



## Terms and Conditions of Business

### 1. Interpretation

#### 1.1

<b>Balance:</b>	The remainder of the Price less the Deposit.
<b>Client:</b>	The person who makes the Initial Request for whom MTGM will provide the Services in accordance with the Detailed Itinerary.
<b>Conditions:</b>	These terms and conditions which the parties agree are incorporated in the Contract.
<b>Confirmation of Order:</b>	The Client's acceptance in writing of the Outline Itinerary which comprises the offer by MTGM to produce the Detailed Itinerary.
<b>Confirmed Request:</b>	Confirmation in writing from MTGM to the Client of the Initial Request.
<b>Contract:</b>	The contract with the Client for the provision of Services by MTGM formed on Confirmation of Order.
<b>Deposit:</b>	Non-refundable proportion of the Price as specified in the Detailed Itinerary.
<b>Detailed Itinerary:</b>	A detailed itinerary and costing provided by MTGM in writing to the Client in accordance with the Confirmation of Order or a request for a Detailed Itinerary.
<b>Detailed Itinerary Fee:</b>	Any fee chargeable by MTGM to the Client for the production of a Detailed Itinerary.
<b>End Users:</b>	The customers of the Client who participate in the Itinerary.
<b>Initial Request:</b>	The client's request for a travel / tour / visit itinerary.
<b>Itinerary:</b>	A travel / tour / visit schedule prepared by MTGM setting out: means of travel; routes; destinations; accommodation; food and drink; accompaniment and logistics.
<b>MTGM:</b>	Veronica JJ de Lotbinière trading as More Than Good Manners, The Old Rectory, Ferry Road, Oxborough, Norfolk, PE33 9PT, United Kingdom.

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<b>Outline Itinerary:</b>	An outline itinerary and costing provided by MTGM in writing to the Client in accordance with the Confirmed Request setting out the terms on which the production of the Detailed Itinerary is offered.
<b>Outline Itinerary Fee:</b>	Any fee chargeable by MTGM to the Client for the production of an Outline Itinerary.
<b>Price:</b>	The sum payable by the Client to MTGM for the Services.
<b>Services:</b>	The services provided by MTGM to the Client in production of the Outline and Detailed Itinerary and the bookings made with third parties for the delivery by them of the products to Client's customers as specified in the Detailed Itinerary.
<b>Variation:</b>	Any variation to the Contract agreed in writing between MTGM and the Client.

### 2. Terms of Contract

- 2.1 On receipt of an Initial Request MTGM will clarify any details as necessary with the Client and provide a Confirmed Request including the anticipated date for production of the Outline Itinerary and the Outline Itinerary Fee, where applicable, payable and the date(s) payment is due.
- 2.2 Subject to prior payment of the Outline Itinerary Fee on or before the anticipated date for production of the Outline Itinerary MTGM will provide the Outline Itinerary specifying the period within which the offer it contains remains open for acceptance by Confirmation of Order or the provisional acceptance by a request from the Client for a Detailed Itinerary.
- 2.3 On receipt by MTGM within the specific period of Confirmation of Order and /or a request for a Detailed Itinerary MTGM will produce the Detailed Itinerary after payment of the Detailed Itinerary Fee.
- 2.4 The Client shall give MTGM the Confirmation of Order within the specified time failing which MTGM shall not be bound by the terms of the Detailed Itinerary unless it is confirmed by MTGM in writing.
- 2.5 With the Confirmation of Order the Client will provide MTGM full names of End Users, nationalities, special dietary or accommodation requirements and all other information reasonably foreseeable as necessary (whether or not specifically requested by MTGM) for MTGM to provide the Services to the Client.

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- 2.6 As soon as reasonably possible MTGM will provide the Client with confirmation of the Services and in particular the bookings and logistical details.
- 2.7 The Client undertakes and warrants to MTGM that it will bring the operative provisions (meaning the terms other than the Price) of these Conditions to the full attention of the End Users and advise the End Users to maintain appropriate travel insurance to cover the eventuality of cancellation charges arising.
- 2.8 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate.
- 2.9 Should the client decide not to use MTGM Outlined Itinerary, but subsequently books an itinerary with the third party described in the Outline Itinerary, the client shall be liable to MTGM Outline Itinerary Fee.

### **3 Variations**

- 3.1 Any variation to the Contract requested by the Client will not be binding on MTGM unless accepted by MTGM in writing and subject to payment of any additional charges by the Client being received on demand by MTGM.

### **4 MTGM acting as Agents for Client**

- 4.1 In placing bookings with third parties MTGM shall at all times be acting as agent for the Client and not as principal. By entering into the Contract, the Client authorises MTGM to make bookings and reservations as contractual obligations in accordance with third parties' terms and conditions on its behalf.
- 4.2 For the sake of clarity it is acknowledged by the client that it understands and accepts that MTGM will make bookings with third parties as the agent for the Client. Accordingly these bookings are individual contracts concluded between the Client and the Third Parties and the Client is bound by the terms and conditions of the various Third Parties with whom MTGM has placed bookings on the Clients behalf.

### **5 Payment**

- 5.1 The Client will pay the non-refundable Deposit to MTGM on the date specified in the Detailed Itinerary.
- 5.2 The Client will pay the Balance to MTGM on the date specified in the Detailed Itinerary.

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- 5.3 At the discretion of MTGM, in some instances Detailed Itineraries will be charged in full on a non-refundable basis. The client will be notified of this in writing and on the invoices.
- 5.4 All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax, at the applicable rate from time to time.
- 5.5 Payments due to MTGM may be made by electronic transfer or by Visa credit card. All payments by credit card will be subject to a 4% handling fee which will be added to the price of the itinerary.

### **6 Warranties and Liability**

- 6.1 MTGM will provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Detailed Itinerary.
- 6.2 The descriptions, information and opinions given in the Outlined and Detailed Itineraries of any of the Services are given in good faith based on experience and information available at the time.
- 6.3 The Detailed Itinerary will set out a number of services, which will be provided by third parties. MTGM will use its best endeavours to ensure that any third parties provide the services with reasonable care.
- 6.4 The Client contracts directly with third parties in the bookings made by MTGM and its agents and MTGM will not be liable to the Client for any breach by a third party in connection with the provision of the respective part of the Services.
- 6.5 MTGM shall not be liable (save in respect of MTGM's negligence causing death or personal injury) for any loss or damage caused to the Client, any end user or third party, or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of MTGM's obligations in relation to the Services, when the delay or failure is due to circumstances outside the control of or reasonably foreseeable to MTGM and all conditions, warranties and stipulations, express or implied, statutory or customary, or otherwise which but for such exclusion would or might subsist are expressly excluded.
- 6.6 The parties to the Contract hereby expressly agree that (save in respect of MTGM's negligence causing death or personal injury) the quantum of damages for any loss under the Contract is limited to the Price paid by the Client to MTGM.

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### **7 Changes and Cancellation and Transferable Events**

- 7.1 Should the Client wish to make changes to an itinerary after MTGM has sent confirmation, these changes may be subject to approval by our suppliers and payments of any additional costs. Should the client wish to transfer an event to another date once the invoice has been sent, then that event may be taken within 3 months from the date of the original date of the event.
- 7.2 Any request for changes must be made in writing to MTGM by the Client at least 14 days prior to commencement of the itinerary and will incur an administration fee of a minimum of £500.
- 7.3 Cancellation of the contract by the client must be in writing and will incur the following charges and losses to the client:
- non-refundable deposit
  - 100% of the total cost of the itinerary if cancellation is 14 days or less before the commencement date of the itinerary (and any other pre-itinerary training arrangements)
  - any and all expenses incurred by MTGM to provide the services and detailed itinerary up to and including 15 days before commencement date of the itinerary
  - any other fees charged by MTGM for the services rendered by it for the client up to and including 15 days before commencement date of the itinerary
- 7.4 It is further recorded that the Client may also incur costs/fees/penalties on termination under the agreements that the Client has concluded with other travel operators and/or suppliers and/or third parties of services, and the client will be liable for these costs

### **8 General**

- 8.1 These Conditions together with the terms, if any, set out in the Confirmed Request and Outline Itineraries constitute the Contract between the parties.
- 8.2 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 8.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.
- 8.4 It is the client's responsibility to take out personal travel insurance.

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### **9 Third Parties**

A person who is not a party to the Contract shall not have any right under or in connection with it.

### **10 Force Majeure**

For the purposes of these Conditions “circumstances outside the reasonable control of or reasonably foreseeable by the parties” shall mean unusual and unforeseen circumstances, the consequences of which the affected party could not avoid, including (but not limited to) war, threat of war, riot, civil strife, terrorist activity (actual or threatened) industrial dispute, technical problems with transport machinery or equipment power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of water in rivers.

### **11 Governing Law and Jurisdiction**

The laws of England and Wales shall govern the Contract and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

### **12 Entire Agreement**

The Contract constitutes the entire agreement between the parties and the Client acknowledges that it has not relied on any statement, promise or representation made or given on behalf of MTGM, which is not set out in the Contract.