



Why pay the earth to see the world?

Package holiday terms and conditions terms & conditions

1. Your Contract

When you create your own package holiday (for example when you package together two or more of a flight, hotel or carhire) on the lastminute.com site (or any other site using the lastminute.com dynamic packaging technology) your contract will be with LM Travel Services Limited ("we", "us") which is part of the Travelocity group. LM Travel Services Limited holds an Air Travel Organisers License (ATOL 3970) for your financial security and are members of ABTA (E7760). When booking travel arrangements our contract with you begins when you receive the confirmation e-mail stating that we have received your order. Once the contract is made we are responsible for providing the travel arrangements you have booked and you are responsible to us to pay for them. In parties of two or more people the person who makes the booking accepts responsibility for making payments to us for all members of the party.

Consumer Protection

Flight bookings on this web site are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 3970. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

2. How to make a booking

To secure a booking you must fill in all the relevant fields on the online booking form and then wait for us to send you an e-mail confirming that booking.

3. Payments

Unless otherwise specified on the website we take full payment by credit / debit card for your package holiday when you book. PLEASE NOTE: LM Travel Services Limited does not accept payment using third party credit/debit cards. Only travelling passengers can make payments using their own credit/debit card.

4. Additional Charges

We reserve the right to change our prices at any time before you book. If we do you will be told of the revised price applicable to your booking before you commit yourself. As soon as you have paid full payment and your holiday arrangements have been confirmed we guarantee that from 30 days before your departure date that the price of your holiday will not be subject to any surcharges excepting for :-

- (i) variations in transportation costs, including the cost of fuel;
- (ii) variations in dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and that within 30 days of your departure date we guarantee that the price of your holiday will not be subject to any surcharges.

Should the above mentioned price variations be downward then the price of your holiday will be accordingly reduced and any refund due paid to you.

If the above price variations mean that the cost of your holiday goes up, we will absorb and you will not be charged for any increase equal to up to 2% on your holiday price. You will only have to pay the amount over and above that 2% of the holiday price. If the above price variations increase the price of your holiday by more than 10% you will be entitled to;

- i) take our offered substitute package of equivalent or superior quality if we are able to provide one
- ii) take our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered
- iii) cancel your holiday with a full refund of all monies paid.

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of travel arrangements unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear

travel4less

Why pay the earth to see the world?

disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs.

Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

Time before your holiday begins when we tell you about a significant change	Compensation per person
More than 56 days	Nil
43 - 56 days	£10
29 - 42 days	£20
15 - 28 days	£30
14 days or less	£50

5. Changes by us to, or cancellation by us of, your travel arrangements

It is very unlikely that we will have to make any changes to, or to cancel, your holiday. However, we do plan arrangements a long time in advance and we use the services of independent suppliers, such as hotels, airlines etc . . . , over whom we have no direct control. If it is the case that changes need to be made, or we need to cancel your arrangements, we reserve the right to do so at any time. Most of these changes are minor, and we do not pay compensation for minor changes, but whenever possible we will advise you. Any flight timings and carriers in the brochure or on our websites are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on your tickets.

If a SIGNIFICANT CHANGE to your holiday occurs or becomes necessary, we will inform you or your Travel Agent as soon as possible if there is time before departure. When a SIGNIFICANT CHANGE occurs (such as a change of resort, hotel or a change of flight time of more than 12 hours) or we have to cancel your arrangements, you will have the choice of:-

- i) accepting the change of arrangements.
- ii) taking our offered substitute package of equivalent or superior quality if we are able to provide one.
- iii) taking our offered substitute package of lower quality if we are able to provide one and accept a refund from us of the difference in price between the price of the package purchased and the substitute one offered.
- iv) cancelling your holiday with a full refund of all monies paid.

We will also pay appropriate compensation for SIGNIFICANT CHANGES or cancellation of travel arrangements unless the change to or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure. In these circumstances we will also not pay any resulting expenses or additional costs.

Where compensation is due, we will pay you the following amounts, unless you can prove a greater loss (where a greater compensation payment may be due):

Time before your holiday begins when we tell you about a significant change	Compensation per person
More than 56 days	Nil
43 - 56 days	£10
29 - 42 days	£20
15 - 28 days	£30
14 days or less	£50

6. Changes by you to your travel arrangements

If after our confirmation has been issued you wish to change any part of your travel arrangements, we will make every effort to help you do this, subject to availability and the type of ultimate product

travel4less

Why pay the earth to see the world?

suppliers (airlines, car-hire companies, hotels etc), you have chosen and their cancellation/change charges details of which will be provided to you on request at any time including prior to booking. If you want to change any details regarding your flight reservation, airline rules mean that we may have to cancel your original flight and purchase a new one and you will be required to pay the full flight cost again. We will charge you an administration charge of £45.00 per change per booking, and you will be liable to pay the hotel, car-hire, airline or other ultimate product charges resulting from your changes. NB: Once Airline Tickets are issued, usually 28 days prior to departure, changes are not permitted. Changes after airline tickets are issued will result in a 100% cancellation charge.

7. Cancellation by you

If you wish to cancel your travel arrangements for any other reason than for their being additional charges (see clause 4) or alterations (clause 5) we must be notified in writing. Cancellation will be deemed to occur on the day we receive this cancellation request so you may want to use recorded delivery. As this incurs administrative costs we will charge you an administration charge of £45.00 per person per booking, and you will be liable to pay the hotel, car-hire, airline or other charges levied on us as a result of your cancellation, in regard to which we will take all reasonable steps to ensure are kept to a minimum.

After ticket issue cancellation will result in a loss of 100% of total cost of all travel arrangements in most cases. Please consult your reservation advisor.

You will have the opportunity to see specific cancellation charges at the time of booking and copies of all suppliers terms and conditions relating to your booking are available on request at any time. For example if you have included car hire as a component in your package holiday there are both additional terms and cancellation charges, they are detailed in clause 16 below. In addition if you have booked a tour and/or an excursion the cancellation charges (imposed upon us by our suppliers) are likely to be 100%.

If you have taken out holiday insurance and the reason you are cancelling is covered by that insurance, you should be able to obtain payment of these cancellation charges (after deducting any part of the claim which the insurance company insists you pay) from your insurance company. You must pay the cancellation charges first. Please make sure you get written confirmation of your cancellation from us - this proves we have received your cancellation and you will need it to make a claim on your insurance.

8. The Company's Liability to you

We accept liability for matters which arise as a result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers who may operate elements of your holiday arrangements, including any claim involving death, personal injury or illness. However, in respect of carriage by air, sea and rail the company limits its liability to the extent of the relevant international convention. You are subjected to the terms and conditions of the carriers concerned some of which exclude or limit liability in respect of death, injury, delay and loss or damage to baggage. It is also important to note that if delays, diversions or rescheduling or cancellation of your arrangements occurs by reason of unusual and unforeseeable circumstances beyond our control or that of our suppliers, the consequences of which could not have been avoided even if all due care had been exercised such as war, a state of war, riot, fire, civil strife, industrial action, terrorist activity, natural or nuclear disaster, adverse weather conditions or other conditions amounting to force majeure we will not be liable. In these circumstances we will also not pay any resulting expenses or additional costs.

Should you or any member of your party suffer illness, personal injury or death whilst overseas arising out of any activity which does not form part of the foreign inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves and this assignment is limited to the amount of costs actually and reasonably incurred by us in assisting you. Our costs in respect of the above on behalf of you and your party shall not exceed £5000.00 in total. The company does not accept liability for travel documents which are not received due to failure of a third party supplier to fulfil their obligations e.g. the post office, courier etc. Copies of the terms and conditions of our suppliers and carriers and copies of relevant international

travel4less

Why pay the earth to see the world?

conventions shall be made available on request from LM Travel Services Limited.

9. Claims and Complaints

If you have a complaint whilst on holiday you must tell the relevant supplier (e.g. hotel) or our agent immediately. Most problems can be solved on the spot but if after you return home you are still not satisfied you must write to our customer relations department in London on your return. It is unlikely that you will have a complaint that cannot be settled amicably between us, however, if this is not the case any dispute arising out of, or in connection with this contract, may (if you wish) be referred to Arbitration under a special scheme, which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply to claims for an amount greater than £5,000.00 per person or £15,000.00 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, although it does include claims with an element of injury or illness up to £1,000 on that element. Written notice requesting Arbitration must be made within 9 months after the scheduled date of return from holiday.

10. Brochures and Web Sites

Every effort has been made to ensure the accuracy of descriptions and information. However, we are not always able to control all the components of the holiday arrangements and it is possible that an advertised facility may be withdrawn or changed, due to weather conditions, lack of demand or for maintenance, renovations etc... We will advise you if we become aware of a major change. We will make all reasonable efforts to inform you of any changes at any stage in your booking prior to travel. We will advise you if we become aware of a major change (eg a change of resort, hotel, or a change of flight time of more than 12 hours, and if any changes occur after you have confirmed booking you should refer to clause 5 of these Terms and Conditions for the options available to you in these circumstances.

11. Passport/Visas/Health requirements

We can only advise of the requirements for British and Irish passport holders. All requirements should be checked with the relevant Embassy of the destination country. A valid 10-year passport is necessary for all our holidays. Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans. You should apply for a passport or to renew an expired passport at least four weeks before traveling.

The UK Passport Agency can provide further information at: www.ukpa.gov.uk

Passports for children and young people:

Children not already included on a valid British passport will need to hold their own passport if they are to travel abroad. Children who were included on a passport before 5 October 1998 may continue to travel with the passport holder until:

- * The child reaches the age of 16;
- or * The passport on which the child is included expires;
- or * The passport on which the child is included is replaced or an amendment results in the issue of a new passport

Names: The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a holiday but before traveling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can make the necessary changes to your holiday documentation.

Visas:

You should contact your Embassy for information and advice on the visa requirements of the countries you propose to visit. Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel, even if you have traveled to this destination before. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

travel4less

Why pay the earth to see the world?

Health facilities, hygiene and disease risks vary worldwide. You should take health advice about your specific needs as early as possible. Sources of information include the Department of Health's free leaflet "Health Advice For Travellers", your GP or a specialist clinic. Please note that you are strongly advised against scuba diving for 24hrs before travelling by air. For the most up-to-date essential information on your choice of destination and to ensure you make the most of your trip abroad, we recommend you visit the Foreign Commonwealth Office (FCO) website at www.fco.gov/uk/knowbeforeyougo

12. Insurance

You must in all cases take out adequate travel insurance through the company, the travel agent or other approved insurance supplier.

13. LM Travel Services Limited - Data Protection Policy

Please find below our privacy policy which shall be deemed to be incorporated into these terms and conditions. LM Travel Services Limited takes the privacy of its customers' data very seriously. Please read the following policy to understand how we will treat your personal data after it has been collected by us through your use of one of our distribution channels. Those distribution channels will include our website, our WAP, PDA and digital TV services our Interactive Voice Recognition software and other channels as they evolve. If this policy changes then we will let you know via our homepage but we assure you that we only use your data as specified here and for our legitimate business reasons.

When do we collect data?

We can collect data on you from a variety of different sources these include:

1. When you purchase products or services from the site or via any of our other distribution channels;
2. When you become a subscriber;
3. When you speak to our customer services personnel;
4. Via explicit data capture measures, for example by entering competitions and completing surveys; and
5. Via implicit data capture measures such as studying which pages you read the most and the use of cookies.

In any of the above cases the data we collect could be personal data.

What do we do with your personal information?

When you buy anything via the site or give us any personal data as indicated above, we may need to collect information about you to process the transaction, fulfill your order and provide you with the services you expect then and in the future. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details.

Unless we have your express consent we will only disclose personal data to third parties if this is required for the purpose of completing your transaction with us. This is of course subject to the proviso that we may disclose your data to certain permitted third parties, such as members of our own group, our own professional advisers who are bound by confidentiality codes, and when we are legally obliged to disclose your data.

By becoming a subscriber you consent to receive from us by e-mail our e-newsletter and details of other special offers which we may think may be of interest to you.

LM Travel Services Limited retains and uses your personal information to provide you with the best remote commerce (including electronic and mobile commerce) experience by providing you with a personalised service and to give you details of offers which we think will be of interest to you. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. For quality assurance and training reasons we record most of the calls you make to us.

We do not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

For any of the above purposes we may send your information internationally including to countries outside the EEA. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

Cookies

Cookies are small files which are sent to your browser and stored on your computer's hard disc. Whenever you visit LM Travel Services Limited websites and unless you elect not to receive cookies, then your computer will store an identifying code in the cookie which may mean you do not need to type in your email address each time you return to the site. Other than this, we do not store your password or any other information in the cookie, or use it for any other purpose. Our third-party advertiser may place or recognise a unique cookie on your browser. You can at any time set your browser to notify you before you receive a cookie, giving you the opportunity to decide whether to accept it. You can also set your browser to turn off cookies.

Third Party Advertising

The ads appearing on this Web site are delivered to you, on our behalf, by our Web advertising partner. Information about your visit to this site, such as number of times you have viewed an ad (but not your name, address, or any other personal information), is used to serve ads.

Data

In the UK we operate and are registered in accordance with applicable data protection legislation.

Consent

By disclosing your personal information to us using this website or over the telephone, you consent to the collection, storage and processing of your personal information by LM Travel Services Limited in the manner set out in this Privacy Policy. Some information and e-mails sent to LM Travel Services Limited may be used as testimonials but no e-mail address or contact details will be displayed. Opt-Out Policy

The LM Travel Services Limited Newsletter subscribers have the option to opt-out of receiving further information from us. [Click here to unsubscribe.](#) [Change/Modify Details.](#) To change your e-mail address details please click on the link at the bottom of the newsletter you've been sent.

Contact

If you have any questions or concerns about the information we hold about you, you can also contact us.

14. Unreasonable Behaviour

If in the reasonable opinion of a person in authority including a pilot or captain you are not fit to travel, he or she may refuse to let you board the aircraft or train or ship. Normally this happens if such a person thinks you are likely to disturb or harm other passengers. In this case your contract with us will end immediately and we will no longer be responsible for you. In addition if your behaviour is such that an hoteliers reasonable opinion leads him or her to the view that they are unable to accommodate you, you may be asked to leave the hotel. In this instance no refund for lost nights accommodation will be made and the cost of any other accommodation or travel expenses will be absolutely your responsibility

We will also hold members of your party jointly and individually liable for any damage to the property, together with legal costs incurred in pursuing the claim. We can not be held responsible for the behaviour or actions of other individuals or guests who have no connection with your holiday arrangements or ourselves.

15. Additional Terms Relating to Car Hire

Please note that when you add Car Hire to your package the following terms will apply.

All rates include:

Unlimited mileage except Banff and Jasper in Canada and Australia and certain car types worldwide.
Third party insurance.

Collision damage waiver liability. This covers you for damage to your hired car in the event of an accident, except where negligence is proved.

Theft waiver.

Airport surcharges, with the exception of Israel.

Bail bonds (where needed).

All local taxes except Australia where taxes are paid locally by law.

What's not included?

travel4less

Why pay the earth to see the world?

Personal accident insurance (PAI): this is probably covered in your holiday insurance. It is an option, which you will be offered on collection of the car.

Additional non-mandatory insurances.

Insurance exclusions - see the relevant insurance sections.

Fuel: a deposit is often payable for fuel and is usually refunded if the car is returned with a full tank.

Fuel policies vary. Please check when you pick up your car.

Garaging, tolls, congestion charges, parking and traffic fines.

Additional drivers charges where applicable - please check online or with our reservations department at the time of booking. These charges are payable locally.

Delivery and collection of your car can be arranged during normal working hours. There may be a charge for this.

Out of hours charges.

Optional extras.

One-way rental charges where applicable.

Young drivers charges where applicable.

Licence fees in Barbados and Jersey.

Flight information

For airport pick-ups, it is essential that we be given the correct flight number and arrival time, before departure. This can be done either online or by phone. If this is not available at the time of booking, please ensure that you inform us of this at least 7 days prior to departure, either online or by phone. No responsibility can be accepted or compensation allowed for a failed rental due to the late provision of this information.

Drivers age

If you are under 25 or over 65 years old please inform our reservations staff at the time of booking.

Age restrictions may apply in certain destinations, and in some cases there may be a young drivers charge payable locally.

Cancellation administration charge

We levy a charge for cancellation of any booking you are unable to honour prior to your collection date (see below).

No refunds will be given for rentals ended early, late collections, no shows or cancellations made after the rental start date, even if cancellation protection is taken.

All cancellations must be made in writing, emailed to cancellations@holidayautos.co.uk or faxed to 01276 688325 (and vouchers returned) and will take effect from the date received by we.

Cancellation charges

7 or more days before start date £15

6-3 days before start date 50% of the cost of the car hire element (we can advise you what this is)

2-0 days before start date 75% of the cost of the car hire element (we can advise you what this is)

Period of rental

Rental days are based on 24 hour units, commencing at the time of pick-up. If you wish to extend the rental period after collection of the car, or if you return the car late, you will be charged locally at the local daily rate, which may be higher than our rates. No refunds are payable on cars returned early.

Special requests

Child seats: these are mandatory in most countries and must be requested at the time of booking.

Although instructions will be provided you will be required to fit the child seat yourself. For older children, it is recommended that you take your own booster seats. If requested and confirmed at least 7 days prior to departure these will be guaranteed.

Roof racks and ski racks: these are available in some locations and should be specially requested at the time of booking. There is usually a charge for them which is payable locally. No guarantee can be made regarding their availability unless you book the 'ski max' (where available).

Delivery and collection/one-way rentals

Delivery is normally to a local office, with a driver collecting you from your accommodation to pick up the car. A charge for delivery and collection payable locally may apply and will be advised on booking if applicable. Delivery and collection charges are included if you book 'the max' as part of your rental (where available).

Collection is normally at the airport or local office. In some locations deliveries are available during

travel4less

Why pay the earth to see the world?

normal working hours. If you would like your car to be delivered, full address and delivery time must be given at the time of booking. Delivery and collection and one-way rentals must be booked by phone and do not qualify for a web booking discount.

Out of hours charges

In most locations flights will be met and cars supplied outside of normal working hours. However, there may be an additional charge for this service payable locally. This will be quoted when your flight timings are given to us. In the event that a flight is delayed, causing the car pick-up to fall outside normal working hours, the additional charge will be made locally, where the out of hours service is available.

Driving licence

Drivers must produce a full British driving licence held for at least one year (or in some cases an international driving licence). Drivers with a new style licence must have all sections with them. In certain locations and for some car types, drivers must have held a full licence for a minimum of 2 years.

It is the driver's responsibility to ensure that he/she has the appropriate driving licence

Our reservations agent must be informed of any endorsements on the driver's licence, as we may not be able to take your booking.

No refunds will be given for rentals rejected due to non-production of a driving licence or non-disclosed endorsements.

Faxed or photocopied licences are not acceptable!

Rental documents

The rental voucher must be presented when picking up your rental car. We cannot be held responsible for rentals rejected if a voucher is not presented. You should retain your rental documents and related receipts for a minimum of 28 days after returning home.

Additional drivers

Charges often apply for additional drivers and are payable locally on pick-up. We cannot be held responsible for any increase in charges. Please check online or with our reservations department at the time of booking.

Deposits

Deposits vary by destination.

All customers will be required to leave a deposit to cover the insurance excess and fuel. To do so, a valid credit card in the name of the lead driver, must be produced upon collection of the car, as a form of deposit.

Cash deposits are rarely accepted.

Where a deposit for fuel is payable, it will usually be refunded if the car is returned with a full tank.

If the tank is not returned full, our local car rental partner will charge for fuel at its prevailing rate.

They may also levy a refuelling charge. Please check the fuel policy when you pick up your car. Deposits against damage are required in some countries. A major credit card can be used for this purpose.

Provision of cars

Our local car rental partner can refuse to provide a car to any customer who is, in their opinion, unfit to drive or does not meet eligibility requirements. In such circumstances your contract with us will terminate immediately, and we will have no further liability to you, and no refund will be due.

Number of passengers

Our rental cars are insured for a maximum number of passengers. We cannot accept responsibility if the vehicle is not large enough to fit all passengers and luggage on arrival if details were not supplied at the time of booking. In the interest of safety this number must not be exceeded and if exceeded the insurance will be invalidated.

Driving restrictions

Restrictions are applicable when crossing country/state borders. Please consult our reservations department at the time of booking as to whether border crossing is permitted and what, if any, charges apply.

Insurance exclusions and damage excess refund product

You will be required to leave a deposit to the value of any insurance excess, which may be charged by our car rental partner, if the car is damaged during the rental. If purchased at the time of

travel4less

Why pay the earth to see the world?

booking (included at no extra charge if your booking was made on line), the damage excess refund product will cover you for damage excess that you may be charged. This damage excess can be reclaimed through we, subject to our terms and conditions, providing you complete an accident report form from our car rental partner and then forward a copy of this to we. The damage excess refund product does not apply to prestige cars. It does not cover damage to wheels, tyres, windows, the roof, the underside, the interior of the car, towing charges or damage caused wilfully or recklessly. You may therefore be liable for the cost of this damage.

Insurance cover is not provided for the contents of the car in the event of theft. In the event that keys are lost or damaged you will be liable for reasonable costs for obtaining a replacement, and further costs if directly related to the theft of the car.

Tax

All taxes are included except those on any extras purchased locally. e.g. One-way drop-off fees, child seats and additional drivers.

We reserve the right to levy any government increases in local taxes that may be introduced after the printing of these terms and conditions. Any additional charges payable on arrival are subject to local taxes at the prevailing rate in that country.

Car type/suitability

We are unable to guarantee a particular make, model or fuel type of car. The car shown on your voucher is for guidance only and may be substituted for an alternative, similar or upgraded car (at no extra cost).

If you have booked a prestige car, the specific car booked is guaranteed.

If it becomes impossible to provide your booked car due to breakdown or an accident, a similar or upgraded car will be provided.

If you are dissatisfied in any way with the standard of your booked car, you must advise our local car rental partner immediately and we in writing within 28 days of your return. Failure to do so may result in any claims not being accepted or settled by we.

Mechanical difficulties/accidents

In the event of any mechanical difficulties or accidents involving your car, it is important that details are reported to our local car rental partner within 24 hours. In the event of an accident you must also complete an accident report form by the end of the rental period.

Local police should also be notified in the case of accidents and a signed police report obtained.

Full details of third parties should also be obtained.

Our local car rental partner must give authority to repair or replace a vehicle. Their name and contact details are shown on your voucher and rental agreement. You should retain copies of all rental documentation in the event an insurance company is involved. Your insurance cover may be invalidated if this procedure is not followed correctly and this may prejudice any claim for compensation.

A check-in form must be signed on return of the vehicle. Failure to do so may delay the investigation of disputes regarding damage excess charges

Complaints

Additional conditions applicable to the USA and Canada

third party top-up insurance

All rentals in the USA and Canada include third party liability insurance, which conforms to the statutory minimum required by each state but can be as low as \$5,000. Our prices include excess liability insurance (also known as supplementary liability insurance (SLI) or extended protection (EP). This offers third party liability insurance above the minimum level of protection (see above) and increases your third party protection to \$1,000,000 in respect of any claims made against you. EP also provides coverage up to \$100,000 (\$40,000 in Texas). These benefits are provided to the renter and any family member related by blood, marriage or adoption, who, while occupying the rental car, sustained bodily injury or death caused by a negligent uninsured/underinsured motorist. Please note that certain car rental partners do not provide this cover.

Additional conditions for Australia

Mileage

All rentals in metropolitan areas of Australia include unlimited mileage, except minivans where rates include 200 kms per day.

travel4less

Why pay the earth to see the world?

In country areas, rates include 200 kms per day.
In remote areas, the rates include 100 kms per day.

Excess kilometres are charged at au \$0.30 per km.

Deposits

A security deposit of between au \$275 and au \$1100, depending on car type, is statutory upon collection of the vehicle. Any major credit card in the lead driver's name is acceptable for this security deposit.

The max includes:

A full tank of fuel.

An additional named driver.

No out of hours charges for pick-ups or drop-offs at airport locations. Delivery and collection where available at max locations within a 15km radius, and within office hours. Not available in USA or Canada.

One-way rentals - only applicable for pick-ups/drop-offs within the same country. Not available in USA/Canada.

Cancellation protection.

Advance registration: you will need to supply us with the named drivers' details, driving licence, date of birth, home address, contact address during rental, passport number and place/date of issue. You can also advance register at www.holidayautos.co.uk. This information must be received 7 days prior to rental start date.

Ski max includes:

A full tank of fuel

Guaranteed snow tyres or chains

Guaranteed ski rack.

An additional named driver.

No out of hours charges for pick-ups or drop-offs at airport locations.

Cancellation protection.

Advance registration (See 'the max' section for details).

General conditions

Bookings made through us are subject to these terms and conditions in addition to the various terms and conditions of the independent rental companies in the countries in which we operate. Please note that the rental of the vehicle will be subject to the law of the country in which it is supplied to you and for this reason you will be required to sign a rental contract with the rental company which supplies the vehicle. You should satisfy yourself that you understand (and agree) to its terms and conditions, as you will be subject to, and must comply with these terms, and the local law. Please [click here](#) for further information.

We cannot accept liability for any charges incurred on documentation signed for and accepted locally. We will not be held responsible for anyone driving under the influence of alcohol/drugs, causing wilful damage, off road driving or driving without due care and attention. The customer will accept responsibility in respect of such claims. This list is not exhaustive. Cars and all offers, including 'the max' and 'ski max' are subject to availability.

Force majeure

The LM Travel Services Limited shall not be liable itself or vicariously through its local car rental suppliers for either a failure to perform or delay in performing any of its obligations under or pursuant to this booking, voucher, reservation, rental or terms and conditions, if and in so far as performance is delayed, hindered or prevented by force majeure, which expression shall mean any event beyond the reasonable control of the party in question. In the event that the force majeure persists for more than 14 consecutive days, we may terminate and withdraw this booking, reservation or rental by giving 14 days notice to the clients original billing address.

Our recommendation to you

As part of our continued commitment to quality customer service, we strongly recommend that, prior to signing our local car rental partners rental agreement, you ensure that the insurance details on this agreement match those insurance details on your we car rental voucher. Any additional insurance purchases accepted to your credit card after the rental agreement has been signed will be

travel4less

Why pay the earth to see the world?

your own financial responsibility. If in doubt please call us on the emergency telephone number below:

emergency phone number +0044 1483 909 824

16. Jurisdiction

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times unless the consumer chooses the jurisdiction of their domicile in Scotland or Northern Ireland.