

Booking & Financial Terms for Customers – V1.3

General

These Booking & Financial Terms for Customers (together with the documents referred to in it) apply to users of our websites who book services provided by third parties through our booking platform bookings.seettheworld.com (**Platform**) for our website www.SeeTheWorld.com and any other websites through which we make the Platform available (our sites). They tell you the terms on which you may book services provided by third parties through our site.

Who We Are

The references to "us", "we", "our", "ours" or "SeeTheWorld" are references to SeeTheWorld (Bookings) Ltd trading as SeeTheWorld, who owns and operates our booking platform. We are registered in England and Wales under company registration number 10143171 and have our registered office at Bridgetts Farm Offices, Bridgetts Lane, Martyr Worthy, Winchester, Hampshire SO21 1AR, United Kingdom. Our main trading address is Number 3 Bridgetts Farm Offices, Bridgetts Lane, Martyr Worthy, Hampshire SO21 1AR, United Kindgom. Our VAT number is GB239 4902 85. **We only act as an Agent.**

We provide an online platform for you to browse and search travel related services and we act as an agent for and on behalf of Service Providers (hereinafter defined) in relation to your booking of their services through our site. Service Providers means third parties who advertise and list their services on our site (**Service Providers**). By booking services through our site, you accept that your contract for the provision of the services is directly between you and the relevant Service Provider and that you will be entering into a contract with a Service Provider on their standard terms and conditions. These Booking & Financial Terms for Customers apply only to your use of our booking services and to the relationship between you and us as booking agent for the Service Providers. For more information on when and how your contract is formed with a Service Provider, please see the section entitled **Formation of your Contract with Service Provider** below.

Acceptance of these Booking & Financial Terms for Customers

Please read these Booking & Financial Terms for Customers carefully before you book services through our site. You will need to confirm that you have read and accepted these Booking & Financial Terms for Customers before you make a booking through our site. By clicking the "Accept & Book Now" or "Accept & Pay Now" buttons, you agree to these Booking & Financial Terms for Customers. Your acceptance is given for and on behalf of all the people who are included in your booking. If you do not accept the Booking & Financial Terms for Customers, do not make a booking via our site. We recommend that you print a copy of these Booking & Financial Terms for Customers for future reference.

Changes to these Booking & Financial Terms for Customers

We may at any time and without prior notice change these Booking & Financial Terms for Customers. However, you will only be bound by the Booking & Financial Terms for Customers that you agreed to at the time of your booking.

Applicable Law and Jurisdiction

If you are a consumer, please note that these Booking & Financial Terms for Customers, their subject matter and their formation are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Booking & Financial Terms for Customers, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our Liability

We are not a travel agent and we are not responsible for providing any services which you book through our site. Any services which you book through our site are provided by the relevant Service Provider and that Service Provider is solely responsible for honouring any confirmed bookings and providing the services booked through our site. We facilitate your booking with a Service Provider but we are not responsible and we have no liability to you in respect of such booking. The identity of the Service Provider, the Service Provider's standard terms and conditions and any specific terms applicable to your booking with that Service Provider will be notified to you at the time of booking. The terms and conditions of the Service Provider will set out what rights you have against the Service Provider and will explain its liability to you. Prior to making a booking, you should ensure that you have reviewed the Service Provider's terms and conditions and that they are acceptable to you.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site;
- failure to access or delay in accessing our site;
- use of or reliance on any content displayed or available on our site or through our site; or
- the performance or non-performance of any third party providers listed on or connected to our site including Service Providers.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- · loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are the Service Providers' agents and, as such, we are not a party to the contract between you and any Service Provider for the provision of services (including accommodation) and have no responsibility or liability to you in respect of the terms of that contract. In particular, we are not responsible for:

- 1. the accuracy or completeness of the descriptions of services (including accommodation) that are displayed on our site;
- 2. the fulfilment of a booking made through our site;
- 3. the quality or fitness for purpose of the services (including accommodation) that are or may be booked through our site;
- 4. any difficulty, accident, illness or any other problem which is caused by services or which is suffered by you or any of your party during your receipt of the services;
- 5. the ratings and reviews displayed on our site as the ratings are based on the opinions and reviews of people who have booked and experienced the services or are provided by third parties such as TripAdvisor;

- 6. any error or failure in the making or recording of a booking which is due to your error or which is due to any other circumstances that are outside of our control (such as a power failure); or
- any cancellation of a booking by a Service Provider for any reason whatsoever or any failure to
 provide all or any part of the booked service by that Service Provider (and we strongly recommend
 that you take out an appropriate travel insurance policy to cover (amongst other things)
 unexpected cancellations).

In accepting the appointment as the limited authorised agent of the Service Provider, we assume no liability for any acts or omissions of the Service Provider. As we act only as a booking agent we will have no responsibility for any errors or inaccuracies in any documentation supplied by the Service Provider(s). Our maximum aggregate liability to you (and any other party that has an interest in the booking) in relation to any booking made through us (whether in contract, tort or otherwise) shall be limited solely to the amount of any charges you have paid to us.

Our site is provided on an 'as is' basis. To the extent permitted by law, no guarantees, warranties or representations of any kind whether expressed or implied, are given in connection with our site, its content or any of the services listed on our site, including that they are accurate, complete or up to date or free from errors or omissions. We shall not be held responsible for any errors or omissions or for any loss, expenses, damages, injury or inconvenience sustained by anyone using our site, or the content on it (whether posted by us or by a third party including Service Providers) or in any other correspondence from us or from a third party including Service Providers, or sustained by anyone using services booked through our site.

You understand that we have not conducted any quality or other checks on the Service Providers and we make no guarantees or representations, express or implied, about the suitability, the standards or the quality of the services listed within our site. The inclusion of the services listed within our site does not constitute an express or implied endorsement or recommendation by us of any of those services or Service Providers.

Any details, prices, timetables or any other information relating to details of services on our site should only be considered indicative until such time as you have received written confirmation from the Service Provider operating the service or from us on behalf of the Service Provider.

You accept that we have not in any way selected or assembled your travel arrangements for you. Your travel arrangements are not a package and do not fall within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992.

In the event of a problem arising with the services you book through our site, you should contact the relevant Service Provider. If you have a problem with the booking that you have made via our site please contact us directly via:

For Attention of: **Bookings Department**

Email: help@seetheworld.com

Address: Bridgetts Farm Offices, Bridgetts Lane, Martyr Worthy, Winchester, Hampshire SO21 1AR, United Kingdom.

Nothing in these Booking & Financial Terms for Customers excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Booking Services

Bookings may be made by following the online booking procedure on our site.

Account Registration

In order to book services through our site, you must register to create an account and become a Registered User (defined below). By making an enquiry or completing the "New User" checkout and/or successfully creating a username and password, you will become a registered user of our site (a Registered User). The Terms of Use of Our Sites for Registered Users and the Cookie Policy and

Privacy Policy contained therein will apply to your use of our site and will apply to any booking you make through our site in addition to these Booking & Financial Terms for Customers.

Your Legal Authority

You must be at least 18 years old, be legally authorised to enter into contractual obligations, have the requisite consent or authority to act for or on behalf of any persons included in a booking and must use our site in accordance with the <u>Terms of Use of Our Sites for Registered Users</u> and the Cookie Policy and Privacy Policy contained therein. By making the booking, you are confirming that all persons named on the booking accept the Booking & Financial Terms for Customers and that you will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking you also become responsible for making all payments due under the booking.

Privacy

To make a booking you will be asked to submit personal information, about yourself such as your name, email address, physical address telephone number and credit card details (**Personal Information**). You may also be asked to submit Personal Information about other persons to be named on the booking. Whenever you provide such Personal Information, we will collate and use such Personal Information in accordance with the <u>Terms of Use of Our Sites for Registered Users</u> and the Privacy Policy contained therein. Please read this in full before providing any Personal Information to us as part of your booking.

You hereby authorise us to process all Personal Information about you and the persons named on the booking that has been obtained in connection with your booking.

Formation of your Contract with the Service Provider

We act as agents for the Service Providers.

After you make an enquiry via our site for services to the Service Provider(s) and, in response to your enquiry, you are sent an email via our site from the Service Provider(s) which displays details of the services and a booking button within that email which you then click; or by selecting predefined services displayed on our site, you will be redirected to a webpage within our site which details the identity of the Service Provider, the services, the price of the services, the standard terms and conditions of the Service Provider, any other conditions which apply, the applicable cancellation policy of the Service Provider and the amount of any booking fees (if applicable). When we display Service Provider's services on this webpage on our site, we are, on behalf of the Service Provider, inviting you to make an offer for the purchase of those services. The total amount payable by you for the services including all taxes, charges and any booking fees will be displayed to you before you make an offer to purchase the services of any Service Provider. It will be made clear to you at this point if a booking fee is to be paid and the amount of any such booking fee.

Your contract with a Service Provider for services is formed as follows:

- 1. By clicking on the "Accept & Book Now" or "Accept & Pay Now" buttons once the identity of the Service Provider and details of the services, the price of the services and the standard terms and conditions of the Service Provider, any other conditions which apply and the applicable cancellation policy of the Service Provider are revealed to you, you are making an offer to purchase the services from the relevant Service Provider for whom we are acting as agents and you accept that you will be entering into a contract with the relevant Service Provider on their standard terms and conditions;
- 2. When you make an offer to purchase services, acceptance of your offer occurs when we send you an email confirmation following your booking on behalf of the Service Provider confirming acceptance of your offer. It is at this point that a contract is formed between you and the relevant Service Provider for the services.

By clicking on the "Accept & Book Now" or "Accept & Pay Now" buttons as described above, you are requesting us to make an offer to the relevant Service Provider to book the services on your behalf. At this point, we immediately re-contact the relevant Service Provider and forward your details to the Service Provider for the purposes of booking the requested services. Each Service Provider will still require a short period of time to confirm that your chosen services are still available.

Payment

Not all of the Service Providers on our site will take payment of the charges for the services booked by you in the same way. It will be made clear to you at the time of booking the payment methods of the charges for the services. The terms and conditions for the different methods of payment are as set out below.

Booking Fees

On making a booking, you may be required to pay a non-refundable booking fee to us. The booking fee is our fee for making the booking and this is non-refundable in all circumstances excluding where the Service Provider does not confirm the booking or you cancel the requested booking before it is confirmed by the Service Provider (**Booking Fees**). It will be made clear to you at the time of booking via our sites if Booking Fees are payable and the amount of the Booking Fees.

No Payment Upfront

Some of the Service Providers may not require payment at the time of booking. Where this is the case, following confirmation of your booking by us on behalf of the Service Provider, the Service Provider will contact you direct to secure payment for the services prior to the provision of the services.

Deposits (Pay Now amount)

In some cases you may be required to pay a deposit via our site on making a booking. The amount of the deposit payable will be displayed to you at the time of booking. We collect this deposit for and on behalf of the relevant Service Provider.

Service Fees

You will be responsible to the relevant Service Provider on arrival for payment of the cost of the services booked by you or, where you have paid a deposit, the balance of the cost of the services booked by you (**the Service Fees**), together with any other payments for any additional services subsequently agreed with the relevant Service Provider and, where applicable, payment of the Service Provider's service charges and taxes, pursuant to the terms and conditions applied by such Service Provider.

Where arranged with the Service Provider, you agree to pay us the Service Fees for a booking made via our site. You acknowledge and agree that in these circumstances, notwithstanding the fact that we are not a party to the agreement between you and the relevant Service Provider, we act as the relevant Service Provider's payment collection agent for the limited purpose of accepting payments from you on its behalf. Upon your payment of the Service Fees to us, your payment obligation to the relevant Service Provider for the Service Fees is extinguished, and we are responsible for remitting the Service Fees (less any relevant platform charges to the relevant Service Provider) to the relevant Service Provider. In the event that we do not remit any such amounts as described in the Booking & Financial Terms for Customers, such Service Provider will have recourse only against us.

All payments which we take on behalf of the Service Providers are transacted through the secure server of our on-line payment partner.

In consideration of acting as the Service Providers' agents, we charge a commission to each Service Provider. We deduct this commission from any deposit and/or Service Fees collected on behalf of a Service Provider before remitting the balance to the Service Provider.

Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of or that you bring to our attention including crediting or debiting the payment method used for the booking.

ACCOUNT CLOSURES

Where we close your Registered User account and you have a confirmed booking with any Service Provider, you will not be able to contact the relevant Service Provider via our site. We will inform the relevant Service Providers of the closure of your account and you hereby agree to the relevant Service Providers contacting you directly.

Where we close the booking account of a Service Provider with whom you have a confirmed booking, we will notify you of this as soon as reasonably practicable and provide you with the Service Provider's contact details for you to contact them directly. You will not be able to contact the Service Provider via our site.

CANCELLATION, REFUNDS, and BEST PRICE GUARANTEE

If you wish, or the Service Provider wishes, to cancel your booking for any reason, we will deal with any such cancellation.

Booking Not Confirmed

The relevant Service Provider is required to either confirm or reject the booking request within 24 hours, otherwise the requested booking will be accepted or cancelled automatically. If a requested booking is cancelled (that is not confirmed by the relevant Service Provider), any amounts collected from you by us on behalf of the relevant Service Provider will be refunded to you including any deposit together with any Booking Fees paid by you to us.

Cancellation by You

You may cancel your booking at any time prior to receipt of the services through our site. You must request cancellation via your Registered User account.

If you cancel your requested booking before the requested booking is confirmed by the relevant Service Provider, any amounts collected from you by us on behalf of the relevant Service Provider will be refunded to you including any deposit together with any Booking Fees paid by you to us. You will not be liable to pay the Service Fees to the relevant Service Provider or to us on behalf of the relevant Service Provider.

Automatic Right to Cancel under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Once your booking is confirmed, you do not have the automatic right to cancel your contract with the Service Provider under the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or other equivalent or replacement consumer legislation that may apply from time to time. The right of cancellation under this legislation does not apply to contracts for the provision of accommodation, transport, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.

If you wish to cancel a confirmed booking made via our site, prior to or after taking receipt of the services booked, the cancellation policy of the relevant Service Provider will apply to such cancellation. Your eligibility for refunds or any compensation sought will be subject to any cancellation policy applied by the relevant Service Provider at the time of your booking. Where authorised, we will pass any refunds or compensation we receive to you. We may charge an administration fee for passing any refunds or compensation to you as part of the cancellation.

Where the Service Fees are not paid on making a booking, you may have to use a credit card or debit card to guarantee a booking and we may pass these details on to the relevant Service Provider. In the event that you cancel your booking outside the permitted timeframe specified in the cancellation policy of the relevant Service Provider (or that you fail to arrive by your agreed time), you hereby authorise us to charge to your credit card or debit card without further reference to you an amount not exceeding an amount as may be set out in the relevant Service Provider's terms and conditions and we will remit these funds (minus our commission) to the Service Provider. Any Booking Fees paid by you are non-refundable regardless of the cancellation policy of the Service Provider. Where we do not collect any amounts on behalf of the Service Provider on cancellation of a booking by you, the Service Provider may use the debit or credit card details you provided to guarantee a booking to charge your credit or debit card without further reference to you an amount not exceeding an amount as may be set out in the relevant Service Provider's terms and conditions.

Cancellation by the Service Provider

In the event that the Service Provider cancels your booking, we will use reasonable efforts to contact you as soon as reasonably possible using the contact details you provided at the time of booking.

In the event of cancellation of the relevant Service Provider, the cancellation policy of the relevant Service Provider will apply. If the Service Provider wishes to cancel a confirmed booking made via our site prior to you taking receipt of the services and we have collected sums from you on behalf of the Service Provider, we will refund those sums to you minus any Booking Fees paid by you to us, which are non-refundable. Otherwise, we have no liability to you and are not responsible for any cancellation of a booking by a Service Provider for any reason whatsoever or any failure to provide all or any part of the booked services by that Service Provider.

Best Price Guarantee

Your Service Fees from the Service Provider is guaranteed to be the lowest price available at the time of booking.

At the time or within four hours of booking, if you discover the equivalent price of the Service Fees for your booking on another platform or website is at a lower price, you should contact us immediately. We will investigate your claim and agree with the Service Provide the new Service Fee, if the criteria below are matched:

- 1. You have made contact with us within four hours of making your booking with us and include full details of the other offer, including specific links to the platform or website where you saw the price listed
- 2. The offer in question is still bookable and available online when we investigate
- 3. The offer in question is identical to the offer you received from the Service Provider through our Platform, including the same terms and conditions. This includes, but is not limited to:
 - a. The same location / place of delivery
 - b. The same product or service
 - c. The same dates and times
 - d. The same cancellation terms, deposit etc.
- 4. The Best Price Guarantee does not affect nor replace the cancellation terms, which may include free cancellation and refund. If the price of the other offer cannot be met, for whatever reason, you can apply any booking terms applicable to you including any cancellation terms, as required

This Best Price Guarantee cannot apply where:

- 1. The product or service being booked is not definitively revealed until after booking confirmation
- 2. Your booking requires you to hold or apply membership rates or be part of a club or scheme; frequent member/user rates; loyalty scheme or discount points; any rewards scheme or special promotions from another purchase or incentive
- 3. You contact us more than four hours after booking or after the booking has commenced delivery

Further Information & Advice

You should not reveal any personal information about yourself, such as your address, credit card details, telephone number, on the internet or via email unless you are certain that it is safe to do so and that any confidential or private information you share over the internet is sent by secure encryption means.

It is always your responsibility to ensure full compliance with any passport, visa, and inoculation requirements as governed either by your country of residence or by those you will be travelling to.

Be advised that various consumer protection schemes and laws relating to travel and tourism companies exist for your financial protection and that it is in your interests to be aware of such schemes.

You should always ensure that you have obtained sufficient insurance cover, either via your own policy or through that of any Service Provider, event organiser or operator, appropriate to the activities you will be participating in and you should carry details of this on you at all times. Details of insurance providers you may wish to obtain services from may be found on our site.