

# Terms and Conditions

## LoveDanceLive

Please read these Terms and Conditions carefully before you complete any booking with us as they set out your legal rights and obligations in relation to your booking. If you do not accept these Terms and Conditions, you must not make a booking with us.

Your attention is particularly drawn to the following paragraphs which contain important information about your rights and the extent of our liability to you: 8 (Amendments by you), 9 (Cancellations by you), 10 (Changes and Cancellations to your Travel Services), 12 (Our responsibility for your booking), 13 (Package Bookings: Price Reduction and Compensation for Damages).

### Introduction

LoveDanceLive is a trading name of Pacific Intergen LLC, 30 N Gould St Ste R Sheridan, Wy 82801, Wyoming, registered under the reg no 001156655. ("we", "us" or "our"). References to "you" and "your" in these terms means you and any other person in your party.

### Our role in your booking

We operate a booking platform (online and via telephone) which enables users of our platform to search, compare, combine and book various travel services including, but not limited to, flights, hotels and transfers ("each a Travel Service"). We do not own or operate any of the Travel Services. When you search for Travel Services and make a booking on our platform, our service is only to obtain and provide information about those Travel Services, arrange for you to enter into a contract with the individual provider of the Travel Service in question (the "Service Provider") and to agree payment terms between you and that Service Provider. The Service Provider will be the party responsible for supplying the Travel Service to you.

We act as the introducer to the Service Provider. Your booking through us (either online or via telephone) is subject to: (i) these Terms and Conditions; (ii) the terms and conditions of the relevant Service Provider; (iii) where we are acting as an introducer of an agent appointed by the Service Provider, the terms and conditions of that agent; and (iv) where the Travel Service is booked on the Service Provider's website, the website terms of use of the Service Provider. Service providers include your airlines, transfers and hotels. You should read all of these carefully and must accept them in full prior to booking. The Service Provider's terms and conditions (as well as any applicable International Conventions) may limit and/or exclude their liability to you.

### Package holidays

Some of the arrangements that we help you organise amount to "Packages", as this term is defined in the Package Travel and Linked Travel Arrangements Regulations 2018 (the "Package

Travel Regulations"). In general, a Package will exist if you are resident within the UK and you book a combination of at least two of the following Travel Services in a single booking with us, where the arrangement covers a period of more than 24 hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) hire of motor vehicles; or (d) other tourist services.

If you buy a combination which includes 'other tourist services' and only one of (a), (b) or (c) above, then this will only be a Package if the 'other tourist services':

are not intrinsic to (a), (b) or (c) above;

are not purchased after the start of performance of (a), (b) or (c) above; and either account for a significant proportion of the value of the Package (at least 25% of the value of the Package), or otherwise represent an essential feature of the Package. When you book a Package, we will still be acting as an introducer in the way described above and you will still be entering into separate contracts with the Service Provider(s) of each individual Travel Service. This is referred to as a "Multi-Contract Package" in your ATOL Certificate.

Please note that the Packages, which can be organised on our website, are sold to you under a single contract. Through our booking platform, you will be able to enter into a contract with each Service Provider. Together, your combined booking will form a Package if the criteria set out above is satisfied. You will know this is the case if you receive an ATOL Certificate stating that it is for a Multi-Contract Package.

As we help you organise the Package, the Package Travel Regulations require the agent we work with to assist you in certain situations, which they will do as described in their Terms and Conditions.

#### 1. Booking and Payment

By making a booking with us, you agree that:

A. all passenger details on the booking are full and accurate (please ensure that names are exactly as stated in the relevant passport);

B. you have read all the terms and conditions set out on this webpage and agree (on behalf of yourself and all other persons named on the booking) to be bound by them and any applicable Agent or Service Provider's booking conditions and website terms of use;

C. you have read our Privacy Policy and confirm that you will share our Privacy Policy with each named person on the booking; and

D. when making a booking, you are 18 years of age or over, and where placing an order for services with age restrictions, you declare that you and members of your party are of the appropriate age of purchase for those services.

Confirmation of your chosen Travel Service(s) will be conditional on you making such initial payment as is agreed by us on behalf of the Service Provider, or payment in full, including applicable fees and charges. Your booking is confirmed and contracts between: (i) you and us; (ii) you and the Service Provider(s); and (iii) where we are appointed as an introducer, you and the agent, will only exist when we send you confirmation by email on behalf of the Service Provider(s), which contains a valid Service Provider reference number (“Booking Confirmation”). Please check your Booking Confirmation carefully and report any incorrect or incomplete information to us immediately where we will try to assist you.

Booking requests can take up to 72 hours to process. A booking is only confirmed when we send you a Booking Confirmation with a valid booking reference number for each Travel Service. On rare occasions, we will be unable to confirm a booking, for example if the payment fails. In the unlikely event that this occurs, our team will attempt to rebook the affected Travel Service at the same price. If this is not possible, for example because the payment is blocked or there has been a change in the price or availability of the booking, we will contact you via telephone or email to discuss next steps. Unfortunately, there are times when the cost will have increased during this period of time. Any cost increases will need to be paid by you.

You agree to be bound by the website terms of use of a Service Provider when we enter the website of the Service Provider in response to your search request or request to book.

**Travel Insurance:** It is your responsibility to arrange adequate travel insurance to cover you and your party in respect of your booking. Your insurance should include cover against COVID-19 and other health related incidents which may affect or curtail your booking. If you purchase travel insurance through our platform, this will not form part of your Package.

**No group bookings:** In any instance, where multiple bookings are made, they shall not constitute a “group” booking. Unless bookings are all made under the same booking reference, they will be treated independently (i.e. as separate individual bookings).

**Payment by instalments:** If you have chosen the option to spread the cost of your booking(s), all instalments must be paid by the date specified at the time of making the booking. If full payment is not received (for whatever reason) by the Balance Due Date, we will notify the Service Provider who may cancel your booking and charge the cancellation fees set out in their booking conditions. In the event of non-payment, the booking(s) may be cancelled – please refer to the cancellation policy. It is always your responsibility to ensure your balance is paid by the Balance Due Date.

**Payment Methods:** We accept payment by direct bank transfer via invoice.

#### 1A. COVID-19

We both acknowledge and agree that the COVID-19 pandemic has affected travel throughout

the world and that we both have responsibilities to comply with various laws, regulations and guidance issued by governmental or regulatory authorities which seek to manage the risks caused by COVID-19. In the light of these risks, it is a condition of making your booking through us that you obtain travel insurance that includes cover against any COVID-19 issues or incidents which may affect your booking.

You acknowledge that laws, regulations and the Service Providers providing your holiday (such as airlines, hoteliers, transfer providers and other service providers) may require you and employees of your Service Providers to comply with various measures which have been introduced to manage the risk of COVID-19. These may include (without limitation) a requirement to undergo temperature checks, provide health information or certificates, wear personal protective equipment, such as face-masks and gloves, and abide by social distancing requirements. There may also be other limitations implemented, which may include (without limitation) limitations on the number of persons who may use facilities or services at any particular time, limitations on the availability of certain facilities and services (e.g. buffet and self-service restaurants may be replaced by a-la-carte; spas and pools, kids' clubs and entertainment may be closed), changes to the way the accommodation is set out or how its services are run, requirements to pre-book facilities and services, deployment of sanitisation measures and other hygiene requirements.

You also acknowledge that certain Service Providers, ports, airports, border control or other third parties may require you and members of your party to undertake certain health formalities (including, without limitation, obtaining COVID-19 PCR tests which satisfy their set criteria and completing requisite travel passes or forms in the prescribed format) or satisfy other requirements aimed at managing the COVID-19 risk as a condition to you travelling, departing, entering or residing in a particular place or utilising certain services you may have booked. You agree that it is your obligation to obtain details of these requirements ahead of your travel departure date and ensure you and all members of your party comply with and satisfy these requirements in full. If you fail to meet these requirements, or refuse to complete them, you may be denied boarding, exit, entry or the use of some other facility or service that forms part of your booking. We shall not be liable to you for any refunds or compensation in relation to such matters.

You also acknowledge that certain countries may impose quarantine or self-isolation measures upon travellers, whether in the place of destination or upon return and that such requirements are subject to change, and may be imposed on short notice.

We strongly recommend that you familiarise yourself with the advice from your national authority for overseas travel before departing. In the UK, the Foreign, Commonwealth & Development Office's latest advice for travel to other countries is available [here](#).

You agree to notify us immediately if you test positive for COVID-19 at any time after you make your booking with us, if you consider that you may have COVID-19 symptoms or if you become aware that you may have come into close contact with someone who has tested positive for

COVID-19 or who may have COVID-19 symptoms. We may share this information with the relevant Service Providers for your booking (or any other organisations, in line with any legal requirements) in accordance with the terms of our privacy policy.

If you notify us before travelling, and we (or the relevant Service Providers) conclude that you are no longer able to travel because of the COVID-19 risk, then your booking will be treated as having been cancelled by you and our standard cancellation charges will apply. We will, however, explore with you whether it is possible for you to postpone your booking to a later date, which may incur further charges and is subject to your Service Providers' terms and conditions. It might also be possible for you to transfer your booking to another person, subject to the terms of transfer set out in these Terms and Conditions and in your Service Providers' terms and conditions.

If you notify us during travel, you acknowledge that we or your Service Providers (or local laws and regulations or health and safety bodies) may require you to follow certain measures designed to manage the risk of COVID-19 and your Service Providers may refuse to provide you with the relevant service(s). You may, for instance, be required to self-isolate for a period of time. You agree to comply with these requirements. In this instance, we will provide you with such reasonable assistance as we are able to in the circumstances. However, we will not be responsible for meeting any costs incurred by you or for refunding or compensating you for the curtailment of your holiday, cancelled or rebooked transportation, additional accommodation or other associated costs you incur in connection with the same.

We both agree that the measures set out above are a necessary part of keeping you, other travellers, employees and the public safe on holiday. You are making your booking in full knowledge that such measures are likely to be a part of your holiday and do not amount to minor or significant changes to your booking, nor do they amount to any Failure (as defined in paragraph 12).

We shall have no liability to you or any member of your party for any refunds, compensation, losses, costs, expenses or damages you incur in connection with the matters described above or if you or any member of your party are unable to travel or make use of all or part of your booking because of these matters. These are risks that you must protect against through obtaining comprehensive travel insurance.

You further acknowledge as a result of the impact of COVID-19 on the travel industry, many hotels are closing on short notice or making changes to their facilities as set out in this paragraph in order to ensure the safety of employees and travellers. Where a hotel closure affects your booking, in accordance with paragraph 10, we will arrange alternative accommodation for you to enable your holiday to continue which will meet the criteria for a minor change.

## 2. Prices & Pricing Errors

We endeavour to ensure that all pricing and other information on our website is accurate.

However, it is always possible that, despite our efforts, there may be times when obvious errors occur such as the price or some other detail displayed being incorrect. We and each Service Provider reserve the right to amend advertised prices at any time prior to confirmation. We will normally check prices before confirming your booking so that, where the booking's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the booking's correct price at your booking date is higher than the price stated to you, we will contact you by telephone or email for your instructions before we confirm your booking.

If we confirm and process your booking where a pricing or other error is obvious and could reasonably have been recognised by you as a mistake, we may terminate the contract and refund you any sums you have paid us.

In relation to Package bookings, we may change the price of your Package after we have issued our booking confirmation in order to pass on to you changes in: (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the Travel Services included in your booking imposed by third parties other than the Service Providers, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to the Package. We will only be able to change the price in this way if we notify you of any price increase at least 20 days before the start of your Package, together with a calculation and an explanation for this change.

If the price of your Package is increased by more than 8% of its total price, then you may:

accept and pay for the price increase;  
reject the price increase and terminate your Package with a full refund; or reject the price increase, terminate your Package and take an alternative one if we decide to offer this. If you decide to take an alternative Package, we will inform you of its impact on the price of your booking. If the alternative Package is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 13 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package and provide you with a refund.

If you decide to reject the price increase and terminate your Package with a full refund, you may also be entitled to compensation in accordance with paragraph 13 below.

You will be entitled to a price reduction for your Package booking corresponding to any decrease in the costs described above which occur after you have booked but before the start of your Package, although we will be entitled to deduct our administrative expenses of this process. You will be entitled to ask for a breakdown of these administrative expenses.

### 3. Low deposit/Pay Monthly Payment Options

A Service Provider may in some instances offer low deposit and instalment plan options for payment of your booking and the full details will be displayed, including payment dates, at the time of booking.

**Low Deposits:** The initial low deposit is due per person and will be shown at the time of booking. Depending on the Travel Service(s) you choose, we will ask you to pay the initial deposit and you will be informed of the due date before booking. In the event you cancel before the due date of the second deposit, you will still remain liable for the full deposit amount (i.e. both the first and second deposit).

**Pay Monthly:** Where you opt for the monthly payment plan, after payment of the deposit, we will invoice for the remaining balance in monthly instalments with the final payment being one month before your specified Booking Confirmation before your departure. In the event you cancel after the second instalment, we/the Service Providers reserve the right to keep all payments made by you to date to cover administration charges.

It remains your responsibility to ensure all payments are received by us or where payment is made directly to a Service Provider, the relevant Service Provider, and the full balance is paid by the date specified in your Booking Confirmation prior to your departure.

Payment options are subject to availability and we reserve the right to end any such offers at any time without prior notice or explanation.

#### 4. Accuracy of Online Content

We take all practical steps possible to ensure that the details displayed on our website are accurate and up-to-date, but we do rely upon the information given to us by the Service Provider(s) which is intended to present a general idea of the services and facilities being offered. Sometimes – and particularly at the beginning and end of the season – certain facilities may be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests or low occupancy.

Some advertised activities or facilities, for example water-sports, may be seasonal and not available all year round. There may be local charges for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, spa access, tennis courts, pool tables and air-conditioning. Unless specifically confirmed in your room type or board basis, you must assume some, if not all facilities will be payable locally. If your Service Providers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will endeavour to pass this information to you.

The online content provided by our Service Providers may not include the latest safety precautions in place to manage the risks of COVID-19. Please refer to paragraph 1A above for more information as to what you should expect in this regard.

Transfer times quoted by the Service Provider for travel between airport and resort are

approximate and, depending on circumstances, the journey time to your own chosen destination may be longer.

If you have booked a shuttle transfer, please note that these run to a set timetable and set route that may not always be immediately to your accommodation.

## 5. Flights

In relation to such bookings, you appoint us to introduce you to our suppliers to source and where relevant book those flights on your behalf and you are our principal. They will arrange for you to enter into the following contract directly with the airline concerned: (i) where the flight is booked by us on the airline's website and not by one of our third party suppliers, you agree to be bound by the website terms of use when we enter the airline's website in response to your search request or request to book; and (ii) you will be bound by the airline's terms and conditions upon your receipt of the Booking Confirmation.

You are advised to read these carefully prior to requesting us to book your flight. Except where the flight forms part of a Package (see paragraph 12 below), we accept no liability in relation to any contract you enter into with the airline, or their acts or omissions, or for the flight service itself.

The airline may provide a booking confirmation directly to you by email and, in such cases, we will generally be unable to access or alter your booking. As such, any amendments to your booking must be made by you, directly with them, except where we state to the contrary in your booking confirmation or in these Terms and Conditions. We will issue a confirmation invoice that details our charges for the use of this booking service (if any).

Where we are able to access your booking with the airline, our suppliers may manage that booking on your behalf, including by accessing your account with the airline to administer the booking (e.g. by making amendments or requesting refunds or other options in relation to cancelled flights), or otherwise to monitor the booking with the airline.

The airline may send correspondence from time to time. We shall inform you of any important matters of which we are made aware that relate to your booking (for instance, schedule changes) and how this might impact upon other holiday arrangements booked with us. However, we will not pass on correspondence that does not relate to your booking. Where applicable, monies paid to us for such flight services are held by us on your behalf until they are paid to the airline in question.

Please note that payment by you to us does not constitute payment to the airline until we make that payment on your behalf, but if we collect monies from the airline on your behalf, their liability to pay that money to you is discharged.

If an airline makes a full refund for a cancelled flight directly to you, or you accept a voucher or



free amendment from the airline instead of a refund, you agree that you will notify us of this and that any liability we have to you in respect of any such flight refund amount is thereby discharged. If an airline makes a partial refund directly to you, then any liability we have to refund you in respect of that same flight shall be reduced accordingly. If you take one of these options from an airline and obtain a cash refund from us in respect of the same flight, you agree immediately to repay the cash refund to us.

**Charter flights:** When you book your charter flight through us, we act as an introduction for the charter flight provider who holds an ATOL. The contract will be between you and the charter flight provider based upon their terms and conditions; a copy of which will be available to you prior to booking and is available on request.

**IATA flights:** Our third party booking agents are appointed by some airlines as their agent through our accreditation with the International Air Transport Association ("IATA"). Where you book these flights through our platform, we will be acting as the introduction to the agent for the relevant airline.

**Operating Carrier Information:** In accordance with EU Regulation (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'CAA list' which contains details of air carriers that are subject to an operating ban within the UK.

In accordance with this same EU Regulation we are required to advise you of the operating carrier(s) (or, if the operating carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will endeavour to confirm the identity of the operating carrier(s) as soon as we are made aware of this.

Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. Any change in the identity of the airline, flight timings and/or aircraft type will not entitle you to cancel or change to other flight arrangements without paying charges, except where specified.

Flight times can change for a number of different reasons. You should always look to reconfirm your flights 48 hours prior to departure to ensure that no changes to your flight schedule have occurred.

## 6. Data Protection

We will ensure appropriate security measures are in place to protect your personal information. The information you provide to us will only be passed onto the Service Providers of your travel arrangements or to other organisations necessary for the provision and performance of your Travel Services, or as may be required pursuant to paragraph 1A above. Certain information may also be passed on to security or credit checking companies to detect and prevent fraud.

## 7. Final Travel Arrangements

Please ensure that all your travel, passport, visa and insurance documents and other documents required for travel, which may be required pursuant to paragraph 1A, are in order and that you arrive in plenty of time for checking in at the airport. Please note that requirements can change at any time and at short notice. You agree that it is your own responsibility to ensure that you have all the necessary documents to travel and acknowledge that LoveDanceLove has no responsibility for this.

You must reconfirm your flight details within 48 hours of departure by checking your airline's website for any travel updates, including any possible schedule changes or cancellations. If your flight time has changed, please ensure you travel to the airport with enough time to accommodate this change.

Transfers: If you have booked a shuttle transfer from your destination airport, please note that these run to a set timetable and set route that may not always be immediately to your accommodation. If we receive notification from your airline that the scheduled arrival time of your flight has changed or that your flight is cancelled (and we replace it), we will liaise with the transfer Service Provider to rearrange your transfer.

If you receive an email or other notification directly from the airline that there is a change to your scheduled flight arrival time or that your flight is cancelled, it is your responsibility to notify us of these changes. We will then liaise with the transfer Service Provider to rearrange your transfer. If you do not notify us we will not be able to rearrange your transfer and you may have to pay additional costs for a different transfer.

#### 8. Amendments by you

Any amendment to your Travel Service made by you will incur an administration charge of £50 per booking plus any charges levied by the Service Provider. No changes can be made less than 5 days before departure.

These charges include but are not limited to:

Change of destination

Change of hotel

Change of name

If you wish to make an amendment to your booking, please email us to submit your requests'. Please note that any changes to any elements of your confirmed booking(s) will incur charges as stated above, even if this appears to be a simple request (e.g. to change one letter in a name). We will pass on your request to the Service Provider but we will not be able to make any amendments to your booking ourselves, nor will we be able to confirm if a Service Provider will make the amendments you have requested.

Amendments can only be made and accepted at the discretion of the Service Provider and in accordance with the terms and conditions of the Service Provider(s) of your Travel Service(s)

(which are accessible at paragraph 28 below), which are made available to you at the time of booking.

The Service Provider may charge amendment charges which may be as much as 100% of the cost of the Travel Service (e.g. for flight bookings) and will normally increase closer to the date of departure. Whilst we will try to assist, we cannot guarantee that such requests to make changes can or will be met.

At the time of booking, you may have the option to select rooms or services which are available at a special rate as they are non-refundable, non-changeable and/or non-transferable from point of sale. This means that from the time the booking is confirmed, no amendments whatsoever (including names, dates and duration) can be made and the only option available is to cancel.

Cancellations of this room type may be charged a 100% cancellation fee by the Service Provider. These rooms are advertised as “Non-Refundable” and may require full payment at time of booking.

Amendment charges are subject to change at any time. Please note that amendment fees are non-refundable and amendments can only be requested by the lead passenger on the booking.

In relation to Package bookings only, you may transfer your Package to another person who satisfies all the conditions applicable to the Package, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer.

You should be aware that many Service Providers do not allow a free transfer and treat it as a cancellation and rebooking (at current prices), for which there is a 100% cancellation charge. Additionally, some Service Providers may give priority to other customers for cancelled arrangements, which means that you may not be able to transfer the exact same booking.

In this circumstance, we will do our best to secure a suitable alternative so that the Package can continue and be transferred to the new person. We shall notify you of the arrangements, and the costs of transfer, upon receipt of your request to transfer. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 7 days or more before departure shall be considered to be reasonable.

#### 9. Cancellations by you

You may cancel your booking at any time prior to departure upon payment of a termination fee as set out in this paragraph.

In the event that you do cancel your booking, and the deposit you have paid does not cover the cancellation charges set out in this paragraph (e.g. because you have chosen a low deposit

option), you must pay any difference between the amount you have paid and the cancellation charge applied.

Any cancellation will incur a cancellation processing fee of £75, plus any charges from the Service Provider(s) as follows:

Flight: 100% of the value of the flights is non-refundable from the point of booking (including baggage, insurance, etc.).

Accommodation: Cancellation charges will depend on whether you have booked a refundable or a non-refundable product. Cancellation charges will be specified to you at the time of booking and vary from one Service Provider to another. You should check your Booking Confirmation and any documentation for details of your specific cancellation terms.

Non-Refundable products may have been paid for in full at the time of booking and no refunds are given in the event of cancellation as per section 8 above.

Transfers: 100% of the value of the transfers is non-refundable from the point of booking.

All requests to cancel must be submitted to us in writing where you will be made aware of any cancellation charges and you must agree to these charges in order to proceed with the cancellation.

If, upon cancellation, you would like to claim back the tax on your flight, please note that:

If your flight booking was made with a low cost or self-service airline (e.g. easyJet, Norwegian, TUI, etc.), you will need to contact the airline directly to request the refund. We will refund any such amounts received by us from the airline following our receipt

If your flight booking was made with one of the scheduled airlines (e.g. British Airways, Virgin Atlantic, KLM etc.), or if the flight has been booked for you by our agents IATA booking system, we can request a refund of the flight tax on your behalf. Please contact us to arrange this for you

Cancellation of Packages for Unavoidable and Extraordinary Circumstances: In relation to Package bookings only, in addition to the cancellation rights set out above, you shall have the right to cancel your booking before the start of the Package without paying any cancellation charge in the event of unavoidable and extraordinary circumstances (which are described in paragraph 14 below) ("Unavoidable and Extraordinary Circumstances") occurring at the place of destination or its immediate vicinity and we have confirmed to you that they will significantly affect the performance of the Package, or they significantly affect the carriage of passengers to the destination.

If you cancel in these circumstances, we shall provide you with a full refund of any payments made in relation to your booking but you will not be entitled to compensation or any of the rights set out in paragraph 13 below.

FCDO Advice and your cancellation rights: Please visit the Foreign, Commonwealth & Development Office's ("FCDO") website to review the latest travel advice about your holiday

destination. Please note that when determining whether or not the cancellation rights described in the paragraph above have arisen, we consider the FCDO's advice. However, this is not the only factor we take into account in determining whether these cancellation rights have arisen.

Ultimately, the existence of these cancellation rights will depend on the particular circumstances which exist at your holiday destination. It may be that the relevant circumstances do not significantly affect the Service Providers' ability to perform the Travel Services that form part of your Package. It may also be the case that we, or our Service Providers, may be able to make arrangements which address the issues identified by the FCDO.

In such circumstances, you will not have the right to cancel your Package in accordance with the paragraph above.

#### IMPORTANT NOTICE ON FCDO ADVICE AGAINST ALL OR ALL BUT ESSENTIAL TRAVEL

FCDO advice is updated on a regular basis and often at very short notice. It is therefore possible that by the time you depart for your holiday, the FCDO will advise against non-essential travel to your destination. You may also be required to quarantine or self-isolate upon your return to the UK, or undertake similar requirements, as a result of measures introduced by the UK Government.

If, at the time of your departure, the FCDO advises UK travellers against all but essential travel to your destinations ("FCDO Advice") or the UK Government introduces measures for any reason (including COVID-19) but your Service Providers are still able to provide the Travel Services in the Package (i.e. the Service Providers have not cancelled the relevant Travel Services), and the performance of your Package is not significantly affected, your cancellation rights in the event of Unavoidable and Extraordinary Circumstances (as described above) will not apply. Our usual cancellation charges will instead apply in these circumstances (as described above).

However, we may disapply our usual cancellation charges if, at the time you made your booking, the FCDO Advice did not apply to your holiday destination but it was then changed or updated so that by your departure date the FCDO Advice did apply. In such cases, we may provide you with a refund for the hotel and transfer services that form part of your Package.

We will only be able to issue you with a refund for the flight element of your Package if this is in line with your airline's cancellation policy. If the airline's cancellation policy includes a full or partial cash refund, we will issue this to you as soon as we receive it from the airline. However, if the airline's refund policy states that your flight is non-refundable, we will not be able to issue

you with a refund for your flight.

Alternatives to refunds: In relation to cancellations made as a result of global travel disruption (arising from the COVID-19 outbreak or otherwise), we may offer you alternatives to a cash refund, such as a voucher, which will allow you to travel at another date. If we offer such options, they shall be offered in addition to your rights set out above. We will let you know if you have these additional options when we inform you about your cancellation arrangements.

Refunds or Vouchers which you receive from Service Providers: In any instance where you are paid a full refund directly by a Service Provider, or you accept a free amendment or a voucher directly from a Service Provider, in relation to a Travel Service booked with us (a "Service Provider Arrangement"), you agree that this will extinguish the amount of any refund payable to you by us in respect of that Travel Service.

If the Service Provider makes a partial refund directly to you, then any liability we have to refund you in respect of that same Travel Service shall be reduced accordingly. You agree to notify us promptly where this is the case and acknowledge that by receiving or accepting a Service Provider Arrangement in the manner described above, you irrevocably waive the right to require a refund in respect of the relevant Travel Service from us.

If you have already been paid a full or partial refund by us when you accept a Service Provider Arrangement, you agree to immediately repay the relevant Travel Service refund to us.

#### 10. Changes and Cancellations to your Travel Services

We and the Service Providers reserve the right to make changes to your Travel Services at any time. Most changes are minor changes and we and the Service Providers will endeavour to pass on to you information regarding any minor changes before you depart. Other than providing such notification, we shall have no further liability to you in relation to minor changes and if you choose to cancel your holiday, our usual cancellation charges set out in paragraph 9 above will apply.

Minor changes: A minor change made prior to your departure could, for example, include (but is not limited to) the alteration of your outward or return flight by less than 12 hours, changes to carriers such as airlines, or changes to aircraft or vehicle type. It may also include change of accommodation to another of the same or better standard with the same main features in the same resort destination, or changes to services available at your accommodation (including those envisaged in paragraph 1A in relation to COVID-19).

Significant changes: Occasionally, we may have to notify you of a significant change that we or the Service Providers are constrained to make to the main characteristics of the booking.

Significant changes made prior to your departure could include (but are not limited to) a change of accommodation to a different tourist area for the whole or a significant part of your time on

holiday, or a change of accommodation to that of a lower standard/star rating for the whole or a significant part of the time you are on holiday. It may also include a change of your outward flight departure time (or the commencement of your other Travel Services) by more than 12 hours, or a change of UK departure airport, except between:

London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend

South Coast airports: Southampton, Bournemouth and Exeter

South Western airports: Cardiff and Bristol

Midlands airports: Birmingham, East Midlands and Doncaster Sheffield

Northern airports: Liverpool, Manchester, Doncaster Sheffield and Leeds Bradford

North Eastern airports: Newcastle and Teesside

Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

We will inform you as soon as reasonably practicable if we or the Service Provider needs to make a significant change to your confirmed Travel Service(s), or to cancel it/them entirely. As most changes will be made by the Service Providers, we will not be liable to you for such changes or to pay any refunds, compensation or other claims.

Your rights will be set out in your contract with the Service Provider. However, we will also liaise between you and the Service Provider in relation to any alternative arrangements offered by the Service Provider and/or refunds or compensation offered.

Significant changes to Package bookings: In relation to Package bookings only, in the unlikely event that we or your Service Providers have to make a significant change to your Package, we will tell you as soon as reasonably possible. You will then have the option to:

accept the proposed change. If this results in a Package of lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 13 below;

reject the proposed change, terminate your Package and take an alternative one if we decide to offer this. If you decide to take an alternative Package, we will inform you of its impact on the price of your booking. If the alternative Package is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 13 below, or

reject the proposed change and terminate your Package with a full refund. We will give you a reasonable period of time to make your decision, which will depend upon the circumstances giving rise to the change, but will usually be 7 days from notification of the proposed change. If we do not hear from you within this timeframe, we will send a reminder to you, following which we shall be entitled to take such action as explained to you in our earlier notification. This may include us terminating the Package and providing you with a refund.

If you decide to reject the proposed change and terminate your Package with a full refund, you may also be entitled to compensation in accordance with paragraph 13 below.

Cancellation of Package bookings: On rare occasions, we or the Service Providers may have to cancel your Package and we reserve the right to do so. If we or the Service Providers have to do

so, we will notify you as soon as possible. We will also offer you an alternative Package if we are able to do so, and inform you of its impact on the price of your booking. If the alternative Package is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 13 below. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the Package.

You may be entitled to compensation as a result of our cancellation of your Package in accordance with paragraph 13 below, except where we are prevented from providing the Package because of Unavoidable and Extraordinary Circumstances and we notify you of the cancellation without undue delay before the start of your Package.

Refunds or Vouchers which you receive from Service Providers: If you accept a Service Provider Arrangement (as described in paragraph 9 above) in circumstances where you are also entitled to a refund from us in respect of that same Travel Service, the same arrangements for Service Provider Arrangements as described in paragraph 9 above shall apply here.

Alternatives to refunds: In relation to cancellations made as a result of global travel disruption (arising from the COVID-19 outbreak or otherwise) we may offer you alternatives to a cash refund, such as a voucher, which will allow you to travel at another date. If we offer such options, they shall be offered in addition to your rights set out above. We will let you know if you have these additional options when we notify you about the cancellation of your Package.

#### 11. Our Service Charges

In certain circumstances we apply service charges which will be shown on your booking confirmation as follows:

Service - Charge

Cancellation or amendment - As per paragraphs 8 & 9\*

Monthly Payment Plan Administration Fee - £5.95 per payment

Low Deposit Payment Plan Administration Fee - £5.95 per payment

Standard Deposit Payment Plan Administration Fee - £5.95 per payment

Service Charge\* - Variable

\*Please note that service charge, cancellation and amendment fees are non-refundable.

#### 12. Our responsibility for your booking

Non-Package Bookings

Provision of the Travel Service: Your contract for the Travel Service is with the Service Provider and their booking conditions apply, subject to such payment terms we have negotiated. As an



introducer we accept no responsibility for the actual provision of the Travel Service.

Our responsibilities are limited to the booking service we provide to you. We accept no responsibility for any information about the Travel Service that we pass on to you in good faith if any errors in that information are beyond our reasonable control (e.g. because they are due to the fault of the Service Provider).

Loss or damage: We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We only supply our services for domestic, non-commercial and private use. We do not therefore accept liability for any business losses (e.g. loss of profit, loss of business, business interruption or loss of business opportunity).

Third party behaviour: We accept no responsibility for the behaviour or actions of third-parties related to your accommodation, transfer or flight, or for any facilities/services withdrawn as a result of their actions.

Extent of our liability: In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the cost of your affected Travel Services (or the appropriate proportion of this if not everyone on the booking is affected).

We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees, agents or subcontractors whilst acting in the course of their employment or engagement, liability for fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.

#### Package Bookings

Performance of the Travel Service: We have a liability to you for the performance of the Travel Services included in your Package booking under the Package Travel Regulations, irrespective of the fact that such Travel Services are to be performed by the Service Providers or the principal suppliers.

However, you must tell us immediately of any failure to perform or improper performance of your Travel Service ("Failure"). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us.

However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with paragraph 13.

The measures set out in paragraph 1A are those which may reasonably be required to manage the risks of COVID-19 as part of normal health and safety procedures. By making a booking with us, you agree that the existence of any such measures shall not be considered as any form of Failure.

When alternative arrangements may be offered: If a significant proportion of the Travel Services included in your Package cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the Package. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality you will be entitled to a price reduction as described in paragraph 13 below.

You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph 13.

Remedy for a Failure: If a Failure substantially affects the performance of the Package, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your Package or terminate your booking without paying a termination fee.

If you decide to terminate, then if your Package included carriage to the destination, we will also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph 13.

Additional accommodation in the event of Unavoidable and Extraordinary Circumstances: If we are unable to ensure your return to your place of departure as agreed in your Package because of Unavoidable and Extraordinary Circumstances, the service provider shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per passenger.

This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the Package.

If a longer period of accommodation than that referred to above is provided for in Passenger Rights Legislation concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described above in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

Other appropriate assistance from us: We shall provide you with appropriate assistance without

undue delay if you are in difficulty whilst on holiday, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, we do not charge for this assistance, although we do reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or a member of your party or through your or their negligence or misconduct.

13. Package Bookings: Price Reduction and Compensation for Damages You will be entitled to an appropriate price reduction for any period during which there is a Failure (as described in paragraph 12 above), unless the Failure is attributable to you.

You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure except where the Failure is:

attributable to you;

attributable to a third party unconnected with the provision of the Travel Services included in the Package and is unforeseeable or unavoidable; or  
due to Unavoidable and Extraordinary Circumstances.

We shall not be liable to pay compensation to you in connection with your Package where there are international conventions that limit the extent or the conditions under which compensation would have to be paid by one of the Service Providers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us.

These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation.

We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements that make up the Package. Please ask us for copies of these international conventions if you would like to see them.

Our liability will also be limited in accordance with the contractual terms of the Service Providers which provide the transportation element of your Package Holiday and in an identical manner as if such limitations applied directly to us.

Our liability to you in connection with your Package shall be limited to a maximum of three times the cost of your Package, except in cases involving death, injury or illness where we or the Service Providers have caused such damage intentionally or with negligence.

If you are granted compensation or a price reduction by another party in relation to the same

Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your Package, except in cases involving death, injury or illness where we have caused such damage with negligence.

We also have no liability where any loss or damage arises out of, or is connected with, the matters described in paragraph 1A.

#### 14. Unavoidable and Extraordinary Circumstances

In these Terms and Conditions, where we refer to “Unavoidable and Extraordinary Circumstances”, it means a situation beyond the control of the party who seeks to rely on such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

Unavoidable and Extraordinary Circumstances may include, for example, warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, (including epidemics and pandemics), industrial disputes, nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, air traffic control strikes and natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the booking.

Except as set out in these Terms and Conditions, we and the Service Providers shall have no responsibility or liability to you for any failure to perform, or a delay in performing, any obligations owed to you which are caused by Unavoidable and Extraordinary Circumstances.

#### 15. Complaints

If you are in difficulty or wish to make a complaint whilst on holiday, this must be reported to us and the Service Provider or their local representative without undue delay. You must, as a strict condition of your booking, obtain a written record of your complaint from the Service Provider or their representative at the time the issue arose. If you are unable to speak to the Service Provider or their representative whilst on holiday, you should contact our Resort Assistance team or the number given to you in your pre-departure information (Monday to Sunday 9am to 5pm GMT. Outside of these hours, we provide an on-call “emergency” service only).

If you fail to follow this reasonable procedure there will be less opportunity for us or the Service Provider to investigate and rectify your complaint. Any compensation you may be entitled to could be reduced or extinguished as a consequence.

Please note that we have not authorised anyone else to be our representatives in resort. Therefore, it is imperative that if you cannot speak to the Service Provider or their representative at the time, you contact the Resort Assistance team above.

If you wish to complain when you return home, please send a detailed complaint, including your written report from the Service Provider or their representative, and any additional documentation supporting your claim.

Please send your complaint within 28 days of your return as the sooner we receive it the easier it is for us and the Service Provider to investigate accordingly. Please allow us the industry-standard period (typically 28 days, but in times of exceptionally high contact levels, up to 56 days) to respond.

Complaints received outside of 28 days of your return may mean we and/or your Service Providers are unable to offer a detailed response, or offer any compensation and/or it may lead to the rejection of your complaint entirely.

We will manage the complaint process on your behalf aiming to provide you a full response within 28 days. If the matter cannot be resolved informally, the provisions of paragraph 16 below will apply.

#### 16. Alternative Dispute Resolution

If we are not able to resolve a dispute informally, we will discuss with you the most effective way of resolving the dispute using mediation or arbitration based on the nature of the dispute.

If you remain dissatisfied, you can request the matter be resolved through independent Arbitration through Hunt ADR. If you wish to make an application for Alternative Dispute Resolution (“ADR”), please contact us with your request and we will send you an application form to complete and return to Hunt ADR along with their processing fee.

#### 17. Travel Advice: visa, passport and health requirements

FCDO advice: We recommend that you always look at the Foreign Travel Advice section of the Foreign, Commonwealth & Development Office where you can also check general visa, passport, health and safety information and other matters prior to booking.

Passport validity: You confirm that all members of your party are UK or Irish residents and hold passports issued within the last 10 years, which are valid for at least 6 months from the date of travel (note that if you renewed your current passport before the previous one expired, extra months may have been added to its expiry date. Any extra months on your passport over 10 years will not count towards the 6 months needed).

General information provided by us: General information on visa, passport and health requirements (where given and applicable) is so given solely on this basis. Requirements may change and you are therefore strongly recommended to check the up to date position with the Service Provider(s) of the Travel Service(s), Passport Office, appropriate embassy or consulate or your doctor as applicable prior to booking and in good time before departure.

Residency: Some of our Service Providers offer their low rates on the basis that customers are resident in the UK and/or Ireland and citizens of the country where the stay is taking place may not be eligible to stay at that particular rate. In most circumstances, this does not apply to citizens of EU countries staying in other EU countries. However, issues may occur where customers are booked to stay in the country where the passport was issued. For example, Turkish nationals in Turkey, or Egyptian nationals in Egypt.

If you think this may affect your booking, you must contact us to confirm your booking will be accepted by the Service Provider as resolution once you are abroad will be very difficult and may result in additional charges being levied to you or the cancellation of the booking by the Service Provider.

Occasionally Service Providers may ask that we contact you prior to the departure date to ask for evidence of the residency of the customers travelling. You must contact our Customer Service team in this instance within the stated time frame with this information in order to confirm that the rates are eligible for all the customers travelling. We cannot be held responsible for any additional costs incurred due to these issues.

#### 18. Taxes/Local Charges and Resort Fees

Certain countries/cities/airports/hotels impose additional taxes and charges, such as departure, tourist or city tax, facility fee or compulsory resort fees. These additional fees are payable directly to your accommodation or local authorities and are for maintenance of local facilities and services. These taxes cannot always be collected by us or your Service Providers in advance. You are wholly responsible for paying these taxes and charges locally prior to check out, and they are subject to change by pronouncement of overseas governments.

Airport departure taxes (under various names) are included in most air ticket prices by airlines, however, certain countries will charge an additional local tax when you leave the country. Unless otherwise stated, they are not included in your booking. If in doubt, please enquire with us prior to booking. We have no liability to you for these taxes or charges and they are not included in your booking.

#### 19. Accommodation Ratings and Standards

Star ratings are used to symbolise the overall quality and level of standards of each accommodation type and are typically based on criteria including the range of standard facilities, the quality of the furnishings, the quality and range of the food outlets, and the overall level of service.

However, there is no uniform and consistent method of star ratings and, as such, they can vary significantly by country, and often within countries. Also, not all countries have official rating systems. Therefore, the rating displayed is only an opinion and should only be used as a guide. If your Service Provider provides an "official" tourist board rating, we will endeavour to include

that within the accommodation description.

We cannot guarantee the accuracy of any ratings given. All ratings are as provided via the relevant Service Provider and are not our personal ratings.

#### 20. Room Allocation

After registration/check-in at your accommodation, you will be allocated a room. It is your responsibility to verify the check-in and check-out times directly with the Service Provider. Please note that the fact that rooms appear listed together on the same booking itinerary does not guarantee that they will be adjacent to one another or otherwise in close proximity.

#### 20A. Passengers with Reduced Mobility

The majority of the Travel Services offered are suitable for all persons, however, it is your responsibility to advise us, prior to booking, of any conditions/disabilities that may affect your holiday. Where possible, we will inquire with the Service Provider about the suitability of the Travel Service for you, however, we can give no guarantees.

It is recommended that you make your own independent enquiries to ensure the Travel Service of your choice is suitable for your particular requirements before making your booking.

#### 21. Building Work

From time to time, maintenance, renovation or refurbishment and its associated noise are unavoidable at a hotel/accommodation. If we are notified of such works, we will inform you before you make your booking or within a reasonable time of us being notified.

Please note that municipal works (for example road works) and other third-party building work in the vicinity of your accommodation is not the responsibility of the accommodation or Service Provider.

#### 22. Insolvency Protection

Our agent providers provide full financial protection for their flight inclusive Package and ATOL protected flight only sales by way of their Air Travel Organiser's Licence number issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected flight or flight inclusive Package through our introduction you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

The suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you

agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.

However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme.

You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### Scheduled Airline Failure Insurance

Your holiday has sheduled Airline Failure Insurance, which provides LoveDanceLive with financial protection in the rare event of the insolvency of an airline or flight consolidator. This means we will be able to claim from the insurer the amounts we have paid to the airline or consolidator for flights not received as a result of the insolvency. This, in turn, will enable us to pay for a replacement flight (or offer you a refund) in the event of the airline or consolidator's insolvency.

#### 23. Your conduct

You acknowledge that you, and all members of your party, are expected to behave in an orderly and socially acceptable manner and not to disrupt the enjoyment of others. If in the Service Provider's opinion, or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Service Provider reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused.

Full payment for any such damage or losses must be made directly to the Service Provider prior to departure. If you fail to make payment, you will be responsible for meeting any and all claims (including legal costs) subsequently made against us because of your actions or the actions of your party together with all costs we incur in pursuing any claim against you.

#### 24. Assignment of claims

In the event that you or a member of your party has a direct legal claim against a Service



Provider for a refund, compensation or other loss or damage, and we agree to pay such a sum to you (whether as a result of a concurrent legal obligation that we have to you or otherwise), you agree that upon such payment being made you shall assign your rights, title, interest, and benefit in and to such legal claims to us upon our request.

You agree that you will not assign or otherwise transfer any of your legal rights or claims against us which arise out of or are in connection with your booking or these Terms and Conditions except as otherwise permitted in these Terms and Conditions.

#### 25. Chargebacks and claims against Service Providers

Unless such rights have arisen under section 75 of the Consumer Credit Act 1974, you agree not to issue any chargebacks or otherwise dispute transactions with your payment card issuer against us ("Chargeback"). Rather, your rights to refunds and other claims shall be governed solely by these Terms and Conditions. You also agree that if you initiate a Chargeback (including under section 75) or make a demand for payment from a Service Provider (which may be satisfied by the payment of cash, issue of vouchers or as otherwise agreed between you and the Service Provider), we shall be entitled to take such steps as we consider reasonable to ensure that you are not paid twice for the same claim.

This may include suspending any obligations we may have to pay you under these Terms and Conditions (or otherwise) until the Chargeback or claim against the Service Provider has been finally determined and the time limit for any challenge or appeal has expired.

#### 26. Entire Agreement

These Terms and Conditions set out the entire agreement and understanding between you and us in connection with your booking and supersede any prior representations, agreements, conditions, negotiations and undertakings whether made orally or in writing.

#### 27. Law and Jurisdiction

These Terms and Conditions are governed by English law and the courts of England and Wales have exclusive jurisdiction over any dispute or matter arising out of these Terms and Conditions (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable.)

**LoveDanceLive is a trading name of Pacific Intergen LLC Reg no, 001156655.**