

Terms of Business of Louane Tailored Travel

Introduction

These Terms of Business, together with our Privacy Policy and any other written information brought to your attention before we confirmed your booking, including the supplier(s) Terms and Conditions, apply to your booking with Louise Rush trading as Louane Tailored Travel of 25 Bridge End Lane, Great Notley, Braintree, Essex, CM77 7GN (“we” or “us”).

Please read them carefully as they set out our respective rights and obligations. References to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made, or any other person to whom a booking is added or transferred.

If you have any further questions after reading these Terms of Business, please contact us and we will be happy to help you.

Nature of Our Services

We act as an agent for third party travel providers.

When you make a booking, we will arrange for you to enter into a direct contract with the supplier(s) named on your finalised quotation and booking summary. We do not own or control those who actually provide the accommodations, flights, car hire, other transport, event tickets or other services which you book through us.

Your Contract

By confirming a booking, you agree on behalf of all persons detailed on the booking that you have read both these terms of business and the supplier’s terms and conditions, and agree to be bound by them; you consent to our use of information in accordance with our Privacy Policy, and you are over 18 years of age.

The supplier's specific terms and conditions apply to your booking. In addition to reading our terms of business (this document), we strongly advise you to read the supplier's terms and conditions (aka booking conditions) carefully as they contain important information about your booking.

We will direct you to the supplier’s specific terms and conditions for your booking. They may be found in their current brochure, on their website, or with your finalised quotation and confirmation documents. If for any reason, at any time, you cannot access the supplier’s specific terms and conditions for your booking, let us know.

As an agent, we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. Until all components of the holiday have been confirmed by the individual supplier, no contract has been formed.

Booking Details

You must verify all booking details immediately upon receipt. We require you to promptly review, sign and return to us, a copy of the 'Booking Authorisation Form', which we will send to you. If you believe that any details on the booking summary, Booking Authorisation Form (or any other document) are wrong you must notify us immediately as it may not be possible to make changes later, you may incur charges to make changes and it may harm your rights if we are not notified of any inaccuracies in any document immediately. Please check that all details, such as titles, names, dates of birth, travel dates, and timings are correct on receipt of all documents and advise us of any errors immediately. We will not make any charge for changes to documents, but you will have to pay any charges made by suppliers.

Payments and Fees

Deposit and Payments

When you make your booking, you will be required to pay either a deposit or make full payment as specified at time of booking. Where you only pay a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their terms and conditions. Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned. Our preferred method of payment is by bank transfer into the trust account held for clients of The Global Travel Group Ltd. We accept all major credit and debit cards but we do not accept American Express or corporate cards unless by prior approval. We do not accept card payments for bookings made within three weeks of the departure date.

All deposits are non-refundable and comprise of the initial payment required by the supplier named on your booking summary plus £350.00 maximum.

Upon making a payment, you are confirming that you have read, understood, and accept the tour operator's terms and conditions as well as our terms of business (this document).

Cancellation and Amendments

Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking, the supplier may charge the cancellation or amendment charge shown in their terms and conditions (which may be 100% of the cost of the travel arrangements). We may collect this on their behalf and you also must pay us any applicable administration charges. We reserve the right to charge an administration fee in addition to any fees imposed by the supplier according to their terms and conditions.

Cancellation due to Force Majeure or Foreign Office Advice

In the circumstance that your holiday may be cancelled by the Tour Operator, Airline or due to Foreign Office Advice and any unforeseen circumstances where you are entitled to a full refund, we reserve the right to withhold an administration fee to cover our costs relating to the booking. This fee will be no more than £350 per booking dependent on the individual circumstances of the cancellation and the level of administration and time spent.

Changes or Cancellation by the Supplier

We will inform you of any changes or cancellation as soon as reasonably possible. If the supplier offers alternative arrangements or a refund, you will need to let us know your choice within the time period we stipulate. If you fail to do so, the supplier is entitled to assume you wish to receive a full refund. We accept no liability for any changes or cancellations made to your arrangements by the supplier under your contract with them.

Our Service Charges

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

Administration Fees & Service Charge

A charge for the booking agency services we provide to you. Please note that the term Service Charge does not refer to us putting together a holiday package, it is our standard charge for the service of acting as a Travel Agent. As an example, this can include if you choose to change your booking at any time, we reserve the right to charge an Administration Fee for our time to make any amendments.

Consultancy Fees

A fee may be required upfront for certain enquiries before research begins or quotations are prepared. This may apply to high-value or complex itinerary requests, among others. We will notify you during the initial consultation if a Consultancy Fee applies to your enquiry. If your enquiry results in a confirmed booking after paying a Consultancy Fee, we will deduct this fee from your initial payment due. If no booking is confirmed within 60 days from the date of our quotation, your enquiry will be closed and the Consultancy Fee paid is non-refundable.

Our Responsibility for Your Booking

Your contract is with the supplier and its booking conditions apply. We act solely as an agent for bookings and accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected) or £1,000,000 whichever is the lesser. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence.

Complaints Procedure

The contract for your arrangements is between you and the supplier and any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their local supplier or agent immediately. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the supplier as set out in your booking confirmation. We will of course assist you with this if you wish. If the matter cannot be resolved and it involves us, it can be escalated further through The Travel Network Group complaints procedure.

Financial Protection

Louane Tailored Travel works in association with Off Broadway Travel, an accredited member of The Travel Network Group (TTNG), and specifically The Global Travel Group (TGTG). The Global Travel Group can be contacted at: St Andrews House, West St, Woking, Surrey, GU21 6EB. Our membership number is T3610.

All client payments made are held in TGTG's client trust account, ensuring that funds are protected at all times and can only be used for the booked travel arrangements.

For your peace of mind, we only use ATOL protected tour operators so whenever you buy an ATOL protected flight, or flight inclusive holiday from us, 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.

On all flight inclusive arrangements, your money is ATOL protected meaning that you will be able to continue with your holiday or receive a refund of the amount paid to us in the unlikely event of our insolvency or the insolvency of your service providers.

Special Requests

We will communicate your special requests (such as dietary needs, room preferences, special occasions etc.) to the supplier but we cannot guarantee these requests will be fulfilled.

Travel Insurance

Adequate travel insurance is a condition of your booking. You are responsible for ensuring you have adequate coverage in place. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Failure to disclose relevant information (e.g. pre-existing medical conditions) will affect your insurance. If you fail to travel with adequate insurance cover, we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

Accommodation Ratings and Standards

Accommodation ratings are displayed as provided by the supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied. Safety standards in some countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.

Room Allocation, Local Taxes, and Fees

On arrival at your accommodation, you will be allocated a room. It is your responsibility to verify the check-in and check-out times directly with your accommodation supplier. Please note that any local taxes, resort fees, and expenses will be payable to your accommodation supplier in resort upon check-in/out.

Building Works

From time to time, renovation or refurbishment and its associated noise are unavoidable at hotels and other types of 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.

Elderly Clients/ Disabled Clients/ Special Assistance

We are able to enquire with the supplier about the suitability of arrangements for you and provide replies prior to booking. You must make all requests before a booking is confirmed. If you or any member of your party have any disabilities or requirements for assistance, it is extremely important that we make the necessary arrangements to make your holiday run smoothly. We must, therefore, insist that you notify us before completing any reservation to ensure compatibility of the holiday that you choose. Any special assistance we request for you, such as with airlines, accommodation providers, or via the tour operators is provided by those suppliers with whom your contract exists and failure by them to supply the relevant assistance is not the responsibility of us as your agent.

Delivery of Documents

All documents (e.g. invoices/tickets) will be sent to you by post or email. Once documents leave our address, we will not be responsible for their loss unless such loss is due to our negligence. You must pay any charges made by suppliers if tickets or other documents need to be reissued.

Passports, Visas, and Health

We can provide general information about the passport and visa requirements for your trip, but this is for guidance only. You must independently verify specific requirements because, as the passenger travelling, it is your own responsibility to check and comply with the requirements before you travel. The specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and /or Consulates. Neither we nor the supplier accepts any responsibility if you cannot travel because you have not complied with any passport, visa, health, or other immigration requirements.

Most countries, airlines, and cruise lines now require passports to be valid for at least 6 months beyond the intended period of travel.

Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. You can obtain further information about passport and visa requirements at: <https://www.gov.uk/browse/citizenship/passports>.

We can provide general information about any health formalities required for your trip but we are not medical experts, and you should check with a doctor or health care professional for your specific circumstances.

Up-to-date travel advice can be obtained from the Foreign and Commonwealth Office at: <https://www.gov.uk/foreign-travel-advice>. Here, we recommend signing up to 'Get email alerts' to directly receive immediate notification of any country updates.

For more information about a specific country or resort area see: <https://www.gov.uk/knowbeforeyougo>.

Final Travel Arrangements

Please ensure that all your travel, passport, visa, and insurance documents are in order and that you arrive at the airport allowing plenty of time for check-in/ bag-drop. In general, this is 3 hours before the scheduled time of departure for all destinations but we recommend checking with the individual airline for its check-in policy. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

Force Majeure

Except where otherwise expressly stated in these terms of business, we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier of the service in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and all similar events outside our control or the control of the supplier concerned.

Conditions of Suppliers

The services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Behaviour

Please be aware that the terms and conditions of the supplier will normally state that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. Suppliers will also often require you to pay for any damage you cause to the accommodation in resort. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the supplier or any third party as a result of your conduct.

What do we do with your Personal Information?

We will process any information you give us in accordance with the UK General Data Protection Regulations (GDPR) of 2018. Our privacy policy explains how we will handle your data and when we will disclose personal information.

Information about Products and Services

We may use the personal information you give us to keep you informed about our products and services. You may opt out of receiving such marketing information by contacting us directly or alternatively by writing to us at the address shown below. We will never rent or sell your details to third parties for marketing purposes. Visitors to our website who subscribe to our email service who have not opted out from receiving promotional emails, may receive promotional mailings and e-mails from Louane Tailored Travel.

Prevention of Fraud, Debt Tracing, and Collecting Monies

We may use the personal information you provide us with for the purposes of financial control and debt recovery through outside agencies.

Accessing Your Personal Information

You are entitled to ask us what personal details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. In certain limited circumstances we are entitled to refuse your request. This information will only be sent to the email or postal address on file for the subscriber's name associated with it. If you believe that we are storing details relating to you and that these are incorrect or you wish to change or remove them, please contact us (details below).

Contact Information

Louise Anne Rush trading as:

Louane Tailored Travel, 25 Bridge End Lane, Great Notley, Braintree, Essex, CM77 7GN.

Our direct line local rate telephone numbers and email address will be shared with accepted clients.

For general enquiries and all other matters, contact us using the Contact form on our website: www.louane.co.uk. Please allow 48-hours for our response.

Overseas Emergency

In the event of an emergency whilst you are overseas, you must notify the supplier of your holiday along with your hotelier/ accommodation provider, and your travel insurance provider. Contact details for the supplier of your holiday should be stated within your travel documents. For urgent assistance whilst overseas, clients can call our **24-hour emergency line: +44 (0)7501 468 340**. This telephone number is not to be used for new enquiries or any other purpose.

Governing Law

These terms of business are governed by English law, and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Other Websites

Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this Privacy Statement. You should exercise caution and look at the Privacy Statement applicable to the website in question.

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