

Terms and Conditions

LAKESIDE TRAVEL SERVICES LIMITED



Terms & Conditions

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Head Office: 35 Allhallows Lane, Kendal, Cumbria. LA9 4JH. T: 01539 239239

Transcare: 32 Church Street, Keighley, West Yorkshire. BD21 5HS. T: 01535 680034

Reg: 08739198 - VAT Reg No: 175 8799 36

Banking: Barclays: Lakeside: SortCode:20-45-28 Account: 93841782

W: www.LakesideTravelServices.co.uk E: Admin@LSTS.co.uk





Terms & Conditions

Introduction to Terms and Conditions

These Terms and Conditions (T&Cs) form an agreement between Lakeside Travel Services and all of its subsidiaries (LSTS) and its customers. For the purposes of these T&Cs, the term "hirer" refers to the individual or entity that undertakes the booking and payment for the service. The term "clients" refers to all individuals, including the hirer (if applicable), who utilize or are intended to utilize the services provided by LSTS. This includes those who accompany the hirer or those traveling under the booking made by the hirer.

LSTS encourages you to read these T&Cs carefully. By confirming your booking, you acknowledge having read these T&Cs and agree to be bound by them, with both parties accepting this agreement as legally binding.

Reservations policy

LSTS recommend making all bookings well in advance to secure your desired service. LSTS reserves the right to amend the details and prices of any travel service at any time, including correcting the details and prices of confirmed services. LSTS will attempt to communicate any such changes as soon as possible using the contact details provided.

Pricing policy

Advertised prices cover the hire of a vehicle and a driver for the expected duration of your booking and are normally valid for 7 days from the date of the quote. Prices are subject to increase due to market changes, legislative changes, or other circumstances beyond our control.

Whilst LSTS make every effort to maintain our advertised prices, LSTS reserve the right to amend the price and details of any travel service at any time, including correcting any errors in the price and details of confirmed services. Such changes may be due to, but not limited to, legislative or market changes or circumstances beyond our control.

Should price and/or travel details amendments become necessary, LSTS will endeavour to notify you in advance through the most appropriate means, including but not limited to writing, in person, text message, telephone call, or email, prior to your departure. If any amendment is not acceptable, you may cancel the booking in accordance with our cancellation policy, detailed within this document, without incurring any penalty or administration charge.

All prices quoted include statutory insurance and any additional items specifically listed in your booking confirmation. However, they do not cover VAT, personal insurance, snacks, meals, refreshments, optional activities, entrance fees, and gratuities unless explicitly stated in your booking confirmation.



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Bookings, payments, & deposits

Travel services can be booked subject to availability and confirmation via telephone, online, email, our mobile application ("App"), or through our registered agency partners. A service is considered booked only upon receipt of an official booking confirmation. In the event of a booking error, such as a conflict with a previously made booking, LSTS will make every attempt to contact the hirer (or contact details provided by the hirer) to resolve the issue.

All non-Hackney Carriage/Private Hire services must be fully paid for before departure.

Payments can be made over the telephone via PayPal (via an emailed payment link), credit or debit card, or in person at our Kendal offices using credit or debit card or cash.

For bookings confirmed within 28 days of the travel date, the full payment is required at the time of booking. For reservations made more than 28 days ahead of the departure date, a 50% deposit must be paid when the booking is made. The remaining balance is due 28 days before departure. Bookings through travel agents are subject to the agent's own payment terms and conditions.

If payment is not made at the time of booking, LSTS may provisionally accept your booking but reserve the right to cancel it if, for instance, another customer makes a conflicting request. In such cases, LSTS will attempt to notify you to enable you to complete your payment.

A booking becomes confirmed once LSTS receive the full payment and issue a booking confirmation to you or your travel agent.

If there are any inaccuracies or omissions on the booking confirmation, please contact us (admin@LSTS.co.uk or 01539 239239), or your travel agent, as soon as possible and within 5 days of receipt. LSTS will make every effort to correct any mistakes or misunderstandings. Should there be any changes to the booking costs or services provided, these will be communicated to you or your travel agent.

LSTS reserve the right to charge for any administrative or logistical adjustments (refer to our cancellation policy for charges) or to issue a full refund and cancel your booking if necessary. If an amendment cannot be made, or the original booking cannot be confirmed, our cancellation policy will apply.



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Cancellations by you

Should you need to cancel your booking or any part of it, you must notify us immediately via phone or email. Please contact our customer service department at 01539 239239 or admin@lsts.co.uk to ensure prompt processing of your cancellation. Due to costs incurred from late cancellations, LSTS apply the following cancellation charges:

- More than 14 days prior to departure: Free cancellation with a 100% refund.
- 2-14 days prior to departure: 50% refund.
- Less than 48 hours before departure: No refund.

For any specific queries or concerns regarding our cancellation policy, do not hesitate to contact us.

If LSTS change or cancel your booking

LSTS reserve the right to change or cancel your confirmed booking as changes in circumstances may affect your booking. Such change is circumstances include but are not limited to: Where LSTS believe weather or traffic conditions may make travelling hazardous or introduce delay or unduly extend the travel time. Vehicles may experience mechanical faults or be otherwise involved in incidents or accidents. Driver/Guides may suffer illness etc. Environmental changes such as, but not limited to, flooding and poor driving conditions, traffic conditions or road closures.

In such cases passengers will be entitled to a full refund or alternatives (if available and agreed, subject to availability).

Reserved rights

LSTS reserve the right to reallocate any unsecured booking at any time.

Either at the commencement of the journey or during, the right is reserved to refuse any person to the journey and, at the discretion of LSTS, to terminate the journey. If circumstances warrant such action a full and documented reason shall be made available within 28 days (on request and by email or letter). LSTS will not accept claims for compensation related to consequential losses, additional travel costs, or any other financial or non-financial claims resulting from these actions. Circumstances that may trigger such actions include, but are not limited to:

- Physically violent, loutish, threatening behaviour, verbal abuse, or racist behaviour of any kind.
- Non-compliance with UK laws.
- Drunken or Drug related behaviour.



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- Taking, carrying, or misuse of any non-prescribed drugs.
- Use of any item as a weapon or in a threatening manner.
- The taking of and/or carrying of alcohol when in the vehicle.
- Refusal or failure to provide evidence of entitlement to partake in the journey.
- Refusal or failure to adhere to health & safety regulations.
- Refusal or failure to comply with these terms and conditions.
- Refusal or failure to pay the correct fee for the journey.
- Any other behaviour deemed unsuitable, dangerous, or insulting to drivers, guides, passengers, partners, or third parties.

Spillage & soilage charge

Should any spillage or soilage occur within the vehicle, the original hirer will be subject to a charge, up to a maximum of £250. This fee is intended to cover the cost of professional cleaning (valet) services and to compensate for lost revenue while the vehicle and/or driver are unavailable for service. The determination of the actual charge will take into account the severity and nature of the spillage or soilage, along with the total downtime incurred by the vehicle and driver. This assessment is made at the sole discretion of management.

Data protection

Your personal data is protected in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) (EU) 2018. LSTS collect your personal details, such as your name, address, telephone number, and payment information, exclusively for the purpose of our booking processes. These details are held on our IT systems and will not be stored beyond their initial use without your explicit consent. You may opt in to receive further communications or offers from us and our selected partners by a clear and affirmative action, which LSTS will provide details for at the point of collection.

You have the right to request access to, correction of, or deletion of any personal data LSTS hold about you at any time.

LSTS may seek your explicit consent separately for marketing communications, distinct from booking confirmation texts, which may contain marketing information or offers. You have the freedom to withdraw this consent at any time, without affecting the service LSTS provide you.

If you wish to exercise any of these rights, or if you have a request concerning the removal of your personal data from our systems, please contact us directly at admin@lsts.co.uk.



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Cookies

LSTS use cookies on our website primarily to monitor visitor numbers and geographic locations, not to collect personal information about you. For more detailed information on how LSTS use cookies, including how you can manage your cookie preferences, please refer to our Privacy Policy.

Concession requirements

For concessionary rates (including competition prizes or other awards), LSTS may ask you to provide proof of entitlement at the time of booking, during the service, or upon service fulfilment. Acceptable forms of proof include any legal document featuring a recognisable photo and date of birth, such as a Driving Licence, Passport, or National Identity Card. If such proof is not provided when requested, LSTS reserve the right to withdraw the concession and require payment of the full amount. Please be aware that decisions made by Management regarding concessions are final.

Third parties & attractions

Many tours include visits to attractions operated by third parties. These attractions have their own specific reservation rules, payment procedures, terms and conditions, and Health and Safety (H&S) policies, which operate in conjunction with our own Terms & Conditions. LSTS are not liable for any damages, losses, or injuries that may occur in connection with third-party services. This includes, but is not limited to, visits to third-party attractions or locations. LSTS encourage our customers to review the third-party terms and conditions and H&S policies before participating in any such activities.

Children

Children under 14 years of age must be accompanied by an adult at all times. For the purposes of these Terms & Conditions, an adult is defined as a person aged 18 years or older. LSTS reserve the right to request proof of age to verify that an accompanying adult meets this age requirement. Accompanying adults are responsible for maintaining full control and assuming all responsibility for the children in their care. Every child, including infants, is required to occupy their own seat. Accompanying adults must provide suitable infant carriers or child seats. Upon request and subject to availability, LSTS can provide child seats. However, it is the responsibility of the accompanying adult to ensure such a request is made in advance of travel.

Please note, while LSTS allow accompanying adults to use their own child seats, LSTS will not be held liable for any injuries sustained, directly or indirectly, from the use of any child seat provided by the accompanying adult or from the use of a child seat provided by us. It is the

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accompanying adult's responsibility to ensure that any child seat used is properly installed and fit for use.

Animals

LSTS welcome pet dogs, registered guide dogs, registered assistance dogs, and cats on our services. The accompanying person is fully responsible for the animal, including its feeding, hygiene, toileting, restraint, and control. To ensure the health and safety of all passengers and our drivers, some of whom may have allergies to pet hair, it is mandatory to inform us at the time of booking if you plan to travel with an animal. This allows us to take necessary precautions and ensure a suitable driver is assigned to your service. Cats must be carried securely within a carry box at all times.

Failure to inform us about an animal could result in service disruption if the assigned driver has pet allergies. In such cases, LSTS may not be able to proceed with the booking as planned, and immediate alternative arrangements might not be available.

Please consult our Spillage & Soilage Charge section for details on potential additional charges related to animal care. Specific requirements for traveling with animals, must be clearly communicated at the time of booking and will be confirmed in your booking confirmation.

Alcohol, tobacco, vaping & non-prescribed drugs

LSTS enforce a zero-tolerance policy regarding the use of alcohol, tobacco, vaping (including e-cigarettes), and non-prescribed drugs in all our vehicles. To ensure the safety and comfort of all passengers, our vehicles are designated as smoke-free and vapor-free environments and prohibit the use of alcohol and non-prescribed drugs at all times.

Insurance

LSTS operates in compliance with UK law, maintaining compulsory and statutory insurance against accidents and third-party liability. LSTS strongly recommend that all passengers secure personal and/or travel insurance to cover potential risks such as injury, theft, loss, or other unforeseen events.

Lost property & Personal Belongings

LSTS does not assume responsibility for any personal items left behind on our vehicles or with our drivers. Should any items be found after your journey, they will be kept at our Kendal office for a period of 28 days. After this time, unclaimed items will be disposed of. Management reserves the right to impose a storage charge for holding lost property, which



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must be settled before you can collect your items. LSTS strongly advise against asking our drivers to look after your belongings at any time, as LSTS cannot be held liable for loss or damage to items left in their care.

Luggage storage & transportation

To ensure LSTS can meet all passengers' needs and maintain safety standards, it is essential to declare all luggage items at the time of booking. This declaration should include the number of items, their size, and weight. Failure to do so may result in difficulties accommodating your luggage and, in certain circumstances, could lead to the cancellation of your booking. This policy is crucial for effective vehicle space management and helps to ensure the dispatch of an appropriately sized vehicle.

Passengers are allowed one small, lightweight day bag each onboard, with a weight limit of 2KG. These bags should be stored securely in the footwell or kept on the passenger's lap, ensuring they do not obstruct the driver's vision or impede safety within the vehicle in any way. Items that could hinder the driver's ability to operate the vehicle safely or pose health risks to any person are strictly prohibited.

The responsibility for any luggage items remains with the customer throughout the journey. LSTS is not liable for the loss, damage, or theft of any items before, during, or after transport.

For customers on a tour operated by LSTS, limited luggage storage is provided at the Kendal offices, subject to an additional charge determined by the size and duration of storage, and contingent upon space availability. It is important to note that all stored luggage remains at the owner's risk, meaning LSTS cannot be held liable for any loss, damage, or theft.

Transportation and/or storage of luggage is provided with the understanding that it occurs entirely at the owner's risk. This means that while LSTS strive to handle all items with care, LSTS cannot be held liable for any loss, damage, or theft of transported or stored items.

Driver hours & rest period regulations

To ensure the safety of all passengers and to comply with legal requirements, the hours agreed upon with drivers at the time of booking for the operation of any service vehicle must be strictly observed. These hours are subject to strict regulations regarding drivers' hours of service and mandatory rest periods. To maintain compliance with these regulations, LSTS reserve the right to curtail or modify any service that does not adhere to the relevant laws. This policy is crucial for ensuring the well-being of our drivers and the safety of our passengers, reflecting our commitment to responsible and lawful operations.



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Delays & waiting charges

With the exception of delays caused by traffic, flight, rail network, breakdown, poor weather, or public emergencies, any time delays caused by the client(s) exceeding 30 minutes beyond the agreed start time, during travel, transfers, or at the point of drop-off, will incur a waiting charge of £50.00 for the first hour (after the initial 30 minutes) and thereafter £12.50 per 15 minutes. For example, a wait time of 50 minutes would incur a waiting charge of £50, while a wait time of 1 hour and 10 minutes would incur a charge of £62.50. Wait time is cumulative across the entire journey.

Whilst LSTS staff endeavour to provide accurate estimates regarding pickup and travel times, travellers should allocate extra travel time, especially if making connecting travel arrangements or appointments. LSTS shall not be liable for any additional costs incurred by the traveller due to late arrival or departure of our vehicles. Furthermore, LSTS is not obliged, nor liable, to transport the passenger(s) to any alternative destination should any connecting arrangements be missed.

Route & time variation

Vehicles must depart at the agreed time. Should the vehicle be detained by the clients beyond the contracted departure time or at any point during the journey, LSTS reserves the right to apply an additional charge, calculated based on the wait time formula provided within the section "Delays and Waiting Charges." LSTS will not be liable for any delays, losses, or injuries (financial or otherwise) sustained by any passenger(s) due to failure to board the vehicle at the appointed time, adverse weather or traffic conditions, vehicle faults (including incidents or accidents), driver/guide illness or unavailability, environmental changes such as (but not limited to) flooding, poor driving conditions, traffic congestion, or road closures. Please note, the reasons listed are illustrative and not exhaustive, indicating that other unforeseen circumstances could also affect service provision without liability to LSTS.

If you have a complaint

If you have any observations or need to make a complaint regarding your travel service with LSTS, we strongly encourage you to bring this to our attention as soon as possible after the journey. For us to address your feedback effectively, please provide us with as much detail as possible, including your booking details, the time and date of your service, and a thorough description of your observations or the nature of your complaint. This information can be submitted in writing or via email.

Upon receiving your feedback, LSTS commits to conducting a thorough investigation within 30 working days. Our aim is to resolve all matters directly with our customers, avoiding the involvement of third parties, solicitors, litigation, or counsel whenever possible. Should a



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complaint not be satisfactorily resolved through our internal processes, we are open to resolution through arbitration, conducted in accordance with English law. This step ensures an impartial resolution process for both parties involved.

We value your feedback as it aids in enhancing our services and helps to ensure future experiences meet our expected high standards for customer satisfaction.

Force Majure

Except as expressly provided in these T&Cs, LSTS cannot accept liability or pay compensation where the performance or prompt performance of our contractual obligations or those of third parties is prevented or affected by circumstances amounting to 'force majeure'. Such events may include, but are not limited to, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, adverse weather conditions, fire, flood, acts of God, failures of electricity or communication services, governmental or local authority sanctions. This list is not exhaustive.

By confirming your booking with us you agree to the T&Cs as set out in this document. Please contact 01539 239888 or admin@LSTS.co.uk if you require any further clarification.

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