



## NEXT GENERATION TRAVEL BOOKING CONDITIONS

### 1. Our details

**Next Generation Travel** Limited is a company registered in accordance with the laws of England and Wales, with the company number 07406226 and registered address at Chiltern House, 181 Bristol Avenue, Blackpool, Lancashire, FY2 0FP, Tel : 01253 441000 . Next Generation Travel Limited has a number of wholly-owned subsidiaries (all with the same registered address) through which it conducts business. These are:

- 1.1. WST Travel Limited, incorporated and registered in England and Wales with company number 02599533, trading as “WST Travel Limited”, “Galina International Study Tours” and “Study Experiences, Sports Experiences” and “Remembrance Travel for Schools and Young Persons;”
- 1.2. Anglia Tours Limited, incorporated and registered in England and Wales with company number 04958490; and
- 1.3. FHT Travel Limited, incorporated and registered in England and Wales with company number 04437559.

(together “we,” “us,” our”)

### 2. Our Booking Conditions

- 2.1. As tour organisers, we have put together these terms and conditions which apply to all customers or travellers wishing to book a tour with us (these “**Booking Conditions**”).
- 2.2. These Booking Conditions apply to all companies within our group, regardless of the company or subsidiary with whom you communicate.
- 2.3. These Booking Conditions, together with our **Privacy Policy**, our **Website Terms of Use** (where your tour is booked via our website) and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us.

### 3. Making Your Booking

- 3.1. To make a booking, our Booking Form and Parental Consent Form (if applicable) must be completed. It is the Group Leaders responsibility to have acquired completed Parental Consent forms for all of the students booked on this tour. In the absence of a signed booking form , payment of deposits is acknowledgement of our booking conditions. This must be signed by the first named person on the booking (“**Group Leader**”). The Group Leader accepts the booking on behalf of all travellers named in the booking (the “**Group**”) and warrants that he/she is authorised to do so.

- 3.2. In these Booking Conditions references to "**you**" and "**your**" include the Group Leader, every member of the Group and any other person to whom a booking is added or transferred. Please read these Booking Conditions carefully as they set out our respective rights and obligations.
- 3.3. Except where otherwise stated, these Booking Conditions only apply to bookings which you make with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these Booking Conditions to "**tour**", "**booking**", "**contract**", "**package**", "**tour**," "**travel arrangements**" or "**arrangements**" mean such bookings unless otherwise stated.
- 3.4. The completed and signed Booking Form must be sent to us via email to our representative assisting you, together with the payments referred to in clause 9 below.
- 3.5. Subject to the availability of your chosen arrangements, we will confirm your booking by issuing a confirmation invoice. This invoice will be sent to the Group Leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.
- 3.6. A binding contract between us comes into existence when we despatch our confirmation invoice to the Group Leader and at this point, your booking has been confirmed.

#### **4. Group Leader Responsibilities**

- 4.1. Where you, as the Group Leader represent a Group, you accept these Booking Conditions on behalf of every member of the Group. You, as the Group Leader, warrant that you are authorised by every member of the Group to accept these Booking Conditions and make bookings on their behalf. It is the Group Leader's responsibility to ensure:
  - 4.1.1. that you obtain the requisite authority from all travellers and/or their parents or guardians to sign these Booking Conditions;
  - 4.1.2. that you obtain the requisite authority from all travellers regarding the use of personal data in accordance with our Privacy Policy and are authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
  - 4.1.3. the proper conduct of all travellers as more fully described in clause 5;
  - 4.1.4. that all passport formalities are completed and any other personal arrangements are made relating to visas, currency and medical requirements;
  - 4.1.5. that the traveller details provided to us are accurate, in particular, that traveller names are exactly as they appear on the passport with no abbreviations;
  - 4.1.6. you collect all deposits, full payments, insurance premiums, balances, cancellation charges and other monies of any description due to us from all travellers; and

4.1.7.that the Group reaches the starting point of the relevant tour at the allocated time.

4.2. The Group Leader accepts responsibility for any damage or loss caused by any member of your Group. The Group Leader also accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

4.3. The Group Leader must give travellers an accurate, clear and complete picture of the travel arrangements. The Group Leader must not make any representations, verbally or in writing, to any traveller which are in addition or different to those contained in our applicable advertising material or which are contrary to corrections or alterations previously advised by us unless authorised to do so by us in writing.

#### 4.4. Travellers under 18

##### **Where any traveller is under the age of 18:**

4.4.1.the Group Leader acts in loco parentis, "in the place of a parent" i.e. takes the legal responsibility of a person or organization taking on some of the functions and responsibilities of a parent whilst on tour. By signing the booking form, the Group Leader confirms that he/she is so authorised.

4.4.2.the Group Leader must:

4.4.2.1. ensure that a Parental Consent Form has been signed by the traveller's parent/guardian

4.4.2.2. the parent/guardian has read these Booking Conditions and has the authority to and does agree to be bound by them; and

4.4.2.3. the parent/guardian consents to our use of their child/ ward's personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements).

#### 4.5. Package Travel Regs 2018 Responsibilities

In order to ensure compliance with the Package Travel and Linked Travel Arrangements Regulations 2018 ("**Package Travel Regs**"), the Group Leader must ensure:

4.5.1.that all details relating to the travel arrangements, the booking and any other conditions and relevant general information set out in our advertising material or elsewhere are drawn to every traveller's attention before any booking is taken;

4.5.2.that these Booking Conditions are drawn to the traveller's attention before any booking is taken and that the traveller (and/or the parent/guardian) is given the opportunity to read the Booking Conditions; and

4.5.3.that each traveller is made aware, in particular, of the financial protections contained in clause 6.

## 5. Traveller Behaviour

5.1. **General:** All our travellers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel

manager or any other person in authority, your behaviour or that of any member of your Group is causing or is likely to cause distress, danger or annoyance to any other travellers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately.

- 5.2. In the event of such termination our liability to you and/or your Group will cease and you and/or your Group will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your Group. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your Group may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your Group jointly and individually liable for any damage or losses caused by you or any member of your Group. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.
- 5.3. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.
- 5.4. We also expect all travellers, where necessary, to be punctual; listen carefully to any instructions and/or safety information provided; not interfere with other people's property and belongings; treat all accommodation and services with respect; leave bedrooms tidy; and respect that males should not enter female rooms, and vice versa.
- 5.5. **Hygiene:** We require that you abide by all national and local rules and guidelines issued in relation to the Covid-19 pandemic. This includes the use of face masks and hand sanitizer and adherence to social distancing rules. Personal hygiene must be observed when eating and drinking. Where compliance with certain rules or guidelines is considered mandatory by national or local authorities, you may be required to pay a penalty or fine for non-compliance. We will not be held liable for any non-compliance with mandatory rules or guidelines and/or for the payment of fines or penalties incurred as a result of such non-compliance.

## 6. Your Financial Protection

### Financial Protection for Flights-Civil Aviation Authority

- 6.1. We provide financial security for flights and flight-inclusive bookings by way of our Air Travel Organiser's Licence issued by the Civil Aviation Authority (the "CAA"). Claims can be made to the Civil Aviation Authority using the following contact details: Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).
- 6.2. When you buy an ATOL protected flight, or flight inclusive tour 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight-inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all tours or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to travellers who book and pay in the United Kingdom.

6.3 We, or 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 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).

6.4 If we, or 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

**Financial Protection for Packages-ABTA Limited, The Travel Association**

6.5 To the extent that your booking does not include flights and comprises a “package” as defined by the Package Travel Regs 2018, we provide financial protection for your booking by way of an ABTA Bond held by ABTA Ltd, The Travel Association.

6.6 ABTA and ABTA members help travellers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA’s Code of Conduct.

6.7 For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA at 30 Park Street, London, SE1 9EQ or see [www.abta.com](http://www.abta.com).

6.8 If your booking does not include flights and does not comprise a “package,” your monies may not be financially protected. Please ask us for further details.

6.9 For all claims under the CAA and ABTA, the following numbers apply:

Company Name	Company Number	ATOL Number	ABTA Number
<b>WST Travel Limited</b> , trading as “WST Travel”, “Galina International Study Tours”. “Sport Experiences”, “Study Experiences”, “Remembrance Travel for Schools and Young People”	02599533	9233	V6133
<b>Anglia Tours Limited</b>	04958490	6512	Y3463
<b>FHT Travel Limited</b>	04437559	6238	W7138

## 7. Arbitration

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). The scheme has certain rules and thresholds that must be met. In particular, a claim must be made within the time limits specified by ABTA. There are also limitations relating to the amount and/or nature of your claim.

## 8. Special requests and medical conditions / disabilities

- 8.1 If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied with (where it is possible to give this) where it is important to you.
- 8.2 We regret we cannot accept any conditional booking, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests.
- 8.3 If you or any member of your Group has any medical condition or disability which may affect your tour or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. At Provisional booking Stage we will send you a specialist assistance checklist for you to complete and return to us.
- 8.4 In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your tour develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel your booking when we become aware of these details.

## 9 Your Price

- 9.1 **Deposits.** When you make your booking you must pay a deposit per person (see chart below). The balance of the price of your booking must be paid at least 10 weeks before your departure date. If the booking is made within 10 weeks of travel, full payment is due at the time of your booking. If you have booked to attend a theatre performance or if your booking includes flights using a low cost airline or if your booking includes any non-recoverable supplier costs should you cancel your tour, we will require the full price of the tickets to be paid up front.

9.2 **Failure to Pay.** If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment you must pay the cancellation charges shown below under clause 12, depending on the date we reasonably treat your booking as cancelled.

Type of Booking		1 <sup>st</sup> Non-Refundable Deposit payable on Booking	2 <sup>nd</sup> Non-Refundable Deposit payable 8 weeks after booking
Bookings which exclude Flights	Day Trips	£15 payable per person	£15 payable per person
	Total booking cost per person up to £300	£30 payable per person	£70 payable per person
	Total booking cost per person over £301	£50 payable per person	£70 payable per person
Bookings which include Scheduled Flights, Eurostar or rail		£70 payable per person	£70 payable per person
Bookings which include Low-Cost Airline Flights		£120 payable per person	£70 payable per person
For Bookings including theatre tickets, <u>in addition to the above standard deposits</u>		Actual cost of theatre tickets	N/A

### 9.3 Variations

9.3.1 We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed bookings. You will be advised of the current price of the tour that you wish to book before your contract booking is confirmed.

9.3.2 We also reserve the right to increase the price of confirmed bookings solely to allow for increases which are a direct consequence of changes in:

9.3.2.1 the price of the carriage of passengers resulting from the cost of fuel or other power sources;

9.3.2.2 the level of taxes or fees chargeable for services applicable to the tours imposed by third parties not directly involved in the performance of the tours, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and

- 9.3.2.3 the exchange rates relevant to the package.
- 9.3.3 Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.
- 9.3.4 Should an amendment or increase in price be undertaken as stated above:
  - 9.3.4.1 we will absorb and you will not be charged for any increase equivalent to 2% of the price of your booking, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. **You will be charged for the amount over and above that;**
  - 9.3.4.2 if the increase amounts to more than 8% of the price of your confirmed booking (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another tour if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy; and
- 9.4 Should the price of your booking go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £10. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- 9.5 There will be no change made to the price of your confirmed booking within 20 days of your departure nor will refunds be paid during this period.

## **10 If You Change Your Booking & Transfers of Bookings**

### **10.1 Change of Bookings**

- 10.1.1 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to assist, but cannot guarantee that we will be able to meet your requested change. Any request for changes to your booking must be made as soon as possible, in writing by the Group Leader.
- 10.1.2 Where we can meet a request, all changes made will incur the appropriate costs associated with the change given to us by the suppliers. Any amendments made within 8 weeks of travel will be subject to a £20 administration fee. Any amendments/cancellations to flight tours are subject to the specific airline amendment/cancellation charges. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

10.1.3 Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with these Booking Conditions.

## **10.2 Transfer of bookings**

10.2.1 If you or any member of your Group is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

10.2.1.1 that person is introduced by you and satisfies all the conditions applicable to the booking;

10.2.1.2 we are notified not less than 7 days before departure;

10.2.1.3 you pay any outstanding balance payment, an amendment fee of £20 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and

10.2.1.4 the transferee agrees to these Booking Conditions and all other terms of the contract between us.

10.2.2 You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in these Booking Conditions will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

10.2.3 Depending on our suppliers' terms and conditions, certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangement.

## **11 Cutting Your Tour Short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **12 If You Cancel Your booking before Departure**

12.1 Should you or any member of your Group need to cancel your booking once it has been confirmed, the Group Leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below.

12.2 Should one or more member of a party cancel, it may increase the per-person booking price of those still travelling and you will be liable to pay this increase.

12.3 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Notice Period	Cancellation Charges
70 days or more before departure	Loss of all scheduled deposits + any supplier costs already incurred (E.g. flight tickets, theatre tickets etc.)
69 – 30 days before departure	70% of booking cost
29 – 0 days before departure	100% of booking cost

12.4 Please note that insurance premiums and amendments charges are not refundable in any circumstances.

12.5 Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

### **13 Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

13.1 You have the right to cancel your confirmed booking before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your destination or its immediate vicinity and significantly affecting the performance of the booking or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease, epidemic or pandemic at the travel destination and/or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

13.2 This clause 13 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### **14 If We Change or Cancel Your Tour**

14.1 It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Please note, our tours require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular tour have not been received, we are entitled to cancel it . We will notify you of cancellation for this reason at least 6 weeks prior to departure of your tour .

14.2 Most of these changes will be minor. If we make a minor change to your booking, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of

your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

14.3. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your tour. Significant changes are likely to include the following changes when made before departure:

14.3.1 a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away;

14.3.2 a change of accommodation area for the whole or a major part of the time you are away;

14.3.3 a change of outward departure time of 12 or more hours;

14.3.4 a significant change of itinerary missing out one or more major destination substantially or altogether.

14.3.5 a change of UK departure airport except between:

14.3.5.1 the South Coast airports: Southampton, Bournemouth and Exeter;

14.3.5.2 the South Western airports: Cardiff and Bristol;

14.3.5.3 the Midlands airports: Birmingham, East Midlands and Doncaster Sheffield;

14.3.5.4 the Northern airports: Liverpool, Manchester and Leeds Bradford;

14.3.5.5 the North Eastern airports: Newcastle and Teesside;

14.3.5.6 the Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen; and

14.3.5.7 the London airports: Gatwick, Heathrow, Luton, Stanstead, London City and Southend

14.4. We will not cancel your travel arrangements less than 60 days before your departure date, except for Events Beyond our Control (see clause 16) or failure by you to pay the final balance. If this is the case, we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

14.5 If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

14.5.1 (for significant changes) accepting the changed arrangements; or

14.5.2 if available and where we offer one, accepting an offer of an alternative tour. If the alternative tour is of a lower value, we will refund the price difference. If the alternative tour is of a higher value, you will be required to pay in the price difference; or

14.5.3 receiving a full refund of all monies you have paid to us within 14 days of cancellation.

14.6 You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative travel arrangements.

## 14.7 Compensation

14.7.1 In addition to a full refund of all monies paid by you and subject to clause 14.7.3, we will pay you compensation as detailed in the table below, in the following circumstances:

14.7.1.1 If, where we make a significant change, you do not accept the changed arrangements and cancel your booking; and

14.7.1.2 If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

14.7.2 The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure when a significant change/cancellation is notified</b>	<b>Compensation payable per group</b>
60 days or more	£0.00
29-59 days	£30.00
15-28 days	£40.00
7-14 days	£45.00
Less than 7 days	£60.00

14.7.3 We will not pay you compensation in the following circumstances:

14.7.3.1 where we make a minor change;

14.7.3.2 where we make a significant change or cancel your arrangements more than 60 days before departure;

14.7.3.3 where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;

14.7.3.4 where we are forced to make a change or cancel as a result of Events Beyond our Control (see clause16);

14.7.3.5 where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;

14.7.3.6 where we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached; and/or

14.7.3.7 where we have to cancel your arrangements as a result of your failure to make full payment on time.

## **15 Delays, Missed Transport Arrangements and other Travel Information**

- 15.1 If you or any member of your Group misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.
- 15.2 You have rights in some circumstances to refunds and or compensation from your airline in cases of denied boarding, cancelled or delayed flights . Full details of these rights will be publicised at EU airports and will also be available from airlines . If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must , at the time of payment of any compensation to you , make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment . A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight
- 15.3 We cannot accept liability for any delay which is due to any of the reasons set out in clause 16 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time.
- 15.4 The carrier(s), flight timings and types of aircraft shown in our brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your e-tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.
- 15.5 These Booking Conditions are our responsibility, as your tour operator. They are not issued on behalf of, and do not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

## **16 Events Beyond Our Control**

- 16.1 Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond our Control means any event which we or the supplier of the service(s) in question could not foresee or avoid even if all reasonable measures had been taken. Such events may include actual or threatened war, riot, civil strife, terrorist activity (or threat thereof), industrial dispute, natural or nuclear disaster , fire, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or adverse weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, labour strikes,

lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

- 16.2 **Covid-19 Implications:** please note that certain travel arrangements may be affected as a result of the Covid-19 pandemic. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as an Event Beyond our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **17 If You Have a Complaint**

- 17.1 If you have a problem during your tour, please inform the relevant supplier (e.g. your hotelier or guide) immediately who will endeavour to put things right. If your complaint is not resolved locally, you should notify us by phone from the resort. Until we know about a complaint or problem, we cannot begin to resolve it. If you remain dissatisfied you must write to us within 28 days of your return home giving full details of your complaint. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.
- 17.2 Please note that we offer an Alternative Dispute Resolution service through our ABTA membership.

## **18 Our Responsibilities and Liability**

- 18.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel Regs 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package tour you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your tour. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 18.2 It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these Booking Conditions.
- 18.3 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

- 18.4 We will not be responsible or pay you compensation for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
- 18.4.1 the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
  - 18.4.2 the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable; or
  - 18.4.3 Events Beyond our Control (as defined in clause 15).
- 18.5 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 18.6 We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.
- 18.7 We limit the amount of compensation we may have to pay you if we are found liable under this clause:
- 18.7.1 **Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money)**, the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - 18.7.2 **For all other claims which do not involve death, illness or personal injury**, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 18.8 below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.
- 18.8 **Claims in respect of international travel by air, sea and rail, or any stay in a hotel.**
- 18.8.1 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by

air, the Athens Convention for international travel by sea (as amended by the 2002 protocol where applicable) and COTIF, the Convention on International Travel by Rail).

18.8.2 Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim.

18.8.3 When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

18.9 We cannot accept any liability for any damage, loss, expense or other sum(s) of any description:

18.9.1 which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;

18.9.2 which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers;

18.9.3 comprise business losses including self-employed loss of earnings; and/or

18.9.4 indirect or consequential loss of any kind.

18.10 Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your tour. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## **19 Conditions of suppliers**

Many of the services which make up your tour 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 (see clause 18). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

## **20 Excursions, activities and general area information**

20.1 We may provide you with information (before departure and/or when you are on tour) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of

us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 18.1 of our Booking Conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

- 20.2 We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your tour, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a tour with us, we will pass on this information at the time of booking

## **21 Insurance**

- 21.1 Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness.
- 21.2 It is our policy to INCLUDE travel insurance in all quotations. Please take time to read your insurance key facts. Our insurer is Endsleigh Insurance Services Limited.
- 21.3 If you do not want to take out our insurance please advise us at the time of your enquiry or booking. You will need to confirm in writing that you are making alternative travel insurance arrangements. Please contact us if you would like to see a sample policy. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.
- 21.4 If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **22 Passport, Visa and Health Requirements**

- 22.1 The passport and visa requirements applicable at the time of printing to British citizens for the tours we offer are shown on [www.fco.gov.uk](http://www.fco.gov.uk) Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your Group is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your tour. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your Group is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

- 22.2 Details of any compulsory health requirements applicable to British citizens for your tour are shown [www.fco.gov.uk](http://www.fco.gov.uk). It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org) Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For tours in the EU / EEA you should obtain an GHIC prior to departure from the Department of Health on the NHS website. Health requirements and recommendations may change and you must check the up to date position in good time before departure.
- 22.3 It is the Group Leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### **23 Prompt Assistance**

If, whilst you are on a tour, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your Group, or otherwise through your or your Group's negligence.

### **24 Travelling to the USA - ESTA Requirements**

- 24.1 It is now a mandatory requirement when travelling to the USA to register for Electronic Travel Authority and receive travel authorisation via ESTA prior to travel.
- 24.2 Passengers who have failed to apply for and receive travel authorisation may be denied boarding, experience delayed processing or be denied admission into the USA. There is an online application form available at <https://esta.cbp.dhs.gov>. A fee will be charged for each new application or for a renewed ESTA. All Payments must be made by credit or debit card when applying for or renewing an ESTA. The ESTA system accepts the following credit/debit cards: MasterCard, VISA, American Express, and Discover. Your application will not be submitted for processing until all payment information is received. You must apply for authorisation a minimum of 72 hours prior to travel. Your ESTA will be valid for up to two years, or until your passport expires - whichever comes first. It is also valid for multiple entries to the US. However you must amend any necessary data, such as date of travel and your address whilst in the US. Please remember that issue of ESTA

does not guarantee admissibility to the United States - it is only part of the travel approval process. All queries in relation to this requirement should be addressed via the US Embassy Consular department.

## **25 Marketing**

We may use your written feedback in promotional materials. If you do not wish to be quoted, please inform a member of staff on written feedback information.

## **Brochure / website / advertising material accuracy**

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us at the time of booking.

## **26 Safety standards**

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## **27 Jurisdiction and Applicable Law**

We agree that English Law (and no other) will apply to these Booking Conditions, your booking and to any dispute, claim or other matter of any description which arises between us (“**claim**”). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).