

EXPERIENCES IN LEARNING TRAVEL BOOKING CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with EXPERIENCES IN LEARNING TRAVEL LTD, Registered Office Address: 47 Deanscroft, Knebworth, England, SG3 6BD ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking (the "Leader"), the parent or guardian of any child under 18, and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, you agree that:

- a) you have read these Booking Conditions and has the authority to and does agree to be bound by them;
- b) you consent to our use of personal data in accordance with our Privacy Policy and are authorised to disclose personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) you are over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that you are of the appropriate age to purchase those services;
- d) you accept financial responsibility for payment of the booking.

1. BOOKING & PAYING FOR YOUR ARRANGEMENTS

A booking is made with us when you pay us a deposit (or full payment if you are booking within [60 days] of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

A binding contract will come into existence between you and us as soon as we have issued a booking confirmation to the Leader. The booking confirmation will confirm the details of your booking.

Every trip will have an outlined payment schedule, which will be clearly visible before booking and contained in your booking confirmation. If you do not adhere to the payment deadlines outlined in your payment schedule (including but not limited to paying the final balance not less than [60 days] prior to scheduled departure), we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate once each member of the group has booked onto the trip. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

2. ACCURACY

We endeavour to ensure that all the information and prices both on our website are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

3. INSURANCE

Validity of your trip is conditional on all group members being covered by appropriate and adequate personal travel insurance. It is a condition of our accepting your booking that this travel insurance is in effect prior to the date full payment of the tour cost must be made at latest. This insurance must include cover for (i) cancellation or curtailment of your tour as a result of circumstances outside your control (including accident or illness and inability to travel for other reasons), (ii) personal accident, (iii) personal liability, (iv) medical expenses and repatriation in the event of medical need, (v) personal effects and money and (vi) cover for costs and liability arising from playing and practising your sport. Please note, it is the sole responsibility of each parent or guardian booking a child onto the trip to ensure that the travel insurance purchased is suitable for the particular needs of the individual traveling, including without limitation, in respect of any pre-existing medical condition (which must be disclosed to the insurer prior to purchasing the policy).

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.

Should the school desire to use their own transportation for any aspect of the trip contained in this agreement, any insurance, protection or assurances will need to be covered by the school's own existing insurance providers and policy for this method of transport, which will exist outside the bounds of this agreement.

4. YOUR OBLIGATIONS

- a) You agree to, and do appoint the Leader as your representative and point of contact with authority to bind you by its acts and omissions in respect of your obligations under your contract with us.
- b) The Leader and any teachers traveling from the school are officially in charge of the group and are responsible for ensuring that the group will be fully and properly supervised at all times and that all instructions and guidance we provide are followed.
- c) The Leader and teachers also warrant that at least one accompanying supervising adult will be on duty at all times throughout the duration of the trip. The supervising adults are responsible for the good behaviour and discipline of the group throughout the tour.
- d) All our customers 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 party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. 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.
- e) No group member under 18 years will be allowed to consume alcoholic beverages without prior written consent of their parent/ guardian and no member of the group will be permitted to smoke in the bedrooms or otherwise cause fire hazards.
- f) The Leader is also responsible for ensuring that all group members are specifically made aware of the above obligations prior to the tour commencement.
- g) The Leader, teachers and supervising adults must read the pre-tour safety information provided and ensure this is followed by all group members as applicable. Further details of our Safety Management System are available on request.
- h) You agree to keep us indemnified against and for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses and all other sums of whatever nature ("Liability") which we reasonably incur or become liable for as a result of

the act(s) and/or omission(s) of the Trip Leader, particularly (but not limited to) in relation to any failure to pass on information required to be passed on in accordance with the PTRs or the ATOL regulations.

- i) For avoidance of doubt, please note that notwithstanding the appointment of the Leader under this condition 4, you retain overall responsibility for performance of your obligations in relation to the trip, including performing all administrative tasks such as providing us with all the necessary information we need to provide the trip, and assisting us when requested.

5. PRICING AND SET DEPARTURE

We reserve the right to make changes to prices of unsold trips and correct errors in prices of confirmed trips.

We also reserve the right to increase the cost of your trip after confirmation should our costs increase as a direct consequence of a change in:

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- c) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), and any other transport providers.

We will absorb, and you will not be charged for, any increase in the costs referred to above up to an amount equivalent to 2% of the trip cost. You will be charged for any increase in our costs over and above this 2%. If any increase in the cost of your confirmed booking in accordance with this clause is greater than 8% of the total cost of your trip (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday 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 7 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.

Should the price of your holiday 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.

You will be notified of any price increase or reduction applied in accordance with clause 5 together with the justification for and calculation of this not less than 20 days before departure.

6. JURISDICTION AND APPLICABLE LAW

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

7. CUTTING YOUR TRIP 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 trip 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 holiday 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.

8. IF YOU CHANGE YOUR BOOKING & TRANSFERS OF BOOKINGS

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the Leader. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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. A change of tour dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the tour price where, for example, the basis on which the price of the original tour was calculated has changed. 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 clause 9.

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

- a) that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b) we are notified not less than 7 days before departure;
- c) you pay any outstanding balance payment, an amendment fee of £25 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d) the transferee agrees to these booking conditions and all other terms of the contract between us.

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 clause 9 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

9. IF YOU CANCEL YOUR BOOKING BEFORE DEPARTURE

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person holiday price of those still travelling and you will be liable to pay this increase. Concessions for accompanying adults may also be adjusted.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before departure in which you notify us	Cancellation Charge
More than 60 days	Deposit only
60-30 days	75 % of holiday cost
Less than 30 days	100% of holiday cost

Please note that insurance premiums, the TTA safe seat guarantee, payments made to airlines and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

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

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

Any agreement to extend or otherwise vary the payment timetable does not affect the payment of cancellation charges (including the timetable) as set out in this clause.

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You may terminate the package travel contract at any time before the start of the package without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your holiday 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.

For the purposes of this clause, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as 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 to the travel destination as agreed in the package travel contract.

This clause 9 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 .

10. IF WE HAVE TO CHANGE OR CANCEL YOUR TRIP

Changes to confirmed tour arrangements sometimes have to be made and we reserve the right to do so at any time.

Most changes will be insignificant and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. 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.

Occasionally, before departure, we may have to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special

requirements which we have accepted. Examples of 'significant changes include the following, when made before departure:

- a) A change of accommodation area for the whole or a significant part of your time away.
- b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- c) A change of outward departure time or overall length of your arrangements by more than 12 hours.
- d) A change of UK departure airport except between:
 - i) The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - ii) The South Coast airports: Southampton, Bournemouth and Exeter
 - iii) The South Western airports: Cardiff and Bristol
 - iv) The Midlands airports: Birmingham and East Midlands
 - v) The Northern airports: Liverpool, Manchester and Leeds Bradford
 - vi) The North Eastern airports: Newcastle and Teesside
 - vii) The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- e) A significant change to your itinerary, missing out one or more destination entirely.

We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of *Events Beyond Our Control* or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

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

- a) (for significant changes) accepting the changed arrangements; or
- b) having a refund of all monies paid; or
- c) if available and where we offer one, accepting an offer of an alternative holiday (we will refund any price difference if the alternative is of a lower value).

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 booking arrangements.

For Ski Trips, we cannot accept responsibility for snow and weather conditions which may affect skiing or ice skating etc. The decision of your ski school on the suitability of snow conditions is final.

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

- a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

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

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a) where we make a minor change;
- b) where we make a significant change or cancel your arrangements more than 60 days before departure;

- c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

11. EVENTS BEYOND OUR CONTROL

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, 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 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, industrial dispute, 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.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. 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 Events 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.

12. COMPLAINTS

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact info@eiltravel.co.uk.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

13. TTA ARBITRATION

As we are a member of the Travel Trust Association, you have the option to enter independent arbitration with the TTA in the event of a disagreement between yourselves and us. Contact information for the TTA can be found here: <https://thetravelnetworkgroup.co.uk/contact-us/>

14. EXCURSIONS

Any excursions or other arrangements provided by the school or another party is not part of your agreement with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

15. OUR RESPONSIBILITIES

- i) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all the travel services specifically included in your package, as set out in your confirmation invoice and the confirmation itinerary. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the confirmation itinerary.
- ii) We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- iii) We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: a) the acts or omissions of the person(s) affected or b) the acts or omissions of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or c) Events Beyond our Control. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- iv) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
 - a. loss of and/or damage to any luggage or personal possessions and 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.
 - b. Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - c. Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
 - i. The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

- ii. In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - iii. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
- v) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the confirmation itinerary and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday 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 in respect of any claim for damages or compensation whatsoever 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 holiday. 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.
- vi) 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 conditions.
- vii) 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.
- viii) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - a. 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;
 - b. relate to any business;
 - c. indirect or consequential loss of any kind.
- ix) 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.
- x) 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 holiday. 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.

15. TRAVEL DELAY

If you or any member of your party 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.

Your travel insurance may provide you with some cover in the event of significant delay. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your

flight and/or provide you with refreshments, meals and accommodation under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004.

Where applicable, you should pursue the airline for the compensation or other payment due to you. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk/Passengers/Resolving-travel-problems for further details.

We cannot accept liability for any delay which is due to any of the reasons set out in *Events Beyond Our Control* 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).

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK.

This website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

16. AIRLINE CARRIERS

We are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any changes to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings detailed on your confirmation letter or elsewhere are for guidance only and subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to the Leader approximately two weeks before departure. The Leader must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched. - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

17. FINANCIAL SECURITY

We take your financial protection very seriously. We are members of the Travel Trust Association who provide financial protection for all our customers, in the unlikely event that anything may happen to us at any stage from booking your holiday to the time you come home. You can be always assured that your money is fully protected against the failure of our company or the failure of any of our suppliers. In the unlikely event of something going wrong, The Travel Trust Association is on hand to facilitate your holiday or provide refunds if for any reason it's not possible for your holiday to continue. At all stages your money and your safety is 100% securely protected.

The Travel Trust Association is a travel trade association with members consisting of travel agents, tour operators and travel organisers. Members of the Travel Trust Association are bound by a code of conduct to operate within a strict set of operational guidelines. These guidelines include the operation of a Trust Account, which is used to store and protect customers' money. The Trust Account is supervised by a third-party independent auditor. As a customer, any payments you make to us are made into this Trust Account and suppliers are paid from this trust account for the services you need for your holiday. In addition to the protection afforded by the Trust Account, the TTA also guarantees your financial obligation up to a value of £11,000 per passenger. So if you paid £2,000, the TTA guarantee they will reimburse the loss of the £2,000, where it is not available for you from the trust account.

We provide financial security for flight-inclusive [packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 12488, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority. When you buy an ATOL protected product 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. The price of our flight inclusive arrangements includes the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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 the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If 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.

18. ENTRY REQUIREMENTS, PASSPORTS, HEALTH FORMALITIES

It is the responsibility of the parent or guardian to check passport and visa requirements for your tour at the time of booking. We can only provide general information about this. Requirements may change and you must check the up to date position in good time before departure. We will assume that all group members are British citizens with a British passport (or entitlement to apply for one) unless the booking advises us otherwise. For British citizens, a full British passport generally takes approximately 6-8 weeks to obtain. If any group member (who is a British citizen) is 16 or over and hasn't yet got or had a passport, even more time needs to be allowed as the UK Passport Service has to confirm identity before issuing a first passport. If any group member is not a British citizen or holds a non British passport, their parent or guardian should advise us before making the booking so that we can provide them with the applicable general advice on passport and visa requirements. Please ensure you check the latest position on applying for or renewing a passport at the earliest opportunity.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC).

For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the FCDO, visit <https://www.gov.uk/travelaware>.

It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those introduced to deal with coronavirus) in good time before departure. As changes may occur at any time (including at short notice), the Leader must ensure they are aware of the current position prior to departure. Details are available from your GP surgery and travel clinics and from the National Travel Health Network and Centre www.travelhealthpro.org.uk. Information on health is also available on www.nhs.uk/live-well/healthy-body/before-you-travel. We will notify you of any health requirements (such as mandatory inoculations) that must be satisfied in order to gain entry into your tour destination(s). However, health requirements and recommendations may change at any time and are likely to have done so before you travel (quite possibly at short notice). You must therefore check the up to date position in good time before and close to departure. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

It is the Leader's responsibility to ensure that all group members 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 or otherwise comply with all applicable requirements (including health / coronavirus related ones.). If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or expenses or costs being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply.

19. SPECIAL REQUESTS AND REDUCED MOBILITY / MEDICAL CONDITIONS / DISABILITIES

If you have any special request, the parent or guardian must advise of this prior to the booking being made or as part of the booking process. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed it. 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 in your confirmation pack or elsewhere 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. Special requirements we have accepted will be specifically confirmed as accepted in your confirmation pack.

Before you make your booking, we will advise you as to whether the proposed tour arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

If any group member suffers from reduced mobility or has any other medical condition or disability which may affect your tour or any special requirements as a result of reduced mobility or any medical condition or disability, the parent or guardian should advise us before they make a booking so that we can provide you with precise information as to the suitability of the arrangements for the person(s) concerned taking into account their needs. In any event, the Leader must give us full details in writing at the time of booking and whenever any change in the condition, disability or mobility occurs. The school must also promptly advise us if any medical condition, disability or reduction in your mobility which may affect your trip develops after your booking has been confirmed. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

20. PROMPT ASSISTANCE DURING YOUR HOLIDAY

In the event you end up in difficulty (of any sort) during your tour, we will provide you with appropriate assistance as soon as reasonably possible including the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. 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. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

21. CONDITIONS OF SUPPLIERS

Many of 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 which will form part of your contract with us. 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.

22. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.