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# BOOKING CONDITIONS 2018

These booking conditions, together with the general information contained in our brochures and website, form the basis of your contract with The School Travel Company Ltd.

Please read them carefully as they set out our respective rights and obligations.

In these booking conditions, “you” means the Party Leader and “your” means all persons named on the booking including anyone who is added or substituted at a later date. “The School Travel Company”, “we”, “us” and “our” means The School Travel Company Ltd; Registered in England No. 7691077; Registered address 22 Worcester Street, Stourbridge DY8 1AN, England.

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### Travel Insurance

Please note: Adequate and valid travel insurance is compulsory for all of our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance.

Often schools, local authorities, or academy trusts provide their own cover

We recommend you take out insurance as soon as your booking is confirmed.

## 1. Booking and Paying for Your Arrangements

- (a) On booking, you must submit a signed Booking Form accompanied by a deposit of £25 per person (coach tours), £50 per person (train tours) £150 per person (air tours), £250 per person (worldwide tours).

A second a deposit of £75 per person (coach and train tours) £100 per person (air tours) and 30% of the total booking price (worldwide tours) is due 8 weeks after confirmation of booking.

The full remaining balance must be received by us not less than 10 weeks prior to your departure date. This date will be shown on the Confirmation of Booking. Reminders are not normally sent. If you do not pay your second deposits or final payment by the dates specified this will be a breach of the contract between us entitling us to consider the booking as cancelled by you and to apply cancellation charges as set out in these booking conditions.

- (b) For all bookings taken within 10 weeks of departure, the total holiday cost must be paid, along with the signed Booking Form. A full Passenger Names list as per passport is required at the time of booking for the Insurance Company and airline (air tours).
- (c) The Booking Form must be signed by the first named person on the booking (“the Party Leader”). The Party Leader must be at least 18 years of age and the Party Leader must guarantee that he/she has the authority to accept and does accept on behalf of the party the terms of these booking conditions. The completed and signed Booking Form must then be sent to us together with the payments referred to above.
- (d) You are responsible for making all payments to us. Please note that, if you are paying via your Local Authority, governing body, central agency, or similar, it is important that you make any necessary arrangements to ensure that all payments reach us within the time limits below, and inform us immediately you know this might not be possible.
- (e) No contract exists between you and the Company until we confirm your holiday by either dispatching a written confirmation to you or your travel agent or by giving a verbal confirmation (followed by written confirmation) if booking within 8 weeks of departure.
- (f) Deposit payments are not refundable, except where stated otherwise in these booking conditions. However, in some circumstances they can be reclaimed under the terms of some insurance policies, less any excess which applies.
- (g) This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you are resident in either of these countries and wish to do so.
- (h) Changes to these Booking Conditions or the General Information shown in our brochure will only be valid if confirmed in writing. If any information given on the confirmation or any other document appears to be incorrect or incomplete you must inform us as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (or five days for tickets).

## 2. Pricing & VAT

- (a) The prices shown in our brochure were calculated on 10<sup>th</sup> May 2017 on the basis of known costs and exchange rate of £1 = €1.0865 (EUR), £1 = \$1.2919 (USD), and £1 = ₹82.6147 (INR) as shown in the HSBC Global Markets Daily Update on that date.
- (b) The price of your chosen holiday will be confirmed at the time of booking. Prices include VAT calculated under the Tour Operators’ Margin Scheme (TOMS), the conditions of which do not permit us to issue invoices showing VAT as a separate element, **nor you to reclaim VAT**.
- (c) We reserve the right to alter the prices of any of the holidays shown in our brochure. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.
- (d) Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services, such as landing taxes or embarkation or disembarkation fees at ports and airports, and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of

the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel: 1) you must do so within 14 days from the date on your final invoice, 2) We will provide a refund of insurance premiums paid to us 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, by more than 2% of your holiday cost, then any refund due will be paid to you. 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.

All monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

### **3. Your Financial Protection**

- (a) For flight-based holidays this is through our Air Travel Organiser's Licence, number 10489.

When you buy an ATOL protected, flight-inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 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.

- (b) When you buy a package holiday that doesn't include a flight, protection is provided by way of bonds, details of which are available on request.

### **4. ABTA**

We are a Member of ABTA, membership number Y4983. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on the website.

### **5. If you change or cancel your booking**

- (a) Please read each of our booking documents carefully as soon as received and contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later.
- (b) If you should wish at any time to change your arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to accommodate your request(s) but this may not always be

possible. You must confirm in writing any requests for changes to be made. We reserve the right to make a £25 amendment charge per change per booking form and will pass on to you any costs we incur from our suppliers in making the alteration(s) requested. You should be aware that these costs are likely to increase the closer to the departure date that changes are made. Please note that in some cases (e.g. budget airlines) amendment charges (including ticket name changes) can exceed the initial costs.

- (c) Should you, or any member of your party, need to cancel your chosen holiday once it has been confirmed, you 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. As we incur costs from the time we confirm your booking and may be unable to re-sell your holiday, the following cancellation charges will always be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. These cancellation charges are payable by you whether or not you have already paid a sufficient amount to us in deposits.

<b>Period before departure within which written notification of cancellation(s) is received by us</b>	<b>Cancellation charge per person cancelling</b>
70 days or more	1 <sup>st</sup> & 2 <sup>nd</sup> deposits due only
69 to 22 days	75% of total cost
21 - 0 days	100% of total cost

- (d) Depending on the reason for cancellation, you may be able to reclaim these cancellation charges, less any applicable excess, under the terms of an insurance policy. Claims must be made direct to the insurance company. If any member of your party is prevented from travelling, that person may transfer their place to someone else providing we are notified not less than two weeks before departure.
- (e) Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be affected. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

## **6. If we change or cancel your booking**

- (a) As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.
- (b) If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid.
- (c) In some cases, we will also pay compensation (see below). These options don't apply for minor 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.
- (d) We will not cancel your travel arrangements less than 10 weeks before your departure date, except for reasons of force majeure 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 your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases, we will pay compensation (see below).
- (e) If we cancel or make a major change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

- (f) If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.
- a. 70 days or more before departure: we pay £5 compensation per paying member.
  - b. 69 to 22 days before departure: we pay £10 compensation per paying member.
  - c. 21 days or less: we pay £20 compensation per paying member.
- (g) NB. If you have booked a flight through us and your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. 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, 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. If your airline does not comply with these rules you should complain to the Civil Aviation Authority ([www.caa.co.uk](http://www.caa.co.uk)).

## 7. Force Majeure

We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

## 8. Our Liability to You

- (a) If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.
- (b) Our liability, except in cases involving death, injury, or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:
- The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage, and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.
- (c) Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation, or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases

will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in the clause 'Changes and Cancellations by us'. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Civil Aviation Authority ([www.caa.co.uk](http://www.caa.co.uk)).

## 9. Complaints and dispute resolution

- (a) If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier). If the complaint or problem is not resolved to your satisfaction straight away, you must contact us with full details as soon as possible, or at least within 48 hours. Until we know about a problem or complaint, we cannot assist and therefore cannot be held liable.
- (b) If you remain dissatisfied by our response, however, you must write to us at 22 Worcester Street, Stourbridge DY8 1AN, within 28 days of your return to the UK giving your booking reference and full details of your complaint. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form whilst in resort. 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.
- (c) We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found on ABTA's website [www.abta.com](http://www.abta.com)

## 10. Your responsibilities, conduct and behaviour

- (a) Bookings are accepted on the understanding that all persons travelling are normally in good health and able to fulfil the physical demands of the chosen holiday. Please do not take risks while on an activity or skiing holiday. In the interests of safety, you must follow the guidance in our notes, as well as that provided by any of our staff, agents, suppliers or indeed anybody on our behalf; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently at all times.
- (b) It is your responsibility to ensure that you 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 correct documentation such as a valid passport and relevant visas. Please pay particular attention to passport and/or visa requirements of countries through which you may be transiting. If you or any member of your party is not a British citizen or holds a non-British passport, or holds a non-machine-readable 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. 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.

For all travel abroad we recommend you take FCO advice: [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo).

Information on health can be found on the NHS website: [www.nhs.uk/livewell/travelhealth](http://www.nhs.uk/livewell/travelhealth)

For European holidays, it is recommended that all members of the party obtain a free European Health Insurance Card (EHIC) prior to departure. Details can be found via the above website.

- (c) When you book with us, you accept responsibility for any damage or loss caused by the actions or inactions of you or any member of your party. Full payment for any such damage or loss (including lost keys) must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.
- (d) The Party Leader is at all times responsible for the standards of behaviour of all members of the party.
- (e) We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s)

concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **11. Special Requests and Medical Problems**

- (a) If you or any member of your party has any special request, you must advise us at the time of booking and clearly note it on your booking form.
- (b) Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be complied with unless we have confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation 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.
- (c) If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking.
- (d) If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

## **12. Conditions of Suppliers**

- (a) Many of the services which make up your tour arrangements 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, and may affect your rights to compensation. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.
- (b) This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit any independent organisations/suppliers/carriers whose services are featured in it.

## **13. Delay**

- (a) On occasions flights, coach journeys, or ferry crossings may be delayed or altered due to circumstances outside our control.
- (b) It will be the responsibility of the individual airline or cross-channel operator to offer refreshments depending on the length of the delay. Airlines and cross-channel operators do not offer compensation for inconvenience, loss of holiday time or delayed arrival in the UK due to flight delays.
- (c) Similarly, we are unable to make any compensatory payments or provide refunds for any unused holiday accommodation or facilities, missed connections or additional losses or expenses due to an extended delay, including unexpected road traffic delays, on the outward and/or homeward points of departure. Insurance policies sometimes provide some cover in the event of such delays.

## **14. Flights**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban with the EU Community. The Community list is available for inspection at:

[ec.europa.eu/transport/modes/air/safety/air-ban](http://ec.europa.eu/transport/modes/air/safety/air-ban)

In accordance with EU Regulations 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 change 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 shown on our websites and in our brochures and detailed on your confirmation



invoice are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You 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 despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier or flight timings will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

If an airline cancels a service on the route specified in your booking we will attempt to make arrangements with an alternative airline and/or an alternative route.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/the carrier are unable to offer you a suitable alternative the provisions of the clause 'Changes and cancellation by us' will apply.

## **15. Safety Standards and Excursions**

The requirements and standards of the country in which any services are supplied are those which apply to those services. As a general rule, these requirements and standards will not be the same as in the UK and may sometimes be lower. However, all aspects of your trip (transport, accommodation, visits, and excursions) will be audited according to the requirements and standards of the School Travel Forum, of which we are an assured member. Further details on can be found on the Forum's website: [www.schooltravelforum.com](http://www.schooltravelforum.com)

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by 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. For your convenience we may list in your itinerary any of your own chosen excursions that you inform us of in advance, and may arrange for your transport to and/or from such excursion sites. This assistance is for your convenience only and does not suggest any responsibility or liability on our part for any those excursions.

## **16. Photography**

We regularly take photographs and videos for promotional and training purposes; if you do not want you and/or your group members to appear in these you must inform us in advance of your departure.

## **17. Data Protection**

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities or dietary/religious requirements. If we cannot pass this information to the relevant suppliers we may be unable to provide your booking. In making this booking you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request. We will never pass any of your information on to third parties for marketing or other commercial purposes.

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