



## Booking Terms & Conditions

1. **Bookings** are made with the **School Journey Association** of Unit 2 and 3, 16 Porteus Place, London SW4 0AS, UK company Registration number 472354 and Registered charity number 312526.

**No booking will be accepted without a completed and signed booking form** (enclosed or from the office) accompanied by the appropriate deposit (see 2). By signing the form, the party leader agrees to the conditions detailed here on behalf of all members of the party or their parent or legal guardian and confirms that s/he is authorised to act on their behalf. **A contract** exists between yourselves and ourselves once we have confirmed the booking in **writing**. We will send you an individualised quote and advice for insurance cover. Any alteration you wish to make in a proposed or booked tour must be submitted to us in writing and accepted in writing by us before it becomes part of the contract. Please contact us **at once** if any information in our documents seems incorrect. If we cannot make a satisfactory booking through unavailability of accommodation or transport, your deposit will be returned in full.

2. **Payments.** The Association is a fully-bonded member of ABTA V360X(\*) and holder of ATOL 3165 (+). This is your guarantee that payments made to us are **secure**. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

a) **Residential Tours.** A non-refundable deposit of £35 per paying member of the party is required with the booking form. Activity trips and bookings including air travel require £100.00 deposit per person. An interim payment of £100 per person may be required and the final balance will be due 7 weeks before trip departure.

b) **Day Trips.** A deposit of £12 per paying member of the party is required with the booking. The balance is required 7 weeks before the departure date.

If you book less than 7 weeks before the departure date, full payment must be made with the booking. Travel documents will not be dispatched before receipt of full payment. If final payment is not made by the due date we may treat your booking as cancelled and you may be liable for the cancellation charges (see 7).

**3. Free Places.** One adult per 8 pupils travels free. It is expected that such adults will, in return, exercise proper control over the party. (These free places give the right only to a shared twin or two bedded room; a supplement is payable for single rooms).

**4. Tour Descriptions.** Details on our website are given in good faith: care is taken over accuracy. There can be no guarantee that a particular tour advertised will be available at the date of booking. Unfortunately, it is possible that some of the prices, or details contained in our tour descriptions may have changed since they were written. You will be informed about any such changes when you book with us. Our advertised prices are based on fares and exchange rates as at the date of publication.

**5. Tour Prices.** Prices given are based on the **relevant exchange rates at the operative date as quoted**. Once the booking has been accepted, prices will not be increased except by agreement, or as in (6) below, or because of a decrease in the group's number. Should currencies change appreciably in your favour, our price will be adjusted accordingly after the tour.

**6. Surcharges.** The price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs e.g. fuel, scheduled air fares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator/organiser, Government action such as increases in VAT or any other Government imposed increases, changes to currency in relation to adverse exchange rate variations.

Even in this case, we will attempt to minimise any increases. If this means paying more than 8% of the tour price, you will be entitled to cancel your tour with a full refund of all money paid. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the invoice.

Should prices reduce then the applicable price reduction will be applied to your booking where relevant.

**7. If you cancel your booking.** Where individuals or the whole party are cancelled, you must inform us at once, up to and including the day of departure **in writing**, and the following charges will apply:-

- (a) the deposit and any interim payment will be lost; and
- (b) if cancellation is advised less than 6 weeks before date of departure, 30% of the tour cost will be charged
- (c) 45% of the tour cost, if less than 4 weeks before departure;
- (d) 70% of the tour cost, if less than 2 weeks before departure.

If the combination of the deposit and any interim payment exceeds the cancellation charge then a refund of the difference will be paid.

**Note: for certain flights, no substitutes can be made within 4 weeks of the departure date.**

For enforced cancellation, see Insurance (17). In the case of exceptional family difficulty, the Association will consider some reduction sympathetically.

**8. If you alter your booking.** If you need to change details of your booking, notify us in writing as soon as possible; we will do our best to help, but may make an administration charge of £5 per person (maximum £100 per booking form) payable **together with** any costs incurred by us or charges imposed by our suppliers.

If airline tickets have already been issued, their full cost is payable. Charges will also increase if the number travelling is reduced below the number for which you were quoted. If airline tickets have already been issued, their full cost is payable. There will be **additional charges** if you alter arrangements made by us without our consent.

**9. If we alter the booking.** If, for reasons beyond our control we are forced to make a **significant** change, you have the right to accept the change or to cancel the booking and receive a full refund within 14 days. We must notify you of the **significant** change and ask you whether or not you wish to accept the change or cancel the booking and receive a refund. Where no response is received from you we must notify you again of the **significant** change and ask whether or not you wish to accept the change or cancel the booking and receive a refund. If still no response is received then we have the right to cancel the booking and issue a refund to you.

Except in the case of **Force Majeure** (see 11), if we need to make a **significant** material change to your booking and you have made the final payment, you will be offered the following compensation: (a) £15 per person, if within 7 weeks of departure; (b) £30 per person, if within 2 weeks.

A **significant** material change is a change of port/airport (except between e.g. Heathrow and Gatwick, or when coach transfer to the port/airport is included in the tour cost); or of resort/destination area; or to a hotel/hostel of lower category; or if time of departure/return varies by more than 12 hours. Should you not wish to accept a **significant** material change and the cause is other than **force majeure** we will either provide an acceptable alternative or refund all monies paid plus compensation as above.

Occasionally due to circumstances beyond our control we may need to make **insignificant** changes to your booking which we reserve the right to do to ensure that your booking is fulfilled. We will inform you clearly and immediately in writing should this occur.

**10. If we cancel your booking.** The Association reserve the right to cancel your booking and will, in the event, either provide an acceptable alternative or repay all or some of the monies paid to us (as appropriate). Except for **Force**

**Majeure** see (11), or **if you fail to complete your payments**, a tour will not be cancelled after the date when full payment becomes due.

**11. Force Majeure.** Compensation payments do not apply if any aspect of your tour is affected by matters over which we have no control and could not have been forestalled, including: industrial dispute, war or threat of war, riot, civil strife, terrorist activity, government action, weather conditions, natural disaster, fire, traffic conditions, port regulations or technical problems affecting accommodation or transport. We will, however, pay any necessary additional accommodation costs for up to three nights in such circumstances.

**12. Travel Delay.** Should delay occur to your travel arrangements due to circumstances beyond our control, we will endeavour to provide:

- (a) light refreshments, for delays from 3 to 5 hours;
- (b) a main meal, for delays over 5 hours;
- (c) accommodation for extended overnight delays. We will also endeavour to contact an emergency number of your choice in case of serious delays.

**13. Our responsibility for your visit/tour.** We accept full responsibility for services offered on our website and any printed materials, including liability for actions or deficiencies of ourselves, our employees, agents or suppliers. We further accept responsibility for failure to perform the contract on the part of ourselves or our suppliers other than carriers (see 15b) which might result in death/body injury/illness of our clients. We have taken all reasonable care to ensure that our suppliers are efficient and reputable and comply with the local and national laws of the countries in which they operate. If through our own or our suppliers' fault it becomes impossible to complete your planned tour, we will do our best to make prompt alternative arrangements and will compensate you afterwards in proportion to the deficiency experienced subject to Package Travel, Package Holidays and Package Tours Regulations 1992.

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore you will benefit from all EU Rights applying to packages. We, the School Journey Association will be fully responsible for the proper performance of the package as a whole and will ensure that: you will receive all essential information about the tour before concluding the contract. There will always be at least one trader who is liable for the proper performance of all the travel services included in the contract. You will be given an emergency telephone number or details of a contact point where you can get in touch with us. A package may be transferred to another person, given reasonable notice and possibly subject to additional costs. You may terminate the contract without paying any termination fee before the start of the tour in the event of exceptional circumstances, such as serious security issues at the destination, which are likely to affect your tour. If after the start of the tour, significant elements of the package cannot be provided then suitable alternative arrangements will be offered at no extra cost. If this is not possible then you may terminate the contract without paying any cancellation fee, where services are not performed in accordance with the contract and this

substantially affects the performance of the package and we are unable to remedy the problem. You will be entitled to a price reduction and/or compensation where the travel services are not properly performed. We will provide assistance if you are in difficulty while on the tour. If we become insolvent after the start of the package then payments will be refunded. If transport is included in the package, the repatriation of your group is secured. We have taken out insolvency protection with ABTA and ATOL. You can contact ABTA at 30 Park Street, London SE1 9EQ; [consumerprotection@abta.co.uk](mailto:consumerprotection@abta.co.uk); Telephone: 0204 758 8779 and ATOL Civil Aviation Authority, Gatwick Airport South, West Sussex RH6 0YR; [claims@caa.co.uk](mailto:claims@caa.co.uk); telephone: 0333 103 6350 if any services are denied due to our insolvency. Full details of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <https://www.legislation.gov.uk/uksi/2018/634/contents/made>.

**14. Your responsibility for your visit/tour.** As group leader, you are responsible for proper supervision of your party, their good behaviour and for damage or loss caused by you or party members. Payment for any damage **must be made** at the time to the person to whom it is due and any ensuing legal costs. If you fail to do so, you must indemnify us against any claim made against us as a result. You and your party must observe all the local laws and regulations including those regarding the consumption of alcohol and you must ensure that no member of the party who is under 18 consumes alcohol without written consent of parent/guardian and that no-one drinks alcohol to excess or smokes in bedrooms or other areas where smoking is not permitted. If in our opinion a member of your party behaves so as to cause danger or distress or damage we are entitled without notice to terminate the arrangements for such person(s) and we will have no further responsibility to such persons including return travel arrangements.

Should a group fail to show consideration for others, we may, in the interest of our suppliers and future clients, decline further bookings from schools or individuals involved.

**15. International terms and conditions of carriage, etc.**

(a) carriage of passengers/property by land/sea/air/rail is subject to the carriers' own terms and conditions, incorporating the provisions of:- the Athens Convention 1974; the Warsaw Convention as amended 1955 by The Hague Protocol; the Berne Convention 1962. Our booking conditions and the carrier's are intended to complement each other, but in case of inconsistency our Booking Conditions and Contract shall prevail.

(b) subject to (13) above, carriage of passengers by coach is subject to the conditions of carriage of the relevant carrier, which may limit the liability of the carrier to passengers.

**16. Health.** At the time of writing no vaccinations are required for any of our European tours, but as conditions may change, you are advised to check with your school medical officer before travelling. You should obtain an EHIC card which can be obtained free of charge online [www.ehic.org.uk](http://www.ehic.org.uk).

17. **Insurance.** Comprehensive School Travel Insurance is available directly from and provided by Zurich Municipal Insurance. Details are available directly from Zurich Municipal. Your school may already have School Travel Insurance in place and you should check this with your school office or LEA.

18. **Block insurance cover for outings and tours.** Please contact Zurich Municipal Insurance for further details of a block insurance scheme.

19. **Complaints, Enforcement and Arbitration.** Any matter which might give rise to a complaint must be reported as soon as practicable to our representative and/or to the supplier concerned in writing and/or the police as appropriate. **Enforcement of the Contract** is the business of local Trading Standard Authority in the UK. Should the complaint not be resolved immediately and you wish to pursue the matter, you must write to us within 28 days of your return. Disputes which cannot be settled amicably may be referred to arbitration under a scheme administered by ABTA, which provides inexpensive arbitration on documents alone, with restricted liability for costs on the client.

20. **English Law.** Without prejudice to the rights of the clients, the contract between the Association and the clients shall be governed by English Law and any dispute shall be determined by the English courts.

21. **Definitions.** In these booking conditions and contract:-

- (a) "We", "our" and "The Association" mean The School Journey Association of Unit 2 and 3, 16 Porteus Place, London SW4 0AS, and include its Officers, employees, agents and insurers.
- (b) "The Client" means all persons named/listed by the person signing the booking form as comprising the group.
- (c) "Suppliers" means all persons other than the Association but including its employees, agents and subcontractors who provide services or facilities which form part of the tour booked by the Client from the Association and confirmed by the Association in writing.

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\* **ABTA**, the Association of British Travel Agents, at the forefront of the travel industry since its formation in 1950, offers holiday-makers the security of a financial protection scheme and professional service. Representing the majority of travel agents and tour operators in Great Britain, ABTA's principal role is to ensure decent standards of service and business throughout its membership.

**Before entering into a contract for accommodation on any flight you will be informed:**

- (a) the name of the intended operator of the aircraft on which the passengers will be carried, the type of aircraft which he intends to operate, and the airport of destination;

or

(b) the fact that we are not at the time of booking in a position to state the operator, the type of aircraft or the airport of destination but will do so as soon as we have the relevant information. Once passengers have been informed of the operator, aircraft type and airport of destination and a significant material change (see 9a above) occurs in any of these respects, the Association will make every effort to provide an acceptable alternative.

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### **+Your Financial Protection**

When you buy an **ATOL** protected flight, or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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.

