

## **BOOKING CONDITIONS**

The following Booking Conditions together with the Booking Information contained in our application pack form the basis of the contract with Schools Worldwide. Schools Worldwide is a trading division of Chameleon Worldwide Limited (Registered Number: 6682869) having its Registered Office address at Prospect House, 50 Leigh Road, Eastleigh, Hampshire, SO50 9DT. Please read them carefully as they set out our respective rights and obligations.

These Booking Conditions only apply to tour arrangements, which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract. All references in these Booking Conditions to "booking", "contract", "package", "tour" or "arrangements" mean such tour arrangements

In these Booking Conditions, "you", "your" and "group" means all persons (or any of them) named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Schools Worldwide Limited. The "group organiser" means the adult who makes the booking with us in accordance with clause 1 of the Booking Information. The "lead teacher" means the adult from the school who is responsible for the group during the tour (who will be the group organiser if present). The "tour leader" will usually be the adult provided by us who accompanies the group during the tour but may occasionally, with prior agreement, be the lead teacher.

**1.** In order to make a booking, please follow the procedure set out under Booking Information.

A binding contract between us and the group organiser comes into existence when we despatch our confirmation invoice to the group organiser. We both agree that English law (and no other) will apply to that contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any such dispute, claim or other matter (and whether or not involving any personal injury) must be dealt with under the AITO Arbitration Scheme (if the Scheme is available for the claim in question - see clause 16) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have the contract and the dispute, claim or other matter in question governed by the law of Scotland or Northern Ireland as applicable (but if you do not so choose, English law will apply).

**2.** Payment must be made as set out under Booking Information. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all payments paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in Table B depending on the date we reasonably treat your booking as cancelled.

**3.** If you wish to make any alterations to your tour we will make every reasonable effort to accommodate these, but cannot guarantee that alterations will be possible. If the alterations you request are possible, these will, of course, be subject to payment of any amendment or other charges imposed or incurred by the relevant supplier and the sum of £50 to cover our administrative costs. Requests for amendments must be made in writing by the group organiser. Any cancellation of the entire booking or by any member of the group must be notified to us in writing by the group organiser. The date on which the letter is received by us will determine the cancellation charges applicable. The applicable cancellation charges will be as set out in Table B below and are expressed as a percentage of the total tour price (excluding amendment charges and insurance premiums).

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

**4.** Prices quoted are based on costs and exchange rates as known at the time your quotation is given to you. We reserve the right to make changes to and correct errors in quoted prices at any time before your tour is confirmed.

Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of a change in transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rate(s) which have been used to calculate the cost of your tour. Even in the above cases, only if the increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your tour (excluding insurance premiums and any amendment charges), the group organiser will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment or previously levied cancellation charges) or alternatively purchase another tour from us as referred to in clause 5 below. Although insurance (where purchased through us) does not form part of the group organiser's contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative tour. Where a surcharge is payable, there will be an administration fee of £5 per person. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

A refund will only be payable if any decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay the group organiser the full amount of the decrease in our costs.

The group organiser has 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour. If the group organiser does not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your tour. No refunds will be payable if any decrease in our costs occurs within this period either.

**5.** We start planning the tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in tour details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information the group organiser gives us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your tour. Significant changes are likely to include the following changes when made before departure; a change of outward departure time or overall length of time you are away of twelve or more hours\*, a change of UK departure point to one\* which is more inconvenient for you and a

significant change of itinerary missing out one or more major destination substantially or altogether (on which our decision is final). NB Please also see clause 8.

\*Only applies where transport to and from the UK forms part of your contracted arrangements with us.

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

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative tour from us, of a similar price to that originally booked if available. Providing it is possible to do so, we will offer at least one alternative tour of at least equivalent standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If the group organiser does not wish to accept the tour we specifically offer, he/she may choose any of our other then available tours. You must pay the applicable price of any such tour. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper
- (c) cancelling or accepting the cancellation in which case the group organiser will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

If we have to make a significant change or cancel, we will as a minimum (where compensation is due) pay you the compensation payments set out in Table C below depending on the circumstances and when the significant change or cancellation is notified to the group organiser subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (for example, but not limited to, where the Foreign and Commonwealth Office advise against travel to your tour destination after your booking has been confirmed) or where we have to cancel because the minimum number of persons required to operate your tour is not reached. – please see Booking Information. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Booking Conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed tour.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure with us and a pro rata refund for the cost of the remainder of your tour. In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account the circumstances.

NB. If any flight you have booked with us 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 Air Transport Users' Council on 020 7240 6061 [www.auc.org.uk](http://www.auc.org.uk).

**6.** Except where otherwise expressly stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with the group organiser is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in clause 15(1) below) as a result of "force majeure". In these Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Examples include war or threat of war, riots, civil strife, terrorist activity (actual or threatened), industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers and all similar events beyond our control.

**7.** If you have a special request or medical problem or disability, please let us know as set out under Booking Information.

**8.** We are not an ordinary tour operator. The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on our part. The final decision on the itinerary and conduct of any tour will be taken by us in the interests of the group as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

**9.** At all times the decision of our tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of the countries visited. The lead teacher is responsible for ensuring all group members do this. Should any member of the group fail to do so then that person may be ordered to leave the tour without recourse to any refund, compensation or any other legal claim against us.

**10.** The lead teacher (as well as the group organiser if different) accepts responsibility for any damage or loss caused by any member of your group. Full payment for any such damage or loss 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.

We expect all clients to have consideration for other people. We also strongly condemn the collecting of any specimen from the natural world. Our tours provide the opportunity to view and photograph wildlife only not to disturb it! The lead teacher is responsible for ensuring the proper supervision and control of all members of the group. If in our reasonable opinion or in the reasonable opinion of any other person in authority, any member of your group 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 tour 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 or compensation will be made and we will not pay any expenses or costs incurred as a result of the termination.

**11.** It is essential that all members of the group are covered by adequate travel insurance. Please see Booking Information for further information.

**12.** If we accept a request to transfer your group from one tour to another you will be liable for the cancellation charges applicable as a result of cancelling the original tour in addition to the cost of the new tour. We also reserve the right to charge an administration fee of 10% of the value of the first tour booked.

**13.** You or any member of your group may, up to 7 days before departure, transfer your booking to another person if you or that member are unavoidably prevented from travelling and the transferee meets any conditions which may apply to the tour in question. The right to transfer is subject to payment of an administration fee of £25 per person to cover our administration expenses (plus appropriate tour insurance premium if applicable) together with all additional charges of whatever sort imposed by suppliers providing the component parts of the package. These charges will be the joint responsibility of the group organiser and original and replacement group member(s) and must be paid before the transfer can be made. You should note that some airlines may refuse to accept a name change, or may treat it as a cancellation and a rebooking with a 100% cancellation charge. All notifications of any wish to transfer must be made to us in writing by the group organiser.

**14.** By booking with us, you acknowledge that the tours we offer often involve their own inherent risks and dangers due to matters such as the geographical location of the tour and the activities involved in the tour. Such tours may involve a significant amount of inherent personal risk. These include, injury, disease, loss or damage to property, inconvenience and discomfort.

**15.** (1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with the group organiser are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or the contracted tour arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, the contracted tour arrangements. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. 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). (2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of the group or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 6 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not included in the cost of your itinerary and we have not agreed to arrange them, and any

excursion you purchase whilst overseas. In addition, regardless of any wording used by us on our website, in any of our brochures, application pack or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable group member to refuse to take the tour in question.

(5) As set out in these Booking Conditions we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £2000 per person affected unless a lower limitation applies to your claim under this clause or clause 15(6) below. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 15 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air and the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. 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. Copies of the applicable International Conventions and Regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description which (1) on the basis of the information given to us by the group organiser concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract or (2) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

(8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 16 below. If asked to do so, you must transfer to us or our insurers any

rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

**16.** If you have any complaint whilst on tour, the lead teacher must immediately inform your tour leader or our company representative who will use all reasonable efforts to remedy it. If he or she is unable to do so, the group organiser must make the complaint known to us in writing within 28 days of your tour's return to the UK. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. Please note, only the group organiser should write us and not individual group members. In the unlikely event that you remain dissatisfied, you may refer the matter to arbitration under AITO's Independent Dispute Settlement Service (details on request) in order to bring the matter to a speedy and amicable solution. This scheme does not apply to claims of more than £2500 per person, or £10000 per booking, nor for claims which are solely or mainly in respect of physical injury or illness or the consequences there from.

**17.** For requirements relating to passports, visas, permits and certificates please see Booking Information.

**18.** We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline whose scheduled services we use will take responsibility for you in the event of delays and may provide refreshments / meals /accommodation in the event of a delay. We cannot accept liability for any delay which is due to any of the reasons set out in clause 6 of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

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

**20.** 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 [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm).

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 aircraft type and flight timings which will be used in connection with your flight. The flight timings and types of aircraft shown in this brochure 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, flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

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 clause 5 will apply.

#### **Table B**

##### Cancellation Charges

More than 56 days	Deposit
56 – 45 days before departure	50%
44 – 31 days before departure	75%
30 days or less before departure	100%

#### **Table C**

##### Compensation payments

Period before departure day within which significant change/cancellation is notified	Compensation per person
More than 56 days	Nil
56 – 43 days	£10
42 – 29 days	£15
28 – 15 days	£20
14 – 0 days	£30

### **BOOKING INFORMATION**

#### **1. Making your booking**

To confirm a booking, the group organiser must complete and sign our application form agreeing to be bound by our Booking Conditions. He/she must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all group members who are under 18 when the booking is made. By signing the application form, the group organiser confirms that he/she is so authorised and that all party members agree to be bound by these Booking Conditions. He/she must also arrange for all group members or their parent or guardian where the group member is under 18 to complete and sign our application form confirming they agree to be bound by our Booking Conditions. The group organiser is responsible for making all payments due to us as set out in more detail in clause 2 below. The group organiser must be at least 24 when the booking is made. No variation of these Conditions may be made unless this is done in writing by one of our directors.

Once we have received the group organiser's signed application form and all appropriate payments, we will, subject to availability, confirm your tour by issuing a confirmation invoice. This invoice will be sent to the group organiser. Our contract for the tour is with the group organiser. Please check this invoice carefully as soon as the group organiser receives it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but the group organiser must meet any costs involved in doing so. The only exception to this requirement to meet costs is where

the mistake in question was made by us and there is good reason why the group organiser did not tell us about it within these time limits.

## **2. Payment**

The applicable deposit (as set out in Table A below) per person must be paid at the time of booking and sent with the completed application form. All further payments due must also be made in accordance with the timetable set out in Table A below. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking. Please see clause 4 below on the subject of insurance.

The final balance of the tour price is due no later than the date set out in Table A below. If a booking is made after this date then the full amount is payable at the time of booking.

### **Table A**

On booking	£100 per person or 10% of tour cost (whichever is greater)
Mid-term payment (date to be agreed)	40% of the tour cost midway between booking and departure
Eight weeks before departure made.	50% of the tour cost plus/less any amendments

## **3. Special Requests and medical problems / disabilities**

If you have a special request, the group organiser should inform us of it in writing at the time of booking. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met unless we have specifically confirmed this. For your own protection, the group organiser should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If any group member has any medical problem or disability which may affect your tour, the group organiser must tell us before he/she confirms your booking so that we can advise as to the suitability of the chosen arrangements. In any event, the group organiser must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the reservation of the person in question or, if full details are not given at the time of booking, cancel that person's place when we become aware of these details.

## **4. Insurance**

The group organiser is responsible for ensuring all members of the group have adequate insurance. The insurance must as a minimum cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses, which might arise as a result of loss, damage, injury, delay or inconvenience. This policy must include a minimum cover of £5,000,000 for medical and repatriation expenses. Insurance premiums must be paid as soon as possible as cover will not be effective until all applicable premiums are paid in full.

Policy details should be read carefully and taken on tour. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## **5. Passports, visas, permits and certificates**

All members of the group must be in possession of a valid passport and all visas, permits and certificates, including medical certificates required for the whole of the tour. It is your responsibility to obtain these unless you are expressly advised otherwise by us. All information and advice given by us on visas, vaccinations, climate, clothing, baggage, special equipment etc. is given in good faith. The lead teacher must ensure that all members of the group 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 or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your group is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

A full British passport presently takes approximately 4 weeks to obtain. We require details of the passports held by all group members no later than 6 weeks prior to departure. The UK Passport Service has to confirm your identity before issuing a first passport and from October 2006 will ask applicants to attend an interview in order to do this. If any member of the group does not have a passport or will need to renew it prior to departure, they are recommended to apply 3 months in advance.

Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For holidays in the EEA all members of the group should obtain an EHIC (European Health Insurance Card) prior to departure. NB this card replaces the E111 form. Since January 2006, E111 forms are no longer valid.

## **6. Minimum numbers**

Many of our holidays require a minimum number of participants to operate. The minimum number depends on various factors and varies from tour to tour. We promise to advise you no less than six weeks before departure if we have to cancel your holiday due to lack of numbers. Clause five of our Booking Conditions will then apply.

## **7. Variation of Conditions**

No variation of these Conditions may be made unless expressly given in writing by one of our directors