

## BOOKING CONDITIONS YOUR CONTRACT IS WITH HALSBURY TRAVEL LIMITED

(Registered No. 2002208 England)

When you make a booking you guarantee either that you have the authority to accept and do accept on behalf of the Student the terms of these booking conditions or that you are a Student aged 18 or over and that you have the authority

to accept and do accept the terms of these booking conditions. A contract will exist as soon as we issue our confirmation. 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 wish to do so.

When you contact us to make a booking, we act as agent for the relevant carrier which will be disclosed on your documentation. We reserve the right to substitute the carrier if necessary. When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of all services described in our invoice.

### YOUR CONTRACT WITH US:

#### 1. PAYMENT TERMS

a. Non refundable deposits as set out in the brochure are required to confirm reservations.

b. Balance of payment is required on the dates set out in our website and published material, or, in case of late booking, immediately upon receipt of our acceptance.

#### 2. CHANGES REQUESTED BY YOU

We will be as flexible as possible with regards to changes. Should you wish to make any changes to your confirmed booking please notify us as soon as possible in writing and we will do our utmost to meet your requests but it may not always be possible. You will be asked to pay an administration charge and any further costs we incur in making the alteration. 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. If you want to make any alteration to the details of your booking which we have confirmed that would involve a major alteration in change of departure date, transport arrangements, flight or accommodation, we might be liable for cancellation charges on your behalf, and therefore under such circumstances we must reserve the right to treat the original booking as cancelled by you and make cancellation charges as shown below in section 4.

#### 3. CANCELLATION BY YOU

If the whole tour is cancelled by you, we will normally retain all deposits and we reserve the right to make cancellation charges as shown below in section 4, dependent upon the date that written notification of cancellation is received by us.

#### 4. CANCELLATION TERMS

Verbal notification of cancellations must be confirmed in writing to us within 48 hours. Payment made by a cancelled passenger may sometimes be transferred to a replacement passenger depending on length of notice. You will be asked to pay an administration charge of £25 and any further costs we incur in making the alteration. For an Air Tour most airlines make substantial charges for name changes.

After written notice of cancellation received by us the following scale of charges will apply per cancelled place:

- After payment of first deposit and up until 10 weeks before departure: Loss of first deposit.

- After final balance and between 4-10 weeks before departure:

50% of total sum payable.

- 2-4 weeks before departure: 75% of total sum payable.

- Within 2 weeks of departure 100% of total sum payable.

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

#### 5. RESPONSIBILITIES OF LANGUAGE ACTIVITY STUDENTS

You are responsible for ensuring completion of the Student's passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements and for ensuring that the Student is in possession of all necessary travel and health documents before departure. All costs incurred in the obtaining of such documentation must be paid by you. You must also ensure the Student reaches the starting point of the tour at the correct time. Language Activity Students must read and familiarise themselves with the information,

instructions and advice given in writing and from time to time orally, by ourselves or Group Leaders. Failure to listen to, or abide by instructions given by Group Leaders or ourselves may render Students liable to risk or danger for which we cannot be held liable. Inevitably Students will often be at the language centre or traveling independently and therefore away from the direct supervision of Group Leaders. Students should behave reasonably and make every effort to fit in with the requirements of their course leaders and supervisors. If Students have any problems they must first discuss and address these with their Group Leaders. In the event of any Student failing to abide by the Code of Conduct or behaving in such a way as is likely (in our reasonable opinion or the reasonable opinion of any person in authority) to cause offence, damage, or distress to others, we reserve the right to terminate that Student's tour arrangements and we will not be liable to complete their tour arrangements and will not be liable for any refund, compensation, or any other costs you have to pay. Full payment for any damage or loss caused by the Student must be paid directly 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 your own and the other party's full legal costs) as a result of your actions. The Student must observe all local laws and regulations which apply. Alcohol must not be drunk to excess. The students must not smoke in bedrooms or any other area where smoking is not permitted. We cannot accept liability for the behaviour of others in your accommodation or if facilities are removed.

#### 6. BONDING AND FINANCIAL PROTECTION

Tours taken by air are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 5079. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). Your non-ATOL financial protection is administered by ABTA.

#### OUR COMMITMENT TO YOU

#### 7. ACCEPTANCE FOR BOOKING

We confirm the details of your booking as soon as possible after we receive your initial deposit and booking form duly completed and signed by you.

#### 8. PRICE CONDITIONS

The prices of all tours may be subject to surcharges for increases in transportation costs such as fuel, scheduled airfares and other airline surcharges which are part of the contract between transport organisers (e.g. airlines, coach companies, ferry companies, Eurotunnel etc) and the tour operator or organiser, government action such as increases in VAT or any other Government imposed increases and currency changes in relation to an adverse currency exchange rate variation.

Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged, where you have to pay a surcharge there will be an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid, except for any premium paid to us for holiday insurance and any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date of the written notification of the price increase. Any surcharge must be paid within 14 days of issue of the surcharge invoice or by the balance payment due date, whichever is the later.

Should the cost of your holiday go down by more than 2% due to changes in any of the elements mentioned above, then any refund due will be made. Please note that some elements of your package may be contracted in sterling rather than local currency and some apparent changes will have no impact on the cost of your travel or other elements.

#### 9. CANCELLATION OR CHANGES MADE BY US

It is most unlikely that we will cancel any tour or make any major change to any of the agreed arrangements except for reasons beyond our control. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. However, 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. If we are unable to provide the booked travel arrangements, 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). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Please note that carriers such as Airlines used in the brochure may be subject to change. Such a change is deemed to be a minor change. Other 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 standard. If we make a major change to your tour, we will inform you 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 booked tour and receiving

a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

**Period before departure within which Compensation per full fare a major change is notified paying passenger**

More than 10 weeks NIL

5 - 10 weeks £4

3 - 4 weeks £6

2 weeks or less £8

Very rarely, we may be forced by force majeure to change or terminate your holiday after departure but before the scheduled end of your time away. If this extremely unlikely situation does occur, we regret we will be unable to make any refunds (unless we obtain refunds from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

**Force Majeure: This means we will not pay compensation if we have to cancel or change your travel arrangements in any way because of events beyond our control. Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.**

Pre-arranged activities which we have advertised within a destination may be altered or replaced due to weather conditions, time of year and other constraints.

#### 10. LIABILITY

We accept responsibility for the quality of the services which we provide. We also accept responsibility for any loss or damage which the Student may suffer as a result of the acts or omissions of our employees, agents, sub-contractors or suppliers. If the Student suffers death, injury or illness as a result of the negligence of our employees, agents, sub-contractors, or suppliers, we will accept responsibility provided they were acting within the scope or in the course of their employment at the time of the occurrence, and pay such damages as might have been awarded in such circumstances under English Law (or the Law of Scotland or Northern Ireland if you have so chosen) subject to the following.

(i) We cannot accept liability in the event of: a) you or the Student being at fault

b) the failure being the fault of a third party not connected with providing the services which make up the holiday confirmed to you

c) any unusual or unexpected circumstances beyond our control which we could not have avoided even with all due care

d) any event which we or the supplier of any service could not reasonably avoid or prevent. Additionally we cannot accept liability for any business losses.

(ii) The amount of compensation to which you are entitled will be limited in accordance with and/or in an identical manner to

(a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

(b) 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.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices.

(iii) Under EU law 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 is the responsibility of the airline and 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 clause 6. 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)

(iv) It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with Condition 11 "Complaints". Where any payment is made to you or the Student, that person (and their parent or guardian if applicable) will assign to ourselves or our insurers any rights they may have to pursue any third party. In addition you and the Student must give ourselves and our insurers your full co-operation. If the Student suffers death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you and the Student to £5,000.

#### 11. COMPLAINTS

Halsbury Travel Ltd is an independent Tour Operator. We do our best to act at all times in the best interest of our customers and jealously guard our good reputation. We

expect that the Student will enjoy a trouble-free and successful tour.

**However if you have any complaint you must inform us and the supplier of the service in question immediately so that the problem can be quickly resolved in the location that it arises.** 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 at the tour location and this may affect your rights under this contract.

Notice in writing of any claim or dispute arising out of this contract must be received by us within 28 days of the date on which the tour ended.

#### 12. DISPUTES

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and Administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)). The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking.

form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires your tour operator to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

#### 13. PASSPORT, VISA AND IMMIGRATION REQUIREMENTS

The specific passport and visa requirements, and other immigration requirements of the Student are your responsibility and you should confirm these with the relevant Embassies and/or Consulates including requirements for any Student who is not a British citizen or does not hold a British passport. **We do not accept any responsibility if the student cannot travel because you have not complied with any passport, visa or immigration requirements.** If failure to have any necessary travel or other documents results in fines surcharges or other financial penalties being imposed on us you will be responsible for reimbursing us.

#### 14. LANGUAGE COURSE & ACCOMMODATION NOTES

The language courses typically run from Monday to Friday\*; the lesson timetable differs from school to school and will normally be set dependent on your level of the language, with lessons taking place during the mornings and/or afternoons. Accommodation requested via the school is available from the Sunday before the course starts until the Saturday after it finishes, unless otherwise stated. It is usually possible to book an extra night in accommodation at the beginning or end of your stay, but this is only available upon request.

#### 15. EXPLICIT CONSENT - PERSONAL DATA & TRANSFER OF DATA TO NON EEA COUNTRIES

When you make a booking with Halsbury Travel Ltd, some of the personal data that you provide such as Medical and Dietary Information, will need to be passed to, processed and stored by relevant third parties; airlines, coaches, ferries, Eurotunnel, hotels, visits and attractions, insurance companies, and ground handling agents, so that they can provide you with the arrangements you require. Some of these third parties may be based outside of the European Economic Area (EEA). (The EEA comprising of 28 countries, and also including Norway, Iceland and Liechtenstein) There are some countries that are assessed as adequate in the area of data protection and they include Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Jersey, New Zealand, Switzerland, Uruguay and the US (limited to the Privacy Shield framework)

Organisations that are based outside of the EEA may not be subject to the same level of controls in regard to data protection as exist within the UK and the EEA.

In order for you to travel overseas, we may be required to disclose some of your personal data to Government bodies or other authorities in the UK and in other countries, such as those responsible for immigration, border control, security and anti-terrorism. Even if it is not mandatory for us to provide information to such authorities, we may exercise our discretion to assist them where appropriate. (last revised 15/5/2018)