

# EDVENTURE TRAVEL LIMITED Booking Terms & Conditions

Please take the time to read the following conditions. This forms your agreement with EDVENTURE TRAVEL LIMITED.

## 1. CONTRACT

Your booking is with EDVENTURE TRAVEL Limited, registered office: The Old Pump House, Osborne Road, Sherborne, Dorset, England, DT9 3RX (company registration number 10941208). Correspondence address, 55 Wheathill Way, Milborne Port, Sherborne, Dorset, England. DT9 5EZ.

A contract will only exist when we have received the required deposit, receipt of which will be taken as acceptance of our Booking Terms & Conditions. The named Group Leader accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. The contract between us is governed by the Law of England and Wales and any dispute will be dealt with under the exclusive jurisdiction of the Courts of England and Wales. For the avoidance of doubt, EDVENTURE TRAVEL reserves the right to decline to accept any person as a member of the programme. Where the context permits, reference to "you" and "your" in these Booking Conditions will include you and all persons travelling on the same booking.

## 2. FINANCIAL PROTECTION

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Edventure Travel Limited ABTOT 5442, ATOL number 11547, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages;
2. flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA; and
3. flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under ABTOT ATOL Franchise.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with Edventure Travel Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

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.

The price of our ATOL-protected flight inclusive Packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

We, or the suppliers identified on your ATOL Certificate or holiday itinerary, will provide you with the services listed on the ATOL Certificate or itinerary (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 or supplier 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 or supplier 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 or supplier. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder or supplier, in which case you will be entitled to make a claim under ABTOT.

If we, or the suppliers identified on your ATOL certificate or holiday itinerary, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder, alternative supplier or otherwise) for reasons of insolvency, ABTOT Limited may make a payment to (or confer a benefit on) you under its scheme. You agree that in return for such a payment or benefit you assign absolutely to ABTOT Limited 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 ABTOT ATOL Franchise scheme.

For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk) or the ABTOT website at [www.ABTOT.com](http://www.ABTOT.com)

Edventure Travel Ltd is a Member of ABTA with membership number Y6704. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com)

## 3. DEPOSITS

By confirming your booking with first deposits for each paying member as defined in the table below you are accepting our Booking Terms & Conditions. This deposit is not refundable, unless under the terms of our insurance cover. Please make cheques payable to EDVENTURE TRAVEL Limited Trust Account.

## 4. PAYMENT

We require a second deposit for Air Tours, as defined below, to be paid not more than 60 days after the due date of the initial deposit, although the Group Leader can choose to make one deposit payment of the combined amount at the time of booking. The final balance must be settled no later than 90 days prior to departure or by return of post where receipt of invoice is within 90 days. If second deposits or final balances are not received by the due dates, this will be a breach of the contract between us, entitling us to treat the booking as cancelled by you with EDVENTURE TRAVEL retaining the deposit. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

TYPE OF TOUR	FIRST DEPOSIT ON BOOKING	SECOND DEPOSIT 60 DAYS AFTER BOOKING
Coach/rail/Eurostar	£100	Not Applicable

tours*		
Air Tours*	10% of tour or a minimum £100	10% of tour or a minimum £100

\*In some instances we may require a higher deposit, such as where a low-cost airline and / or theatre ticket is chosen as part of your arrangements, a larger deposit may be required to cover the full air fare cost and / or theatre ticket cost. Any increased amount will be specified in our offer terms. The balance of the cost of your arrangements must be received by us not less than 90 days prior to departure.

## 5. PRICE & PAYMENT INFORMATION

EDVENTURE TRAVEL endeavours to ensure that all the information and prices are valid at the time of publication on our website, brochure and quotations. However, the information and prices may have changed by the time you come to book your programme and, unfortunately changes and errors occasionally occur. EDVENTURE TRAVEL reserves the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the travel arrangements that you wish to book before your booking is confirmed through EDVENTURE TRAVEL issuing the confirmation invoice.

Your trip may be subject to surcharges on currency, unforeseen increases in transportation costs and seaport charges, VAT, enforced increases in labour costs, aircraft fuel, overflying charges, airport charges and increases in scheduled air fares, in addition to any surcharges resulting from governmental action. In all cases where a surcharge is applicable we will absorb an amount equal to 2% of the tour price, excluding any insurance premiums and amendment fees. Only amounts in excess of 2% will be surcharged. If this means paying more than 10% of the tour price you will be entitled to cancel the tour with a full refund of all money paid (minus insurance premiums and any amendment fees incurred). Should you wish to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge advice. You will be notified up to 30 days prior to departure if a surcharge is due on your tour.

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.

Additional Charges for Adults; Adults are automatically registered two to a room. Single rooms may be requested at a supplementary charge.

Fees Not Included in the Price: EDVENTURE TRAVEL programme prices do not include passport fees, visa fees, optional insurance fees, meals unless stated, beverages with meals, excess baggage charges, expenses incurred during free time periods, portage at airports and hotels, transportation from your home to the origination point of the EDVENTURE TRAVEL programme and back, tips to guides and long-distance bus drivers, overnight lodging and meals in the United Kingdom prior to departure and upon return of an international flight.

## Late Registration, Late Payment, and Fees:

EDVENTURE TRAVEL accepts late registrations at its own discretion and subject to availability and subject to possible additional charges, for registrations received after the final payment deadline. If you register prior to the final payment deadline stated on your booking letter but your account is not paid in full by

that date, EDVENTURE TRAVEL shall (without limiting its other remedies) charge a £25 late payment fee plus interest at the rate of 2% per annum above the Bank of England base rate on any outstanding amounts. No payments by cheque will be accepted after the final payment deadline. There is a £20 service charge on returned cheques and declined electronic payments (credit/debit cards etc.). These fees are not refundable.

## 6. ALTERATIONS & AMENDMENTS BY YOU

An additional fee may be added to your price of your tour if the Group Leader makes substantive change to your itinerary or programme content after your registration has been accepted. Any enrolment based adjustments will be finalised no later than 90 days prior to trip departure.

If you wish to change your travel arrangements in any way (for example, changes to departure date or accommodation), EDVENTURE TRAVEL will endeavour to make those changes. However, this may not always be possible. Any request for changes must be made in writing to EDVENTURE TRAVEL by the Group Leader.

All changes will be subject to payment of an administration fee based on EDVENTURE TRAVEL increased costs as a result of applicable rate changes and any costs or charges incurred or imposed by any of EDVENTURE TRAVEL suppliers. The amount of the fee will be notified to you before you choose to proceed with any change. If you make a number of changes to the same booking, EDVENTURE TRAVEL will only make a reasonable overall charge. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact EDVENTURE TRAVEL as soon as possible.

Please note that certain travel arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the programme. In some cases, any changes made may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost.

It is the Group Leader's responsibility to ensure that all names are given in full and exactly as shown on the individuals' passports. This information is often required at an early stage of booking and some airlines may not permit name changes. Most however will treat name changes as cancellations and charge accordingly. We will pass these charges on to you. Once tickets have been issued or in the case of low cost carriers once names have been received, airlines will usually charge the full cost of the flight if a name is changed. If your final balance is overdue at the time of requesting this change, this also must be paid in full before the change can be made.

## 7. CANCELLATIONS BY YOU

In order to cancel your booking, your Group Leader must send written notice on your behalf by post or email to EDVENTURE TRAVEL. The cancellation will take effect on the date when EDVENTURE TRAVEL receives notification. Since EDVENTURE TRAVEL will incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation fee shown in the table below. The closer your cancellation is to the departure date, the less likely EDVENTURE TRAVEL is to recover the costs re-selling the programme or components at the original price.

The cancellation fee is a percentage of the total cost of the programme payable by the person(s) cancelling, excluding insurance premiums and pay administration fees for changes that have been made (the "Programme Costs"). Please note that the cancellation of certain travel arrangements could incur a cancellation charge of up to 100% of the original price for that particular arrangement regardless of the amount of notice given to EDVENTURE TRAVEL (this is the

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case, for example, with certain flights which are non-refundable). EDVENTURE TRAVEL reserves the right to pass on such charges in full to the person cancelling. The cancellation fees in the table below will continue to apply to the other elements of the Programme Cost.

When only some programme participants cancel their booking, the cancellation fee payable by each such participant will be based on the Programme Cost for their programme only. However, EDVENTURE TRAVEL will recalculate the cost of the programme for the remaining participants who may have to pay an increased price for the programme due to the lower number of participants (for example, as a result of single room supplements). For cancellations more than 90 days before your tour, deposits usually can be transferred to a substitute member, however this is not always possible, such as when passenger names have been submitted to an airline. For cancellations less than 90 days before travel, wherever possible payments made may be transferred to a substitute member, however additional charges may apply, such as name change fees with airlines.

For cancellations where there is no replacement passenger the cancellation charges will apply as below:

Period before departure within which notice of cancellation is received by EDVENTURE TRAVEL in writing	Cancellation fee
90 days or more before your departure	Loss of Deposits
89 - 61 days before your departure	50%
60 - 31 days before your departure	75%
30 days or less before your departure	100%

If you have to cancel for a reason covered by your insurance policy, you may be able to recover the cancellation fee. Claims must be made directly to the insurance company concerned.

**Transfer of bookings:** if any member of your group is prevented from travelling, that person(s) may transfer their place to someone else provide that: (a) the new group member satisfies all the conditions applicable to the programme and agrees to these Booking Conditions and all other terms of the relevant agreement with EDVENTURE TRAVEL; (b) the group member wishing to transfer their place gives EDVENTURE TRAVEL notice of his or her intention to transfer not less than 30 days before the departure date. Where any such transfer is made, the transferor and transferee shall be jointly responsible for paying the price of the programme (or, if part of the price has already been paid, for payment of the remaining balance) and all costs and charges incurred by EDVENTURE TRAVEL and/or any of its suppliers arising from such transfer. As stated above, in some cases, any changes may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost (for example, some suppliers may treat the charge as a cancellation and rebooking).

## 8. CHANGES OR CANCELLATIONS BY EDVENTURE TRAVEL

EDVENTURE TRAVEL reserves the right to make changes to and correct errors in programme details both before and after bookings have been confirmed. EDVENTURE TRAVEL also reserves the right to cancel confirmed bookings at any time. For example, if the minimum number of participants required for a particular travel arrangement is not reached, EDVENTURE TRAVEL may have to cancel it.

Most changes are minor but occasionally EDVENTURE TRAVEL may have to make "Significant Change". "Significant Changes" includes, without limitation: (a) a change to your scheduled time of departure or return of 12 hours or more; (b) a change of UK departure airport (excluding change of London

Airports); (c) a change of accommodation to that of a lower official classification for the whole or a major part of your programme; (d) a change of resort area for the whole or a major part of your programme; and/or (e) an increase of more than 10% of the price of your travel arrangements as set out in the "Price and Payment Information" section above.

If EDVENTURE TRAVEL has to make a Significant Change, EDVENTURE TRAVEL will tell you as soon as possible and, if there is time to do so before departure, EDVENTURE TRAVEL will offer you a choice of the following options: (a) accepting an offer of an alternative programme of a similar standard from EDVENTURE TRAVEL, if available (if the alternative is less expensive than your original one, EDVENTURE TRAVEL will refund the difference but if it is more expensive, EDVENTURE TRAVEL will ask you to pay the difference); or (c) cancel your booking completely, in which case EDVENTURE TRAVEL will refund all monies paid by you.

In all cases, subject to the exceptions below, EDVENTURE TRAVEL will pay you the following compensation:

Period before departure within which a Significant Change is notified to you or your booking is cancelled by EDVENTURE TRAVEL	Compensation payable per paying passenger
60 days or more	£0.00
60 - 31 days	£5.00
30 - 15 days	£10.00
14 or less	£15.00

The compensation set out above does not exclude you from claiming more if you are entitled to do so and EDVENTURE TRAVEL will also consider an appropriate refund of travel insurance premiums paid if you can show that you are unable to transfer or reuse your policy without penalty.

Please note the following exceptions:

- (a) You will not be entitled to any compensation in the event that: (i) the cancellation is because the minimum number of participants required for the programme is not reached and you are informed of the cancellation in writing within the period indicated in the description of the programme, or (ii) the Significant Change or cancellation is a result of unusual and unforeseeable circumstances beyond EDVENTURE TRAVEL'S control, the consequences of which could not have been avoided even if all due care had been exercised;
- (b) EDVENTURE TRAVEL will not pay you compensation if EDVENTURE TRAVEL cancels your booking as a result of your failure to make full payment on time;
- (c) For children invoiced at reduced rates, compensation will be paid on a pro-rata basis of the adult rate; and
- (d) Very rarely, EDVENTURE TRAVEL may be forced by "Force Majeure" as defined below) to change or terminate your travel arrangements after departure. If this situation does occur, EDVENTURE TRAVEL will not make any refunds (unless EDVENTURE TRAVEL obtains any from its suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If, after you have departed, EDVENTURE TRAVEL becomes unable to provide significant proportion of the services that you have booked, EDVENTURE TRAVEL will make alternative arrangements for you at no extra charge and, if appropriate in all circumstances, will pay you reasonable compensation.

## 9. FORCE MAJEURE

Except where otherwise stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by you or you otherwise suffer any

damage, loss or expense of any nature whatsoever as a result of 'force majeure'. In these Booking 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. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

**Travel Documents:** Approximately two to three weeks prior to departure, you will be sent your travel documents detailing your flight and hotel information, departure and return times, packing tips, drop off/pick up locations, etc. Please check your confirmation invoice, tickets, final itinerary and all other documents you receive from EDVENTURE TRAVEL immediately on receipt and inform EDVENTURE TRAVEL as soon as possible if any information appears to be incorrect.

**Conditions of Suppliers:** Many of the services which make up your programme 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. When making your travel arrangements, EDVENTURE TRAVEL relies on such international conventions and the supplier's own terms and conditions. You acknowledge that all such terms and conditions form part of your agreement with EDVENTURE TRAVEL as well as with the relevant supplier. Copies of the relevant parts of these terms and conditions are available on request from EDVENTURE TRAVEL or the supplier concerned.

## 10. LIABILITY

**Packages:** to the extent that your programme is a "Package" (as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 (the "Regulations"), EDVENTURE TRAVEL accepts responsibility for the goods and services it has contracted to supply for your programme. For example, this means that, subject to the rest of these Booking Conditions, EDVENTURE TRAVEL will be responsible if your contracted arrangements are not provided as promised or prove deficient as a result of the failure of EDVENTURE TRAVEL, its employees, agents or suppliers to use reasonable skill and care in making, performing or providing your programme. For the purposes of these Booking Conditions, the goods and services included in your programme will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply. Or, if there are no applicable local regulations, if they are reasonable when compared to the local standards practice.

**All Programmes:** Notwithstanding the above, EDVENTURE TRAVEL will not be responsible for any loss or damage (including death or personal injury) of any description whatsoever which results from: (a) the acts or omissions of the person(s) affected; (b) the acts or omissions of a third party who is not connected with the provision of your arrangements and which were unforeseeable or unavoidable; (c) unusual or unforeseeable circumstances beyond EDVENTURE TRAVEL'S or its suppliers' control, the consequences of which could not have been avoided even if all due care had been exercised; (d) an event which either EDVENTURE TRAVEL or its suppliers could not, even with due care, have foreseen or forestalled including, without

limitation, war, civil unrest, insurrection, nuclear incident, strikes or other industrial disputes, criminal or terrorist activities of any kind, lost or stolen belongings, fire, flood, drought, natural or other disaster, closure of airports, mechanical or other failure of airplanes or other means or transportation or for any failure of any transportation mechanism to arrive or depart on time, cancellation of flights or alteration of the airline or aircraft type by the airline, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of medical or other emergency or for actual, perceived or threatened epidemics (together defined as "Force Majeure").

**Overall Liability:** EDVENTURE TRAVEL overall liability to you in respect of any claims you may make is limited as follows (in each case unless a lower limitation applies to your claim): (a) where EDVENTURE TRAVEL is found to be liable for any loss of and/or damage to any luggage or personal possessions and money, the maximum amount EDVENTURE TRAVEL will have to pay is £50 per person affected; (b) for all other claims (except for death or personal injury), EDVENTURE TRAVEL'S liability is limited to two times the price (excluding insurance premiums and amendment changes) paid for the programme by or on behalf of the person(s) affected.

**International Conventions:** Where any claim or part of a claim (including those involving death or personal injury) against EDVENTURE TRAVEL 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 EDVENTURE TRAVEL will have to pay you will be limited to the most the carrier or hotel keepers 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/Montreal Convention for international travel by air, the Athens Convention for international travel by sea, the Berne/Cotif Convention for rail travel and the Paris Convention with respect to accommodation arrangements). In any circumstances in which the carrier is liable to you by virtue of the Denied Boarding regulation 2004, any liability EDVENTURE TRAVEL may have to you arising out of the same facts is limited to the remedies provided under the Denied Boarding Regulation 2004 as if (for this purpose only) EDVENTURE TRAVEL were a carrier. When making any payment, EDVENTURE TRAVEL is entitled to deduct any money which you have received are or entitled to receive from the transport provider/carrier or hotelier for the complaint or claim in question.

**Local Activities, Excursions and Events:** EDVENTURE TRAVEL is not responsible for goods or services which do not form part of its agreement with you. This includes, for example any excursion, local activities (including hazardous activities) and/or events you may book or otherwise participate in independently of EDVENTURE TRAVEL whilst away. Your agreement for any such activity, excursion or event will be with the supplier of that activity, excursion or event, and not with EDVENTURE TRAVEL. It should be understood that participation in any such activity, excursion or event is at the individual's own risk and EDVENTURE TRAVEL is not responsible for the provision of any such activity, excursion

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or event or for anything that happens during the course of its provision by the supplier.

## INSURANCE

(Non-UK Tours) EDVENTURE TRAVEL LIMITED representative for Fogg Travel Insurance Services Limited. Insurance cover can be provided for every tour participant and will be stated in your quotation if it has been included in the tour price. Full details of cover will be sent to Group Leaders. Please note there are excesses for some sections of cover. You can view a full copy of our insurance policy and key facts documents upon request which highlights benefits and cover provided. If you do not have access to a computer, please phone us and we will forward a copy of the documents to you prior to booking. Please note, it is important that all members of your party have details of the insurance policy prior to booking.

Your booking may not be accepted until travel insurance arrangements have been made. If you do not wish to take out cover from EDVENTURE TRAVEL, evidence of alternative cover must be provided. In the absence of such evidence, insurance premiums may automatically be added to your booking (you will have the option to remove them if you provide EDVENTURE TRAVEL with alternative details within 14 days of the date that your booking is confirmed, otherwise you will be liable to pay the premiums). It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your needs. For those who participate in sports, water sports and winter sports whilst on the programme, it is your responsibility to ensure that you obtain the relevant insurance cover.

## 11. SEAT BELTS ON COACHES

All UK coaches will be fitted with seat belts. In the event of a breakdown, any replacement coach from the UK will be fitted with seat belts. However, due to different legislation in countries outside the UK, this may not be possible if a non-UK coach is supplied.

## 12. PASSPORTS

EDVENTURE TRAVEL recommend that groups do not use a collective passport. Collective passports (available to British nationals only) for persons under the age of 18 are not accepted by all countries or airlines. It is the Group Leader's responsibility to check whether collective passports are acceptable. The Group Leader will be responsible for obtaining a collective passport. Please note that British Citizens not on the collective passport must hold a full 10 year British passport. Identity cards are also necessary in many countries for students travelling on a collective passport. If a student is aged 16 or over and hasn't yet got a passport, our recommendation is that you should apply for one at least 10 weeks prior to departure, longer if a visa is required. Further information can be obtained from the UK Passport Service Adviceline on 0870 521 0410 or website at [www.passport.gov.uk](http://www.passport.gov.uk).

## 13. VISAS

Many countries require visa and other documentation to be obtained prior to travel. The cost of the visa is not included in tour prices. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. EDVENTURE TRAVEL shall not be liable if you cannot travel, or if you are refused entry onto any transport or into any country, because you have not complied with any passport, visa immigration requirements or health formalities or otherwise due to failure to carry the correct documentation. You agree to reimburse EDVENTURE TRAVEL in relation to any fines or other losses which EDVENTURE TRAVEL incurs as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. In the event EDVENTURE TRAVEL is asked to reissue tickets that have been lost, destroyed or stolen and agrees to do so, any charges incurred as a result of this will be payable by you.

You are solely responsible for your pre-programme, programme and post-programme medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment.

## 14. TOURS BY AIR

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 within the EU Community. The Community list is available for inspection at [www.ec.europa.eu/transport/air](http://www.ec.europa.eu/transport/air).

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. However, the UK departure airport, overseas arrival airport, carrier/airline and flight timings cannot be guaranteed (even when they have been confirmed in our Booking Confirmation Invoice). Nor can we guarantee the means of transport and timings for each leg of the journey but these will be as near as possible to those set out in our Booking Confirmation Invoice. We will provide transportation from your original departure point to the relevant airport if the original airport is changed. The UK departure airport, overseas arrival airport, carrier and flight timings shown in our brochure, on our website or in any other promotional material and detailed on your Booking Confirmation Invoice are for guidance only and are subject to alteration and confirmation. The latest route, timings and carrier 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 route, flight times and carrier. It is possible that UK departure airport, overseas arrival airport, carrier and/or 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 UK departure airport, overseas arrival airport, the identity of the carrier, flight timings, and/or aircraft type (if given) will not entitle you to cancel or change other arrangements without paying our normal charges except where specified in these conditions. If 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 and/or another remedy from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for any 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 or any other sum from us, you must, at the time of payment of any compensation or other sum 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 or via their website at [www.auc.org.uk](http://www.auc.org.uk).

## FLIGHT DEVIATIONS

You may wish to spend time at your destination after the scheduled programme. Where possible, EDVENTURE TRAVEL will provide altered flight arrangements according to your request. You are responsible for making all your arrangements to and from the hotel or airport as well as all land arrangements pertaining to your individual itinerary. Because EDVENTURE TRAVEL will arrange your airline tickets separately from your groups, EDVENTURE TRAVEL cannot guarantee that you will share any of the same flights, EDVENTURE TRAVEL charges a £60 non-refundable fee for this service plus any additional costs incurred. This option is not available if your group has less than 10 travelling participants. All requests must be made within two weeks of registration and no later than 120 days from departure, whichever occurs first.

## 15. SUPERVISION/BEHAVIOUR & YOUNG TRAVELLERS

### Supervision/Behaviour:

EDVENTURE TRAVEL, the Group Leader and, where applicable, chaperones establish behaviour rules and directions for all student programme participants. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense without any right to a refund.

When you book with us, you accept full responsibility for any damage or loss caused by you or 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 or any member of your group's actions. Group Leaders and/or other adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party. It is the Group Leader's responsibility to ensure that:

- No group member under 18 consumes alcoholic beverages without prior written consent of the parent/guardian.
- No student smokes on coaches, in any accommodation, in any smoke-free places or behaves in any other way which may cause a fire hazard.
- All party members wear the seat belts provided for all journeys by coach. (Not always applicable to coaches sourced overseas).
- No student breaks a UK or local law.

On occasion, programme participants may be allowed by the Group Leader and with the consent of EDVENTURE TRAVEL to leave the group and to explore on their own. EDVENTURE TRAVEL has no responsibility for those participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary to re-join the group, if that is their intent, at their own cost.

Without limitation to the above, if in the opinion of EDVENTURE TRAVEL any airline pilot, accommodation owner or other person in authority, you are or appear to be behaving in such a way as to cause, or to be likely to cause, danger, distress, annoyance or damage to third parties or property or to cause delay or diversion to transportation, either EDVENTURE TRAVEL or the supplier concerned may terminate your travel arrangements. In such situation, EDVENTURE TRAVEL will have no further liability to you, will not pay any refund or compensation and will not be responsible for meeting any expenses you incur as a result. You will be responsible for

making full payment for any damage or loss caused by you or any member of your group during your programme.

**Young travellers:** Registration for children under the age of 15 is subject to individual review by EDVENTURE TRAVEL. The decision to allow anyone to participate in a programme is at the sole discretion of EDVENTURE TRAVEL.

## 16. DISABILITIES & SPECIAL REQUIREMENTS

If you or any member of your group has any medical problem or disability which may affect your programme, please provide EDVENTURE TRAVEL with full details before your booking is confirmed so that EDVENTURE TRAVEL can try to advise you as to the suitability of your chosen arrangements. If EDVENTURE TRAVEL reasonably feels unable to properly accommodate the particular needs of the person(s) concerned, EDVENTURE TRAVEL will not confirm the booking or, if full details are not given at the time of booking, cancel when it becomes aware of such details.

## 17. DATA PROTECTION

We have measures in place to protect the personal booking information held by us. The contact details supplied, including postal address, telephone and email address, will only be used to fulfil tour administration and to communicate details of EDVENTURE TRAVEL's and our associated companies products and services. The personal information supplied about party members will only be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards. It may also be provided to public authorities such as customs or immigration if required by them, or as required by law.

EDVENTURE TRAVEL reserves the right to make audio and visual records of any of its trips and you agree that EDVENTURE TRAVEL may use any such records for promotional and/or commercial purposes without further remuneration.

## 18. COMPLAINTS

If you have any problems about your travel arrangements whilst away, you must immediately notify the supplier of the service(s) in question locally. If the supplier is unable to resolve the problem immediately, and a member of the staff is unavailable, you should contact us immediately by phone/email or the 24 hours duty officer out-of-hours and we will endeavour to assist. If you are still not satisfied on your return home, you must write to the Customer Services Manager, EDVENTURE TRAVEL, 55 Wheathill Way, Milborne Port, Sherborne DT9 5EZ, within 28 days of returning from your programme to allow your complaint to be investigated properly. Please write your booking reference number on your letter, and include your daytime and evening telephone numbers. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or calling and informing us, then we may not be able to deal positively with any complaint on your return.

## 19. CHANGE TO THESE BOOKING CONDITIONS

Any change to these Booking Conditions will only be valid if it is in writing and signed by a director at EDVENTURE TRAVEL.

**20. NOISE** It should be remembered that in many cities and towns accommodation may be situated in a busy area and therefore some noise is likely. Please bear this in mind when choosing your accommodation.

## 21. FOREIGN OFFICE ADVICE

For the latest travel advice from the Foreign & Commonwealth Office including security and local laws, plus passport and visa information, check [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).

## 22. PUBLICATION DATE

These Booking Conditions were published in April 2020.