

# Voyager School Travel Terms & Conditions

## To check availability

Please telephone 01273 560449 during office hours. At this stage you will be notified about the period of time that we are willing to hold your holiday before the booking must be confirmed (normally two weeks).

## To make a confirmed booking:

A Confirmed booking is made by sending First Deposits to: Voyager School Travel. Voyager School Travel is a trading name of Class Tours Ltd, hereinafter referred to as 'The Company', whose registered office is 36 Robertson Road, Brighton, BN1 5NL and this is who you will make your contract with. No contract exists until we have received First Deposits and have issued a booking confirmation. The person signing the booking form confirms that he/she is duly authorised to bind all members of his/her party to the terms of this contract (each being jointly and severally responsible). A full Passenger Names list is required at the time of booking for all air tours.

## Payments

Your tour cost is payable in 3 stages, unless otherwise indicated on your payment schedule. First Deposits: £50ppp European Coach Tours, £100ppp European Air Tours, £125ppp Worldwide Air Tours. Second Deposits payable 8 weeks later: £75ppp European Coach Tours, £150ppp European Air Tours, £175ppp Worldwide Air Tours. ppp = per paying passenger. Final Balance: A statement will be sent to you at least 12 weeks before departure. Your final balance should be sent not later than 10 weeks before departure. Bookings made within 10 weeks of the start of your trip MUST be paid in full at time of booking. We reserve the right to consider our contract terminated, by you, if any payment is late.

## Prices

Prices are based on programmes described in this and other Voyager brochures and/or our website [www.voyagerschooltravel.com](http://www.voyagerschooltravel.com). Any requests for variations to advertised programmes will be treated as special requests and as such do not form part of our contract with you and, therefore, cannot be guaranteed. Our prices are subject to surcharge as a result of government action or currency fluctuation as well as increases in the cost of aviation fuel or increases in coach costs due to the new limits on driving time and rest for work 'in scope' of EU Regulation 561/2006. In the case of a surcharge being necessary, the Company will absorb an amount equivalent to 2% of your tour price. Should the increase in the price of your tour be more than 10% of the total cost you will be entitled to cancel your trip and have refunded to you all monies paid minus any insurance premiums and amendment fees. Should you wish to cancel for this reason you have 14 days after the issue of our invoice in which to do so. Your tour price includes £5ppp for insurance. Our prices were calculated in January based on exchange rates supplied by HSBC Bank on the 28th April 2009. £1 = 1.055 Euros.

## Cancellations by you

Cancellations are only accepted when received in writing, and charges will be made as follows: More than 12 weeks before departure: loss of all deposits paid or due. Between 4 and 12 weeks before departure: 60% of total cost to be paid. Less than 4 weeks before departure: 80% of total cost to be paid. 2 weeks or less before departure:

Total invoiced cost. You may, of course, make a claim on your insurance if your cancellation comes within the terms of the policy. Clients who do not show for their holiday or who are prevented from travelling by virtue of not having correct travel documents in their possession (passports, visas, tickets, etc) or prevented from boarding flights (or other modes of transport) due to incapacity (drunkenness, medical conditions, etc) or other reasons (aggressive behaviour etc) will be deemed to have cancelled their holidays at that point. As this cancellation will have been deemed to have been made 2 weeks or less before departure the cancellation charge will be the full invoiced cost. For the avoidance of doubt, it is solely the responsibility of the client to ensure that they have the correct documents required to travel. Please be aware that many flights to French destinations fly into Italian or Swiss airports so clients must be able to enter both countries. Fear of an epidemic or pandemic is not a justifiable reason to cancel your holiday. Class Tours Limited reserve the right to postpone to a mutually acceptable date any tours to affected destinations.

## Cancellation or material changes made by us

Whilst The Company will endeavour to ensure that all arrangements satisfy your requirements, nevertheless it may be necessary in some situations to make alterations particularly if events outside our control dictate. The Company reserve the right to provide comparable alternative arrangements if operational or other considerations dictate (this will not be considered to be a material change), for example if your chosen Hotel or resort was not operable for any reason we could substitute a similar package in another resort. Departure days are Fridays, Saturdays and Sundays and the date marked on paperwork is the most likely departure day /date and/or the preferred departure date chosen by you. The departure date is subject to change by us when your final travel details are confirmed. We will try to update this information as we receive it but any changes will not be construed to be a material change and there is, therefore, no right to cancel or compensation. We reserve the right to move tent, chalet and/or apartment groups into Hotel or Centre accommodation at our discretion - this will not be construed to be a material change to arrangements. The Company also reserves the right to upgrade coach groups to air travel, at the discretion of The Company. Any changes of resort, country, travel arrangements, or programme to facilitate such an upgrade will not be construed as a material change. Groups will, therefore, not have the right to cancel or to compensation in such circumstances. Groups moved to a cheaper holiday will be refunded the difference between the price they paid and the price quoted in this brochure. Groups moved to a package more expensive than the price paid will be upgraded for free. If we do have to cancel a booking or if we make material alterations to any of the arrangements, we will notify you without delay and offer you a choice of alternative arrangements, if they are available, or a refund of all monies paid. Any such refund will be sent within 14 clear days. If we make a material change after the final invoice has been issued you will be entitled to compensation as follows: 70-35 days before departure: £5 per paying person; 35-15 days before departure: £7 per paying person; 14 days or less before departure: £10 per

paying person. We will not cancel your holiday after 2 weeks before your departure date unless it is necessary to do so as a result of hostilities, political unrest, industrial disputes or other circumstances amounting to force majeure or any other cause beyond our control, or unless you default in payment of your final balance. If we do have to cancel for these reasons you will not be entitled to a refund of monies paid, and in the case of an unpaid balance you would be liable to cancellation charges.

## **If you have a complaint**

If you have a complaint about any service provided by us in resort, this should be reported immediately to our local representative or agent in order that action can be taken, where possible. If a complaint cannot be resolved, then please follow it up with a letter to The Company within 28 days of returning from your holiday, as The Company will not accept liability in respect of claims received outside this period. The Company normally manages to agree an amicable settlement of the few complaints received, however, in the unlikely event that an agreed settlement cannot be reached you may take advantage of the special arbitration scheme as described below.

## **Arbitration**

Disputes arising out of, or in connection with, the Contract which cannot be amicably settled, may (if the customer so wishes) be referred to arbitration under a special scheme which, though devised by arrangements with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The scheme does not apply to claims for an amount greater than £1,500 per person or £7,500 per booking form or to claims that are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness.

## **Liability**

(i) The Company is happy to accept full responsibility for acts and/or omissions of our employees, agents and suppliers to carrying out their contracted obligations. (ii) In addition we accept responsibility should the services we have agreed to provide prove deficient or not of a reasonable standard save that The Company shall not be responsible nor accept liability for death, bodily injury or illness caused to the signatory to the contract and/or any member of the group except as provided in (iii) below. (iii) The Company shall accept responsibility for negligent acts and/or omissions by our employees, agents, suppliers or sub-contractors, while they are acting within the scope of or in the course of their duties to The Company. The Company will deal with claims arising as a result of death, bodily injury or illness caused to the signatory to the contract or any bona fide member of the group. Where the services in question consist of carriage by air or sea The Company shall be entitled to limit its obligations and liabilities as provided by relevant international conventions. Claims under this paragraph will be subject to English law. Further, should any member(s) of your party suffer illness, injury or death during your trip arising from an activity that does not form part of the arrangements made by us, we shall, where appropriate, give you every help we can by way of initial assistance up to a maximum value of £5,000 per booking form.

## **Responsibility, supervision, behaviour, damage and disturbance**

In making a Confirmed booking the party leader accepts responsibility for the good conduct of all participants during the visit. The party leader and other adult members of the party are responsible for the supervision of any minors in the party and should take steps to prevent damage to the fabric and equipment of The Company, site owners, Hotels and coaches and property belonging to others which is provided for the party's use during the visit. The party leader and other adults should ensure those local residents, other guests, holidaymakers or site owners are not disturbed by unreasonable behaviour. The Company reserves the right to exclude any group or individual from any activity, Hotel or Centre where that group's or person's actions, in the opinion of The Company's staff, are not compatible with the safe operation of a given activity or adversely affect the enjoyment or privacy of other guests, holidaymakers or Hotel/Centre personnel. If equipment or property belonging to The Company or suppliers of The Company is damaged or lost as a result of unreasonable treatment or behaviour, The Company reserves the right to make a charge to make good the damage or loss. The members of the party will be deemed to be jointly and severally liable for any such damage and, in certain cases (at the discretion of The Company), a damage deposit may be taken at time of issue or occupation. Cases where a damage deposit is the norm are apartment based accommodation and for equipment hire; however, our right to demand a deposit is not restricted to these two cases.

## **Accommodation**

All the accommodation featured in our brochure has been inspected or approved by a senior member of our staff or our appointed agent. Many hotels may make a charge for the use of optional facilities (eg swimming pool, sauna). Towels and soap are not necessarily provided in all of our accommodation. Party leaders should remind their group to bring their own. Accompanying adults are allocated twin or triple rooms as applicable. Single rooms are not normally available, but if they are, a 'single room' supplement is payable. Our hotels provide three meals per day, unless otherwise stated in the price list or your itinerary. In the case of excursions and, in some hotels as standard arrangement, a packed lunch is provided in place of a hot lunch in the hotel. Damage deposits are required by certain accommodations and where possible we will advise at the point of booking.

## **Itineraries and travel schedules**

All timings and route schedules featured in the brochure and on the website act as a guide only and once a booking is confirmed by the ferry company or airline certain amendments may be necessary. A complete itinerary will be forwarded to you two to three weeks prior to departure. Should any major changes occur after that, we will advise you accordingly. Certain services we depend on may, from time to time, change their schedules, which may affect the length of time you spend in resort. In the event of this occurring we would not accept responsibility for changes 'but at all times must comply with EU regulations relating to drivers' hours. While coach drivers will do their best to point out places of interest and provide information, it should be noted that they are not employed as guides.

## **Health requirements and recommendations**

At the time of going to press in April 2008 there was no mandatory vaccination requirements for travellers from the UK to destinations featured in our brochure. However, many health authorities advise travellers from the UK to China, Hong Kong, India and South Africa to obtain immunisation against typhoid, tetanus, polio and hepatitis A and also protection against malaria. UK travellers to Russia are recommended to obtain inoculations against diphtheria. Please note that the cost of any immunisation treatment is not included in the cost of the holiday. The Party Leader is entirely responsible for passing any health requirement information to other party members.

## **Your Financial Protection**

When you buy an ATOL protected air holiday package from Voyager School Travel you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9817. In the unlikely event of our insolvency the CAA will ensure 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). Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking.