

## Voyager School Travel Booking Terms & Conditions

These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Voyager School Travel ('we' or 'us'), a trading name of Class Tours Limited, hereinafter referred to as 'The Company', whose registered office is 6-7 Lovers Walk, Brighton BN1, Reg in England No: 06537480.

Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them,
- b. He/she consents to our use of information in accordance with our Privacy Policy,
- c. He/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services,
- d. He/she have the consent of each person on whose behalf a booking is made to receive any refund (where applicable) due under the booking.

### 1 Booking and Paying For Your Arrangements

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation; and b) you pay us a deposit. If you are booking within 60 days of departure, full payment is due at the time of booking); and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.

If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 60 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable.

Any money paid to an authorised agent of ours in respect of a booking covered by our ATOL is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## 2 Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

## 3 Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance adventurous activities you are due to take part in, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## 4 Pricing

The price of your travel arrangements has been calculated using exchange rates in relation to the following currencies: £1 = 1.1€ and £1 = \$1.35

**We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours.**

The price of your confirmed tour is subject at all times to variations in:

- (i) transportation costs, including the cost of fuel; or
- (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- (iii) the exchange rates used to calculate your arrangements; Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agent's commission. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another tour if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed tour within 30 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your tour go down due to the changes mentioned above, by more than 2% of your confirmed tour cost, then any refund due will be paid to you.

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.

## **5 Jurisdiction and applicable law**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **6 Cutting your tour short**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **7 Changes made by You**

If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £25 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. 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.

Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

**Note: Certain 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 arrangements.**

## **8 If You Cancel**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):-

More than 12 weeks before departure: Loss of all deposits paid or due  
Between 4 - 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

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of £25 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services. If any cancellation reduces the number of paying passengers below the minimum required for a tour price (or free place allowance) the invoice will be adjusted accordingly for all remaining group members.

## **9 If We Change or Cancel**

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. 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 or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance.

Most alterations will be minor and while we will do our best to notify you or your travel agent of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of minor changes include the following when made before departure:

- Any change in the advertised identity of the carrier(s), flight timings, and/or aircraft type.
- A change of outward departure time or overall length of your tour of twelve hours or less.
- A change of accommodation to another of the same standard or classification. Occasionally we may have to make a major change to your confirmed arrangements. Examples of major changes include the following, when made before departure;
- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A change of UK departure airport, as long as that change is not from one London airport to another London airport. London airports are Heathrow, Gatwick, Stansted, Luton and London City.
- A significant change to your itinerary, missing out one or more destination entirely.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for major changes) accepting the changed arrangements,
- ii having a refund of all monies paid; or

iii 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).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, less than 60 days before departure, we will also pay compensation as detailed below:

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

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 60 days before departure or in the event that 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 or if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached. (We will tell you if we have to cancel for this reason not less than 45 days before departure).

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

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

## **10 Force Majeure**

### **Unavoidable and extraordinary circumstances**

Except where otherwise expressly stated in these booking conditions, we will not be liable or pay you compensation or other sums if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, epidemic, pandemic, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our, or the supplier(s) concerned's, control. Advice from the Foreign and Commonwealth Office to avoid or leave a particular country may constitute Force Majeure.

## **11 Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at the accommodation etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **12 Disabilities and Medical Problems**

We are not a specialist disabled tour company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour.

Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## **13 Complaints and dispute resolution**

We make every effort to ensure that your tour arrangements run smoothly but if you do have a problem during your tour, please inform the relevant supplier (e.g. your accommodation supplier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact Sophie Brandon, Tours Manager. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in 6 this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Any complaints arising out of, or in connection with this contract that cannot be resolved by following the above procedure should be referred to 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.

## **14 Your Behaviour**

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any accommodation manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to

cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation manager or other supplier prior to departure from the accommodation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

The Party Leader accepts responsibility for the good conduct of all participants during the tour and warrants that the correct ratio of responsible adults will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the Party Leader's responsibility specifically to ensure that:

- a. No participant under 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced. All local laws relating to the consumption of alcohol must at all times obeyed by participants
- b. No participant consumes alcohol to excess
- c. Participants comply with local laws
- d. No participant uses illegal substances
- e. No participant smokes in a public area or in any other way causes a fire hazard
- f. All party members wear the seat belts provided for all journeys by coach. (Not always applicable to coaches sourced overseas).
- g. Participants act in a responsible way and do not behave in a way likely to cause damage to property or offence to other people

## 15 Our Responsibilities

(1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an organiser under the Package Travel and Linked Travel Arrangements Regulations 2018 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees or suppliers negligence affected the overall enjoyment of your tour. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the

consequences of which could not have been avoided even if all due care had been exercised; or  
(d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in accommodation

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to accommodation arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) 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.

(4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

(7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away,

or any service or facility which your accommodation or any other supplier agrees to provide for you.

## **16 Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on tour are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **17 Financial security**

We provide financial security for flight inclusive Packages and ATOL protected flights. We do this by way of a bond held in favour of the Civil Aviation Authority under ATOL number 9817. When you buy an ATOL protected flight or flight inclusive tour 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. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). Where we are not able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide financial security for tours not including flights by way of ABTA Y0554. If you book arrangements other than an ATOL protected flight or package tour from this brochure/website, your monies will not be financially protected. Please ask us for further details.

## **18 Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk)  
Special conditions apply for travel to the USA, and all passengers must have individual machine readable

passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk) For European tours you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk) Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling, Special conditions apply for travel to the USA. All passengers must have individual machine readable passports, and an ESTA (electronic authorisation) if travelling without a visa. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk) We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

### **19 Conditions of Suppliers**

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

### **20 Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party miss your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately. The Package Travel and Linked Travel Arrangements Regulations 2018 provide that in the event that you experience difficulty on the occurrence of circumstances described in clauses 15 (2) (a) (b) (c) or (d) of these booking conditions, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

We cannot accept liability for any delay which is due to any of the reasons set out in clause 10 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a Community list (available for inspection at <http://ec.europa.eu/transport/air->

ban/list\_en.htm) detailing air carriers that are subject to an operating ban with the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the 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. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers).

Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your tour price from us. 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. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

## **21 ABTA**

We are a Member of ABTA, membership number Y0554. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from tour. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

## **22 Data Protection**

In this clause 22:

Data Protection Legislation means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

UK Data Protection Legislation means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation. This does not relieve, remove or replace, either of our respective obligations under the Data Protection Legislation.

(1) Both you and we will comply with all applicable requirements of the Data Protection Legislation. This clause 22 is in addition to, and does not relieve, remove or replace, either of our respective obligations under the Data Protection Legislation. In this clause 22, Applicable Laws means (for so long as and to the extent that they apply to us) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

(2) Both you and we acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have

the meanings as defined in the Data Protection Legislation). Clause 22 (7) sets out the scope, nature and purpose of our processing, the duration of processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

(3) Without prejudice to the generality of clause 22(1), You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.

(4) Without prejudice to the generality of clause 22(1), We shall, in relation to any Personal Data processed in connection with our performance of our obligations under this agreement:

- a) process that Personal Data only on your written instructions unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
- b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
  - i. you or we have provided appropriate safeguards in relation to the transfer;
  - ii. the data subject has enforceable rights and effective legal remedies;
  - iii. we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;
- e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- f) notify you without undue delay on becoming aware of a Personal Data breach;
- g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate our compliance with this clause 22.

(5) You consent to our appointing (where necessary) a third-party processor of Personal Data under this agreement. We confirm that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of 15 business. As between you and us, we shall remain fully liable for all acts or omissions of any third-

party processor appointed by us pursuant to this clause 22.

(6) We may, at any time on not less than 30 days' notice, revise this clause 22 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

(7) In providing our services we will:

a) process the Personal Data of the persons whose details are entered into the booking;

b) process that Personal Data in the following ways:

i. storing data;

ii. transmitting data to our sub-contractors as provided in this clause 22; and

iii. consulting the data.

c) for the following purposes:

i. to make arrangements for the group's food, accommodation and travel; and

ii. to plan for any health, disability related or dietary requirement needs of any group members

d) We will carry out these activities for the duration of our contract with you. Unless we are required by the Data Protection Legislation to store the Personal Data, when the contract ends we will delete or return the Personal Data to you in accordance with your instructions.

e) We will process the following Personal Data:

i. names;

ii. addresses;

iii. phone numbers;

iv. email addresses;

v. dates of birth;

vi. emergency contacts;

vii. information relating to health conditions and disability;

viii. information relating dietary requirements.

ix. Information relating to religion

x. passport information

f) We will process the Personal Data of the persons who are participating in the booking, including:

i. teachers;

ii. students; and

iii. any other persons travelling in relation to this booking

## **23 Marketing Materials**

By booking with Voyager School Travel you give consent for any written testimonial to be used within Voyagers marketing materials; printed publications, websites - including social media such as but not restricted to Facebook, Twitter, Instagram and YouTube. If you wish your group, or any member of your party to be excluded, please contact [marketing@voyagerschooltravel.com](mailto:marketing@voyagerschooltravel.com)

