

DAY-TRIP & EXCHANGE BOOKING CONDITIONS

1. These Booking Conditions together with our Privacy Policy (which can be found on our website) and any and all other written information we provide to you, form the basis of your contract with us (the "Contract").
2. Your contract will be with Schools Into Europe Ltd (company number 03500556) of Cesail-Y-Bryn, Wenallt Road, Rhiwbina, Cardiff, Glamorgan, CF14 6TQ ("we" or "us" or "our"). References to 'you' means the person representing the school (the Party Leader), who acts exclusively on behalf of all persons named on the booking (including anyone who is later added or substituted), or any one of them, as applicable.
3. In making a booking, the Party Leader warrants that they are the authorised representative of the school/group and thereby have the authority to:
 - (i) legally bind the school/group to the Contract; and
 - (ii) make the booking (and any amendments) on behalf of the school/group and all party members;
 - (iii) be our sole point of correspondence and contact.Further, the Party Leader shall be liable for:
 - (iv) the full payment of any and all deposit(s) in addition to the outstanding balance;
 - (v) the payment of any amendment fees or cancellation charges;
 - (vi) confirming all party member details to us;
 - (vii) the passing on to all party members of any appropriate information issued by us
4. In confirming your booking with us, you are regarded as having read, understood and agreed to these Booking Conditions before you make any payment to us. A booking will exist as soon as we receive your initial deposits. You must advise us immediately if any details shown on your Invoice or Confirmation of Provisional Booking are incorrect as it may not be possible to make changes at a later stage, without incurring amendment fees.

PAYMENTS

5. Deposits will be payable either per party member or, for those groups charged as a total price, as part payment for the whole group, and may be a single deposit payment, or several deposit payments. In the case of several deposit payments, the sum of the deposit payments shall be deemed to be the overall deposit.
 - (i) The initial deposits will be payable at the time of booking. The balance of payment is due at least four weeks before departure.
 - (ii) If you make a booking within five weeks of departure, the initial deposit will need to be paid at the time of your booking. The balance of payment is due seven days after paying the initial deposit. If we do not receive the deposit(s) and final balances in full and on time we reserve the right to cancel your booking, in which case the cancellation charges set out in clause 7 will become payable and you will also forfeit any and all deposits paid to us.

PRICE

6. Once we have issued the booking confirmation invoice to you, we shall not increase the price of your booking unless there is a change to the price of the carriage of passengers resulting from

changes to (i) costs of fuel or other power sources; (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation/disembarkation fees at ports, or (iii) exchange rates. However, there will be no change within 20 days of your departure. In this event, we will absorb any amount up to 2% of the trip/exchange price (which excludes any insurance premiums or amendment charges). Only amounts in excess of this will be payable by you. If this results in an increase of more than 8% on the trip/exchange price, the Party Leader will have the option to (i) accept the increase and pay the additional amount; (ii) accept a change to a different trip/exchange if we are able to offer one; or (iii) cancel the trip/exchange with a full refund of all money paid (except amendment fees). Should the Party Leader decide to cancel they must do so within 14 days from the date printed on the revised invoice.

AMENDMENTS OR CANCELLATIONS BY YOU

7. If a booking is cancelled by the Party Leader or anybody legally entitled to represent the party, the cancellation charges payable by you are the sums due up to the date of cancellation, as set out on your booking confirmation invoice. Depending on the reason for cancellation, you may be able to reclaim the cancellation charges (less any applicable excess and premium) from your insurance policy (claims must be made directly to the insurance company concerned).
8. If any paying party member cancels, there is no additional charge for coach bookings provided that a replacement is found who satisfies all the conditions applicable to this booking and the name change is notified to us, in writing, no later than 7 days prior to departure. For bookings that include flights, the school/group is responsible for paying all costs we incur in making the transfer, including payment of the amendment fee. If no replacement can be found, the cancellation charge shall be the amount due to us in accordance with clause 7.
9. Should you wish to amend your booking after we have issued the booking confirmation invoice, we shall do our utmost to make the changes, but it may not always be possible. Any requests for amendments should be made by the Party Leader, in writing, to us. Where we can meet a request for an amendment, an amendment fee may be payable, in addition to any further costs we incur in making the amendment to your booking (such as extra costs or charges imposed by our suppliers). Certain travel arrangements (for example, flight/rail tickets) cannot be changed once booked and any amendment could incur a full cancellation charge of up to 100% for that part of the booking.
10. Where the booking is charged per payer, amendments which decrease the number of travellers in a booking by less than 10% in the number of paying party members shall not result in any increase in the price per traveller nor any reduction in free adult places. If the decrease is 10% or more we reserve the right to reduce the number of free adult places, in addition to applying the additional costs. Amendments of this nature must be made prior to the balance due date.

AMENDMENTS OR CANCELLATIONS BY US

11. It is a term of this booking that we are able to make changes to any aspect of your booking. Most changes will be minor, such as, but not limited to, changes to ferries or coaches used, method of Channel crossing, changes to departure/arrival times of less than 12 hours, or the withdrawal of certain facilities in resort. Occasionally, we have to make a significant change, which may include a change of outward departure time of 12 or more hours. If we make a significant change, you will have the right to (i) accept the changed arrangements; or (ii) receive a refund of monies paid to us; or (iii) accepting an alternative trip/exchange from us, where we are able to offer one, (we will refund the price difference if the alternative is of a lower price). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescales given your booking may be cancelled.
12. We reserve the right to cancel your booking, however we will not cancel less than 12 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance. If your trip/exchange is cancelled by us, you can either have a refund of all monies paid, or accept an alternative trip/exchange of a comparable standard from us if we can offer one (we will refund any price difference if the alternative is of a lower value).

FORCE MAJEURE

13. Except where stated in these Booking Conditions, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations under our Contract with you is prevented, or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of unavoidable and extraordinary circumstances. Unavoidable and extraordinary circumstances shall mean any event or circumstances 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 but shall not be limited to: war (whether actual or threatened), riot, civil strife, terrorist activity or its consequences, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic eruption, epidemics, pandemics, health risks, fire, flood, unforeseeable technical problems with transport, port or territorial waters closure restriction or congestion, flight or other travel restrictions imposed by any government, regulatory authority or other third party, sanctions and all other events situations which are outside of our, or our suppliers' control. Very rarely, we may be forced to change or terminate your trip/exchange after your departure, but before the scheduled end of your trip/exchange, as a result of unavoidable and extraordinary events. In this very unusual situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any costs or expenses incurred by you as a result.

OUR LIABILITY

14. We will take reasonable skill and care to properly perform our contractual obligations to you. We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents or suppliers in making, performing or providing, as applicable, your contracted trip/exchange arrangements. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction. We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any nature or description whatsoever which results from (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; and/or (ii) the act(s) and/or omission(s) of a third party not connected with the provision of the services; or (iii) unavoidable or extraordinary circumstances. We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, but shall not be limited to, any additional services or facilities that do not form part of our Contract with you; and any activity or excursion you purchase in destination. The services and facilities included in your trip/exchange will be deemed to be provided with reasonable skill and care if they comply with the laws and applicable standards of the country in which your claim or complaint occurred. This will be the case even if the services or facilities did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. For all claims that do not involve personal injury or death, the maximum amount we will have to pay you is three times the price paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under this clause 15. This maximum amount will only be payable where it is deemed that your group have not received any benefit at all from your booking. We are to be regarded as having all benefit of any limitation of compensation contained in these Booking Conditions or any other applicable convention(s). Where sea, rail and/or hotels are included in your booking, your journey may be subject to certain conditions of carriage and International Conventions. In addition, you agree that the 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 and agree 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. You can ask us to provide you with a copy of any conditions applicable to your journey. In any circumstances in which a carrier is liable to you by virtue of EC Regulation 261/2004 - the Denied Boarding Regulations, any reimbursement, accommodation and/or refreshments in such cases, is the responsibility of the carrier and will not automatically entitle you to a refund of your trip/exchange cost from us. The fact a delay may entitle you to cancel that component of the trip/exchange does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with the cancelled component.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any supplier or the transport provider or hotelier for the complaint or claim in question.

Where any payment is made, that 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.

We cannot accept any liability for any damage, claim, loss or expense or other sum(s) of any description which (i) did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers; (ii) relate to any other business (including any loss of earnings incurred by anyone who is self-employed); 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;

15. We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on tour. We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

- (a) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:
- (i) Postponing your trip/exchange to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your trip/exchange, such as the flight, as well as any increase in cost imposed by other suppliers);
 - (ii) If not everyone on the booking is affected, you will have the right to transfer that place on the trip/exchange to another person nominated by you or The Party Leader, subject always to the requirements of clause 9;
 - (iii) Cancelling the trip/exchange, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.
- If this happens whilst you are on your trip/exchange, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your trip/exchange, missed transport arrangements, additional accommodation required, or other associated costs incurred by you.
- (b) You fail any tests, checks or other measures imposed by a supplier, carrier, or port, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such

you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the trip/exchange, or that portion of the trip/exchange.

You also acknowledge that the suppliers providing your trip/exchange, including carriers and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the trip/exchange and all measures will be taken with the purpose of securing your safety and those around you.

INFORMATION FOR TRAVELLERS

16. The Party Leader is responsible for ensuring that:
- (a) all party members have (i) a valid passport (at least 6 months remaining) and visa (where required); (ii) have complied with any health requirements for the country(ies) of travel; (iii) have advised us of any necessary medical arrangements; (iv) are at the departure points on time.
 - (b) the relevant governmental websites (such as <https://www.gov.uk/foreign-travel-advice> and <https://travelhealthpro.org.uk/>) are checked prior to travel to ensure that the party members comply with any travel restrictions/guidelines/recommendations, quarantine requirements and/or health requirements (including any tests, vaccinations or health certifications that may be required).
 - (c) all members of the booking are, at all times, appropriately supervised.
17. Where you or one of your party is in difficulty, we will provide assistance without undue delay. This may include providing information on health services, consular assistance, assistance with distance communications or helping you find alternative travel arrangements. In the event that the difficulty is caused intentionally by you or one of your party, or as a result of the negligence of you or one of your party, then we may charge a reasonable fee for providing such assistance.
18. The Party Leader is responsible for ensuring that the members of the party hold comprehensive, adequate and valid travel insurance effective from the date of booking that should provide cover for, without limitation, the cost of curtailment or cancellation under certain circumstances; the cost of assistance (including repatriation) in the event of accident or illness; medical cover; and the loss of baggage and money/personal effects. The Company will not be liable in any way for any losses, costs, claims or damages arising due to the failure of the Party Leader to ensure adequate insurance is in place.

REGULATIONS

19. The combination of travel services offered to you is not a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations.

IF YOU HAVE A COMPLAINT

22. If you have a complaint about any of the services included in your trip/exchange, you must inform our representative travelling with you (if applicable) - or in resort (if applicable) - or our emergency contact (details of which are listed on your itinerary) without undue delay who will endeavour to put things right. If it is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. If you fail to follow the requirement to report your complaint while the tour is still taking place we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

DATA PROTECTION

24. Our full Privacy Policy is available to view on our website: www.schoolsintoeurope.com/privacy and details how we process personal information in connection with you, your party and your booking(s).

LAW AND JURISDICTION

25. This Contract shall be governed by the law and exclusive jurisdiction of the English Courts.