

Booking Conditions

The following Booking Conditions together with the general information contained on our website form the basis of your contract with theschooltravelcompany (a trading name of Acorn Venture Ltd.). Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions, “you” means the Party Leader and “your” means all persons named on the booking including anyone who is added or substituted at a later date. “We”, “us” and “our” means Acorn Venture Ltd.

1. Making your booking

To make a booking, our booking form must be completed. This must be signed by the first named person on the booking (“the Party Leader”). The Party Leader must be at least 18 years of age and must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. The completed and signed Booking Form must then be sent to us together with the payments referred to below.

Once we have received your Booking Form and all appropriate payments, we will, subject to availability, confirm your holiday by issuing a Confirmation of Booking. A contract will exist as soon as we issue this confirmation. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

Changes to these Booking Conditions or the General Information shown on our website will only be valid if confirmed in writing.

If any information given on the confirmation or any other document appears to be incorrect or incomplete you must inform us as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out (or five days for tickets).

2. Your Financial Protection

We are a member of ABTA (v3629) , holding ATOL No. 5525 issued by the Civil Aviation Authority, which provide for your protection in the event of our insolvency.

3. The Cost of Your Holiday

The prices shown on our website were calculated on 14 January 2009 on the basis of known costs and exchange rate of £1 = Euro 1.10 as shown in the Financial Times Guide to World Currencies’ on that date.

We reserve the right to: (i) increase or decrease the prices of unsold holidays at any time; (ii) correct mistakes in advertised, quoted or confirmed prices;

Prices include VAT calculated under the Tour Operators’ Margin Scheme (TOMS), the conditions of which do not permit us to issue invoices showing VAT as a separate element, **nor you to reclaim VAT.**

The price of your chosen holiday will be confirmed at the time of booking.

4. No Surcharge Guarantee

Once we have confirmed the price of your arrangements (errors or omissions excepted) it is fully guaranteed and will not be subject to any surcharges.

5. Payment

You are responsible for making all payments to us. Please note that, if you are paying via your Local Education Authority, governing body, central agency, or similar, it is important that you make any necessary arrangements to ensure that all payments reach us within the time limits below, and inform us immediately you know this might not be possible.

In order to confirm your chosen holiday, a deposit of £20 per paying party member for coach tours or £75 per paying party member for air tours (or full payment if booking within ten weeks of departure) must be paid at the time of booking. A second deposit of £50 is due 8 weeks after confirmation of booking.

Your first and second deposit payments are not refundable, except where stated otherwise in these booking conditions. However, in some circumstances they can be reclaimed under the terms of your insurance cover, less any excess which applies.

The full remaining balance must be received by us not less than 10 weeks prior to your departure date. This date will be shown on the Confirmation of Booking. Reminders are not sent. If you do not pay your second deposits or final payment by the dates specified this will be a breach of the contract between us entitling us to consider the booking as cancelled by you and to apply cancellation charges as set out in these booking conditions.

This means that if we have not received your full payment before the departure date you will not be able to travel.

6. Changes by You

Please read each of our booking documents carefully as soon as received and contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later.

If you should wish at any time to change your arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to accommodate your request(s) but this may not always be possible. You must confirm in writing any requests for changes to be made. We reserve the right to make a £20 amendment charge per change per booking form and will pass on to you any costs we incur from our suppliers in making the alteration(s) requested. You should be aware that these costs are likely to increase the closer to the departure date that changes are made. Please note that in some cases (e.g. budget airlines) amendment charges (including ticket name changes) can exceed the initial costs.

7. Cancellation by You

(i) Until ten weeks prior to your date of departure the first and second deposits paid by any person who withdraws from your party for any reason may be transferred to another suitable replacement without any financial penalty. If there is no suitable person the first and second deposits will be retained by us and, if this should mean that the number of people left in your group does not reach the minimum number on which your price per paying member was based, the tour price will be adjusted accordingly, together with your free place allowance and any discounts/concessions.

(ii) From ten weeks to your date of departure the price per paying member, free place allowance, discounts and concessions are fixed. Payments made by any person who withdraws for any reason may still be transferred to another suitable replacement but we reserve the right to pass on any additional costs incurred by us. If there is no suitable replacement cancellation charges will apply as shown below and, if this should mean that the number of people left in your group does not reach the minimum number on which your price per paying member was based, the tour price will be adjusted accordingly, together with your free place allowance and any discounts/concessions.

Cancellation charge per paying person cancelling (without replacement).

More than 10 weeks before departure: **we retain first and second deposits per paying person cancelling.**

69-22 days before departure: **we retain 75% of the full price per paying person cancelling.**

21 days or less: **we retain 100% of the full price per paying person cancelling.**

The effective date of cancellation is the working day on which written notification is received in our office.

You may be able to reclaim cancellation charges, less any applicable excess, under the terms of your insurance policy. **Claims must be made direct to the insurance company.**

8. Changes and Cancellation by Us

The arrangements advertised by us are given in good faith. As arrangements are planned so far in advance it may occasionally be necessary for us to make changes and we reserve the right to do so at any time.

For example, if the minimum group size is not reached or the minimum number of clients required for a particular travel arrangement not reached, we may have to cancel your booking. However, we will not cancel your booking less than 10 weeks before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. If it is necessary to cancel your travel arrangements we will pay to you compensation as set out in this clause.

Occasionally, we have to make a “significant change”. “Significant changes” include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, a change of UK departure point to one which is more inconvenient to you.

If we make a significant change or cancel, we will tell you as soon as possible.

Should we have to cancel or make a significant change to your booking at any time after it has been confirmed by us and before your tour is due to start for any reasons other than (a) your failure to pay the balance due on time or (b) your failure to advise us of all relevant details before the booking is confirmed or (c) reasons of *force majeure*, we will always offer you the choice of an alternative tour with us (with a refund of any price difference if the alternative is of a lower value), or a 100% refund of all monies paid within 14 days if the alternative tour offered is not acceptable. In addition, if we cancel or significantly change your booking after it has been confirmed other than for the reasons given above, we will pay you compensation as shown below:

Significant change or cancellation made by us more than:

10 weeks before departure: **we pay £10 compensation per paying member.**

69 to 22 days before departure: **we pay £20 compensation per paying member.**

21 days or less: **we pay £30 compensation per paying member.**

Very rarely, we may be forced by reasons of *force majeure* to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds unless we obtain refunds from our suppliers, nor can we pay any compensation or meet any costs or expenses you incur as a result.

Such events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

9. Our Liability to You

We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described on our website. If any part of your travel arrangements is not provided as promised, due to the fault of our employees, agents or suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. Subject to paragraph (ii) below our liability in all cases shall be limited to a maximum of two times the costs of your booking per paying member affected. This maximum would only be payable where we, our employees, agents or suppliers are to blame for everything going wrong and no enjoyment at all being derived from the tour.

We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law or the law you have chosen under clause 1 above.

In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions.

We will not, however, be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- a) the fault of the person(s) affected or any member(s) of their party or
- b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- c) an event or circumstances which we or the supplier of the service(s) in question, could not have predicted or avoid even after taking all reasonable care.
- d) the fault of anyone who was not carrying out work for us generally or in particular, at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website and we have not agreed to arrange them.

The promises we made to you about the services we have agreed to provide or arrange as part of your contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK.

You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

10. Personal Injury Unconnected With Your Booked Travel Arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs/benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

11. If You Have A Complaint

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative (if applicable) immediately who will endeavour to put things right. If your problem is not resolved please contact our office by fax or telephone. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department 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.

It is strongly suggested that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report form **whilst in resort**.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

12. What Happens To Complaints

Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration, if the customer so wishes, under a special Scheme arranged by the Association of British Travel Agents, and administered independently by the Chartered Institute of Arbitrators.

The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com).

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

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

13. Conditions of Suppliers

Many of the services which make up your tour arrangements 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, and may affect your rights to compensation. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

This website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit any independent organisations/suppliers/carriers whose services are featured in it.

14. Special Requests and Medical Problems

If you have any special request, you must advise us at the time of booking and clearly note it on your booking form. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be complied with unless we have confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation or any other documentation is not confirmation that the request will be met unless and until specifically confirmed. All special requests are subject to availability. If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

15. Passports, Visas, and Health Requirements

The passport, visa and health requirements applicable at the time of printing to British citizens for the holidays we offer are shown elsewhere. Requirements may change and you must check the up to date position in good time before departure. Information on health is available on-line at www.dh.gov.uk. For European holidays, you should obtain a completed and issued form EHIC (details at www.ehic.org.uk) prior to departure.

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

For all travel abroad we recommend you take FCO advice – www.fco.gov.uk/knowbeforeyougo .

16. Behaviour

When you book with us you accept responsibility for any damage or loss caused by you or any member of your party. If, in our reasonable opinion, or the opinion of any person in authority, you or any members of your party behave in such a way as to cause danger, upset or distress to any third party, or damage to property, we are entitled, without prior notice, to terminate the tour of the person(s) concerned. In this event the person(s) concerned will be required to leave the accommodation or other service and we will have no responsibility towards such person(s), including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. **Any costs incurred through inappropriate behaviour of you or any member of your party will be payable by you.**

17. Delay

In the event of a delay of over 3 hours, we will endeavour to provide light refreshments and, in the case of a delay of over 6 hours, a main meal. Delays of over 12 hours are covered by the inclusive insurance.

18. Safety Standards

The requirements and standards of the country in which any services are supplied are those which apply to those services. As a general rule these requirements and standards will not be the same as in the UK and may sometimes be lower.

19. Flights

The flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your final Confirmation of Booking. However, the actual flight times will be those shown on your tickets which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure that you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Please bear in mind that some airlines do not issue tickets. In this instance you must check your Confirmation of Booking which shows timings, routes and the reference number of airline arrangements.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change to other arrangements without paying our normal charges.

20. Insurance

Details of the policy are available to download on the website. Please read the details carefully. It is your responsibility to ensure that the insurance cover is adequate for your needs, especially if you participate in any activities not arranged by us.

21 Consumer Protection

The air holidays and flights on this website are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 5525. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk.

22. Data Protection

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities or dietary / religious requirements. If we cannot pass this information to the relevant suppliers we maybe unable to provide your booking. In making this booking you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.