

## **Booking Terms and Conditions**

### **Key points:**

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your trip but there are legal limits.

We are a member of ABTA and we provide protection for your money as set out in clause 2 below.

Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information and for other important rights and obligations.

### **1. Our details**

Your booking is with Travel Class Limited, a member of the Travelopia group of companies with registered number at 1873956 and registered address at 2nd Floor, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD (“we”, “us”, the “Company” or “our”).

### **2. Protecting your money**

- a. The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. We will be responsible for the proper performance of all the travel services included in the package. We provide full financial protection for our package holidays.
- b. For flight-based holidays this is through our Air Travel Organiser’s Licence number 2165 issued by the CAA of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren’t able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder 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).
- c. 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.
- d. The price of any flight-inclusive holiday includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices

- e. When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk).

### **3. Your booking**

- a. A booking will exist as soon as we issue our confirmation invoice (the “Booking Confirmation”). This booking is made on the terms of these booking conditions. The person making the booking (the “lead name”) must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your tour arrangements
- b. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.
- c. Please note that any monies paid by customers or members of your group and paid to party leaders/group organisers are held by party leaders solely as agents of the customer until such time as the Company has received that money.
- d. Rooming allocations and activity timetables are sent direct from the centre and confirmed approx. 2-3 weeks prior to departure. Your completed rooming plan must be returned to the centre prior to arrival.
- e. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.). In these instances we may issue a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Booking Confirmation is not correct tell us or your travel agent immediately.
- f. For those tours where an additional local payment is required this will be confirmed to you. A local payment is a portion of the tour cost which must be paid directly to the local representative as instructed. If the price of your tour includes a local payment this must be paid in the currency specified. Please note that your tour price will not be considered to have been paid in full until the local payment has been made. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your tour price.
- g. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or members of your booking. Please contact your Tour Administrator, whose contact details will be provided on your confirmation documents, to discuss any such requirements.
- h. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen tour including the cost of any supplements, upgrades or additional facilities which you have requested.

- i. Our prices are valid and applicable for pupils up to 18 years of age in full time education. The adult supplement is applicable for clients who are 18 years and over at the time of travel. Additional adults in excess of the numbers offered as 'free places' can normally be accepted at a supplement quoted by our office. Especially during high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are strictly subject to written confirmation by the Company.
- j. When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recalculated based on the new party size. If one person participating in a twin or triple share arrangement should cancel and no alternative share can be found, whether arranged by us or by yourselves, the remaining participants would then be required to pay the relevant single supplement. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

#### **4. Paying for Your Tour and Insurance**

- a. When you make your booking you must submit a signed booking form and pay an initial deposit as notified to you at the point of booking. This will, unless otherwise informed, amount to £40 per person for bookings travelling 3 nights or more or £25 per person for all other bookings. No later than four (4) weeks after you have paid the initial deposit the Company must receive a second deposit of £60 per person for bookings travelling 3 nights or more or £35 per person for all other bookings. Approximately 16 weeks prior to departure we will send a Final Details Form which you must complete and send to us so that we receive it no later than 8 weeks before departure. A final invoice will be sent approximately 18 weeks before departure (or instead a Confirmation Invoice for new bookings received less than 17 weeks before departure). The balance of the price of your travel arrangements must be paid at least 14 weeks before your departure date. Should your final invoice be inaccurate due to amendments, this does not permit late payment of the final balance which remains due 14 weeks prior to departure. If the deposit and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.
- b. All payments and final details forms must be received by the Company by the due dates as stated above. The Company reserves the right to make an administrative charge of up to £15 per person should final details forms not be received within these deadlines.
- c. For offline payments please note that you must make each payment required by your schedule in the form of only one card payment or electronic transfer. We cannot accept individual payments from members of your group, due to the high cost of processing and banking them. If you insist on making payment using multiple methods, we reserve the right to charge you £10 for each such payment.
- d. We do not accept payment by American Express.
- e. All groups will have our insurance unless you choose to cancel the policy. In this event the school should ensure they have adequate insurance which includes winter sports activities for the duration of their tour. Groups with our Insurance will be provided with our policy arranged by Endsleigh Insurance Services Limited with Insurers Zurich Insurance plc, who are both authorised and regulated by the Financial Conduct Authority (FCA). We are an Appointed Representative of Endsleigh enabling us to arrange travel insurance tailored for our trips. A full copy of the policy wording, together with the statement of insurance, providing the terms, conditions and exclusions of the insurance, and for you as the party leader, an Organiser Summary Letter (giving you important information) can be requested from JCA or viewed on our website at <https://www.jca-adventure.co.uk/party-leaders/travel-insurance>. It is essential that the policy is read by all members of the party. As party leader, please ensure that all members of your group are aware of the extent of the cover at the time of their booking and if it does not meet their needs alternative cover should be purchased immediately. Cover will be provided once we have received full first deposits for every member of the group. You may cancel this insurance during the '14 day cooling off period', starting from the day you receive the policy, in writing to JCA, but a

charge will be made for any period for which cover applied. **CONDITIONS AND EXCLUSIONS** - The insurance cover is subject to the normal conditions and exclusions of this type of policy. The first claim under most sections are subject to excesses, details of which are on the policy.

- f. Adequate and valid travel insurance for your chosen itinerary is mandatory for all clients while on one of our tours and it is a condition of accepting your booking that you agree that you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you.
- g. Please note, however, that the policies we offer (as mentioned above) may not cover you for any activities you purchase that are not pre-booked nor featured in official Company literature. If you choose not to take out the insurance offered on the booking system you are responsible for ensuring that you are in possession of travel insurance for the entire duration of your tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, with cover/benefits equal to/greater than the insurance we offer. If you make your own insurance arrangements, you must ensure that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your trip. Furthermore, if you make your own insurance arrangements, you must advise us of the details of your own insurance including the name of the insurer and the policy number as soon as possible. Our representative abroad has the right to see the policy so that appropriate advice and assistance can be given. Clients in breach of this condition will be deemed to have indemnified the Company for any loss incurred by the Company as a result of such breach and such costs will be redeemable from them.

## 5. If You Cancel Your Booking

You, or any member of your party, may cancel your travel arrangements at any time. Written notification from the lead name or your travel agent must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure in which you notify us	Cancellation charge per person
After payment of 1st deposit but before due date of the Interim deposit	First Deposit only
After the due date of the Interim deposit until 99 days before departure	First & Interim deposit
98 to 29 days	60% of the total invoiced cost for the individual
28 to 15 days	80% of the total invoiced cost for the individual
14 to 0 days	100% of the total invoiced cost for the individual

Notes (i) Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid; (ii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges; (iii) certain travel arrangements may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe and act in accordance with advice provided by the UK Foreign & Commonwealth Office.

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” include but are not limited to: war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), the inability of airline(s) to operate flights as a result of the United Kingdom’s decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace), epidemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), Foreign Office advising against travel to a particular destination and significant building work taking place outside of your accommodation (such as resort development).

## **6. If You Change Your Booking**

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the lead name or your travel agent. You will be asked to pay an administration charge of £20, and any further cost we incur in making this alteration (including those charged by third party suppliers who provide the component parts of your booking). 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. Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain airlines and other transport providers treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you.

## **7. If we cancel your booking**

We reserve the right to cancel your booking. We will not cancel less than 12 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 5), or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn’t been reached. The minimum number required will be provided to you with the tour description. The time limit for cancellation for such failure to reach minimum numbers shall not be later than:

- (a) 20 days before the start of the package in the case of trips lasting more than 6 days.
- (b) 7 days before the start of the package in the case of trips lasting between 2 and 6 days
- (c) 48 hours before the start of the package in the case of trips lasting less than 2 days.

If your tour is cancelled you can either have a refund of all monies paid or accept an alternative tour of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 5).

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us (per paying passenger)</b>
More than 56 days	£0
More than 43 days	£8
More than 29 days	£12
Less than 29 days	£15

This table does not preclude you claiming more if you are legally entitled to do so.

We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

## **8. If we change your booking**

### **(a) Changes to the price**

We can change your tour price after you've booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

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. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums paid to us 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 cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

### **(b) Changes other than the price**

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, change to your UK departure point where any additional travelling time is less than 4 hours, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative tour, where we offer one (we will refund any price difference if the alternative is of a lower value). 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 timescale given your booking may be cancelled.
- II. If you choose to accept a refund:
  - a. we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
  - b. we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us (per paying passenger)</b>
More than 56 days	£0
More than 29 days	£5
More than 15 days	£7
Less than 14 days	£10

## **9. Our Liability to You**

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with these booking conditions, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or another member of your party; (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances (as defined in clause 5).

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

- a) You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this 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 these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your trip to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when

you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from our offices at Travel Class Ltd, Olivier House, 18 Marine Parade, Brighton, East Sussex BN2 1TL. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your tour cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm). In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of confirmation. Where we are only able to inform you of the likely carrier(s) at the time of confirmation, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your trip.

Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your tour may involve. Sometimes these standards will be lower than those which would be expected in the UK. The suppliers of the services and facilities included in your tour should comply with local standards where they are provided.

If you are joining the trip locally (i.e. not starting with the group from the UK) our responsibility does not commence until the appointed time, we shall not be responsible for any additional expenses incurred by you to meet up with the group. If the group arrival is delayed to the local joining point we will provide you with the same room and board basis as will be provided to the group. If the delay is for more than 24 hours we will provide you with the same services and itinerary that were detailed on your confirmation to enable you to continue with your trip, although you may, at your discretion, remain at the local joining point for the arrival of the group.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on tour for which liability rests with the excursion provider and not us.

## **10. ABTA**



We are a Member of ABTA, membership number V7530. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com) or contacting ABTA at 30 Park Street London SE1 9EQ. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

### **11. Complaints and Assistance**

If you have a complaint about any of the services included in your tour and/or need assistance whilst away, you must inform our local representative or contact the 24 hours Customer Operations Tel: +44 (0) 7432 659094 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 our Customer Services Department at JCA, Olivier House, 18 Marine Parade, Brighton, BN2 1TL giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 10 above on ABTA.

### **12. Additional assistance**

If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

### **13. Conduct**

We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person.

If the Captain of your flight or cruise ship or any of our resort staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a ship or aircraft, or remove you from your accommodation or excursion.

If you are disruptive and prevented from boarding your outbound flight in the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 5). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behaviour during any stage of your tour including on an aircraft, transfer, in any accommodation, cruise or excursion, we reserve the right to make a claim against you for any damages, costs

and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

By making the booking, the lead name accepts responsibility for the good conduct of all members of the group during the trip and warrants that at least one responsible adult will be on active duty at all times to ensure that all members of the group behave well. Furthermore, it is the lead name's responsibility specifically to ensure that:

- no member of the group under 18 years of age consumes alcoholic drinks (or older subject to local laws)
- all local laws relating to the consumption of alcohol are at all times obeyed by all members of the group;
- no member of the group consumes alcohol to excess;
- no member of the group smokes in a hotel bedroom (or at all in apartments) or in any other way causes a fire hazard;
- all members of the group act in a responsible fashion during the tour and do not behave in a way likely to cause damage to property, or damage or offence to other people.

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier- even if our supplier or we are holding a cautionary damage deposit on your behalf. All payments made to the accommodation will only be acknowledged by a receipt. Where residences deem it necessary to contract additional night managers or security staff to manage you or your groups behaviour you are liable for the extra cost which will be deducted from your damage deposit and any extra over and above this is due and payable immediately to us by you. Damage deposits paid direct to us will be refunded within 6 weeks of the end of the tour subject to any reductions to represented damages paid as a result of the actions of your group. You accept that each person's damage deposit shall be pro-rata reduced by the amount of damages that we have to pay out from your deposit as a result of the actions or behaviour of your group. If you fail to pay or refuse to pay our supplier, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions. Certain accommodation agencies may also insist that, as well as the damage deposit paid in advance, a cash deposit is left with reception on collection of room keys at the beginning of your stay. It is your responsibility to pay such sum and we have no liability in respect of the same. Please be aware that on arrival, it is the responsibility of you, and your group members, to report any pre-existing damage to your accommodation to reception or the relevant agency. Reporting any such damage to a representative of the Company will not obviate your responsibility and any charges related to such pre-existing damage will remain chargeable from the damage deposit if such is not dealt with by you on arrival.

We will not take any responsibility for any individuals or groups belongings whilst on coaches or in resorts. It is the responsibility of the individual to ensure their luggage is loaded onto the coaches and that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your group behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or vehicles, we are entitled, without prior notice, to terminate the arrangements of the person(s) concerned or terminate the arrangements of the group as a whole. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward 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.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

#### **14. Data Protection**

We will use and process your data in accordance with our privacy policy which be found here <https://www.jca-adventure.co.uk/privacy-policy>.

#### **15. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on your trip are not part of your package holiday provided by 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.

#### **16. Travel Agents**

All monies you pay to the travel agent for flight inclusive product are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent’s obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

#### **17. Law and jurisdiction**

This booking is 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 live there and wish to do so.