

KEY POINTS

You enter into a booking with us when we issue you with our Booking Confirmation. If you 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.

Adequate and valid travel insurance is compulsory 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.

1 Our details

- 1.1 Your booking is with Travel Class Limited t/a JCA, a member of the Travelopia group of companies with registered number 02969802 and registered address at Platinum House, St Mark's Hill, Surbiton, KT6 4BH ("**we**", "**us**", "**Company**" or "**our**"). References in these booking conditions to "**you**" and "**your**" include you as the lead name and any person(s) travelling with you as part of your booking.
- 1.2 Your booking in respect of all, or any, of the Services (as defined in clause 2.2) is not a "package" and is not a combination of travel services. However, we do opt to provide financial protection and your booking is therefore protected by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk.

2 Your Booking

- 2.1 Your booking is for residential accommodation alongside other services intrinsically part of the accommodation offering at Condover Hall, Condover, Shrewsbury, Shropshire SY5 7AU, Croft Farm Waterpark, Bredons Hardwick, Tewkesbury, Gloucestershire GL20 7EE and/or any other accommodation which we operate from time to time ("**Venues**"). By making a booking you agree to be bound by these booking conditions.
- 2.2 These booking conditions govern our relationship with you generally and specifically in respect of the services provided for your booking including, but not limited to, at the Venues ("**Services**"). As applicable to your booking, the provisions of clause 5 ("**JCA (School Residential)**"), clause 6 ("**JCA (Sporting Events)**"), clause 7 ("**JCA (Family Adventure)**"), clause 8 ("**JCA (Other bookings)**") shall apply to your booking and constitute the relevant Services.
- 2.3 A booking will exist as soon as we have received the payment for your booking, or we issue you with our booking confirmation ("**Booking Confirmation**"), whichever is earlier. The person making the booking ("**Lead Name**") must be 18 years old or over and when the lead name makes a booking they guarantee that they 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 booking.
- 2.4 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. When you receive the Booking Confirmation please check the details carefully and inform us if anything is incorrect straight away.

- 2.5 Any monies paid by your group and paid to party leaders/group organisers are held by party leaders solely as your agent until such time as the Company has received that money.
- 2.6 Rooming allocations, sporting fixtures (if applicable) and activity timetables are sent direct from the centre and as far as is reasonably possible confirmed approximately 2 weeks prior to departure. Your completed rooming plan must be returned to the centre prior to arrival.
- 2.7 We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, etc.). In these instances, we will still issue you with 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).
- 2.8 We will issue you with a "Party Leader Pack" which sets out all of the information we require from you as part of your booking. This shall be issued to you at the time your Booking Confirmation is issued or at a later date, depending on when your booking is. If it will be issued to you at a later date you will be notified of this at the time your booking is made. We require the Party Leader Pack to be returned to us at least 8 weeks before departure. We cannot guarantee that your booking will go ahead unless we have received this Party Leader Pack in accordance with this time frame.
- 2.9 We require rooming lists or other requested documentation, which shall be notified to you at the time your Booking Confirmation is issued, to be returned to us in order to proceed with your booking. This is required approximately 2 weeks prior to the start date of your booking (or such other time as we notify to you). We cannot guarantee that your booking will go ahead unless we have received any rooming lists and all other necessary documentation by the specified deadlines which are set out in these booking conditions or your Booking Confirmation.
- 2.10 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of anything that might affect your enjoyment of the trip. This should include, but not be limited to, any medical conditions (including allergies), dietary requirements, reduced mobility affecting you or members of your booking. We are unable to guarantee food provided will be allergen free due to the risk of cross contamination. Consideration should be given to this within your own trip risk assessment in conjunction with the guidance provided from your local authority and/or governing body.
- 2.11 All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after sending the Booking Confirmation). 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 including the cost of any requested supplements, upgrades or additional facilities.
- 2.12 When the price per person is dependent on the number of people at the Venues 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 yourselves, the remaining participants would then be required to pay the relevant single supplement. Any increase in price payable is not a cancellation charge.

3 Cancellations to your booking

If you cancel the booking.

- 3.1 For any cancellations by you of any Service governed by these booking conditions, please refer to the provisions of clause 5.8, clause 6.6, clause 7.6 and / or clause 8.8, as applicable and depending on your type of booking. In each case the deposit payment paid by you shall always be non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid. 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.
- 3.2 You are advised to take out and maintain appropriate insurance for the booking at the time you make the booking and if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim any charges.
- 3.3 Notwithstanding clause 3.1, you may cancel your booking without paying cancellation charges if the performance of your booking is significantly affected by (without limitation) war, threat of war, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, or severely adverse weather ("**Force Majeure Event**"). In those circumstances we will arrange for your booking to be terminated and for you to receive a full refund.

If we cancel the booking.

- 3.4 We reserve the right to cancel your booking. We will not cancel less than 12 weeks before your departure date, except for circumstances involving a Force Majeure Event, or if there is a failure by you to pay the final balance stated on the Booking Confirmation (including any amends made), or because the minimum number required for the relevant Service to go ahead hasn't been reached. In some cases we are unable to confirm whether the minimum numbers have been reached until nearer to the start date of your booking but we will endeavour to keep you updated from the moment that we issue you with your Booking Confirmation and will aim, but cannot guarantee, to let you know by no later than 4 weeks prior to the start date of your booking. In the event that we are unable to meet the minimum numbers required for your booking, you will be offered the chance to move your booking to an alternative date or receive a full refund of any sums you have paid.
- 3.5 If your trip is cancelled you can either have a refund of all monies paid or accept an alternative Service of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).
- 3.6 In the event a refund is paid to you, 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 (except where the cancellation is due to a Force Majeure Event) and in no circumstances will we be liable for any further sums, compensation or otherwise.
- 3.7 We strongly recommend that you make no travel arrangements that are non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your booking 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.

4 Changes to your booking

Changes made by you

- 4.1 If, after the Booking Confirmation 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. You may be asked to pay an administration charge in respect of any changes and will be notified of this prior to confirmation of any change. Any change requests are subject to availability and may incur additional costs in making any alteration (including those charged by third party suppliers who provide the component parts of your booking). If the proposed date you wish to change your booking to has a higher sale price than your current booking then you will be required to pay the difference. 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.
- 4.2 Although we will do our utmost to make any requested changes subject to the payment of the administration charge, some 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 your booking.
- 4.3 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 jointly and severally liable for paying all costs we incur in making the transfer.

Changes made by us

- 4.4 We can change your booking after the date of the Booking Confirmation, which shall include the price, provided that no change shall be made within 20 days of your booking start date, where there are changes in the fees imposed by third parties after you have booked.
- 4.5 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 (without limitation) alterations and changes of accommodation to another of the same or higher standard.
- 4.6 If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the services then 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 trip (including any other Service), 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.
- 4.7 If, in accordance with clause 4.6 you choose to accept a refund we will also 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 (except where the cancellation is due to a Force Majeure Event) and in no circumstances will we be liable for any further sums, compensation or otherwise.
- 4.8 In the event that any payments are not received by the due date specified in these booking conditions, or as otherwise stated on the Booking Confirmation, then interest shall accrue on any outstanding sums at a rate of 4% above the base rate of Barclays Bank Plc. We reserve

the right to refuse to allow participation by you (including all of your group), unless and until the Balance Payment (as defined below) is received in full and we reserve the right to cancel your booking and cancellation fees may apply.

5 JCA (School Residential)

- 5.1 The provisions of this section 5 (including any definitions) shall apply solely to any bookings which are made for JCA (School Residential) trips and are not intended to apply to any of the other Services.
- 5.2 Our prices are valid and applicable for pupils up to (and including) 18 years of age in full time education. The adult supplement is applicable for customers who are 18 years and over at the time of travel (including for 18 year olds who are not in full time education).
- 5.3 One free adult who is a confirmed member of staff of the school will be permitted to travel for every 10 pupils confirmed on the Booking Confirmation. Additional adults in excess of the number of free places will be charged at the full pupil price set out in accordance with clause 5.5 and any concessions on the pupil price are at the sales team's discretion.
- 5.4 During high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are subject to availability and written confirmation by the Company.
- 5.5 The total price payable for a JCA (School Residential) booking (the "**Price**") shall be confirmed on your initial quotation and then also reconfirmed on the Booking Confirmation and shall be paid in accordance with the payment schedule set out in clauses 5.6 to 5.8.
- 5.6 An initial deposit payment shall be required in order to confirm your booking (the "**First Deposit**"). The amount of the First Deposit shall be a fixed deposit amount which shall be dependent upon the number of paying persons travelling on the booking:
 - 5.6.1 10 to 25 paying persons – a First Deposit of £1,000 plus VAT is required to secure your booking;
 - 5.6.2 26 to 49 paying persons – a First Deposit of £1,500 plus VAT is required to secure your booking;
 - 5.6.3 50 to 100 paying persons – a First Deposit of £2,000 plus VAT is required to secure your booking;
 - 5.6.4 101 to 150 paying persons – a First Deposit of £2,500 plus VAT is required to secure your booking;
 - 5.6.5 151 to 200 paying persons – a First Deposit of £3,500 plus VAT is required to secure your booking; and
 - 5.6.6 201 and more paying persons – a First Deposit of £4,000 plus VAT is required to secure your booking.
- 5.7 A second deposit shall be payable for your booking (the "**Second Deposit**") which, irrespective of the number of passengers named on your booking, shall be payable no later than 180 days prior to the departure date on your booking, as confirmed on your Booking Confirmation. The amount of the Second Deposit shall be dependent upon the number of paying persons travelling on the booking:

- 5.7.1 10 to 25 paying persons – a Second Deposit of £1,000 plus VAT is required;
- 5.7.2 26 to 49 paying persons – a Second Deposit of £2,000 plus VAT is required;
- 5.7.3 50 to 100 paying persons – a Second Deposit of £3,000 plus VAT is required;
- 5.7.4 101 to 150 paying persons – a Second Deposit of £4,000 plus VAT is required;
- 5.7.5 151 to 200 paying persons – a Second Deposit of £5,000 plus VAT is required; and
- 5.7.6 201 and more paying persons – a Second Deposit of £7,000 plus VAT is required to secure your booking.
- 5.8 The balance payment of the Price for all JCA (School Residential) bookings are required to be made no later than 14 weeks prior to the departure date of your booking. If your booking is made within 14 weeks prior to the first night stay of your booking then the full payment is required at the time you place your booking in order to confirm your booking.
- 5.9 Should your Pro Forma/final invoice be inaccurate due to amendments, this does not permit late payment of the final balance which remains due no later than 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 then the cancellation terms in clause 5.11 shall apply.
- 5.10 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 or if payment is not received by the payment deadlines. This does not affect our right to cancel your booking in the event that any payments are not received on time.
- 5.11 You may cancel your booking at any time. Written notification from the Lead Name must be sent to our offices or sent by email to admin@jca-adventure.co.uk. Since we incur charges in cancelling your booking, you will have to pay cancellation charges as follows:

<u>Period before departure in which you notify us</u>	<u>Cancellation charge</u>
After the date of the First Deposit	If the entire booking is cancelled then the Company will retain the entire First Deposit as a cancellation fee. If you reduce the total number of paying persons on the booking of up to, but less than, 20% of the total number of paying persons on the booking then there shall be no cancellation charges levied. If you reduce the total number of paying persons on the booking of more than 20% of the total number of paying persons on the booking then the Company shall retain 20% of the First Deposit as a cancellation charge.
From 180 days up to and including 99 days prior to start date of booking	If the entire booking is cancelled then the Company will retain both the First Deposit and the Second Deposit as a cancellation fee. If you reduce the total number of paying

	persons on the booking of up to, but less than, 20% of the total number of paying persons on the booking then there shall be no cancellation charges levied. If you reduce the total number of paying persons on the booking of more than 20% of the total number of paying persons on the booking then the Company shall retain 20% of the total of the First Deposit and the Second Deposit as a cancellation charge.
98 days to 29 days (inclusive) prior to start date of booking	60% of the total amount (or per person) of the booking
28 days to 15 days (inclusive) prior to start date of booking	80% of the total amount (or per person) of the booking
14 days or less prior to start date of booking (or cancellation during the booking)	100% of the total amount (or per person) of the booking

- 5.12 The Booking Confirmation shall set out the details of what is included in the Price. Anything which is not specified within the Booking Confirmation shall not be included within the Price and shall be payable as an additional extra, as notified to you at the time of the booking. If you wish to add any additional services or other extras on to your booking then please notify us and we shall inform you of the cost and provide you with a separate invoice. If you are unsure if anything is included within the Price then please contact us.
- 5.13 The JCA (School Residential) bookings shall include water sport activities on any lakes (if available at the Venue) which shall be included within the Price for any booking which is for 4 nights or more. For any bookings which are three 3 nights or less, all water sport activities will be payable as an additional extra, as notified to you at the time of the booking. All water sport activities are only available during the months of March to October (inclusive).
- 5.14 You may also elect to partake in any activity days which we host. These are operated during the day between the hours of 9.00 am – 5.00 pm, although these times are estimates are only and subject to change. Each additional activity is charged on a separate basis which will be agreed at the time of booking, or separately if added on to your booking after the Booking Confirmation is issued.

6 JCA (Sporting Events)

- 6.1 The provisions of this clause 6 shall apply to all bookings in respect of sporting events hosted at any of the Venues including (without limitation) any football and netball sporting events.
- 6.2 All bookings which are for one 1 night or less shall be priced at our discretion and notified to you at the time of booking. In such circumstances, the total price shall be payable upon presentation of the Booking Confirmation.
- 6.3 The price of any other bookings for the provision of sporting events which are for 2 or more nights shall be notified to you at the time of the booking and shall be payable in accordance with the following:
- 6.3.1 £25.00 plus VAT per person in order to secure the booking and for us to issue the Booking Confirmation (“**Deposit Payment**”); and

6.3.2 any balance which is due and payable no later than 14 weeks before the start of the booking ("**Balance Payment**").

- 6.4 If your booking is made within 14 weeks prior to the first night stay of your booking then the full payment is required at the time you place your booking in order to confirm your booking. Should your Pro Forma/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.

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 deadline or if payment is not received by the payment deadlines. This does not affect our right to cancel your booking in the event that any payments are not received on time.

- 6.5 The price quoted for any booking made under this clause 6 shall include all activities, meals, accommodation and the tournament costs and any other inclusions as notified to you at the time of the booking. However, the price shall not include any sporting equipment.
- 6.6 You may cancel your travel arrangements at any time. Written notification from the Lead Name must be sent to our offices or sent by email to admin@jca-adventure.co.uk. Since we incur charges in cancelling your booking, you will have to pay cancellation charges as follows:

<u>Period before departure in which you notify us</u>	<u>Cancellation charge per person</u>
After the date of the Deposit Payment up to and including 99 days prior to the start date of the booking	The Deposit Payment
98 days to 29 days (inclusive) prior to start date of booking	60% of the total amount of the booking
28 days to 15 days (inclusive) prior to start date of booking	80% of the total amount of the booking
14 days or less prior to start date of booking (or cancellation during the booking)	100% of the total amount of the booking

7 JCA (Family Adventure)

- 7.1 The following payment terms shall apply to all bookings made for JCA Family Adventure bookings:

7.1.1 £30.00 (including VAT) per person (except for children who are 4 years of age or under at the date of arrival, who shall be free of charge) in order for us to confirm your booking and issue you with the Booking Confirmation ("**Deposit Payment**"); and

7.1.2 any balance which is due and payable no later than 14 weeks before the start of the booking ("**Balance Payment**").

If your booking is made within 14 weeks prior to the first night stay of your booking then the full payment is required at the time you place your booking in order to confirm your booking. Should your Pro Forma/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.

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 or if payment is not received by the payment deadlines. This does not affect our right to cancel your booking in the event that any payments are not received on time.

- 7.2 The price quoted for any booking made under this clause 7 shall include all activities, meals, and accommodation and any other inclusions as notified to you at the time of the booking and confirmed on the Booking Confirmation.
- 7.3 The accommodation provided at the Venues to families is a private room with bunk-beds. Accommodation can be upgraded to facilitate an en-suite or to include twin rooms as necessary, for a supplementary price to be notified to you at the time of booking.
- 7.4 Any children who are under the age of 4 shall not be permitted to partake in most of the activities which we offer at the Venues on health and safety grounds. There are separate activities which we offer for children under the age of 4 including, without limitation, buggy builds and scavenger hunts. The participation of any children in any activities shall always be subject to the discretion of the Company.
- 7.5 All prices quoted for JCA Family Adventure bookings do not include insurance cover which can be included at additional cost.
- 7.6 You may cancel your booking at any time. Written notification from the Lead Name must be sent to our offices or sent by email to admin@jca-adventure.co.uk. Since we incur charges in cancelling your booking, you will forfeit the Deposit Payment if your booking is cancelled after the Booking Confirmation but prior to the due date for the Balance Payment. We are also unable to offer any refund for any cancellations made after the date the Balance Payment is made.

8 JCA (Other bookings)

- 8.1 This clause 8 shall apply to all bookings which do not fall into any of the Services covered by clauses 5, 6 or 7.

Small group bookings

- 8.2 For all group bookings which are not school bookings or family adventure bookings, but are based on multiple people booking on a per person basis, the following payment terms shall apply:

8.2.1 for bookings which are 2 nights or shorter:

- (a) £25.00 plus VAT per person in order to secure the booking and for us to issue you with the Booking Confirmation ("**First Payment**");
- (b) £35.00 plus VAT per person due 4 weeks after the First Payment ("**Second Payment**"); and

- (c) any balance which is due and payable no later than 14 weeks before the start of the booking.

8.2.2 for bookings which are 3 nights or longer:

- (a) £40.00 plus VAT per person in order to secure the booking and for us to issue you with the Booking Confirmation ("**First Payment**");
- (b) £60.00 plus VAT per person due 4 weeks after the First Payment ("**Second Payment**"); and
- (c) any balance which is due and payable no later than 14 weeks before the start of the booking.

8.3 Irrespective of the duration of your small group booking, if your booking is made within 14 weeks prior to the first night stay of your booking then the full payment is required at the time you place your booking in order to confirm your booking. Should your Pro Forma/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(s).

8.4 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 or if payment is not received by the payment deadlines. This does not affect our right to cancel your booking in the event that any payments are not received on time.

8.5 You may cancel your booking at any time. Written notification from the Lead Name must be sent to our offices or sent by email to admin@jca-adventure.co.uk. Since we incur charges in cancelling your booking, you will have to pay cancellation charges as follows:

<u>Period before departure in which you notify us</u>	<u>Cancellation charge per person</u>
After the date of the First Payment	The First Payment
After the date of the Second Payment up to and including 99 days (inclusive) prior to the start date of the booking	The First Payment and the Second Payment
98 days to 29 days (inclusive) prior to the start date of the booking	60% of the total amount of the booking
28 days to 15 days (inclusive) prior to the start date of the booking	80% of the total amount of the booking
14 days or less prior to the start of the booking (or cancellation during the booking)	100% of the total amount of the booking

Sole occupancy bookings

- 8.6 All bookings which are made on a sole-occupancy basis shall be priced on an ad-hoc basis at our discretion and notified to you at the time of booking and confirmed in the Booking Confirmation. All prices which are quoted for bookings made on a sole-occupancy basis shall not include insurance cover offered by the Company.
- 8.7 The terms of payment shall be as follows:
- 8.7.1 10% of the total price payable upon receipt of the Booking Confirmation ("**Deposit Payment**");
- 8.7.2 20% of the total price payable for the booking 4 weeks following the date that the Deposit Payment becomes due (the "**Second Payment**"); and
- 8.7.3 any balance which is due and payable no later than 14 weeks before the departure date of the Service.
- 8.8 If your booking is made within 14 weeks prior to the first night stay of your booking then the full payment is required at the time you place your booking in order to confirm your booking.
- 8.9 Should your Pro Forma/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.
- 8.10 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 or if payment is not received by the payment deadlines. This does not affect our right to cancel your booking in the event that any payments are not received on time.
- 8.11 You may cancel your booking at any time. Written notification from the Lead Name must be sent to our offices or sent by email to admin@jca-adventure.co.uk. Since we incur charges in cancelling your booking, you will have to pay cancellation charges as follows:

<u>Period before departure in which you notify us</u>	<u>Cancellation charge per person</u>
After the date of the Deposit Payment	The Deposit Payment
After the date of the Second Payment up to and including 99 days (inclusive) prior to the start date of the booking	The Deposit Payment and the Second Payment
98 days to 29 days (inclusive) prior to the start date of the booking	60% of the total amount of the booking
28 days to 15 days (inclusive) prior to the start date of the booking	80% of the total amount of the booking
14 days or less prior to the start of the booking (or cancellation during the booking)	100% of the total amount of the booking

9 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 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 or contacting ABTA at 30 Park Street London SE1 9EQ.

10 Complaints and assistance

- 10.1 If you have a complaint about any of the Services and/or need assistance whilst at any of the Venues or their surrounding areas, you must inform our local representative or contact the 24 hours Customer Operations on the number specified on the Booking Confirmation or as otherwise notified to you before the start date of your booking without undue delay who will endeavour to put things right.
- 10.2 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, Kemptown, 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 at the venue we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights. Please also see clause 9 above on ABTA.

11 Liability

- 11.1 Any liability of us (except in respect of death or personal injury caused by our negligence or that of our employees agents which is not limited or excluded under these booking conditions) for any delay in performing or any failure to perform any of our obligations in relation to the Services or your booking shall be as set out in this clause 11.
- 11.2 In all cases (except in cases of personal injury, illness, or death caused by our negligence) our liability is limited to twice the price paid by the impacted customer (excluding insurance premiums and amendment charges) in respect of their booking affected in total.
- 11.3 Except in respect of death or personal injury caused by our negligence or that of our employees or agents, we shall not be liable to you or any party member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of these booking conditions or your Booking Confirmation for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by our negligence or that of our employees or agents or otherwise) which arise out of or in connection with your booking except as expressly provided in these booking conditions.
- 11.4 Subject as expressly provided in these booking conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by law.

12 Additional assistance

If you're in difficulty whilst away and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities; 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

- 13.1 We reserve the right to refuse to accept you as a customer, or anyone else in your group, or continue dealing with you if we, or another person in authority, believe any of the group members' behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other resident or our staff in any risk or danger, on the telephone, in writing or in person.
- 13.2 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:
- 13.2.1 no member of the group under 18 years of age consumes alcoholic drinks or smokes any cigarettes, vapes or is found to be under the influence, or otherwise in possession, of drugs;
- 13.2.2 all local laws relating to the consumption of alcohol are at all times obeyed by all members of the group;
- 13.2.3 no member of the group consumes alcohol to excess; and
- 13.2.4 all members of the group act in a responsible fashion and do not behave in a way likely to cause damage to property, or offence to other people.
- 13.3 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 at the Venues or other supplier. All payments made will only be acknowledged by a receipt. Where we 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 is due and payable immediately to us by you.
- 13.4 Any damage deposits paid direct to us will be refunded within 6 weeks of the end of the booking less 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. 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. 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.
- 13.5 We will not take any responsibility for any individual's or group's belongings whilst at the Venues. It is the responsibility of the individual to ensure that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.
- 13.6 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 Venue or other activity. 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.

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 Variation

We reserve the right to modify these terms (or any part of these terms) at any time in our sole discretion. If we modify these terms, the latest available version will be available on our website at <https://www.jca-adventure.co.uk/terms-and-conditions/> and shall automatically apply to you and your booking with immediate effect.

16 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 trip 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.

17 Law and jurisdiction

The booking and any claims or matters (including non-contractual claims and matters) arising in respect of this booking are governed by English Law. You agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any disputes which may arise in respect of the booking (including non-contractual disputes and claims).