

# BOOKING CONDITIONS

## YOUR CONTRACT WITH HELLENE TRAVEL

### YOUR CONTRACT WITH US

Your booking is with Studytrips Ltd (company registration number 2611466), trading as Studytrips, Key Stage History Tours, Helene Travel and UIC Explore ("we" or "us" or "our"). We are a member of ABTA with membership number V6504. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com)

The contract will exist when we have received your completed booking form and the required deposit amount and we have acknowledged receipt in the form of a confirmation letter, detailing services. In exceptional circumstances we may agree to confirm a booking before we receive your deposit payment. In this case we require written notification, giving details of when payment will be received by us and confirmation that your school/institution will be liable to pay us the required deposit (and any additional charges if applicable) if you cancel the booking after receipt of our Booking Confirmation letter.

When signing the Booking Form the Group Leader agrees that he/she is authorised to do so and that all the passengers (and the parents/guardians of those under 18 years) agree to be bound by the terms and conditions. The Group Leader is also responsible for ensuring that payment due to us is paid in full and promptly.

The booking is not accepted until the date shown on our letter confirming your booking, which will be sent to you on receipt of your booking form. It is only then that a contract exists between you and the company. The contract is governed by English Law and the jurisdiction of the English & Welsh Courts (or the Scottish or Northern Ireland Courts if you wish).

### PAYMENT TERMS

Non refundable deposits as shown in our quotation are required to confirm the booking (or full payment if you are booking on or after the date that the balance is due). If you confirmed that you wish to take out our insurance then you will be liable to pay the applicable premiums at this stage. In exceptional circumstances we may agree to confirm a booking before we receive the deposit payment from an institution/school. To do so we will require written notification, giving details of when the payment will be received by us and also confirming that the institution will be liable to pay the deposit (and additional charges) if the booking is cancelled.

### PAYMENT TABLE

The following payments are per paying passenger.

\*Some airlines will request full payment for flights at confirmation stage. We may therefore ask for

TOUR TYPE	DEPOSIT	FINAL BALANCE DUE
COACH TOUR (Day trips only)	£10 per person	69 days prior to travel
COACH TOUR	£30 per person	69 days prior to travel
RAIL TOURS	£60 per person (unless specified in our quotation)	69 days prior to travel
EUROSTAR TOURS	£60 per person (unless specified in our quotation)	69 days prior to travel
AIR TOURS	£80 per person	69 days prior to travel
*AIR TOURS (low-cost)	See below	69 days prior to travel

a larger deposit to cover the cost of the fare or request further payment to guarantee your flights. We can only book your flights on receipt of the required deposit amount and passenger flight list. Flight prices may change within this period. In this case we will reconfirm your tour price. Should your flights not be on sale when you request a quotation or make a booking we will give you an estimate price. When the flights become available we will reconfirm your tour price.

The final balance payment is required 10 weeks before departure (or if booked after this time, immediately upon receipt of acceptance). If we do not receive all payments due (including any surcharge or administration fee as applicable) we reserve the right to treat the booking as cancelled by you. If this is the case we will be entitled to keep all deposits received or due at that date.

### TOUR COSTS AND SURCHARGES

Whilst every effort is made to ensure the accuracy of prices and information shown in our marketing material, on our website and in quotations, regrettably errors and changes do sometimes occur. We reserve the right to make changes and correct errors at any time before your tour is confirmed. We will advise you of any changes.

Once we have sent the Confirmation of Booking we will only change your price in the following circumstances:

- Changes in transportation costs (including the cost of fuel, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports).
- Adverse fluctuation in exchange rates
- Any Government imposed increases (such as increases in VAT)

There will be no change within 30 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, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% 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 (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

### ALTERATIONS TO CONFIRMED BOOKINGS

If you decide to change any part of your tour arrangements prior to the issue of our final invoice we will assist, where possible. An administration charge of £5 per paying person will be levied plus any additional tour costs incurred. Once the final invoice has been issued changes or alterations are rarely possible and these may be treated as a cancellation of the original booking, in which case cancellation charges will apply.

### TRANSFERRING OF BOOKINGS

If a party member is unable to travel, in certain circumstances which we consider reasonable, we may allow him/her to transfer the booking to another person. All arrangements must remain exactly the same and will only be allowed if all suppliers accept the transfer. An administration charge of £20 per person may be levied plus any charges made by the suppliers concerned.

### MODIFICATIONS TO BROCHURE TOURS

Modifications to tours shown in the brochure can be made, subject to confirmation from us, and any increase in price will be notified to you. Additional services will be quoted for separately, on request.

### CANCELLATION BY YOU

A cancellation is the withdrawal of one or more passengers from the tour without replacement. Any cancellation by you of a definite reservation must be confirmed in writing and will take effect from the day this is received by us. You'll understand that we incur costs when we confirm your booking and therefore we will require you to pay cancellation charges (please refer to the table below for scale of charges).

If any cancellation reduces the number of paying passengers below the minimum number required for a particular price and/or concessions for accompanying leaders/adults the tour price and the free leader place ratio will be adjusted accordingly and you will be re-invoiced with the revised price.

If you have not informed us of the total number of paying students in the "Your Group" section of the Booking Form we reserve the right to charge cancellation charges for the number of paying persons in our Booking Confirmation letter.

Depending on the reason for the cancellation, you may be able to reclaim charges (excluding excess charges) under the terms of your insurance policy. Please contact your insurer directly to discuss your claim.

### CANCELLATION CHARGES

The cancellation charges below are payable per person and exclude insurance premiums and amendment charges.

Date that we receive written notification of the cancellation	Cancellation charge per person cancelling
Up to 30 days before departure	100% of the invoiced amount
Between 31 days and 69 days before departure	75% of the invoiced amount
More than 69 days before departure	Loss of deposits

### Cancellation of a Day Trip:

You will be charged the full invoice amount if you cancel up to 30 days before departure. 50% of the invoice amount for cancellations between 31 and 69 days before travel and loss of deposits more than 69 days before deposit.

### YOUR FINANCIAL PROTECTION

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the tours booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held with the Civil Aviation Authority under ATOL no. 5620 for all air tours. For all other tours, you are protected by ABTA, membership number V6504. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct, which has been approved by the Office of Fair Trading.

### ATOL PROTECTION

All the flights and flight-inclusive holidays in the brochure and on our website are financially protected by the ATOL scheme under our ATOL number 5620. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)

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, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are 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).

If we, or the suppliers identified on your ATOL certificate, 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.

*Booking conditions continued overleaf*

Booking conditions continued...

### AIR TOURS

In accordance with EU regulations we are required to inform you of the carrier(s) or the likely carrier(s) that will operate your flight(s) at the time of booking. If there is any change to the carrier we will notify you as soon as possible.

The latest flight timings will be shown on your flight tickets. It is possible that the flight times may change after the tickets have been despatched. We will notify you of any changes. Any change of carrier and/or flight timings will not entitle you to cancel or change other arrangements without paying charges as per our terms, except where specified.

Under EU law (EC Regulation 261/2004) you may be entitled to claim compensation if your flight is cancelled, delayed or if you are denied boarding. Full details are available from the airlines. You must deal directly with the airline and any reimbursement will be the responsibility of the airline. The amount of compensation you receive from the airline represents the full amount of your entitlement arising from the cancellation or delay. This also includes any disappointment, distress or inconvenience caused. If you cancel a flight because of a delay you are not entitled to cancel other arrangements made by us. We have no liability to make payment to you for any flight cancellation, flight delay or denied boarding. Your right to a refund is set out in our terms. If your airline does not comply with these rules you can complain to the Air Transport Users' Council – [www.auc.org.uk](http://www.auc.org.uk). The "Community list" of airlines that are subject to an operating ban can be found at [www.ec.europa.eu/transport/air](http://www.ec.europa.eu/transport/air)

Please ensure that the passenger names that you submit to us correspond exactly to the passengers' details in their passports. Any error or name change will incur an administration fee.

### ROOMS

Single or twin rooms are allocated to the group leader but in all cases are subject to the availability at the hotel contracted. We reserve the right to ask group leaders to share rooms if single rooms are not available. Your inclusive tour quotation will contain detailed information on your chosen accommodation. In certain cases, students may have to share double beds or bunk beds. Whilst we will try and inform you of the room breakdown in advance, we cannot be held liable for last minute changes by our suppliers.

### ACCOMMODATION

Accommodation in all hotels or hostels, whatever the rating, is in standard rooms unless otherwise stated and meals (if included) are based on set menus offered by the hotel/restaurant. Tours which are based on half board include dinner on the day of arrival and finish with breakfast on the day of departure. Generally, hotel rooms will be available from 15.00 hours and are to be vacated between 10.00 and 11.00 irrespective of your arrival or departure time, unless otherwise stated. It is usually possible to store luggage in the hotel on the day of departure although the hotel may make a charge for this. We will send a brochure of the accommodation booked (where available) to our clients when we confirm arrangements but we accept no responsibility for the accuracy of the information contained in such a brochure.

### SPECIAL REQUESTS

Where there is a special dietary requirement or other important requests, we must be advised in writing as soon as possible. Whilst every effort will be made to meet these requests, they cannot be guaranteed. It should also be noted that in many European Countries provision remains very poor for vegetarians and vegans.

### DISABLED CLIENTS

We are happy to give advice to disabled clients and to assist them in choosing a tour that will meet their requirements. However, due to the location of some of our traditional hotels, many lack even the simplest facilities such as ramps for wheelchairs, lifts, etc. Therefore in order to assist we must, at the time of booking, be provided with full details in writing regarding any disability and any special requirements as a result of this.

### EXCURSIONS & VISITS

It is not always the case that excursion or meal packages offered by us are more economical than buying the same arrangements directly. In certain circumstances the packages are offered for the convenience of being both booked and paid for in advance. All excursions and services organised by us on your behalf will be clearly indicated in your final itinerary (enclosed in your travel pack). We will usually indicate what has been prepaid and what's payable locally. We reserve the right to charge an admin fee to cover the costs incurred (e.g bank charges, time researching a non-standard visit etc). We will notify you of the admin fee before confirming the visit. We agree to organise technical visits and museum/attraction entrances as a goodwill gesture for our clients. We cannot guarantee the arrangements for particular services on particular dates. We do not have contracts with these providers and therefore, if they could choose to withdraw a service it is outside of our control. If this happens then we reserve the right to either offer a suitable alternative. A change will not be classed as a significant change or cancellation as per our terms and conditions. We endeavour to evaluate the level of risks for each visit and if appropriate will inform our client. However, it is not practical to inspect all visits and excursions. If a client needs further guidance we recommend that they seek advice from their employer, LEA or DCSF.

### PASSPORT/ VISA /VACCINATIONS

All clients are themselves responsible for ensuring that they have a valid passport, appropriate visas and confirm to the Health Regulations regarding vaccinations. Please note that some countries require passports to be valid for up to 6 months after the date of return to the U.K.

### RAIL TRAVEL

Upon request we are able to secure group reservations for student groups. Student fares are applicable up to and including 18 years of age, travelling as a group. Fares are not applicable on sleeper or boat trains. We will make seat reservations for groups, free of charge, subject to availability. On some services and at certain times of the day, group reservations are not possible. We operate group tours only and rail operators usually issue 1 return ticket per group booking.

### TOUR CHANGES & CANCELLATION BY US

We hope and expect to be able to provide you with all the services confirmed to you at the time of booking. However, we use the services of independent suppliers such as airlines, hotels, etc., over which we have no direct control. It is therefore the case that on occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. A major change is one where there has been a significant change of resort, a change of accommodation to that of a lower category and/or price. In the case of your being advised of a major change before departure we will offer you the choice of a) continuing with the original tour and accepting the change, b) accepting a tour of comparable standard or c) a refund of all monies paid. Provided full payment has been received, compensation will be paid as follows:-

### Compensation for pre-departure significant changes and cancellations:

More than 42 days £Nil

29-41 days £3

15-28 days £5

0-14 days £7

*IMPORTANT NOTE: We will not pay any compensation for changes which arise as a result of situations outside our control. For example, technical or maintenance problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather or terrorist activity. We do not control the day to day management of your accommodation and it is possible that we may be advised that there served accommodation is not available when you arrive at your destination. If this happens, we will endeavour to provide accommodation of at least the same standard in the same locale. If accommodation of a lower standard only is available we will refund the difference in the brochure price between the accommodation booked and that available and will pay £7 per person for any inconvenience caused.*

In the unlikely event that we have to cancel your tour we will notify you as soon as possible. If there is time to do so before departure we will offer you the options defined in parts a), b) and c) in the above paragraph. If we have to cancel your tour after you have paid your monies in full we will, where compensation is due, pay you the amounts set out in the above table.

### MINIMUM TOUR NUMBERS

Tours quoted on the basis of minimum tour numbers are subject to possible price increases, loss of free places or complete cancellation should numbers fall below the numbers on which the quote was based. In the case of coach tours, a drop in the number of paying persons invariably results in a higher unit cost per person.

### BROCHURE ACCURACY

All information given in this brochure is, to our knowledge, correct at the time of going to press, but services/facilities may change. Whenever possible we will advise you of such changes prior to departure.

### BAGGAGE AND PERSONAL BELONGINGS

Temporary or permanent loss of baggage is the responsibility of the passenger or carrier unless the loss occurs through the negligence of Studytrips Ltd. Money and valuable articles should at no time be left while on the coach or in your hotel room. Please lodge all such items with the hotel management.

### STUDENT CONDUCT

We rely on the Group Leader to ensure that discipline is maintained on the tour and that group members are aware of the possible consequences of anti-social behaviour. In the event of unreasonable conduct likely to cause distress, damage, danger or annoyance to other persons (outside the group) or property, our suppliers (transport and accommodation) reserve the right to cancel arrangements forthwith or to eject the person/s responsible. Group members who cause wilful damage to property while on tour will be asked to settle the cost immediately. Please note that while most of our hotels have public bars, alcohol is NOT permitted in the bedrooms. Some hotels require a damage / good behaviour bond to be lodged at reception on arrival and returned on departure if there has been no damage or behaviour deemed unreasonable by the hotel manager. Bond amounts may vary and are at the discretion of the accommodation provider.

### TRAVEL DELAY

In the event of a delay during your tour, which results in extra overnight accommodation being required, we will try to help arrange such accommodation but cannot take responsibility for any extra charges incurred.

### COMPLAINTS

If you have cause for complaint whilst on tour, you must bring it to the attention of the company and/or the supplier of the service whilst on tour who will do their best to rectify the situation. A written report, detailing your points of concern must also be given to the supplier as soon as possible. If the supplier is unable to resolve the problem to your satisfaction then you must contact us as soon as possible on your return (or via our emergency telephone number). You will appreciate that we cannot help until we are made aware of the problem. Most problems can be resolved during your tour. However, if you are not entirely satisfied then you should write to us within 28 days of the completion of the tour. We undertake to deal with all correspondence as per ABTA's Code of Conduct. We will acknowledge receipt of your letter within 14 days and we will send a full reply no later than 28 days from the date of the receipt. If you fail to follow the complaints procedure, this may affect your right to claim any compensation.

If any complaint cannot be settled amicably you may refer any dispute to an arbitrator under a special ABTA Arbitration scheme. The scheme (details can be found at [www.abta.com](http://www.abta.com)) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability of the client in respect of costs. The scheme does not apply for claims for an amount greater than £5000 per person or £25,000 per booking form or to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the scheme provide that the application for arbitration must be made within nine months of the date of return from the tour, but in special circumstances, it may still be offered outside this period. Full details of this scheme will be provided on request from ABTA, 55-57 Newman St, London W1P 4AH.

### EXCHANGE RATES

All prices quoted in this brochure relating to foreign currencies are calculated on the rates of exchange as published by Royal Bank of Scotland on 15/10/15: Europe (euro) 1.29, USA (dollar) 1.47, China (yuan) 8.80, Russia (ruble) 84.47.

### LIABILITY

Studytrips Ltd is a member of ABTA and is bonded with major banks/insurance companies to protect customer holiday payment and repatriation. We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers, who may operate elements of your tour arrangements, including any claim involving death, personal injury or illness.

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