

THE SPECIALIST TRAVEL CONSULTANCY: BOOKING TERMS AND CONDITIONS

The following booking conditions form the basis of your contract with **The Specialist Travel Consultancy Ltd (trading as STC Expeditions, STC Educational and The School Travel Consultancy)**, a company registered in England and Wales (Company number 5700491) whose registered office is at **Unit 6b, King Street Business Centre, Exeter EX1 1BH** ('The STC' 'we' 'our'). Please read them carefully as they set out our respective rights and obligations. These booking conditions only apply to arrangements which you book with The STC in the UK and which we agree to make, provide or perform (as applicable) as part of its contract with you.

1. INTERPRETATION

1.1 In these booking conditions the following terms and expressions are used:

"Booking Receipt" means the paper or electronic document showing receipt of deposit

"Code of Conduct" means the set of rules and guidelines that the Participant shall abide by whilst on the Trip **"Contract"** means the agreement made between the Participant and The STC in connection with a Trip incorporating these terms and conditions **"Departure Date"** means the pre-booked date of departure from the United Kingdom of the Trip

"Deposit" means the non-refundable booking fee payable upon booking the Trip

"Interim Payment" means any payments made towards the cost of the Trip between the Deposit Payment and the Balance payment

"Balance Payment" means the payment of all outstanding monies related to the cost of the Trip.

"Training Day" means a training course or session provided by The STC at a school or other venue for Participants

"Due Date" means the due date for payments of the Trip price as set out in the final payment plan

"Trip" **"Programme"** or **"Trip Programme"** means the planned tour or expedition as described in the Pre-Booking Information and any included training and services which may be associated with that Trip and supplied prior to departure from the UK.

"Trip Leader" means the person employed or contracted by The STC who has the responsibility for making final decisions within the Leader Team

"Force Majeure" means any event which We or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events. **"Group"** means all Participants, Teams and Leader Teams from one School

"Leader Team" means the Trip Leader; the Head Link Teacher, any nominated Link Teacher and any Trip Assistants

"Head Link Teacher" means the nominated person employed by the School assigned to direct the Link Teachers who will be a member(s) of the Leader Team during the Trip

"Link Teacher" means the nominated person employed by the School and assigned to a particular team, who will be a member of the Leader Team during the Trip

"Minor Change" means any change to the Trip that is not a Significant Change including changes to itinerary elements or confirmed flight time changes of 24 hours or less

"Participant" means all persons named on the Booking Receipt (including anyone who is added or substituted later) or any of them as the context requires and, where they are aged under 18 years, their parent or guardian.

"Pre-booking Information Pack" means the detailed information provided to the School and Participants in advance of booking which contains details of the Trip Programme, inclusions, exclusions and other relevant information

"Final Payment Plan" means the payment schedule referred to in the Pre-booking Information Pack which sets out the final and / or interim payments of the Trip Price

"School" means the school, college, local authority, or organisation responsible for initiating the Trip

"Significant Change" means a major amendment to an essential term of this Contract.

"Trip Assistants" means additional supporting staff employed, directly or otherwise, by the STC

"Application Process" means the application that is required by The STC to enrol a Participant on a Trip Programme that includes contact and personal details and constitutes a signed declaration of acceptance of these terms and conditions

"Team" means the Participants and members of the Leader Team participating in a particular Trip

"Travel Insurance Company" means such insurance company that provides Trip travel insurance either direct to the Participant, School or to The STC from time to time

1.2 Where the expression "Participant" includes two or more persons, the obligations expressed or implied relate directly to each Participant.

1.3 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any other instrument plan, regulation, permission or direction made or issued there-under or delivering validity there-from.

1.4 Wording importing the singular meaning shall include the plural meaning and vice versa. All wording within the booking conditions is generalised to the Participant, referring to the masculine, feminine and neuter genders.

1.5 The clause and paragraph headings are for convenience only and shall not affect the construction of this document.

1.6 The expressions used in the Application Process and other documents issued by The STC to the Participant and the School shall have the same meanings as used in these terms and conditions.

2. MAKING A BOOKING

2.1 To make a booking each Participant must complete the application process. By completing the application process (whether paper or on-line), the Participant confirms that they have had the opportunity to read and have read these booking conditions and agree to them.

2.2 The Participant understands there are the risks inherent with adventure travel and, whilst those risks will be considered through risk assessment and relevant procedures, the inherent risks associated with an activity or activities can never be eliminated and that the enjoyment and excitement of adventure travel is derived, in part, from the inherent dangers and risks associated with the Trip. Risk assessments for this trip are available to be viewed if required. By entering into the Contract the Participant undertakes the Trip voluntarily and at their own risk and confirms that they have researched the Trip destination using, amongst others, such resources as www.nathnac.org, www.fifortravel.nhs.uk and www.fco.gov.uk.

2.3 By entering into the Contract, the Participant accepts The STC's and the Leader Team's authority to make decisions affecting the Team or the Participant. The Participant acknowledges that, whilst on the Trip, the Leader Team will act in loco parentis.

2.4 The Participant declares they are in good psychological and physiological health and unaware of any reason why they may be unsuited to taking part in the planned Trip. The participant agrees to disclose any current or past illness or injury that may affect the Participant's ability to safely complete the Trip. Failure to declare any medical condition may invalidate a claim under an insurance policy and that such failure to declare information requested in the Application Process might jeopardize the participant's ability to participate in the planned Trip. Failure to disclose any required information, or keep The STC informed of any changes to information previously given, may result in The STC terminating the Contract and withdrawing the Participant from the Trip.

2.5 Any changes to the information provided by the Participant (whether as part of the Application Process or otherwise) must be notified to The STC as soon as reasonably practicable.

2.6 The STC must receive a completed "Parental Consent Form" (either on-line or on paper) confirming that the Participant will adhere to all The STC policies and procedures during the Trip and that the Participant's place on the Trip cannot be confirmed until this Consent has been received.

3. PASSPORTS, VISAS, AND EQUIPMENT

3.1 Participants must hold a passport valid for the destination of the Trip. Please note that for many of the destinations we operate in, passports must be valid for a minimum of 6 months after the Trip return date. A British Passport presently takes 2 to 6 weeks to obtain. If you are not a British citizen or hold a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which your Trip will travel.

3.2 Participants are responsible for acquiring the necessary visas for all countries visited during the Trip (including any transit visas). The STC can accept no liability for the failure of any Participant to obtain the necessary visas and if a Participant cannot obtain any necessary visa (or any visa proves to be invalid) the Participant will be withdrawn from the Trip.

3.3 It is the Participants responsibility to make themselves aware of all recommended vaccinations and health precautions in good time before departure. Details are available from GP surgeries and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk> and www.nhs.uk/livewell/Travelhealth.

Vaccination and other health requirements / recommendations are subject to change at any time for any destination. Participants should therefore check with a doctor or clinic not less than six weeks prior to departure. Participants must ensure that they have the necessary vaccination certificates required for entry to destination or transit countries. All costs incurred in obtaining such documentation must be paid by the Participant. The STC cannot accept any liability if the Participant is refused entry onto any transport or into any country due to failure on the part of the participant to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by the STC, the Participant will be responsible for reimbursement accordingly.

3.4 The STC provides certain equipment for the Trip and the Participant is required to take reasonable care of any such equipment. Where the Participant deliberately or recklessly causes damage to any such equipment, the Participant will be liable for any losses arising from such damage.

3.5 The STC provides a mandatory equipment list for each Trip. It is the Participant's responsibility to source and procure this equipment. The Participant must ensure that such equipment is of suitable quality and accompanies them on the Trip.

4. CHANGES TO THE TRIP

4.1 The STC makes every effort to ensure the accuracy of information provided. However, changes may sometimes be necessary and The STC reserves the right to change any aspect of the Trip as set out in this paragraph 4.

4.2 While every effort will be made to follow the confirmed Trip, due to the adventurous nature of these Trips and the often-long lead time between date of booking and the Departure Date, the Participant accepts that the following may change prior to the Departure Date and that such change will not constitute a Significant Change:

4.2.1 Destination: Due to the unpredictability of the world over the potentially long Trip Programme period, The STC may be required to change the destination of the Trip. In such circumstances The STC use the agreed secondary Trip destination, as agreed in the contract with the School, if it is unable to provide the primary Trip destination. If the agreed secondary Trip destination is unavailable, The STC will consult with the School and Participants and will substitute one or more other destinations that offer similar opportunities;

4.2.2 Departure: Because the booking of actual flights may not be possible at the date the Trip is booked and planned carriers and schedules may change, the Departure Date and return dates may be subject to amendment prior to departure. Provided that the duration of the Trip shall not be altered by more than 24 hours such amendments shall be considered as Minor Changes.

4.3 Most changes will be Minor Changes.

4.4 If a Significant Change to the Trip is proposed, The STC will inform the School in writing as soon as is reasonably practicable and offer the School the choice of either:

4.4.1 accepting the change; or

4.4.2 purchasing an alternative Trip from the STC, of a similar standard to that originally booked if available. If the STC offer the School an alternative Trip of equivalent or higher standard the Participant will not be asked to pay any more than the price of the original Trip. If this Trip is in fact cheaper than the original one, The STC will refund the price difference; or

4.4.3 cancelling, in which case the Participant will be offered a full refund of any monies paid.

4.5 Large Groups: where the number of Participants in the Group exceeds 25, The STC reserves the right to split flight bookings for each Team. This may mean that Teams depart on different flights and at different times.

5. MEDICAL CONDITIONS, RISK AND INSURANCE

5.1 If the Participant has any medical condition or disability which may affect their participation on the Trip or booking process, they must inform The STC so that The STC can advise them of the suitability of the Trip and making of the booking. If the STC reasonably feel unable to properly accommodate the needs of the person concerned, they must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when they become aware of these details.

5.2 Many Trips operated by The STC are physically and mentally challenging by the very nature of their content and environment. It is the sole responsibility of each Participant to ensure that they are in good mental and physical health and physically fit enough to embark on their Trip itinerary.

5.3 In order to assess the risks to a Participant and the Team as a result of a medical condition, The STC reserves the right to seek information and advice from the Participant's GP and/or our medical advisor. Where there is a charge for information from a Participant's GP, this will be at the Participant's expense.

5.4 All Participants must have adequate travel insurance for the Trip, including emergency medical, repatriation and personal liability cover. The STC will liaise with the School as to the provision of Travel Insurance. Details of the Travel Insurance Company and policy must be provided to The STC prior to departure.

5.5 In the event of a medical incident requiring withdrawal and / or repatriation of the Participant, a member of the Leader Team will, for so long as it is reasonably practicable, accompany the Participant whilst the Team members continue with the Trip Programme at the Participants expense.

5.6 In the event of an accident, any charges incurred by The STC in assisting the Participant or responding to any requests by third parties will be borne by the Participant.

5.7 Participants acknowledge they have a duty of care to the rest of the Group and must act accordingly and in line with local and UK law, custom and practice, and School policies, and the Code of Conduct. Participants must act so as not to prejudice the good order, discipline or safety of the Trip and refrain from any conduct that may give offence, cause damage to any person or property or detract from the enjoyment of the Trip. The Participant agrees to accept the authority and judgment of the Trip Leader, the School Leadership Team and The STC suppliers whilst on the Trip. If, in the opinion of any such person(s), or any other person in a position of authority (such as, for example, an airline pilot or hotel manager), the behaviour of a Participant is unacceptable, The Trip Leader may at its sole discretion withdraw

the Participant from the Trip and the Participant shall be responsible for all costs associated with such withdrawal and, if abroad, their repatriation costs back to the UK.

6. CONTRACT, PAYMENT AND PRICE REVISION

6.1 The Participant is responsible for payment of the total Trip price.

6.2 The Participant will pay to The STC (or the School when requested to do so) the Trip price

6.3 A binding contract between The STC and the Participant comes into existence when The STC issues its confirmation Booking Receipt to the School. The parties agree that English law (and no other) will apply to the contract and to any dispute, claim or other matter of any description which arises ("claim") except as set out below. The parties both also agree that any claim must be dealt with by the Courts of England and Wales only, unless, in the case of Court proceedings, the Participant lives in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of the Participant's home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, the Participant may choose to have their contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if they do not so choose, English law will apply).

6.4 The STC must receive any payment(s) by the Due Date(s). If payment is not received in full and on time The STC reserves the right to withdraw the Participant from the Trip Programme and treat this as a cancellation by the Participant and the charges specified in paragraph 8.1 will apply. If the STC do not cancel straight away because the Participant has promised to make payment, the Participant must pay the cancellation charges shown in clause 8 depending on the date The STC reasonably treat the booking as cancelled.

6.5 Once the price of the Trip has been confirmed at the time of booking, then subject to the correction of errors, The STC will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in the Trip transportation costs or in dues, taxes or fees payable for services such as airport departure and landing taxes or embarkation or disembarkation fees at ports or in the exchange rates which have been used to calculate the cost of the Participant's Trip. In such instances The STC will be responsible for the amount up to 2% of the trip price and the Participant will be responsible for the balance. If any surcharge is greater than 10% of the cost of the Participant's Trip (excluding insurance premiums and any amendment charges), the Participant will be entitled to cancel their booking and receive a full refund of all monies they have paid to The STC (except for any amendment charges).

6.5.1 Trip prices are calculated on the basis and condition that the minimum group size for your adventure agreed at or before the time of booking is achieved by the school. In the event that the number of paying group members falls below that agreed at the time of booking confirmation, we will offer you the choice of paying an adjusted price based on the actual group size where it is possible for us to operate the tour with a smaller number than the minimum group size. Where we cannot do so or you do not wish to accept the adjusted price, your booking will be cancelled. Cancellation charges will then be payable as per our clause 8.1. Providing the minimum group size was achieved when the final balance was paid, we will not adjust the price or cancel for this reason. Please note, payment of an adjusted price as a result of the group size being smaller than the agreed minimum is not an alteration of the price agreed for the trip at the time of booking, as specified in 6.5 of our terms and conditions. This is an option we offer where we can, as an alternative to cancellation, where you have been unable to meet the minimum group size condition applicable to your booking.

6.6 Any applicable surcharge must be paid with the balance of the cost of the Trip or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

6.7 Trip arrangements are not always purchased in local currency and some apparent changes have no impact on the price of the Trip due to contractual and other protection in place.

6.8 A refund will only be payable if the decrease in The STC costs exceeds 2% of the total cost of the Participant's

6.9 The STC will not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

7. WITHDRAWAL

7.1 The STC may where reasonably necessary to do so withdraw a Participant from the Trip Programme at any time (including during the Trip) if The STC believes the Participant is likely to prejudice the good order, discipline or safety of the Trip, fails to adhere to the Code of Conduct, or if the Participant has failed to provide complete and accurate information to the STC, or has failed to comply with the provisions of paragraph 3.

7.2 If the Participant wishes to voluntarily withdraw from the Trip programme prior to the Departure Date, the Participant must inform The STC in writing. If a Participant wishes to voluntarily withdraw from the Trip after the Departure Date, they must inform the Trip Leader who will contact the STC. In either case, the provisions of paragraph 8.1 shall apply.

7.3 If the Participant requires to return from the Trip outside of the itinerary pursuant to paragraphs 7.1 or 7.2 the Participant will be responsible for any costs incurred by The STC as a result and for making their own travel arrangements.

7.4 If a Participant is withdrawn from a Trip by his/her School this will be treated as a voluntary withdrawal by the Participant and the conditions of paragraph 7.2 will apply.

7.5 If the Participant or School fail to pay the full Trip price, this will be treated as a voluntary withdrawal from the Trip and the provisions of paragraph 8.1 shall apply.

7.6 In the event a Participant withdraws from the Trip following a change to the Trip Programme which results in an increase in the level of difficulty or risks faced, then the Participant may withdraw from the Trip programme with loss of deposit only.

8. REFUNDS AND CHARGES

8.1 If the Participant withdraws, or is withdrawn from the Trip pursuant to paragraph 7, no refund will be given for any unused services and the Participant will be liable to pay to The STC the cancellation charges specified in the table below, in addition to a £50.00 administration charge:

Time between Departure Date and Percentage of the confirmed receipt of notification	Trip Price
30 days or less	100%
Between 31 days and 120 days	85%
Between 121 days and 180 days	50%
Between 181 days and 360 days	30%

The Deposit is 100% non-refundable

8.2 For certain travel arrangements (such as, but not limited to, Trips containing flights with a low-cost airline or non-changeable, non-refundable flights) the cancellation charge may be higher than those shown in 8.1 as services may be non-refundable once agreed to. The School will be advised of different cancellation charges at time of booking, or at the time when your flights are being confirmed. Participants are strongly advised to take out cancellation insurance at the time of booking to cover these costs in the event of cancellation

8.3 If a Participant requests to deviate from the standard Trip Programme (e.g. by requesting different flight schedules from the standard Group flights), STC will, at its reasonably discretion, investigate alternatives. Where STC deems the alternative to be feasible, the arrangement of alternative travel provisions is subject to the Participant paying a £100 administration charge plus any additional travel expenses and/or surcharges imposed by STC's suppliers.

9. IF THE STC CHANGES OR CANCELS THE TRIP

9.1 The STC reserve the right to cancel the Trip. We will not cancel the Trip less than 4 weeks before the Departure Date, except for reasons of Force Majeure. If the STC are unable to provide the Trip for any reason the provisions of paragraph 4.4 shall apply. If it is necessary to cancel the Trip for reasons other than Force Majeure, The STC will also pay the Participant compensation as set out in the table below.

9.2 If the Trip is cancelled The STC will not be liable for any indirect or consequential loss suffered by the Participant such as, but not limited to, onward travel arrangements, subsequent tours or onward flight arrangements.

9.3 In all cases of Significant Change, except where the Significant Change arises due to reasons of Force Majeure, The STC will pay compensation as detailed below:

Time between Departure Date and Amount Participant confirmed receipt of notification will receive.	
More than 42 days	£Nil
41 - 28 days	£20.00
27 - 14 days	£30.00
13 days – date of travel	£40.00

10. FINANCIAL PROTECTION

10.1 When you buy an ATOL protected flight inclusive tour of expedition from us the School 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.

10.2 The STC, 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 can 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).

10.3 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.

11. The STC's LIABILITY

11.1 The STC's obligations, and those of our suppliers providing any service or facility included in the Trip, are to take reasonable skill and care to arrange for the provision of such services and facilities. The Participant must show that reasonable skill and care has not been used if the Participant wishes to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that the Trip 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 the Trip should comply with local standards where they are provided, however, The STC do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean The STC have not exercised reasonable skill and care.

11.2 The STC shall have no liability where the cause of the failure to provide, or failure in, the Trip or any death or personal injury suffered is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to the School Leader or another member of the Group, or attributable to someone unconnected with the Trip and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

11.3 Except in cases involving death, injury or illness, any liability is limited to 2 times the price paid. In the case of damaged property, the liability is limited to a maximum of £1,000 except where clause 11.5 applies. In all cases The STC specifically excludes all liability for indirect or consequential loss or expense including loss of profits.

11.4 The timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, schedule changes, weather conditions or failure of passengers to check in on time.

11.5 Excursions or other tours that the School or Participant may choose to book, pay for or choose to optionally undertake whilst overseas which do not form part of the pre-arranged Trip programme, are not part of the Trip provided by The STC and the acceptance of liability contained within clause 11.1 will not apply. For any excursion that the School or Participant book, his/her contract will be with the operator of the excursion or tour and not with the STC. The STC shall not be responsible or accept liability for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. In the event of cancellation or alteration of the Trip, The STC shall have no liability for any losses the School or Participant(s) may incur relating to such excursions or tours.

11.5 Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, inland waterway or rail carrier to which any international convention or EU regulation applies, The STC's liability (including the maximum amount of compensation we will have to pay the Participant, the types of claim and the circumstances in which compensation will be payable) will be limited as if The STC were the carrier in question as referred to below. If the Most STC will have to pay the Participant for that claim or that part of a claim if The STC are found liable to the Participant on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention relating to the carriage of passengers and their luggage by sea (as amended by the 2002 Protocol where applicable) and EC Regulation 392/2009 for carriage by sea, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 Protocol and COTIF, the Convention on International Travel by Rail). Where applicable, The STC are entitled to rely on any limitation on which any carrier relies or is entitled to rely. Where a carrier is not or would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified or issued in accordance with the time limits stipulated in the applicable convention or regulation) The STC are similarly not obliged to make a payment to the Participant for that claim or part of the claim. When making any payment, The STC are entitled to deduct any money which the Participant have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from The STC on request.



12. TRANSFER OF BOOKING

12.1 The Participant may, with the consent of the STC, transfer its booking to another Participant. Such transfer is subject to:

- 12.1.1** that Participant accepting the terms of the Contract and providing to The STC all necessary and requested information;
- 12.1.2** the replacement Participant being fit to travel and insurable in accordance with these terms and conditions and the terms and conditions of the Travel Insurance Company;
- 12.1.3** the payment by the Participant of an administration fee of £50.
- 12.1.4** Payment of any non-recoverable services paid for prior to the date of the transfer of booking (such as, but not limited to, non-refundable, non-changeable flights), as per clause 8.2.
- 12.1.5** The availability of services at the time of transfer (e.g. flights)

13. EXCURSIONS

Excursions or other tours that the School or Participant may choose to book, pay for or undertake whilst the Participant is on the Trip, are not part of the Trip arrangements provided by the STC. For any excursion or other tour that the School or Participant books, his/her contract will be with the operator of the excursion or tour and not with the STC. The STC shall not be responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator. In the event of cancellation or alteration of the Trip, The STC shall have no liability for any losses the School or Participant may incur relating to such excursions or tours.

14. FLIGHT CARRIERS AND DELAYS

14.1 In accordance with EU directive (EC) no. 2111/2005, Article 9, The STC are required to bring to the Participants attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm.

14.2 The STC is required to advise of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate the Participant's flight(s) at the time of booking. Where the STC are not able to inform the Participant of the likely carrier(s) at the time of booking, they will inform the Participant of the identity of the actual carrier(s) as soon as they become aware of this. Any change to the operating carrier(s) after a booking has been confirmed will be notified as soon as possible.

14.3 Any change in the identity of the carrier, flight timings, and / or aircraft type (if advised) will not entitle the Participant to cancel or change to other arrangements without paying The STC's normal charges except where specified in these conditions.

14.4 Where information provided by the Participant and used by The STC is found to be incorrect and incurs charges to correct information already provided to airlines and other suppliers, The STC reserves the right to recover any such costs, charges, and penalties from the Participant and charge an administration fee of £50.

14.5 Under European law (European Community Regulation (EC) No. 261/2004), the Customer has rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding of the Participant, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, the Participant should note that reimbursement of the cost of a flight that forms part of the Programme is the responsibility of the carrier airline and will not automatically entitle the Participant to reimbursement of the cost of the Programme from the STC. The right to a refund and/or compensation from us is set out in these booking conditions. If any payments to the Participant are due from us, any payment made to the Participant by the airline will be deducted. If the airline does not comply with these rules the Participant should use the CAA Passenger Advice and Complaints Service. See www.caa.co.uk – Resolving Travel Problems, for further details

15. EQUAL OPPORTUNITY/DISABILITY STATEMENT

It is the policy of The STC to ensure equal opportunity to Participants without regard to race, gender, sexual orientation, colour, ancestry, religion, national origin, disability or parental status.

16. COMPLAINTS AND DISPUTES

16.1 If there is a problem or complaint during the Trip, the Participant must report it to the Leader Team or a Director of The STC immediately to enable prompt and effective efforts to resolve the problem. In the unlikely event that the problem cannot be resolved at this time, and the Participant wishes to raise a complaint, The STC must receive full written details of the complaint within 28 days of the date that the Trip returns to the U.K. The full Participants name, destination of the Trip, daytime and evening telephone numbers should be included. Failure to take these steps may prejudice The STC ability to resolve any problem and/or investigate it fully and any right to compensation may be lost or reduced.

16.2 Where there is any dispute between the Participant and a member of the Leader Team, the dispute will be determined by the STC, whose decision will be final (usually after consultation with the School and/or Participant).

17. DATA PROTECTION

17.1 The STC takes full responsibility for ensuring that proper security measures are in place to protect the Participant's information. When the Participant makes a booking, he/she consents (and, where he/she is making the booking on behalf of the Participant who is under 18 years of age, confirms that the Participant gives his/her consent) to all the information he/she provides being passed on to The STC suppliers, wherever they are based. The Participant consents to The STC processing data relating to them for administrative, legal and management purposes and in particular the processing of any 'sensitive personal data' (as defined in the General Data Protection Regulation, GDPR, tailored by the Data Protection Act 2018) relating to the Participant including, without limitation:

17.1.1 information regarding the Participant's physical and mental health or well-being to assess and monitor the Participant's ability to participate on the Trip, and

17.1.2 information about the Participant's dietary requirements and swimming ability

17.2 The STC reserves the right to make the above information available to third parties involved in the Trip (including the School and Leader Team) and other organisations that provide services to the STC, regulatory authorities and governmental or quasi-governmental bodies (whether inside or outside the European Economic Area).

17.3 More information on how we process data can be found in our Privacy Policy on our website at <https://www.thestc.co.uk/privacy/>

18. PROMOTIONAL MATERIALS

By agreeing to these terms and conditions, the Participant consents (unless otherwise stated on the Application Form) to The STC's staff taking photographs and/or video footage of the Participant during the programme and that these images, or any images supplied to The STC by members of the Group may be used by The STC for, including but not limited to, publicity (including brochures, websites, marketing material and in the media) and training purposes.

19. SEVERABILITY

If any of these terms and conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of these terms and conditions and the rest of the term or condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

20. THIRD PARTY RIGHTS

A person who is not a party to the Contract or these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

22. ENTIRE AGREEMENT

These terms and conditions together with the Pre-booking Information Pack form the entire agreement between The STC and the Participant and supersede all prior representations, communications, negotiations and understandings, whether verbal, written or otherwise.

