

## THE SPECIALIST TRAVEL CONSULTANCY: BOOKING TERMS AND CONDITIONS: applicable to all bookings made after 01 September 2021.

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** ('STC' 'we' 'us' and 'our'). Please read them carefully as they set out our respective rights and obligations.

### 1. INTERPRETATION

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

**"Application Process"** means the application process, including the completion of STC's booking and medical form, that must be completed to enrol a Participant on a Trip Programme.

**"Balance Payment"** means the balance of the Trip Cost after payment of the Deposit and Interim Payment.

**"Booking Conditions"** means these booking conditions.

**"Booking Confirmation"** means the paper or electronic document issued by STC on receipt of the Deposit which confirms that the Contract has come into existence.

**"Code of Conduct"** means the set of rules and guidelines that the School and every Participant agrees to abide by whilst on the Trip.

**"Contract"** means the binding agreement made between the School and STC for the provision of the Trip (of which these Booking Conditions form part) which is set out in the Contract Document.

**"Contract Document"** means the document headed "Contract" which sets out the terms of our Contract.

**"Departure Date"** means the pre-booked date of departure of the Trip.

**"Deposit"** means the deposit(s) payable in order to book the Trip. A Deposit is only refundable where specifically stated in the Contract.

**"Due Date"** means the applicable due dates for payment of the Deposit, Planning Fee, Interim Payment and Balance Payment as set out in the Final Payment Plan.

**"Final Payment Plan"** means the payment schedule referred to in the Pre-booking Information Pack which includes the amount and payment dates for all payments due to STC.

**"Head Link Teacher"** means the person employed by the School who has overall responsibility for the Link Teachers and Participants during the Trip

**"Interim Payment"** means any payment(s) towards the Trip Cost other than the Deposit, the Planning Fee and the Balance Payment.

**"Leader Team"** means the Trip Leader, the Head Link Teacher, and the other Link Teachers

**"Link Teachers"** means the persons employed by the School who accompany and are responsible for the Participants during the Trip.

**"Minor Change"** means any change to the Trip that is not a Significant Change.

**"Participant(s)"** means the persons booked to travel on the Trip (including anyone who is added or substituted later) or any of them as the context requires and, where they are aged under 18 years at the time of booking, 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.

**"School"** and **"you"** means the school, college, local authority or organisation which contracts the Trip (and the legal entity which operates or is otherwise responsible for it).

**"Significant Change"** means a significant alteration to any of the main characteristics of the principle travel services included in the Trip or to any accepted special requirements.

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

**"Training"** means the training course(s) session(s), and/or consumables provided by STC at a school or other venue for Participants and, if applicable, prospective Participants and any other services or items provided by STC for the School and/or Participants prior to the Trip.

**"Planning Fee"** means the fee which you have agreed to pay us for the services we provide before your Trip (which includes the Training) as referred to in paragraph 2.8. The Planning Fee is payable in addition to the Deposit and is only refundable where specifically stated in the Contract.

**"Trip"**, **"Programme"** or **"Trip Programme"** means the planned tour or expedition arrangements which we contract to provide as described in the Pre-Booking Information Pack (which for the purposes of these Booking Conditions does not include the Training unless otherwise stated).

**"Trip Cost"** means the total amount payable by the School to STC in respect of the Trip. The Trip Cost does not include the Planning Fee or any insurance premiums, amendment fees or cancellation charges which may be payable in addition.

**"Trip Leader"** means the person employed or contracted by STC whether directly or indirectly who has the responsibility for making final decisions within the Leader Team.

**"Team"** means the Participants and the Leader Team.

**"Travel Insurance Company"** means the insurance

company that provides Trip travel insurance for or in respect of the Participants which is included in the Trip Cost.

**"Unavoidable and Extraordinary Circumstances"** means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, an outbreak of a serious illness at your Trip destination, epidemic / pandemic, closure, restriction or congestion of airports, other transport hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity. Unavoidable and extraordinary circumstances include the Covid-19 pandemic and its impact such as, without limitation, travel restrictions, entry requirements, local and national lockdowns, the obligation to self-isolate or quarantine where applicable, and the other measures and action taken by governments, public authorities and businesses to control and manage its effects.

1.2 The words and expressions used in these Booking Conditions have the same meanings in the Application Process and other documents issued by STC to the Participant and the School unless an alternative meaning is clearly intended.

### 2. MAKING A BOOKING AND RESPONSIBILITIES

2.1 In making a booking with STC, the School and Participants acknowledge and agree that STC has overall responsibility for all aspects of the Trip including without limitation, all decisions which relate to the health and safety of the Participants. The decisions of the Trip Leader are final and binding.

2.2 The Contract is entered into between STC and the School. Subject to paragraph 2.1, the School, through the Link Teachers, is responsible for the supervision and behaviour of all Participants and for ensuring they (and their parent or guardian for every Participant under the age of 18 at the time of booking) are aware of and comply with all terms of these Booking Conditions which apply to Participants. The School confirms, as a condition of the Contract, that where it provides any confirmation or commitment on behalf of the Participants (either within these Booking Conditions or elsewhere), it has the authority of the Participants (and their parent or guardian where applicable) to do so.

2.3 In order to book and travel on a Trip, each prospective Participant must complete the Application Process. This includes confirmation that the Participant has read and agrees to comply with those obligations of these Booking Conditions which apply to Participants.

2.4 The School and Participants confirm that they understand there are the risks inherent with adventure travel (both generally and in respect of the particular activities arranged) and, whilst those risks will be addressed through risk assessment and other relevant procedures, they 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 each Trip are available to be viewed if required. By entering into the Contract, the School confirms that each Participant understands the risks involved in the Trip and undertakes the Trip voluntarily and at their own risk. The School further confirms that they have researched the Trip destination using, amongst others, such resources as [www.nathnac.net](http://www.nathnac.net), [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk) and [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice).

2.5 By entering into the Contract, the School on behalf of the Participants accepts STC's and the Leader Team's authority to make decisions affecting the Team and/or any individual Participant(s). The School on behalf of the Participants acknowledges that, whilst on the Trip, the Leader Team will act in loco parentis.

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

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

2.8 The Planning Fee (£200 per person) relates to services and consumables provided by or on behalf of STC before the Departure Date including the Training. It does not form part of the Trip Cost and is payable in addition to the Deposit. The Planning Fee is not refundable except to the extent STC decides not to provide the Training. Without limitation, it will not be refundable where the School cancels the Trip or where the Trip does not proceed for any reason (including as a result of Unavoidable and

Extraordinary Circumstances) or where the School does not meet STC's requirements for the provision of the Training.

### 3. PASSPORTS, VISAS, ENTRY REQUIREMENTS AND EQUIPMENT

3.1 We will provide the School with general information in respect of passport and visa requirements applicable to the Trip. It is the School's responsibility to check and keep up to date with entry and other official requirements for all countries visited by the Trip as well as any requirements applicable on the Team's return to their home country, at the time of booking and in good time before and close to departure. This includes any requirements in respect of testing for Covid-19 before departure from the UK and prior to and after return to the UK. Requirements are likely to change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) as a result of the Covid-19 situation in particular. The School should also keep up to date with this information during the Trip as will STC.

3.2 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 citizen's passport usually takes approximately 3 to 6 weeks to obtain. If any Participant is not a British citizen or intends to travel with a passport which is not a British citizen's passport, the School must ensure that passport, visa and other entry requirements are checked with the embassy or consulate of the country(ies) to or through which the Trip will travel in good time before departure.

3.3 The School and/or Participants are responsible for acquiring the necessary visas and otherwise satisfying entry requirements for all countries visited during the Trip (including any transit visas and for return to the UK). STC can accept no liability for the failure of the School / any Participant to do so. If visa / entry requirements are not satisfied prior to departure, STC has the right to withdraw the Participant(s) concerned from the Trip / cancel the Trip. In this event, cancellation charges will be payable in accordance with paragraph 8.1. Any additional costs incurred as a result of being unable or otherwise failing to meet any requirements for return to the UK will be the responsibility of the School.

3.4 It is the responsibility of the School and Participants to ensure they are aware of and obtain / comply with all required and recommended vaccinations, Covid-19 testing, health precautions and other health related measures (including those related to Covid-19) in good time before departure. We will provide general information about then applicable health formalities before or at the time the Contract is entered into but requirements and recommendations are likely to change before departure. Details are available from GP surgeries, travel clinics and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk> and [www.nhs.uk/Livewell/Travelhealth](http://www.nhs.uk/Livewell/Travelhealth). Vaccination, testing and other health related requirements / recommendations are subject to change at any time for any destination and for return to the UK, including at short or no notice. The School and Participants should therefore check the current position not less than six weeks prior to departure and also close to departure to ensure they are aware of and can meet the applicable requirements. The School must ensure that Participants meet the applicable requirements for entry to destination or transit countries and for return to the UK. All costs incurred in doing so must be paid by the School / Participants. STC cannot accept any liability if any Participant(s) is refused entry onto any transport or into any country due to failure to meet the applicable entry requirements. If this failure results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by STC, the School will be responsible for reimbursing STC accordingly.

3.5 STC provides certain equipment for the Trip and the Participant is required to take reasonable care of this. Where the Participant deliberately, recklessly or negligently causes damage to any such equipment, the School as well as the Participant will be liable for any losses and expenses arising as a result (which may include the cost of repairing or replacing the equipment concerned).

3.6 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 OR CANCELLATION BY STC

4.1 STC makes every effort to ensure the accuracy of information provided. However, changes may sometimes be necessary. 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 programme, due to the adventurous nature of these Trips and the often long lead time between date of

booking and the Departure Date, the School accepts that changes may be made prior to the Departure Date. Except where otherwise stated, any such change will not constitute a Significant Change:

**4.2.1 Destination:** The unpredictability of the world and factors outside the control of STC may mean that STC needs to change the destination of the Trip. In such circumstances, STC will endeavour to operate the secondary Trip destination, as agreed in the Contract. If this is not possible, STC will consult with the School and endeavour to offer one or more other destinations that offer similar opportunities;

**4.2.2 Departure Date:** As the booking of flights may not be possible at the time 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 is not altered by more than 24 hours such amendments will be considered as Minor Changes.

**4.3** Any change which is not a Significant Change will be a Minor Change. Most changes will be Minor Changes.

**4.4** If a Significant Change to the Trip is proposed, STC will provide the School with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact this has on the Trip Cost; (ii) in the event that the School does not wish to accept the alteration(s), details of any substitute trip arrangements we are able to offer (and any price reduction where these are of a lower quality or cost); (iii) the School's entitlement to terminate the Contract and receive a full refund of Trip Cost payments if it does not want to accept the alteration(s) or any substitute arrangements offered; and (iv) the period within which the School must inform STC of its decision and what will happen if it doesn't do so.

**4.5** If the School chooses to terminate the Contract in accordance with paragraph 4.4(iii), we will refund all payments made to us in respect of the Trip Cost within 14 days of the date the termination takes effect (which is usually the date we send the School a cancellation invoice following receipt of its written cancellation notification). If we don't receive the School's decision within the specified period (having provided the above mentioned information for a second time), we will terminate the Contract and make this refund within 14 days of the effective date of cancellation as above. The Training is separate and additional to the Trip and the Planning Fee is payable whether or not the Trip goes ahead. No refund of the Planning Fee will be made in the event of the termination of the Contract in accordance with paragraph 4.4(iii).

**4.6** No compensation will be payable or other liability accepted where a change results from Unavoidable and Extraordinary Circumstances.

**4.7** In the event that Unavoidable and Extraordinary Circumstances occur in the place of destination of the Trip or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, the School will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies paid in respect of the Trip Cost (except for any previously incurred cancellation or amendment charges). However, please note that the School is only entitled to do so where it is clear at the time of cancellation that the performance of the contracted arrangements or carriage of passengers will be affected in this way and in these circumstances. As Unavoidable and Extraordinary Circumstances are by their nature unpredictable and often rapidly developing, it will generally not be clear until close to departure that this is the position. Where it is possible that your Trip may be affected in this way, we will keep the situation under review and will let you know when a decision as to its operation is expected to be made. Where applicable, the School must notify us of its wish to cancel for this reason in writing. Providing we are in agreement that the School is entitled to do so in accordance with this paragraph 4.7, we will issue a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with paragraph 4.5. As set out in paragraph 4.5, no refund of the Planning Fee will be made. We will notify the School as soon as practicable in the event of this situation occurring.

**4.8** All Trips require a minimum number of Participants to enable us to operate them as agreed with the School at the time of booking ("Agreed Minimum Number"). Subject to and in accordance with paragraph 6.5, we reserve the right to terminate the Contract and cancel any Trip where the Agreed Minimum Number is not achieved.

**4.9** We have the right to terminate the Contract and cancel your Trip in the event we are prevented from performing the confirmed Trip arrangements as a result of Unavoidable and Extraordinary Circumstances and we notify the School of this as soon as reasonably possible. We will refund all monies paid in respect of the Trip Cost within 14 days of the effective date of cancellation in accordance with paragraph 4.5 but will have no further or other liability including in respect of compensation or any costs or expenses the School and/or any Participants incur. No refund will be made in respect of the Planning Fee except as set out in paragraph 2.8. We will of course endeavour to offer comparable alternative arrangements where possible which the School may choose to book in place of those cancelled. We also have the right to cancel if payment is

not made in accordance with the terms of the Contract in which case paragraph 8 will apply. Please note, this paragraph 4.9 does not apply where the School terminates the Contract or cancels the booking entirely or in respect of any Participant(s) in which case paragraph 8.1 will apply.

**4.10** We will pay the following compensation in the event that we have to make a Significant Change or cancel your Trip. Compensation will not be payable where we have to do so as a result of Unavoidable and Extraordinary Circumstances.

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

**4.11** Large Groups: where size of the Team exceeds 25, STC reserves the right to split the flight bookings. This may mean that members of the Team depart on different flights and at different times.

## 5. MEDICAL CONDITIONS, RISK AND INSURANCE

**5.1** The School confirms that it has and will take appropriate steps to ensure that all Participants are physically and mentally capable of participating in and completing the Trip. This includes the completion of a STC booking / health form by each Participant (and their parent or guardian where applicable) prior to enrolment on the Trip and submission of the same to STC to enable STC to assess their fitness to participate. The School agrees to notify STC of any information within the knowledge of the School which may affect the ability of any Participant to safely complete the Trip (including without limitation, any relevant disability, medical condition or current or previous injury or illness or other experience of the Participant which may give rise to concerns over the suitability of the Trip, for any reason, for a Participant) and confirms that it will obtain the explicit consent of the Participant and, where applicable, their parent or guardian to enable the School to do so. Failure to declare any such relevant information to STC may invalidate a claim under an insurance policy and/or jeopardize the Participant's ability to participate in the Trip. It is the responsibility of the School to ensure that STC is kept fully informed and updated at all times of all information which is relevant to a Participant's participation in the Trip. Failure by the School to disclose or update material information may entitle STC to terminate the Contract and/or require that a Participant is withdrawn from the Trip.

**5.2** The tour and expedition arrangements we offer may not be suitable for those with certain disabilities, medical conditions or significantly reduced mobility. Before the Contract is entered into, we will advise the School as to whether the proposed arrangements are generally suitable for someone with reduced mobility. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability. It is the responsibility of the School to make appropriate enquiries of STC as to the suitability of the proposed Trip arrangements for any Participant or proposed Participant with reduced mobility or any other health or fitness related issue.

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

**5.4** In order to assess the risks to an individual Participant and to the Team where a medical condition, disability or reduced mobility affects a Participant, STC reserves the right to request the consent of the Participant (and their parent or guardian where applicable) to seek information and advice from the Participant's GP and/or STC's independent medical advisor. Where there is a charge for information from a Participant's GP, this will be at the Participant's expense. If consent is not provided when requested, we may be unable to allow the Participant to take part in the Trip.

**5.5** The Trip Cost includes travel insurance for the usual risks which arise from the operation of the Trip. This includes emergency medical, repatriation and personal liability cover for all Participants. This travel insurance does not include cover for cancellation or personal effects which the School and Participants are recommended to obtain. Limitations, exclusions and conditions also apply to the policy. Details of the included cover are available on request. It is the responsibility of the School to ensure it and all Participants are appropriately protected by insurance and to obtain additional cover where the included cover is insufficient for any reason.

**5.6** In the event of a medical issue requiring withdrawal and / or repatriation of a Participant during the Trip, it is the responsibility of one member of the School Leader Team

to accompany the Participant, for so long as it is reasonably practicable, whilst the other Team members continue with the Trip.

**5.7** In the event any Participant or other member of the Team experiences difficulty (of any sort) during the Trip, we will provide them with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where the difficulty arises as a result of the negligence of a Participant, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

**5.8** Participants acknowledge they have a duty of care to the rest of the Team and must act accordingly and in line with local and UK law, custom and practice, School policies and the Code of Conduct. Participants must not act in any way which may prejudice the good order, smooth operation, discipline or safety of the Trip and must refrain from any conduct that may give offence, cause danger, distress or damage to any person or property or detract from the enjoyment of the Trip. Each Participant agrees to accept the authority and judgment of the Trip Leader, the Leader Team and STC staff and 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 his/her sole discretion withdraw or require the withdrawal of the Participant from the Trip. In this event, STC shall have no further responsibility for the Participant concerned (including in respect of accommodation and transport arrangements) who will be the sole responsibility of the School. The School and Participant shall be responsible for all costs associated with such withdrawal including those involved in returning the Participant to the end point of the Trip.

## 6. CONTRACT, PAYMENT AND PRICE REVISION

**6.1** The School is responsible for payment of the total Trip Cost and the Planning Fee to STC.

**6.2** A binding Contract comes into existence when STC issues its Booking Confirmation 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 from or in connection with the Contract including without limitation, any claim by any Participant ("claim"). The parties both also agree that any claim (including without limitation, one involving the personal injury of a Participant) must be dealt with by the Courts of England and Wales only to the exclusion of all other courts.

**6.3** STC must receive all payment(s) due in respect of the Trip Cost and Planning Fee by the Due Date. If any payment is not received in full and on time, this will be a breach of the Contract by the School. In the event that the School fails to remedy the breach by making full payment of the outstanding amount within 7 days of the date STC notifies it in writing of the payment default, STC shall be entitled to terminate the Contract by giving the School notice in writing to this effect. In this event, the charges set out in paragraph 8.1 shall be payable by the School. If STC does not cancel terminate the Contract straight away because the School has promised to make payment, the School must pay the cancellation charges shown in paragraph 8.1 depending on the date STC reasonably terminates the Contract.

**6.4** Once the Trip Cost has been confirmed at the time the Contract is entered into, STC will only increase or decrease it in the following circumstances. Price increases after the Booking Confirmation is issued will be passed on by way of a surcharge. A surcharge will be payable by the School, subject to the conditions set out in this paragraph, if STC's costs increase as a direct consequence of a change in (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources or (ii) the level of taxes or fees on the travel services included in the Contract imposed by third parties not directly involved in the performance of the Trip including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) the exchange rates relevant to the Trip. The School will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in this paragraph which occurs between issue of the Booking Confirmation and the start of the Trip. If any surcharge is greater than 8% of the Trip Cost, the School will be entitled to terminate the Contract on giving STC notice in writing within 14 days of being notified of the surcharge and receive a full refund of all monies they have paid to STC (except for the Planning Fee and any insurance premiums, amendment fees or cancellation charges).

**6.5** The Trip Cost is calculated on the basis and condition that the Agreed Minimum Number is achieved by the School. In the event that the number of Participants falls below the Agreed Minimum Number, we will offer the School the choice of paying an adjusted price based on the actual number of Participants where it is possible for us to operate the Trip with a smaller number than the Agreed Minimum Number. Where we cannot do so or the School does not wish to accept the adjusted price, the Contract will be terminated. Cancellation charges will then be

payable as set out in paragraph 8.1. Providing the Agreed Minimum Number was achieved when the Balance Payment was made, we will not adjust the Trip Cost or terminate the Contract if the number of Participants subsequently falls below the Agreed Minimum Number. Please note, payment of an adjusted Trip Cost as a result of the number of Participants being less than the Agreed Minimum Number is not an alteration in accordance with paragraph 6.4. This is an option we offer where we can, as an alternative to cancellation, where the School has been unable to meet the Agreed Minimum Number condition of the Contract.

**6.6** Any applicable surcharge must be paid with the Balance Payment 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 Trip Cost due to contractual and other protection in place.

**6.8** STC will not levy a surcharge within 20 days of the Departure Date. No refund will be payable during this period either. We are entitled to deduct our administrative expenses from any refund.

## 7. WITHDRAWAL

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

**7.2** If a Participant wishes to voluntarily withdraw from the Trip Programme prior to the Departure Date, they must advise the School who must inform STC in writing of the withdrawal as soon as possible. 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 a Participant is required to withdraw from the Trip as referred to in paragraph 7.1 or wishes or needs (for any reason) to leave the Trip as referred to in paragraph 7.2 before the end of the contracted arrangements, the School will be responsible for any costs incurred by STC as a result and for making appropriate arrangements in respect of the Participant (including in respect of return travel).

**7.4** If a Participant is withdrawn from a Trip by the School, this will be treated as a voluntary withdrawal by the Participant and paragraphs 7.2 and 7.3 will apply.

**7.5** If the School fail to pay the full Trip Cost, 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 due to a change to the Trip Programme which results in an increase in the level of difficulty or risks faced, the cancellation charge payable in accordance with paragraph 8.1 will be loss of deposit only.

## 8. CANCELLATION CHARGES

**8.1** The School may terminate the Contract, cancel the booking entirely or in respect of any Participant(s) or withdraw any Participant(s) from the Trip at any time by giving STC notice in writing. Such notice is only effective on receipt by STC. In this event, no refund will be given for any unused services and the School will be liable to pay to STC the cancellation charges specified in the table below for each Participant concerned. Except where the cancellation charge is 100% of the Trip Cost, a £50.00 administration fee will also be payable:

Time between Departure Date and receipt of notification of withdrawal / cancellation	Percentage of the Trip Cost
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 and the Planning Fee are 100% non-refundable unless otherwise specifically stated in these Booking Conditions.

**8.2** For certain travel arrangements (such as, but not limited to, Trips including flights which are not refundable after booking) the cancellation charge may be higher than those shown in 8.1. The School will be advised of different cancellation charges at time of booking, or at the time flights are booked where applicable. Travel insurance should be purchased at the time of booking to cover these costs in the event of cancellation

**8.3** If the School requests any alternative arrangements to the standard Trip Programme (e.g. by requesting different flights), STC will, at its reasonable discretion, investigate accordingly. Where feasible, the arrangement of any alternative services will be subject to the School paying a £100 administration charge, the cost of the alternative services and any additional charges applied by STC's suppliers.

## 9. FINANCIAL PROTECTION

**9.1** We hold an Air Travel Organiser's Licence issued by the CAA (ATOL No. 11054). When you buy an ATOL protected flight or flight inclusive package 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.

**9.2** 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 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).

**9.3** 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. For further information, visit the ATOL website at [www.caa.co.uk](http://www.caa.co.uk). Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. The Civil Aviation Authority can be contacted at Consumer Protection Group, 5th Floor, 11 Westferry Circus, London E14 4HD, UK tel +44 (0)333 103 6350 e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk) [www.caa.co.uk](http://www.caa.co.uk) In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at <https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/>

## 10. STC'S LIABILITY

**10.1** STC's obligation is to ensure that all services which we have contracted to provide as part of the Trip are performed with reasonable skill and care. This means that, subject to these Booking Conditions, we will accept responsibility if, for example, any Participant suffers death or personal injury or the Trip arrangements are not provided as contracted or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, the contracted Trip arrangements. The School and/or the Participant concerned must show that reasonable skill and care has not been used if the School or a Participant wishes to make a claim against STC. Standards of, for example, safety, hygiene and quality vary throughout the transport, other services 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, our obligation is to exercise reasonable skill and care as above. We 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 STC has not exercised reasonable skill and care.

**10.2** STC is not responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any nature whatsoever which results from any of the following: (a) the fault of the person(s) affected; or (b) the fault of a third party not connected with the provision of the Trip which we could not have predicted or avoided; or (c) Unavoidable and Extraordinary Circumstances. In addition, we cannot accept any liability for any services or facilities which we have not contracted to provide under the Contract.

**10.3** Except as set out in paragraph 10.5 or otherwise permitted by English law, we do not limit the amount of damages any person is entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to the School or any Participant(s) on any basis, the maximum amount we will have to pay the School / Participant(s) is three times the total Trip Cost paid to us in respect of the Participant(s) concerned in total, unless a lower limitation applies to your claim under paragraph 10.5. This maximum amount will only be payable where everything has gone wrong and the



Participant(s) concerned has not received any benefit at all from the Trip. In all cases, STC specifically excludes all liability for indirect or consequential loss, damage or expense and for any sums which relate to any business.

**10.4** 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 other factors outside our control.

**10.5** Where any claim concerns or is based on any travel arrangements (including without limitation, 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 where we have arranged that travel as part of the Contract, STC's liability (including the maximum amount of damages we will have to pay the Participant, the types of claim and the circumstances in which damages will be payable) will be limited as if we were the carrier in question as referred to in this paragraph 10.5. The most STC will have to pay for that claim if STC is found liable to the School or any Participant(s) on any basis is the most the carrier concerned would have to pay under the international convention or EU regulation which applies to the travel arrangements in question. Such conventions and EU regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 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 concerning International Carriage by Rail. Where a carrier 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 and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. 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) STC are similarly not obliged to make a payment to the Participant for that claim or part of the claim. When making any payment, STC is entitled to deduct any money which the School or any Participant(s) has received or is entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from STC on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be issued within 2 years of the date stipulated in the applicable convention or EU regulation.

## 11. TRANSFER OF PLACES ON THE TRIP

**11.1** The School may, with the consent of STC, transfer the place of any Participant(s) on the Trip to another Participant. Such transfer is subject to:

**11.1.1** the School notifying STC of the transfer request in writing not less than 7 days prior to the Departure Date;

**11.1.2** the replacement Participant accepting the terms of the Contract and providing to STC all necessary and requested information;

**11.1.3** the replacement Participant being fit to travel and covered by travel insurance in accordance with these Booking Conditions and complying with the terms and conditions of the Travel Insurance Company;

**11.1.4** the payment by the School of an administration fee of £50 per Participant place transferred;

**11.1.5** payment of any charges or fees applied by any supplier or other third party in order to make the change (including the cost of re-booking any service where name changes cannot be made); and

**11.1.6** the availability of required services at the time of transfer (e.g. flights).

## 12. EXCURSIONS

Excursions, tours and activities of any nature that the School or any Participant may choose to book, pay for or undertake whilst away which do not form part of the pre-arranged Trip Programme ("Additional Activities") are not part of the Contract or the responsibility of STC. The acceptance of liability in paragraph 10.1 will not apply to any Additional Activities. For any Additional Activities the School or Participant will have a contract with the operator of the Additional Activities (which will be subject to the terms and conditions of the operator) and not with STC. STC shall not be responsible or accept liability for the provision of the Additional Activities or for anything that happens during the course of their provision by the operator. In the event of cancellation or alteration of the Trip, STC shall have no liability for the cost of any Additional Activities which the School or Participant(s) are unable to undertake as a result.

### 13. FLIGHT CARRIERS AND DELAYS

**13.1** In accordance with EU directive (EC) no. 2111/2005, please note the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU. This list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).

**13.2** STC will advise the School of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate any flight(s) included in the Trip at or before the time the Contract is entered into. Where we are not able to provide the name of the likely carrier(s) at this point, the School will be informed of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after the Contract is entered into will be notified as soon as possible.

**13.3** Any change in the identity of the carrier, flight timings, and / or aircraft type (if advised) will not entitle the School or any Participant to cancel or change to other arrangements without paying the cancellation charges specified in these Booking Conditions.

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

**13.5** Under EC Regulation No. 261/2004 – the Denied Boarding Regulations 2004, airline passengers in some circumstances have the right to refunds and/or compensation from the airline in the event of flight delay, cancellation, denied boarding or downgrading of the flight ticket. Full details of these rights are publicised at EU airports and are also available from the airlines concerned. Refunds and compensation are the sole responsibility of the carrier airline and not STC. If the airline does not comply with these rules, the CAA Passenger Advice and Complaints Service should be consulted. See [www.caa.co.uk/passengers/resolving-travel-problems](http://www.caa.co.uk/passengers/resolving-travel-problems) for further details

### 14. EQUAL OPPORTUNITY/DISABILITY STATEMENT

STC is committed to ensuring equal opportunities for all Participants without regard to race, gender, sexual orientation, colour, ancestry, religion, national origin, disability or parental status.

### 15. COMPLAINTS AND CLAIMS PROCEDURE

**15.1** If a complaint or basis for a claim arises during the Trip, the School must ensure this is reported to the Trip Leader straight away to enable prompt and effective efforts to be made to resolve the problem. In the unlikely event that the problem cannot be resolved at this time, and the School or Participant wishes to raise a complaint or pursue a claim, the School must provide STC with full written details of the complaint or claim within 28 days of the date that the Trip ends. Full details of the complaint or claim together with the booking reference and daytime and evening telephone numbers for someone authorised to deal with the matter on behalf of the School and/or Participant(s) concerned should be included. Failure to take these steps may prejudice STC's ability to resolve any problem and/or investigate it fully and any right to compensation may be affected or even lost as a result.

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

### 16. FOREIGN OFFICE ADVICE

The UK Foreign Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and <https://travellaware.campaign.gov.uk> which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control).

### 17. DATA PROTECTION

**17.1** STC is a data controller in accordance with UK GDPR and the Data Protection Act 2018 of the personal data provided to it in connection with the performance of the Trip including the personal data of Participants and the Leader Team. STC takes full responsibility for ensuring that proper security measures are in place to protect all such personal data. When the School enters into the Contract, it confirms that it has the consent, and authority to provide STC with the consent of all Participants and the Leader Team to the processing of their personal data by STC, its suppliers and other third parties to whom any personal data is provided in connection with the performance of the Trip in accordance with STC's data protection privacy policy. The School confirms that it will obtain explicit consent to the processing of any special category personal data prior to disclosing any such information to STC. Special category personal data includes without limitation:

**17.1.1** information regarding the physical and mental health or well-being of any Participant or member of the Leader Team including that required to assess and monitor

the Participant's ability to participate in the Trip and any medical condition, disability or reduced mobility disclosed to STC, and

**17.1.2** information about dietary requirements and any other information which may disclose a person's religious beliefs or racial origin.

**17.2** 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 AND IMAGES

The School confirms that except as notified to STC in writing prior to the Departure Date, it has obtained the written consent of all Participants and the Leader Team to STC's staff taking photographs and/or video footage of the Participants and Leader Team during the Trip Programme and that these images, and any images supplied to STC by the School or any member of the Leader Team may be used by STC for publicising its expeditions and adventure trips and activities and for training purposes / in its training materials. Without limitation, permitted use includes STC's brochures, websites and marketing material (and in the media) and training purposes. STC will not identify the School, any Participant(s) or member(s) of the Leader Team in any publicity material without the express written consent of the School.

### 19. THIRD PARTY RIGHTS

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

