

BOOKING CONDITIONS

The following Booking Conditions form the basis of your contract with WST Travel Ltd, trading as Study Experiences, Sport Experiences and Remembrance Travel for Schools & Young People. WST Travel Ltd is a member of ABTA (bonded member V6133), a holder of an ATOL licence (ATOL 9233) and a LOTC Quality Badge and an assured member of the School Travel Forum. The registered office for the company is WST Travel Ltd, Chiltern House, 181 Bristol Avenue, Blackpool FY2 0FP. Please read these Booking Conditions carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to tour arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to “tour”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such tour arrangements unless otherwise stated.

In these booking conditions, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means WST Travel Ltd, trading as Study Experiences, Sport Experiences and Remembrance Travel for Schools & Young People.

Making Your Booking

To make a booking you must complete our Booking Form. This must be signed by the first named person on the booking (“Group Leader”) The Group Leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all members who are under 18 when the booking is made. The group leader will act in loco parentis, "in the place of a parent" i.e. take the legal responsibility of a person or organization taking on some of the functions and responsibilities of a parent whilst on tour. By signing the booking form, the Group Leader confirms that he/she is so authorised. The Group Leader is responsible for making all payments due to us. The Group Leader must be at least 18 when the booking is made.

The completed signed booking form must then be sent to us together with the payments referred to in the clause “Payment” below.

Subject to the availability of your chosen arrangements, we will confirm your tour by issuing a confirmation invoice. This invoice will be sent to the Group Leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

Your Tour Contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the Group Leader. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (“claim”) (except as set out below). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought

in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

Your Financial Protection

We provide security for the monies that you pay for the package tours booked from WST and your repatriation in the event of our insolvency, as required by the Package Travel, Package Holidays and Package Tour Regulations 1992. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9233). When you buy an ATOL protected flight, or flight inclusive tour* from us, you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with 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).

*The flights and flight- inclusive tours we arrange are ATOL protected providing they are made available in the UK. For further information visit the ATOL website at www.atol.org.uk.

We are a member of ABTA (ABTA number V6133). If your tour does not include flights, ABTA will financially protect your tour by ensuring you receive a refund or, if your arrangements include return travel to the UK (other than flights) you are returned to the UK in the event that your tour cannot be provided as a result of our insolvency. Please go to www.abta.com for a copy of the guide to ABTA's scheme of Financial Protection.

ABTA and ABTA members help tour makers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA at 30 Park Street, London, SE1 9EQ or see www.abta.com

Arbitration

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the tour. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes

relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts / omissions of the supplier.

Special requests and medical conditions / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your tour or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. Prior to making your confirmed booking, we will send you a mobility checklist for you to complete and return to us.

In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your tour develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we 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 we become aware of these details].

Your Tour Price

We reserve the right to alter the prices of any of the bookings shown in our brochures or offered by us. You will be advised of the current price of the tour that you wish to book before your contract is confirmed. When you make your booking you must pay a deposit per person (see chart below). The balance of the price of your travel arrangements (your Balance Due Date) must be paid at least 12 weeks before your departure date. If the booking is made within 12 weeks of travel, full payment is due at the time of your booking. If we do not receive all payments due in full and on time, we are entitled to assume that you wish to cancel your booking. In this case we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment you must pay the cancellation charges shown below under "If You Cancel Your Booking" depending on the date we reasonably treat your booking as cancelled.

	Deposit per paying person
Total tour cost per person up to £150	£30
Total tour cost per person over £150 and up to £220	£50
Total tour cost per person over £220	£75
If your package includes flights, Eurostar or rail	£150

The prices shown on our website were calculated on 6th February 2019 on the basis of then known costs and exchange rates of £1 to 1.1393 for Euro and 1.2964 for Dollar, as shown in the Financial Times Guide to World Currencies on that date.

We reserve the right to increase / decrease and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen tour has been confirmed at the time of booking, then subject to the correction of errors, we 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 our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your tour.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 8% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another tour from us as referred to in clause "If We Change or Cancel Your Tour".

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause "If We Change or Cancel Your Tour" below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your tour as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 20 days of departure. No refund will be payable if any decrease in our costs occurs during this period either.

If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in anyway, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to your booking must be made in writing by the Group Leader. Any changes made will incur the appropriate costs associated with the change given to us by the suppliers. Any amendments made within 8 weeks of travel will be subject to a £20 administration fee. Any amendments/cancellations to flight tours are subject to the specific airline amendment/cancellation charges. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. flight tickets, see above) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangement.

If You Cancel Your Booking

Should you or any member of your party need to cancel your tour once it has been confirmed, the Group Leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Notice Period	Penalty
Charge prior to Balance Due Date	Loss of all deposit payments
Balance Due Date - 56 days before departure	50% of tour cost
55 – 30 days before departure	70% of tour cost
29 – 0 days before departure	100% of tour cost

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

If We Change or Cancel Your Tour

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Please note, our tours require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular tour have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason at least 6 weeks prior to departure of your tour.

Most of these changes will be minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your tour. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient

for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (For significant changes) Accepting the changed arrangements or
- (b) Purchasing an alternative tour from us, of a similar standard to that originally booked if available. We will offer you at least one alternative tour of equivalent or higher standard for which you will not be asked to pay any more than the price of the original tour. If this tour is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the tour we specifically offer you, you may choose any of our other available tours. You must pay the applicable price of any such tour. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us within 14 days of cancellation.

If we have to make a significant change or cancel we will as a minimum, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

Period before departure within which notice of Cancellation or major change is received by us or notified to you	If we make a major change to your tour	If we cancel your tour
	Amount you will receive from us per paying person	Amount you will receive from us
More than 42 days	£0	All monies paid
More than 29 days	£5	100% of tour cost (+£.)
More than 15 days	£7	100% of tour cost (+£.)
Less than one day	£10	100% of tour cost (+£.)

Very rarely, we may be forced by "force majeure" (see clause "Force Majeure" below) to change or terminate your tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "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 avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control

If You Have a Complaint

If you have a problem during your tour, please inform our local representative or Tour Manager accompanying your group or the relevant supplier (e.g. your hotelier), immediately who will endeavour to put things right. If your complaint is not resolved locally, you should notify us by phone from the resort. Until we know about a complaint or problem, we cannot begin to resolve it. If you remain dissatisfied you must write to us within 28 days of your return home giving full details of your complaint. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

Our Liability to You

(1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted tour arrangements are not provided as promised 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, your contracted tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- 'force majeure' as defined the clause "Force Majeure" above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable tour maker to refuse to take the tour in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause "Our Liability to You" (1) 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 we have not exercised reasonable skill and care.

(5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1,500 per person affected unless a lower limitation applies to your claim under this clause or clause "Our Liability to You"(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause "Our Liability to You" (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(6) 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, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you 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 for international travel by sea (as amended by the 2002 protocol where applicable) and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you 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 us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our

employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses including self-employed loss of earnings.

Conditions of suppliers

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause "Our Liability to You (6)"). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on tour) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause "Our Liability to You (1)" of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your tour, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a tour with us, we will pass on this information at the time of booking

Insurance

We consider adequate travel insurance to be essential. It is our policy to INCLUDE travel insurance in all quotations. Please take time to read your insurance key facts. If you do not want to take out our insurance please advise us at the time of your enquiry or booking. You will need to confirm in writing that you are making alternative travel insurance arrangements. Please contact us if you would like to see a sample policy. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

Passport, Visa and Health Requirements

The passport and visa requirements applicable at the time of printing to British citizens for the tours we offer are shown on www.fco.gov.uk. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your tour. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

Details of any compulsory health requirements applicable to British citizens for your tour are shown www.fco.gov.uk. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website www.dh.gov.uk and from most Post Offices. For tours in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website www.dh.gov.uk). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the Group Leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly

Flights

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm.

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause "If we Change or Cancel Your Tour" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

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

Delay and Denied Boarding Regulations

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations

(see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure. Except where otherwise stated in our brochure or on our website, we regret we cannot provide any assistance in such circumstances other than information and advice to the extent we are in a position to do so.

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure]. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause "Our Liability to You (2)" of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your tour arrangements.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – Referring Your Complaint to the CAA .

Travelling to the USA - ESTA Requirements

It is now a mandatory requirement when travelling to the USA to register for Electronic Travel Authority and receive travel authorisation via ESTA prior to travel.

Passengers who have failed to apply for and receive travel authorisation may be denied boarding, experience delayed processing or be denied admission into the USA. There is an online application form available at <https://esta.cbp.dhs.gov> A fee of \$14 will be charged for each new application or for a renewed ESTA. All Payments must be made by credit or debit card when applying for or renewing an ESTA. The ESTA system accepts the following credit/debit cards: MasterCard, VISA, American Express, and Discover. Your application will not be submitted for processing until all payment information is received. You must apply for authorisation a minimum of 72 hours prior to travel. Your ESTA will be valid for up to two years, or until your passport expires - whichever comes first. It is also valid for multiple entries to the US. However you must amend any necessary data, such as date of travel and your address whilst in the US. Please remember that issue of ESTA does not guarantee admissibility to the United States - it is only part of the travel approval process. All queries in relation to this requirement should be addressed via the US Embassy Consular department.

Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.fco.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure.

Behaviour and damage

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

Marketing

WST Travel Ltd may use your written feedback in promotional materials. If you do not wish to be quoted, please inform a member of staff on written feedback information. The WST, Study Experiences and Sport Experiences websites are our responsibility, as your tour operator. They are not issued on behalf of, and does not commit any organisation or company whose services are used in the course of your travel arrangements.

Brochure / website / advertising material accuracy

The information contained in our brochures, on our websites and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen tour (including the price) with us at the time of booking.

Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

Data Protection

To find out more about how we comply with GDPR please see our privacy policy [here](#). This is also provided as a link in your quotation and provisional letter. If you would like a printed copy please contact WST.