

## FOR EQUITY INSPIRING LEARNING LTD

### 1. YOUR CONTRACT WITH US

1.1 These Booking Conditions and our Privacy Policy ([www.equity.co.uk/privacy-policy](http://www.equity.co.uk/privacy-policy)), together with any and all other written information we provide to you, form the basis of your contract with us (the "Contract"). Please read these Booking Conditions carefully as they, together with the Contract, set out and explain the responsibilities and obligations undertaken by all parties when you make a booking with us.

1.2 Equity Inspiring Learning Limited trade as: Equity School Travel, Equity Student, and Equity Ski and have a registered number 03207690 and a registered office at, 3rd Floor, 100 -101 Queens Road, Brighton, East Sussex, BN1 3XF (hereinafter "we" or "us" or "our"). References to 'you' means the party leader (see below) and all persons named on the booking (including anyone who is later added or substituted), or any one of them, as applicable.

1.3 In making a booking, the person representing the school or educational body, "The Party Leader" warrants that they are the authorised representative of the educational establishment and thereby have the authority to:

- (i) legally bind the educational establishment to the Contract; and
- (ii) make the booking (and any amendments) on behalf of on behalf of the educational establishment and all party members;
- (iii) be our sole point of correspondence and contact.

Further, the Party Leader shall be liable for:

- (iv) The full payment of any and all deposit(s) in addition to the outstanding balance;
- (v) The payment of any amendment fees or cancellation charges;
- (vi) The confirming all party member details to our reservation team;



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(vii) The passing on to all party members of any and all information issued by us including, without limitation, copies of our confirmation invoices and these booking conditions.

1.4 By asking us to confirm your booking, you are regarded as having read, understood and agreed to the Contract before you make any payment to us. A booking will exist as soon as we issue a booking confirmation invoice to you.

Please note, any variations or amendments to these Booking Conditions and our Contract with you will only be valid if expressly agreed by us, in writing.

1.5 The combination of travel services offered to you is a package within the meaning of the Package

Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all rights applying to packages. We will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 is available at <https://www.legislation.gov.uk/uksi/2018/634/contents/made>.

## 2. PROTECTING YOUR MONEY

2.1 We provide full financial protection for our package tours, that include flights, by way of our Air Travel Organisers License (ATOL) number 2680 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex RH6 0YR telephone 0333 103 6350, [www.caa.co.uk](http://www.caa.co.uk). When you buy an ATOL protected flight inclusive tour from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong.

We will provide you with services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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



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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 credit card issuer where applicable)

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reason 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 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 (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that body has paid sums you have claimed under the ATOL scheme.

## 2.2 For bookings made prior to and including 31 March 2020:

For NON AIR TRAVEL BOOKINGS, we provide financial protection for our tours by way of an insurance policy with HDI Global SE UK Ltd, through Towergate Travel. In the event of any incident likely to give rise to a claim the Lead Name(s) and/or Passenger(s) shall give immediate notification (but in no event later than 14 days) to the Claims Department at [claims@affirmainsurance.com](mailto:claims@affirmainsurance.com) Policy exclusions: This policy will not cover any monies paid for Travel Insurance.

## 2.3 For Bookings confirmed from 1st MAY 2020:

When you buy a package tour that does not include a flight, we provide full financial protection for the tour by way of a bond held by ABTA The Travel Association, 30 Park Street, London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk). You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of monies you have paid.

## 3. ABTA

We are a member of ABTA, membership number V5376. We are obliged to maintain a high standard of service following ABTA's Code of



Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to [www.abta.com](http://www.abta.com) for ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

#### 4. BOOKING AND PAYING FOR YOUR TOUR

4.1 Prior to making your booking, we will provide you with an itinerary proposal which will set out our current, indicative pricing for the tour, which may be subject to price changes, in accordance with Clause 5, prior to you making a booking with us. Once you have confirmed your intention to proceed with the proposal, we will raise a formal quote which will confirm actual pricing and will be valid for 7 days from the date of issue, or as otherwise expressly agreed in writing between the parties.

4.2 A booking will exist when we issue you with a booking confirmation invoice, that will confirm the details of your booking and Contract with us. Upon receipt, if you believe that any details are wrong, you must advise us immediately in writing to your Account Manager, as changes cannot be made without mutual agreement and may not be possible at a later stage.

We will not be responsible for any loss or expense, nor shall we pay any compensation if we are not notified of any inaccuracies within five days of our sending the booking confirmation invoice to you.

#### Deposits:

4.3 A deposit will need to be paid at the time that you make a booking with us, in order for us to secure your travel arrangements. The deposit may be made up of a single payment, or several payments. In the case of several payments, the sum of the payments shall be deemed to be the overall deposit.

The deposits are due in accordance with the time scales set out below:

#### Deposit payments (per person) and due dates (unless otherwise expressly agreed in writing by us).

Payment per paying	Deposit Date	UK Trips	European Destinations	European Destinations	Worldwide Destinations
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passenger		(under £400)	(over £400)	
1st Deposit:	On confirmation	£40	£80	£100
2nd Deposit: *	After 8 weeks	£50	£120	£200
3rd Deposit: *	12 weeks from confirmation	£50	-	£100
Final Balance	12 weeks before departure			

(i) Where your booking is made within 6 months of your departure date, the sum of all the deposits due for that region will be payable at the time of booking.

(ii) Where your booking is made 12 weeks or less before your departure date (a "late booking"), full payment (which shall be the sum of all the deposit(s) due plus the remaining balance) will be payable at the time of booking.

4.4 We reserve the right to charge a greater first deposit or request payment by a certain date to confirm certain tour arrangements (for example, where airlines require full payment at time of booking); if this is the case you will be advised of such payment terms at the time of booking.

#### Final Balance:

4.5 A final invoice for the balance due will be sent to The Party Leader approximately 16 weeks prior to your departure date. Subject to Clause 6, the final balance is due no later than 12 weeks before your departure date. Where this date falls within a school holiday when payment cannot be made, the balance must be paid by the last working day of the preceding school term. Payment should be made by bank transfer where possible. If payment is made by cheque you should allow 5 working days for clearance from the time we receive it.

Any monies paid to The Party Leader in respect of the persons named on the booking are held by The Party Leader on behalf of the persons named on the booking, until such a time that we have confirmed your booking to you, after which all monies held by The Party Leader shall be held on account for Equity Travel and shall be payable to Equity Travel.

4.6 If we do not receive the deposit(s) and final balances in full and on time, including any supplementary charges, where applicable, we reserve the right to treat your booking as being cancelled by you, in which case the cancellation charges set out in clause 6 (cancellations) will become payable and you will also forfeit any and all deposits paid to us. Alternatively, should you still wish to proceed with your booking, we reserve the right to pass on any resulting increase in tour price and any changes to your resort and/or accommodation that become due or applicable, as a result of you not paying any sums on time and us not being able to secure your original travel arrangements.

For the avoidance of doubt, any missed payment deadlines including, but not limited to, due dates for deposits and final balance, amendment fees, name change fees or supplementary surcharges, will be treated as being a cancellation of your booking by you and, in accordance with Clauses 2 and 6, your deposits will be forfeited and cancellations charges will be payable.

If you pay using a corporate credit or debit card, you will be charged a fee of up to 1.95%. The actual amount of the fee will be stated at the time of payment. Once a booking has been confirmed by us, we reserve the right, in our absolute discretion, to proceed with making your travel arrangements. Should you wish to subsequently cancel or transfer your booking, then clause 6 of these Booking Conditions shall apply.

## 5. PRICES

**5.1 Advertised prices:** All prices that we advertise are correct at the date published and prices on our websites are updated regularly. Although we make every effort to ensure the accuracy of the website information and prices, we reserve the right to correct any obvious errors and update our advertised prices at any time. Prices are obtained from suppliers in advance and may have changed by the time you come to book your trip; before you confirm your booking, we will give you the up-to-date price of your chosen tour including the cost of any supplements, upgrades or additional facilities which you have requested.

### 5.2 Adult and Student Prices

We strive to ensure that student prices will be applicable to pupils up to the age of 18 years of age however, student ages and prices remain at the discretion of the individual supplier(s). We reserve the right to pass on adult and student prices to you as we are charged. If your party consists of students over 18 years of age, please advise us at the initial enquiry stage

because an adult supplement is applicable for clients over 18 years of age at time of travel. Additional adults in excess of the free places offered can normally be accepted at a supplementary charge quoted by our office.

### **5.3 Locally Charged Taxes**

Please be aware that many European cities are introducing tourist tax, resort fees or similar that is payable in local currency on arrival at your hotel, or at the departure airport. These taxes have been introduced by local governments to improve tourist infrastructure. We do not accept any liability for these costs, which must be paid by you - and they are not included within your tour price.

### **5.4 Flight Prices & Advanced Registration**

Some airlines will request the full payment for flights at the time of booking; whilst we endeavour that your deposit payment will cover this amount, we may have to request a further deposit payment from you in order to guarantee your flights.

We are unable to book such flights until your deposits have cleared into our account and we have received a passenger list from you. In the event that the cost of the flight changes within this period, we reserve the right to charge you the new flight cost.

If your flights are not on sale when confirming your trip, we will give you a reasonable indication of the expected price of the tour, based on an estimate of the flight seat costs. We reserve the right to amend the final price of your tour once the actual flights costs are known and are bookable. In making a booking with us, you agree that the price of your trip may increase (or decrease) based on the cost of the flights, once they have been made available to book by the carrier. We shall notify you of any variation to the price of your tour when the flights are available to book and, in the event that the increase in cost is over 8% and you wish to cancel or change your tour, you must advise us within 7 days.

### **5.5 Air Passenger Duty**

Air Passenger Duty (APD) will be charged where applicable, in accordance with government guidelines. On confirmation of your tour, we will apply Air Passenger Duty (APD) to all paying adults and students travelling to, or from the UK. Subsequently, on receipt of your Advanced Passenger Information that shall confirm the details of any persons under the age of 16, we will remove from your invoice the APD charge for all passengers aged 15 or under. Groups not travelling to, or from the UK will not be charged.



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## 6. IF YOU CHANGE OR CANCEL YOUR BOOKING

If after our confirmation invoice has been issued, you wish to change your travel arrangements in any way we will try to make these changes but it may not always be possible. If you wish to cancel or amend all or part of your booking, The Party Leader must advise us in writing as soon as possible. Without prejudice to clause 4, a cancellation or amendment is only effective when received in writing by the company. **Please note that certain travel arrangements (for example, but not limited to; flight/rail tickets) 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.**

**6.1 Amendments** Whilst we will do our best to assist, we cannot guarantee that we will be able to meet any requested change or addition. Where we can meet a request, all changes and additions will be subject to payment of an amendment fee per individual, per change (as set out in the table below) in addition to any applicable rate changes or any extra costs or charges incurred or imposed by any of our suppliers ("Total amendment cost"); all costs related to the requested change are payable by you. You should be aware that these costs could increase the closer to the departure date that changes are made, as per the schedule below, and you should contact us as soon as possible.

**Amendment cost based on days before departure and are applied per person per change.**

More than 90 days:	Total amendment cost
89 - 0 days:	Total amendment cost + £50 amendment fee

**(i) Name changes for International trips by air, coach and train:**

We do not accept any responsibility for incorrect/abbreviated names submitted to us and any subsequent amendments will be dealt with as a name change and will incur the applicable charges outlined above. Passenger information (including full name, age at time of travel, gender) is requested and required at time of booking and, without prejudice to clause 4, if your invoice settlement is overdue at the time of requesting a name change this must be paid in full before the change can be made. Payments must be made before any amendments can take effect.

## 6.2 Cancellations

Since we incur costs in cancelling your arrangements, in the event that you wish to cancel your booking you will have to pay the applicable cancellation charges shown below, except in the case of unavoidable and extraordinary circumstances. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess and premium) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Period before departure within which written notice of cancellation is received by us and/or you have deemed to have cancelled your booking under clause 4.	Amount of cancellation charge shown as % of your total tour price
84 days or more	All deposits paid and or due for payment but not paid as per the booking's payment schedule..
83 – 36 days	70%
35 – or less	100%

In the event that you wish to change the number of adult and/or child passengers in your booking, we reserve the right to re-cost the price of your tour and charge you for any additional costs, which may result in a higher price being charged for the remaining group members.

6.3 You can transfer a booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 21 days before departure (but, in any event, no later than 7 days before departure). Both the former and the new traveller are responsible for paying all costs we incur in making the transfer, including the amendment fee.

## 6.4 For bookings made after 13th October 2022

The cost of any flights is non-refundable after they have been purchased where the airline applies a 100% cancellation charge after booking (which is usually the case where full payment has to be made at the time of booking). This cost may exceed the deposit(s) paid. If this is the case, the amount by which the flight cost exceeds the deposit(s) paid will be payable in addition to the deposit(s) for the group members who are cancelling.

## 7. CUTTING YOUR TOUR SHORT

If you choose or are forced to return home early, we shall not be liable for any refunds for any services you have not used, nor shall we be liable for any, price reduction, costs or other expenses that you may incur, as a result.

## 8. IF WE CHANGE YOUR BOOKING

**8.1 CHANGES TO THE PRICE** We can change your price after you've booked where the price increase is a direct consequence of changes in (i) the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or (iii) exchange rates relevant to the tour. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later. If this results in an increase equivalent to more than 8% of the price of your travel arrangements you will have the option of accepting a change to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

Should the price of your tour go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

### 8.2 CHANGES OTHER THAN PRICE

It is a term of this booking that we are able to make changes to any aspect of your booking. Most changes will be categorised as minor such as, but not limited to, changes to the overseas airport, airline, aircraft, ferries or coaches used, changes to departure/arrival times of less than 12 hours, the withdrawal of certain facilities in the accommodation and/or resort, or a change of hotel to an equivalent or a higher standard.

Occasionally, we have to make a significant change which may include 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 resort area for the whole or a major part of the time you are away; a change of outbound or inbound departure time of 12 or more hours; and a change of UK departure point (except as between Heathrow, Gatwick, Stansted, London Southend or Luton and instances where we offer connecting transportation). If we make a significant change, you will have the rights as set out below:

1. Accepting the changed arrangements; or
2. Having a refund of monies paid (including a refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy); or
3. Accepting an alternative Tour from us, where we are able to offer one, (we will refund the price difference if the alternative is of a lower).

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescales given your booking may be cancelled.

We will pay the compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

<b>Period before departure within which a 'significant change' is notified to you</b>	<b>Amount you will receive from us by way of compensation</b>
More than 70 days	Nil
35 – 70 days	£5
15-34 days	£10
14 days or less	£15

## 9. IF WE CANCEL YOUR BOOKING

We reserve the right to cancel your booking. We start planning tours many months in advance and we do endeavour to avoid changes or cancellations. Occasionally, we may have to cancel confirmed bookings. We will not cancel less than 12 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance.



the school travel people

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If your tour is cancelled by us, you can either have a refund of all monies paid, or accept an alternative tour of a comparable standard from us if we can offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

1. Provide an appropriate refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
2. Pay compensation as detailed in clause 8 except where the cancellation is due to unavoidable and extraordinary circumstances, that shall include without limitation the UK Foreign, Commonwealth & Development Office (FCDO) advice against all but essential travel.
3. **UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES**

Except where stated in these Booking Conditions, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual 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 unavoidable and extraordinary circumstances.

In these Booking Conditions unavoidable and extraordinary means any event or circumstances 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 but shall not be limited to: war (whether actual or threatened), riot, civil strife, terrorist activity or its consequences, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic eruption, epidemics, pandemics, health risks, fire, flood, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion, flight or other travel restrictions imposed by any regulatory authority or other third party, sanctions and any other action or advice from governments in the UK or overseas and all other events situations which are outside of our, or our suppliers' control.

In the event of that the FCDO advises against all but essential travel prior to your departure, or we are unable or prevented from providing or performing our obligations to you, we shall offer you a deferment of your trip to a later date; or an alternative trip (where available); or a refund credit note (subject to ATOL guidelines).

Very rarely, we may be forced to change or terminate your Tour after your Departure, but before the scheduled end of your Tour, as a result of unavoidable and extraordinary events. In this very unusual situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any costs or expenses incurred by you as a result.

#### **10. LIABILITY AND RESPONSIBILITY**

10.1 We will take reasonable skill and care to properly perform our contractual obligations to you. We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents or suppliers in making, performing or providing, as applicable, your contracted Tour arrangements. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction.

10.2 We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any nature or description whatsoever which results from:

1. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; and/or;
2. the act(s) and/or omission(s) of a third party not connected with the provision of the services; or
3. Unavoidable or extraordinary circumstances as defined in clause 10 above

10.3 We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, but shall not be limited to, (i) any additional services or facilities which your accommodation or any other supplier agrees to provide for you where the services or facilities are not advertised on our website as forming part of your tour arrangements and we have not agreed to arrange them as part of our contract and (ii) any activity or excursion you purchase in destination.

10.4 The services and facilities included in your tour will be deemed to be provided with reasonable skill and care if they comply with the laws and applicable standards of the country in which your claim or complaint occurred. This will be the case even if the services or facilities did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

10.5. Loss of and/or damage to any luggage or personal possessions and money, Where we are found liable for loss of and/or damage to any luggage or personal possessions, (including money), the maximum amount is limited to the excess amount payable under your insurance policy per person affected. You are required to have taken out adequate insurance at the time of booking.

10.6. for all claims, except those in Clause 10.5, that do not involve personal injury or death, the maximum amount we will have to pay you is three times the price paid by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under clause 10.7 below. This maximum amount will only be payable where it is deemed that your group have not received any benefit at all from your booking.

10.7 We are to be regarded as having all benefit of any limitation of compensation contained in these Booking Conditions or any other applicable convention(s). Where flights, sea, rail and/or hotels are included in your booking, your journey may be subject to certain conditions of carriage and International Conventions. In addition, you agree that the airline and/or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge and agree that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your Contract with us, as well as with the airline and/or transport company. You can ask us to provide you with a copy of any conditions applicable to your journey. The airline's terms and conditions are available on request. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines.

10.8 In any circumstances in which a carrier is liable to you by virtue of EC Regulation 261/2004 - the Denied Boarding Regulations, any reimbursement, accommodation and/or refreshments in such cases, is the responsibility of the airline and will not automatically entitle you to a refund of your tour cost from us. 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.

10.9 When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any supplier or the transport provider or hotelier for the complaint or claim in question.

10.10 Where any payment is made, that the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

10.11 We cannot accept any liability for any damage, claim, loss or expense or other sum(s) of any description which (i) did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers; (ii) relate to any other business (including any loss of earnings incurred by anyone who is self-employed); 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;

10.12 We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on tour.

We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(a) If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

(i) Postponing your tour to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay

full cancellation charges on some elements of your tour, such as the flight, as well any increase in cost imposed by other suppliers);

- (ii) If not everyone on the booking is affected, you will have the right to transfer that place on the tour to another person nominated by you or The Party Leader, subject always to the requirements of clause 6.3;
- (iii) Cancelling the tour, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your tour, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your tour, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

- (b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the tour, or that portion of the tour.

10.13 You also acknowledge that the suppliers providing your tour, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the tour and all measures will be taken with the purpose of securing your safety and those around you.

## 11. IF YOU HAVE A COMPLAINT



If you have a complaint about any of the services included in your tour, you must inform our representative travelling with you - or in resort (if applicable) - or our Emergency contact (details of which are listed on your itinerary) without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department giving your booking reference and all other relevant information. Please keep your correspondence concise and to the point. If you fail to follow the requirement to report your complaint in resort we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 3 above on ABTA.

## 12. INSURANCE

Comprehensive, adequate and valid travel insurance for your chosen tour is compulsory and it is a condition of accepting your booking that you agree you and the tour participants will have obtained adequate and valid travel insurance effective from the date that you make your booking. You are strongly advised to insure your party against any possible risk that may occur and in particular force majeure events. Some policies can exclude winter or adventure sports, so you must check your cover to ensure that it includes, for example, medical expenses; repatriation; mountain rescue; cancellation, curtailment and legal expenses cover.

## 13. PASSPORTS & VISAS

13.1 Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates.

It is the sole responsibility of the traveller or their legal guardians to:

- (a) identify the visa requirements for their child (including but not limited to transit visas for airport transfers);
- (b) obtain such visas;
- (c) ensure the continued validity of such visas throughout the entire travel period; and

(d) ensure their child carries the required visa or residency permit for re-entry into their country of origin.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities.

By way of guidance most countries now require passports to be valid for at least 6 months on date of arrival.

If your passport is in its final year you should check with the Embassy of the country you are visiting. For further information contact the Passport Office of your country of origin and your destination entry requirement.

Please be aware special conditions apply for travel to both the USA and Canada, and all passengers must have individual machine readable passports and have a valid Electronic System for Travel Authorisation (ESTA) for the USA or Electronic Travel Authorisation (ETA) for Canada.

Visa and entry requirements do change from time to time and it is the responsibility of The Party Leader to ensure that all tour participants have the correct documentation for travel and entry.

You must also check and continue to check the relevant governmental websites (such as <https://www.gov.uk/foreign-travel-advice> and <https://travelhealthpro.org.uk/>) prior to travel to ensure that you comply with any travel restrictions, quarantine requirements and/or health requirements (including any tests, vaccinations or health certifications that may be required).

### **13.2 From January 1 2021 for travel to EU member states**

(i) Visas: EU (Schengen area only) and UK citizens will not require short stay visas for leisure travel of up to 90 days in any 180 day period. For Bulgaria, Croatia, Cyprus and Romania, visits to other EU countries will not count towards the 90 day total in any 180 day period;

(ii) ETIAS: A European Travel Information and Authorisation System (akin to US ESTA) is planned to be introduced from the end of 2022, for travel to EU member states. An ETIAS will be valid for 3 years and will need to be applied for prior to departure (online application);



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- (iii) Airport Transit Visa: certain 3rd country nationals (UK nationals travelling on UK passports are exempt) will require an airport transit visa for travel between UK and other third countries, when transiting via a EU member state (except for Ireland, Iceland, Norway & Switzerland). Airport Transit Visas should be obtained from the consulate of the country where the transit shall occur;
- (iv) Passports: except for travel to Ireland, passports should have at least 6 months validity remaining on them and be less than 10 years old, from the date of travel;
- (v) Border checks: UK citizens will not be able to use the EEA/EU passport/customs channels at EU airports/ports;
- (vi) Evidence of passport validity, purpose of travel, return or onward tickets and sufficient funds for the duration of the stay, may be required at immigration;
- (vii) Driving: except for Norway, International driving permits will not be required for driving in the EU, if the traveller has a card-style driving licence;
- (viii) Health: any current European Health Insurance Cards (EHICs) will continue to be valid for travel in the EU (a UK passport can be used to obtain emergency treatment in Norway). On expiry of the EHIC, travellers to the EU will be able to apply for a UK Global Health Insurance Card (GHIC) providing similar healthcare. For travel to Switzerland, Norway, Iceland or Liechtenstein - travellers should ensure that sufficient travel insurance is in place which includes cover for medical treatment and expenses. Health checks, vaccinations and quarantine requirements may also apply;
- (ix) Tax Free Shopping: duty free shopping will be available for outbound and inbound routes. VAT refunds may also be obtained on certain goods bought in the EU (documents will need to be completed and presented at the EU departure airport, on return);
- (x) Consulates & Assistance: travellers should check to see if there is a British Embassy, High Commission or Consulate in the country to which they are travelling: (<https://www.gov.uk/world/embassies>);

- (xi) Taking food and drink into the EU: meat, milk or products containing them (except for certain amounts of powdered infant milk, infant food, or pet food required for medical reasons) are not permitted to be taken into the EU from the UK;
- (xii) Taking plants and plant products into the EU: certificates will be required in order to take certain plants and plant products into EU countries;
- (xiii) Credit Card Fees: where a UK customer buys from a EEA member state business (using a card issued by a UK payment service provider) a credit card charge can be applied by the EEA member state business;
- (xiv) Mobile Roaming Fees: UK mobile operators will be able to charge roaming fees from 1 January 2021 (data notifications for charges exceeding £45 are still required).

### 13.3 Participant Names

It is The Party Leader's responsibility to ensure that all names are given to us in full and as shown on the individuals' passport. **Full participant names are required at time of booking or at an alternative date as agreed by Equity in writing.** We do not accept any responsibility for incorrect/abbreviated names submitted to us and any subsequent amendments will be dealt with as a name change and will incur the applicable charges set out in clause 6.1. Passenger information (including full name, age at time of travel, gender) is requested and required at time booking.

You agree to reimburse us in relation to any fines or other losses, costs or expenses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

### 14. HEALTH REQUIREMENTS

The Party Leader is responsible for passing on any health requirement information to other party members.

Health facilities, hygiene and disease risk vary worldwide. You should take health advice about your specific needs as early as possible. Before travelling we strongly advise you to consult your own medical practitioner who will be in the best position to take into account any relevant personal factors or newly



reported epidemics. If you are prone to illness please ensure that you carry enough medication as some medicines may not be available locally.

If you or any member of your party has any medical problem, disability, or reduced mobility which may affect the Tour arrangements of that person, please tell us before you confirm your booking, so we can advise as to the suitability of the chosen Tour. If we feel unable to properly accommodate the needs of the person concerned, we must reserve the right to advise against booking a particular tour. We will not be liable for any loss arising from your failure to inform us about any medical problem, disability, reduced mobility or special need which might affect your enjoyment or participation on your tour.

We must be informed either at the time of booking, or as soon as possible thereafter, of any guest who is, or becomes, pregnant and who at the time of travelling will be post 28 weeks pregnant. After this point some carriers may refuse travel or will require a relevant medical certificate that confirms the guest has medical approval for flying.

## 15. SPECIAL REQUESTS

We will do our best to meet special requests made by you and pass these on to the appropriate persons provided that they are clearly noted on the booking form or sent to us in writing. Confirmation that a special request has been noted or passed to a supplier is not confirmation that the request will be met. All special requests are subject to availability. Failure to meet any special request will not be a breach of Contract on our part. Any dietary requests will be passed to the suppliers of services, we are not responsible for the failure of a service provider in meeting the requirement. Tour participants should be in contact with the service provider to ensure dietary requirements are met.

## 16. ASSISTANCE

Where you or one of your party is in difficulty, we will provide assistance without undue delay. This may include providing information on health services, consular assistance, assistance with distance communications or helping you find alternative travel arrangements. In the event that the difficulty is caused intentionally by the you or one of your party, or as a result of the negligence of you or one of your party, then we may charge a reasonable fee for providing such assistance.

## 17. AIR AND FERRY TRAVEL

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 [www.equity.co.uk](http://www.equity.co.uk)

@ [tours@equity.co.uk](mailto:tours@equity.co.uk)

 01273 648 248

 [@equitytours](https://www.facebook.com/equitytours)





The carrier(s), flight or ferry timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation by the carrier of whom we have no control. We will ensure that any amended timings will be communicated to you as soon as possible (which may also be during your tour). On peak dates there is heightened pressure on limited services and we may need to amend any timings on the tour. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight or ferry timings will be shown on your tickets which will be dispatched to you approximately two weeks before your departure date. You should check your tickets very carefully and immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit does not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your tour.

## 18. ACCOMMODATION

For certain destinations where we feature more than one accommodation, groups will be allocated to a specific accommodation closer to departure (dates vary based on supplier & destination). Please advise us of your preferred accommodation (request subject to availability). Some properties may not be available on all advertised dates and are booked on a request basis by us. We reserve the right to change your hotel accommodation to an equivalent or higher standard alternative accommodation prior to departure, which shall be deemed to be a minor change.

An increasing number of accommodations require a damage deposit. This will either be shown on your final balance invoice or it will be payable in resort on arrival; it is refunded provided no damage is incurred. We will advise this at the time of booking or as soon as this is made known to us. Any damage incurred greater than the value of the damage deposit will be the sole liability of The Party Leader.

Please note that rooming and room types will vary between hotels and across countries. Accommodations may provide bunk beds, double beds, Austrian twins or in North America, shared queen beds. Please inform us of any rooming requests but please be aware that these may not always be possible

and additional supplements may be applicable. Check in and check out times will vary according to the accommodation and therefore, these will be advised by your Group Coordinator.

Your board basis provided by each accommodation is detailed on your tour quote letter and in your itinerary. We must be advised of allergies or special dietary requirements at enquiry stage so we can advise whether chosen accommodation is suitable.

We cannot guarantee the provision of towels and soap in all of our accommodations and group members should provide their own. In the interest of hygiene, group members should be able to identify and use their own towels. Usage of facilities such as Wi-Fi, swimming pool, hot tubs and saunas are determined by suppliers in accordance with local custom, guidelines, practice or regulations. Charges may apply for facilities. Facilities can be withdrawn at any time at the discretion of the accommodation provider.

Ski accommodations described as offering "doorstep" skiing will be dependent on individual skiers' ability and snow conditions in resort. Where walking distances are quoted, it is based on the guideline time for an adult walking 100m in one minute in standard footwear as timings will vary on footwear and conditions including personal fitness. Free ski bus services may be subject to capacity restrictions.

## 19. CONDUCT AND BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by any member of your party. Full payment for any such damage or loss must be paid direct at the time to us or to the accommodation owner or manager or other supplier of services to whom loss or damage is caused. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

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, (for example but not limited to, any airline pilot, coach driver, accommodation owner or manager, or senior member of our staff), 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 reserve the right within our reasonable discretion and 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. We will also seek recovery of any outlay or losses we incur, including our own legal costs.

The Party Leader accepts responsibility for the good conduct of all participants during the tour and for school trips warrants that the correct ratio of responsible adults will be on active duty at all times to ensure that all participants behave well. Furthermore, it is The Party Leader's responsibility specifically to ensure that:

- (i) All local laws relating to the consumption of alcohol and smoking must at all times be obeyed by participants,
- (ii) No participant consumes alcohol to excess
- (iii) Participants comply with all local laws
- (iv) No participant uses any illegal substances
- (v) No participant smokes in a hotel bedroom or in any other way causes a fire hazard
- (vi) Participants act in a responsible way and do not behave in a way likely to cause damage to property or offence to other people.

## **20. WITHDRAWAL OR LIMITATION OF FACILITIES FOR WHICH WE ARE NOT RESPONSIBLE**

We draw your attention to the following non-exclusive circumstances which fall outside our direct control and where we are not prepared to accept liability. Note that some amenities (e.g. hotel lifts, swimming pools, etc.) require servicing and cleaning and may therefore not be available at all times and their availability is at the discretion of the provider of the service.

Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand; its nature and frequency may be varied and there may be a lack of demand or insufficient numbers in the hotel. Adverse weather may also affect availability of ski areas, ice rinks, bus services, après ski activities or ski lift facilities in which case our suppliers will do their best to offer alternative facilities or activities.



**Piste Closure:** We cannot be held responsible for weather affecting the availability of ski areas. Your travel insurance should be checked to ensure this is covered within your policy.

**Ski School:** We draw your attention to the following:

A total of 4 hours ski school lessons per day with a qualified local ski school are provided as part of the Equity standard package booking. Based on this Equity does not recommend free skiing as an alternative to lessons.

- Equity advises The Party Leaders to check the rulings by country and resort relating to UK leaders and instructors to lead or teach on the mountain – this is not something actively encouraged by Equity and is the responsibility of The Party Leader to check and adhere to local rulings.

**Italian Ski School:** whilst confirmed as a 2 hour lesson, in Italy these lessons usually last approximately 1 hour 50 minutes to allow instructors enough time between lessons.

**Ferries:** Whilst we will make every effort to secure the ferry route of your choice this cannot be guaranteed.

**Coaches:** If you have booked the services of an Equity representative, they may also travel with you on your coach. We also reserve the right to utilise any empty coach seats for our other staff.

Outside of any Equity organised activity sessions led by qualified instructors, you and accompanying school adults as "loco parentis" are responsible for the supervision of students at all times, and is never the responsibility of Equity staff.

Luggage space on all coaches is limited. Each passenger may place one medium-sized case or hold-all weighing not more than 15 kilos in the hold and take one small piece to be placed under the seat or on the overhead rack. We recommend using soft pack luggage rather than hard shell suitcases. For additional luggage requirements, please contact the coach company directly for their advice. We cannot accept responsibility for transporting luggage which cannot be accommodated in the coach hold.

## 21. DATA PROTECTION



Our full Privacy Policy is available to view on our website: [www.equity.co.uk/privacy-policy](http://www.equity.co.uk/privacy-policy) and details how we process personal information in connection with you, your party and your booking(s).

## 22. LAW AND JURISDICTION

The Contracts shall be governed by the law and exclusive jurisdiction of the English Courts.

## 23. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this Clause 24 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

May 2023