

# Booking Terms and Conditions

Please take the time to read the following conditions carefully. They are the basis for the contract between us and will assist you with your future plans. Additional Information for Party Leaders is available in our Party Leader Booking Guides which are provided in provisional booking packs and available on our website.

## 1. CONTRACT

For bookings to UK centres and to overseas centres by coach, the contract is with PGL Travel Ltd, ABTA bonded member V2683. For air groups the contract is with PGL Air Travel Ltd which is protected by the Civil Aviation Authority under ATOL 4630. The registered office for both companies is at Alton Court, Penyard Lane, Ross-on-Wye, Herefordshire, HR9 5GL.

PGL Travel Ltd is a Member of ABTA with membership number V2683. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 68-71 Newnham Street, London, W1T 3 AH Tel: 0207 637 2444 or [www.abta.com](http://www.abta.com).

A contract will only exist when we have received the required deposit and have acknowledged receipt of your completed form by the issue of our official booking confirmation.

The person signing the booking form accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. The contract between us is governed by the Law of England and Wales and any dispute will be dealt with under the exclusive jurisdiction of the Courts of England and Wales.

Any monies paid to an appointed agent will be held by the agent for PGL until they are paid over to PGL.

## 2. DEPOSITS

Before a booking can be considered firm, the Party Leader must confirm in writing an intention to proceed and forward the initial deposit for each paying member of the party as defined on page 58. This deposit is not refundable, unless under the terms of our insurance cover. Please make cheques payable to PGL Travel Ltd., or PGL Air Travel Ltd. if travelling by air.

For UK schools and groups, insurance cover is included and commences when the deposit payment is received. Insurance cover can be arranged for non-UK schools and groups at a supplement.

## 3. PAYMENT

We require an interim payment as defined on page 58 to be paid not more than 8 weeks after due date of the initial deposit.

The final balance must be settled no later than 8 weeks prior to your course or by return of post where receipt of invoice is within 8 weeks.

If interim payments or final balances are not received by the due dates, we reserve the right to charge interest on the amount outstanding, which will be calculated at The Royal Bank of Scotland base rate plus 1% on a daily basis. If payments are more than 2 weeks overdue, this will be a breach of the contract between us, entitling us to treat the booking as cancelled by you. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

## 4. CANCELLATION

In the event of cancellation by a paying member more than 8 weeks before your course, the deposit and any interim payments may be transferred to a substitute member. However, if this is not possible, then the initial deposits will be retained by us.

For cancellations made less than 8 weeks prior to your course, the payments made may be transferred to a substitute member but we reserve the right to charge an administration fee of £20, plus any direct costs incurred.

For air tours, cancellation charges may apply in accordance with section 6b and the individual airline policy.

However, if a transfer is not possible, please write to us IMMEDIATELY giving full details. The cancellation will be subject to the following charges:-

56-29 days before your course:	60%
28-15 days before your course:	80%
14 days or less before your course:	100%

The date of effective cancellation is calculated on the day of receipt of written advice in our Reservations Department.

If any cancellation brings the number of pupils below the minimum number required to qualify for a particular price, then the price will be adjusted accordingly.

Please note that cancellation charges may be reclaimed, via the school party insurance, provided that the cancellation occurs within the terms of the policy - e.g. necessary cancellation due to injury or illness of pupil or parent or parental redundancy, etc.

## 5. PRICE INFORMATION

Our prices are published in good faith, based on the current academic year. If amendments to term dates result in changes to peak dates in 2010 we reserve the right to amend our published price bands. The exchange rate used for overseas courses and quoted below was published in "The Financial Times" on February 13th 2009. £1 = 1.157 Euros

All prices for UK tours are guaranteed, excluding VAT, which is charged in accordance with government legislation. All prices for French trips by coach are guaranteed against any surcharge subject to payments being received by the due dates. If payments are not received by the due dates, your course may be subject to surcharges on currency, unforeseen increases in transportation costs and seaport charges, in addition to any surcharges resulting from governmental action. For tours by air, prices and flight details (if information has been released by airlines) will be confirmed at the time of making a provisional booking, but are subject to a surcharge on the following items: currency, government action, VAT, enforced increases in labour costs, aircraft fuel, overflying charges, airport charges and increases in scheduled air fares.

In all cases where a surcharge is applicable we will absorb an amount equal to 2% of the tour price,

excluding any insurance premium. Only amounts in excess of 2% will be surcharged with a £1 per person administration charge. If this means paying more than 10% of the course price you will be entitled to cancel the course with a full refund of all money paid (minus insurance premiums and any amendment fees incurred). Should you wish to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge advice. You will be notified up to 30 days prior to departure if a surcharge is due on your course.

## 6. ALTERATIONS & AMENDMENTS BY YOU

- On courses by coach, additions to your party are usually possible at any time right up to the day prior to travel. However you must always check with us first by telephoning 0870 405 4444. If any addition is made within 8 weeks of departure we reserve the right to charge an administration fee of £20 per amendment.
- For courses by air it is the party leader's responsibility to ensure that all names are given in full and exactly as shown on the individuals' passport. This information is often required at an early stage of booking and some airlines may not permit name changes. Most however will treat name changes as cancellations and charge accordingly. PGL will pass these charges on to you. Once tickets have been issued or in the case of low cost carriers once names have been received, airlines will usually charge the full cost of the flight if a name is changed. If your final balance is overdue at the time of requesting this change this also must be paid in full before the change can be made.

## 7. IF WE ARE FORCED TO CHANGE THINGS

The arrangements announced in this brochure/current price list are given in good faith at the date of printing. Occasionally we have to make changes and we reserve the right to do so at any time. Most changes will be minor and all will be advised at the earliest possible date.

In the unlikely event of it proving necessary to alter significantly or cancel your course, we will offer a suitable alternative if available or 100% refund (within 14 clear days) if we are not able, in our opinion, to offer an alternative course which is comparable.

Compensation will be paid as below, per full fare paying passenger, if we have to make a major change to your course within eight weeks of commencement, unless the change is due to circumstances beyond our reasonable control, including but not limited to: war, riot, civil commotion, act of God, industrial dispute, governmental action, epidemic, disease, adverse weather or natural disaster:

56-29 days:	10% of course price per person
28-15 days:	15% of course price per person
14 days or less:	25% of course price per person

## 8. TRAVEL TICKETS & VOUCHERS

These are valid in conjunction with the particular travel arrangements booked and the route specified. No refund can be made for lost, mislaid, unused, unendorsed or expired tickets, coupons or vouchers. Any details given are provisional and do not commit any airline mentioned to providing a service.

## 9. LIABILITY

We will only accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the tour arrangements which are under our direct control, and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

Please note, however, that we do not accept liability for any air or sea carriers whose individual conditions of carriage apply and are often subject to international agreements.

We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to force majeure such as: war, the threat of war, riot, civil strife, industrial dispute, terrorist activity, natural and nuclear disaster, fire or adverse weather conditions. Our liability in all cases (except those involving illness, injury or death) is limited to 50% of the invoiced tour value per passenger in addition to a full refund.

We cannot be held responsible for the failure or inability of any equipment or computer programme to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

Should you or any member of your party have the misfortune to suffer illness, injury or death during the period of your tour arising out of an activity which does not form part of the arrangements made by us, we shall, where appropriate, give you every help that we can by way of initial assistance, including initial legal costs associated therewith, up to a maximum value of £5,000 per booking form. You must request such assistance within 90 days from the date of the misadventure and in the event of there being a successful claim for costs against a third party or there being suitable insurance policies in force, the costs incurred by us shall be recoverable from you.

## 10. COMPLAINTS PROCEDURE

If there is any problem with your course, we want to be the first to hear about it. It is essential that you contact your centre manager as soon as possible so that we can try to rectify the situation on the spot. In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Notice in writing of any claim or dispute must be received by us within 28 days of the date on which the course ended.

If any dispute on a course booked with PGL Travel Limited cannot be amicably settled, it may be possible to refer it to arbitration under a special scheme arranged by the Institute of Arbitration in conjunction with the Association of British Travel Agents. This scheme provides for a simple and inexpensive method of arbitration on documents alone, with a restricted liability on a customer in respect of costs. 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 form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, except for small compensation claims for minor injury or illness subject to a limit of £1000 per person. Application for arbitration must be made within 9 months of return from the tour. Further details can be supplied by ABTA on request.

## 11. PERSONAL PROPERTY

Your personal property, including baggage, is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibility.

## 12. SUPERVISION

Teachers and/or other adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party. Where applicable, this responsibility is delegated to PGL centre staff, e.g for activity sessions.

In particular, it is the Party Leader's responsibility to ensure that:

- No group member under 18 in the UK and under 16 overseas consumes alcoholic beverages without prior written consent of the parent/guardian.
- No student smokes on PGL coaches, in any accommodation or behaves in any other way which may cause a fire hazard.
- All party members wear the lap belts provided for all journeys by coach. (Not always applicable to coaches sourced overseas)
- No student breaks a UK or local law.

It is understood these matters will have been discussed with pupils prior to your course. If further details are required, please ask for a copy of the UK or Overseas Centres 'Code of Practice' which includes a copy of our 'Code of Conduct' as well as a clarification of responsibilities for the supervision of visiting groups.

## 13. TRAVEL ARRANGEMENTS

### Length of Course

In brochure descriptions, PGL considers Day 1 as the day of arrival at UK centres and the day of departure from the UK port/airport for overseas courses. The final day is the departure day from UK centres and the arrival back at UK port/airport for overseas courses. For schools which have a long journey to and from the UK centre, port or airport, such as schools from the North of England, Scotland and Northern Ireland, the actual number of days involved overall may be greater than the advertised tour length.

### Coach Travel

Please note that coach travel is an optional extra for UK courses. It is included for overseas courses. For travel from/back to your school, we use reliable operators offering modern, comfortable coaches with excellent back-up and breakdown cover. Our coach contract for all tour departures stipulates post 2002 vehicles operated in compliance with strict UK and EU Coaching Regulations including R66 roll-over protection. Coaches used on transfers to airports or UK centres are contracted to be no more than 10 years old. Please note the following details:

- Use of coach:** At overseas centres your coach is available to carry out your own choice of local visits and excursions, subject to EU drivers' hours regulations.
- Drivers' hours:** All itineraries are agreed with coach companies prior to departure and adhere to strict EU driving regulations. All British coaches we use must be fitted with a tachograph to monitor driver hours.
- Seat Belts in Coaches:** By law, all British coaches transporting young people under 16 years of age are required to be fitted with lap belts. Coaches contracted by PGL will conform to this requirement. The Party Leader and other accompanying adults are responsible for ensuring that the lap belts are worn at all times during coach travel. Please note that coaches hired locally on the Continent are not yet subject to the same legislation.
- Cross-Channel Arrangements**  
All cross-Channel arrangements are based on daytime car ferry services or the Eurotunnel service (if requested) and are subject to availability. Unless instructed otherwise, we will book the most convenient crossing available for your group.

### Air Travel

Flights booked may be operated by either a charter or scheduled service of a major airline. Flights will be in tourist class. Please note that: In accordance with EU Directive (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community List' which contains details on air carriers that are subject to an operating ban within the EU Community. Please refer to [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)

### Groups Travelling from Outside Mainland Britain

For parties from Northern Ireland and other off-shore locations inclusive arrangements start at the appropriate UK mainland port/airport. If the tour starts at a port/airport other than in the UK, a supplement may be payable for additional transport arrangements.

### Timings and Itineraries

All itineraries, journey times, timings of ferry crossings/routes specified are given as guidance only and may be subject to change upon final confirmation. Airline schedules will not be agreed until after publication of this brochure. We will advise you of your confirmed flight timings in your Final Information.

### Excursions

Please note that excursions are an optional extra on UK courses unless specifically included in your itinerary. Excursions are an integral part of the course at some overseas centres.

Entrance fees to places of interest are payable in local currency by you on arrival at that visit unless otherwise stated. Where payment has been made in advance by PGL on your behalf for a visit, guided visit or excursion, we cannot refund any monies to the group for non-attendance or cancellation of the visit. The prices we provide for visits and excursions are correct at the time of

printing and we cannot accept responsibility for price changes without notification prior to departure.

All visits and excursions to places of interest are subject to availability. Where a visit is not possible, every effort will be made to find an alternative. Visits are made on the terms and conditions advertised by the place of interest for which PGL can accept no liability, unless payment is made by ourselves as an integral part of your course. Please note that your chosen itinerary is subject to EU drivers' hours regulations.

## 14. ACCOMMODATION

Accommodation arrangements are as specified throughout this brochure or as advised by our Customer Support Team.

## 15. PASSPORTS & VISAS

The Party Leader is entirely responsible for the completion of passport formalities and other personal arrangements which may be necessary, such as visas for non-British citizens. For information concerning individual and collective passports please visit the Home Office Identity and Passport Service website <http://www.ips.gov.uk/passport>.

The destinations featured in this brochure do not currently require British citizens to hold a visa. Non-British passport holders are advised to check with the relevant Consulate/s with regard to individual visa requirements. Collective Passports for pupils aged 17 years or under are currently accepted by all the countries we visit.

## 16. HEALTH MATTERS

The Party Leader signing the Booking Form is entirely responsible for passing on any health requirement information to other party members. Party Leaders may wish to refer to the Department of Health leaflet T7.2 'Health Advice for Travellers' which offers health information for all destinations. Copies are available from Post Offices nationwide. Although PGL's extensive insurance covers the cost of emergency medical treatment abroad, we would still recommend that all party members travelling within the EU have a valid EHIC.

## 17. SPECIAL REQUESTS

Any special requests must be clearly notified to us in writing. We do our best to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract. Special requests will only be held to form part of the contract between you and the Company when they have been confirmed in writing to be guaranteed by the Company.

## 18. AGES & ADDITIONAL ADULTS

- Prices are valid for pupils in full time education, aged up to 18 years on the day of departure unless otherwise specified. Pupils in full time education aged over 18 may be required to pay a small supplement. Details of supplements are available on request.
- Accompanying adults over and above the free place allowance may join the course at a supplementary charge, subject to availability of accommodation.
- PGL reserves the right to re-cost the course if more than 30% of the party is aged 21 years and over.

## 19. ADDITIONAL REQUIREMENTS

We are continually working to enable all young people to enjoy the many benefits of our courses and tours. If members of your party have additional requirements, relating for example to disability, culture, diet etc, please provide full details at the time of booking. We will be pleased to undertake a fair assessment of service provision and identify appropriate resources with reference to such considerations as access, successful participation and health and safety.

## 20. DATA PROTECTION

None of the information you provide to PGL in connection with your booking will be divulged to persons unconnected with your course/tour without your express permission. The contact details supplied, including postal address, telephone and email address, will only be used to fulfil course/tour administration and to communicate details of PGL's products and services. The personal information supplied about party members will only be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards.

## 21. BROCHURE INFORMATION

The information contained in this brochure is accurate and correct as far as can be reasonably ascertained on the publication date, May 2009.

If we ascertain ourselves or are notified of any subsequent changes to the details contained herein, we will advise you as soon as is reasonably possible.

## 22. VAT

We can only issue a VAT invoice for courses at our UK centres. Courses overseas fall within the Tour Operators Margin Scheme (TOMS), and therefore it is not possible to issue a VAT invoice.

## 23. PHOTOGRAPHY

We occasionally employ a professional photographer to take pictures for use in PGL promotional material. If any member of your group wishes NOT to appear in any such photography, please let us know prior to your course, and once at centre ensure that the PGL Group Leader with you is also made aware of any such restrictions.

## 24. MARKETING

PGL may use your written feedback in promotional materials whether it reaches us in letters or on our feedback forms. If you do not wish to be quoted, please inform us on any written material you send us.