



# IBT TRAVEL LTD BOOKING CONDITIONS

These Booking Conditions in conjunction with your Confirmation of Booking and the Important Contract Notes form the basis of your contract with IBT Travel Ltd. Please read these carefully as they explain the responsibilities and obligations undertaken by all parties when booking. All bookings are subject to these Booking Conditions. Any waiver of these conditions will not bind the Company to any subsequent waiver or otherwise affect the Company's position.

Please note that it is the "Party Leader's" responsibility to ensure that all participants are aware of the implications contained within our Booking Conditions. Party Leaders are also responsible for passing on any additional information and/or details of correspondence with us to other members of the party.

In these Booking Conditions the term "holiday" means tour, course or other inclusive arrangement. "You" and "your" are references to all persons named on the booking including anyone who is added or substituted at a later stage. The term "us", "our" or "the company" refers to IBT Travel Ltd.

January 2018

## 1. CONTRACT

No contract exists until a completed booking form and deposit has been received by IBT Travel Ltd who will then issue a confirmation of booking. This contract is made on the terms of these booking conditions which are governed by the Scottish law.

## 2. CONFIRMING A BOOKING, DEPOSIT & PAYMENT SCHEDULE

- a) The company does not appoint agents to act on its behalf. Accordingly any monies paid by group members to party leaders are held by party leaders solely as agents of the customer until such time as the Company has received that money.
- b) To confirm your booking please return the first deposit amount stated on your quotation by the date specified along with a completed & signed booking form. IBT Travel Ltd will issue a booking confirmation accepting your reservation by return. A second deposit is due 8 weeks later or by the date specified in your quotation.
- c) The only variation to the above schedule should be by prior consent between the party organiser and IBT Travel Ltd who will issue written confirmation of such an agreement.
- d) The person signing the Booking Form warrants to the company as a fundamental term of the contract that he or she has the authority of each party member (and when a party member is less than 18 years of age the authority of a parent or legal guardian) to contract with the company on behalf of each such member on the basis of these conditions, and that all such persons are aware of these conditions and have agreed to be bound by them.
- e) All deposits paid are non-refundable except in the circumstances detailed in Condition 7.
- f) Approximately 20 weeks before departure we will send you Final Details forms for your party to complete and return to our office no later than 16 weeks before departure.
- g) A balance invoice will be issued approximately 14 weeks before departure (or instead of Confirmation for new bookings received less than 16 weeks before departure) and the company must receive the full amount outstanding no less than 12 weeks before departure.
- h) Should your balance invoice be inaccurate due to last minute alterations to your tour, this does not permit late payment of the final balance which remains due 12 weeks prior to departure. If interim payments or final balances are not received by the due dates, we reserve the right to cancel the booking.
- i) Payments can be made by cheque, bank transfer or credit or debit cards. We reserve the right to pass on a 3% charge for any payment amount made by credit or charge cards.
- j) If your payments are coming through the Local Education Authority we reserve the right to alter your payment dates to include the extra processing time for this payment method. We shall confirm your revised payment dates in writing and ask you to confirm in writing when payments have been passed to the Local Authority and the name of the person in the Authority we can contact to check progress of the payment through the system.
- k) When you contact us to make a booking, we reserve the right to act as your agent for the relevant carrier(s), which will be disclosed as necessary on your documentation.
- l) When we have confirmed your booking, a contract exists under which we accept responsibility for the provision of the services described on your invoice.
- m) No additions, deletions, changes or promises may be made relating to these conditions except by the General Manager or one of the Directors of the Company, in writing.
- n) No amendment, deletion or addition to the price or content of your tour will be binding on the Company unless confirmed in writing by the Company.

Special requests - We are unable to accept "conditional bookings". You are welcome to make special requests but we cannot guarantee that they will be fulfilled. They must be clearly noted on your Booking Form at the time your booking is made. We are unable to accept any special requests on "late bookings", or "special offers". Failure to fulfil a special request cannot be considered a breach of contract on our part.

## 3. CANCELLATION PROCEDURE

- a) We understand that circumstances may arise which can result in the cancellation of one or more members of your party. As we incur costs from the time we confirm your booking the cancellation charges shown in the table below will be applied. All cancellations must be notified to us in writing by the person who signed the booking form and charges will apply from the date this notification is received at our office.
- b) Any person added to the booking form at a later stage will be deemed as having accepted our Terms & Conditions.
- c) Tour Supplements – Unless otherwise agreed, our tour costs are based upon the agreed number of full paying passengers shown on your official tour quotation. If a withdrawal or cancellation(s) reduces the number of full paying pupils below the minimum number required to qualify for a particular tour price then the tour price will be recalculated on the basis of the actual party size.
- d) Flights Booked With Budget Carriers (Ryanair, Easyjet, Jet2 etc.) – As the company pays in full for all flights at time of booking, if you have a cancellation from the group without replacement and the 1st and 2nd deposits (if applicable and/or paid) do not cover the cost of the flight then the difference between the value of deposit(s) received and actual flight cost will be added as an additional cancellation fee. If you have a replacement then the standard name change procedure applies along with any associated charges (see section 6).
- e) Flight Groups - After payment of final balance or issuing of flight tickets or confirmation from a budget carrier, name changes are not always permitted by the carrier (the airline). We will do our best to help the group but most carriers treat late name changes as cancellations and charge accordingly. These charges will be passed on to you. Once airline tickets have been issued, any changes made to the ticket may result in the group having to pay for the cancelled ticket and purchase a new ticket at the full cost. Individual members of your party may be able to reclaim some of these charges if the reason for cancellation is covered under the terms of your holiday insurance.

Period BEFORE departure which written cancellation is received	Amount of cancellation charge as a percentage of tour price
AFTER PAYMENT OF 1ST DEPOSIT BUT BEFORE DUE DATE OF 2ND DEPOSIT	1ST DEPOSIT
AFTER PAYMENT OF 2ND DEPOSIT BUT MORE THAN 84 DAYS	1ST & 2ND DEPOSITS ONLY
29 TO 84 DAYS	70%
15 TO 28 DAYS	85%
14 DAYS AND UNDER	100%

**NOTE: THE PERSON WHO SIGNS THE BOOKING FORM IS RESPONSIBLE FOR NOTIFYING ALL MEMBERS OF THE PARTY OF THEIR OBLIGATION IN RESPECT OF CANCELLATION. IF THEY ARE UNDER 18 YOU MUST NOTIFY THEIR PARENT OR GUARDIAN.**

#### 4. FINANCIAL PROTECTION

All our air tours and flights are protected by the Civil Aviation Authority (no.5916).

When you buy an ATOL protected flight or flight inclusive holiday 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, 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 the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For further information visit the ATOL website at: [www.atol.org.uk/ATOL Certificate](http://www.atol.org.uk/ATOL Certificate)

When you buy a flight-based holiday, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

For package holidays which do not include travel by air we have arranged a bond with ABTA Limited - membership number V0847. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at <http://www.abta.com>

We provide full financial protection for our package holidays.

For flight-based holidays this is through our Air Travel Organiser's Licence number (5916). When you buy an ATOL protected flight or flight inclusive holiday 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 the 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 the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### 5. TOUR PRICES

- Our tour costs are based upon the agreed minimum number of full paying passengers & free staff places shown on your official tour quotation.
- When full first and second deposits have been received, we will protect your free places against cancellation as long as your party size does not decrease by more than 10% of the original number booked.
- At all times, adults travelling in excess of the free place ratio will be charged supplements for accommodation / travel /excursions etc. The exact supplements vary from resort to resort so we would ask that you

please check your tour quotation for the specific details. If more than 20% of your party consists of adults we reserve the right to re-cost your tour.

- Staff family concessions - IBT Travel Ltd offers the following further concessions to groups with a minimum of 30 full paying persons. Persons travelling on these places do not count towards the free place allocation or, for ski tours, the ski instructor ratio. Concessions apply to the basic tour prices only and not to any additional services i.e. paid excursions, supplements, entrance fees or theatre visits.

Infants Under 2 – price on application.

Children 2 to 17 years: Coach tour = 50% of basic student tour price. Air Tour reduction of £75 from basic student tour price.

Spouse / Partner / Child 18 years or over: Coach Tour = 75% of basic student tour price. Air Tour = travels at basic student tour price.

AIR TOURS: 1 child and 1 spouse / partner / child 18 years or over concessions permitted.

COACH TOURS: 2 child concessions and 1 spouse / partner / child 18 years or over concessions permitted.

Children and infants must share a room with their parent(s) and if this means that the adult is on their own in a room then the relevant single room supplement will be charged to the tour account.

- The prices of tours are subject to surcharges if increases occur in currency fluctuation, transportation costs (including fuel), duties, taxes (such as increases in or imposition of VAT or other Government imposed taxes) or fees chargeable for services such as landing taxes, embarkation / disembarkation fees at ports and airports. However there will be no change within 30 days of your departure.
- Calculations to formulate our prices were completed on the 12th January 2018. Exchange rates prevailing that day as quoted by the Royal Bank of Scotland were as follows: -  
GBP 1.00 = EUR 1.0983; USD \$1.3244; CHF 1.2922
- 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, plus an administration charge of £1 per person. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your balance invoice. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, 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.
- All tours by air – Our quoted tour package and minimum number provides an idea of tour cost for budgeting purposes only and does not guarantee the provision of these arrangements. Our prices are based upon special rates and limited allocation on both scheduled and budget airlines. When these allocations are sold then flight prices can increase and affect the selling price of a tour. It is strictly first come first served for the lowest tour prices. We reserve the right to increase or decrease the prices of our tours by air at any time. The exact price of your chosen tour will be confirmed when flight availability has been established. Once your tour cost has been confirmed then, subject to correction of errors, it will not be changed except under circumstances outlined in sections 5d & f.
- All prices include the current Customs & Excise tax on insurance and VAT on overseas holidays. Air Passenger Duty "APD" is included in the price of your trip. In the event that our costs increase as a result of a change in APD, we reserve the right to adjust our prices to reflect those changes.
- In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.
- Please note that our operations fall within the Tour Operators Margin Scheme (TOMS) Please ask for further clarification if required.
- Corrections – We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error and advise you of the changes made. Please note that changes and errors do occasionally occur. You must check the price of your holiday at time of booking.

## 6. CHANGES REQUESTED BY THE PARTY LEADER

If you need to make alterations to the details of your confirmed booking we will do our best to meet the request. However, if this involves a major alteration to the confirmed arrangements, such as a change in departure date or accommodation, we may be liable for cancellation charges on your behalf, and because of this we must reserve the right to treat the original booking as cancelled and apply cancellation charges as shown in section 3. Where we can meet your request, a fee of £40 per amendment will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

Additions to your party – This is usually possible at any time up to the day prior to travel. However, you must always check availability with us first.

Late Additions – If the addition is made after the balance of the tour has been paid then an amendment fee of £20 for each addition will be charged. Also, additions after the balance has been paid are subject to the availability of the services required and may attract a supplement to cover any additional payment costs incurred by IBT Travel Ltd. Please enquire with our office before accepting any additions to your party.

Name Changes: Air Tours (Budget Airlines) – Party leaders must submit a complete list of all passenger names to allow flights to be booked with budget airlines. It is the Party Leader's responsibility to ensure that ALL names given are in full and exactly as shown on an individual's passport (or birth certificate). We do not accept any responsibility for the incorrect/abbreviated names submitted and any subsequent amendments will be viewed as a name change. Party Leader's will be notified when flights have been secured and thereafter any name changes or cancellations will be dealt with in accordance with a specific carrier's terms and conditions. Costs for amendments to passenger names may vary from one carrier to another.

Name Changes: Air Tours (Scheduled Airlines) – Passenger names are normally not required at the point of flights being booked but will be necessary in accordance with the schedule airline's terms and conditions. Party Leader's will be informed well in advance of the date by which names must be confirmed by IBT Travel Ltd to the airline. Once the airline has received and processed the names any subsequent amendments or name changes will be charged at the particular airlines amendment fee plus £20 administration fee. Please note that most scheduled airlines do not allow changes after tickets have been issued (usually 28 days before departure). In this instance the charge is usually the full cost of the flight. Any name changes after this time will be treated as a cancellation and will attract the cancellation charges as laid out in section 3 and the new name treated as an addition to the party.

Name Changes: Coach Tours – All name changes up to 4 weeks before departure are free of charge.

Late Name Changes: Coach & Air tours – any name changes made by you within 4 weeks of departure will be subject to an administration fee of £20 per name change in addition to any costs that may be charged by our suppliers.

General Point – Seats on board the coach or aircraft, ferry crossings, accommodation, and services in resort are only available to the people named on the passenger list issued to you by us. It is a breach of contract for anyone to sell or allocate such services to another person without our knowledge and consent.

## 7. CANCELLATION OR CHANGES MADE BY US

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in our published information both before and after bookings have been confirmed, and we may have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor, such as changes to transport provision (coach or ferry company), changes to accommodation of a similar standard in resort, departure times of less than 12 hours or the withdrawal of certain facilities. Occasionally, we have to make a significant change which includes a change of resort for the whole or a major part of the time you are away or a change of outward departure time or overall length of time you are away of 12 or more hours. All other changes are minor. If we have to make a significant change or we have to cancel, we will tell you as soon as possible, and if there is time to do so, we will offer you the choice of the following options: -

- accepting the changed arrangements or
- purchasing another holiday, of at least comparable standard if available and paying or receiving a refund in respect of any price difference) or
- receiving a full refund of all monies paid.

If we have to make a significant change or cancel on or after the date when the balance of your holiday cost becomes due we will pay you compensation as set out below, subject to the following exceptions.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where 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.

In all cases, our liability for significant changes and cancellations is limited to the above-mentioned options and, where applicable, compensation payments as shown below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure within which written notification of a significant change is sent to the person signing the booking form	Amount of compensation per person (excluding free places)
MORE THAN 70 DAYS	NIL
70 - 35 DAYS BEFORE DEPARTURE	£5 PER PERSON
34 - 15 DAYS BEFORE DEPARTURE	£10 PER PERSON
14 TO 0 DAYS BEFORE DEPARTURE	£15 PER PERSON

Please note if in any way your final payment is delayed you will not be eligible for compensation payment.

Very rarely, we may be forced by Force Majeure (see below) to change or terminate your holiday 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.

Except where otherwise specified in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "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 war or threat of war, riots, civil strife, actual or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events beyond our control.

## 8. LIMITATIONS ON OUR LIABILITY

We promise to make sure that all parts of the holiday we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We also accept responsibility for what our employees, agents and suppliers do or do not do. We will not, however, 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 fault of the person(s) affected or any member(s) of their party
  - the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided
  - an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see condition 7).
  - the fault of anyone who was not carrying out work for us (generally or in particular) at the time.
- In addition, we will not be responsible
- where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday
  - where any problems you suffer did not result from any breach of our contract or other fault of ourselves

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 in our brochure or on our website and we have not agreed to arrange them.

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 holidaymaker to refuse to take the holiday in question.

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 limited to the excess amount payable under the insurance policy we offer per person affected. You are assumed to have taken out adequate insurance at the time of booking.

Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and off the transport

concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, 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 or hotel keeper concerned would have to pay under the international convention which applies to the travel arrangements or hotel stay in question. When making any payment, we are entitled to deduct any money, which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in condition 9. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us if our insurers or we want to enforce any rights, which are transferred.

It is a condition of our acceptance of liability that you notify any claim in accordance with condition 9 "If You Have A Complaint".

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. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in clause 7. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061, [www.auc.org.uk](http://www.auc.org.uk)

## 9. IF YOU HAVE A COMPLAINT

If a problem arises you should report it as quickly as possible to our Representative or Agent and the Supplier so that efforts can be made to rectify it to your satisfaction. Our Representative or Emergency Contact can deal with most problems on the spot, so please do not wait until you get home before reporting a problem. If we are unable to resolve matters the Party Leader must write to our Head Office within 28 days of return, explaining the problem fully. We regret we cannot accept any liability in respect of any complaint or claim not notified entirely in accordance with this clause. We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send you a reply to your initial correspondence.

## 10. WHAT HAPPENS TO COMPLAINTS?

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with this contract, which cannot be settled amicably, may (if you wish) be referred to Arbitration scheme which is arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website. ABTA's approved Alternative Dispute Resolution (ADR) scheme is available through [www.abta.com](http://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 form. 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 £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree to mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

## 11. PROMPT ASSISTANCE IN RESORT

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

## 12. 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.

## 13. SUPERVISORY RESPONSIBILITIES OF THE PARTY LEADER

Once our Booking Form has been signed, the Party Leader accepts responsibility for the good conduct of all participants. Furthermore it is the Party Leader's responsibility specifically to ensure that:

- a) No participant under 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced.
- b) All local laws relating to the consumption of alcohol are at all times obeyed.
- c) No participant smokes in a hotel bedroom or at all in apartments, or in any way causes a fire hazard.
- d) Participants act in a responsible fashion and do not behave in a way likely to cause damage to property or offence to other people.
- e) If the behaviour of any member of any party is causing or is considered likely to cause offence, danger, damage or distress to others, we reserve the right at all times, to cancel or terminate a booking completely. If for example any coach driver, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a booking wherever and whenever necessary. If this situation arises, our responsibility for your tour will cease including any return travel arrangements and we will not be obliged to cover any expenses which may be incurred on the part of the party and neither will we consider or accept any claims for compensation whatsoever. We will also be within our rights to impose cancellation fees.

Other Areas of Responsibility: –

- f) Insurance, Passports & Visas – Party leaders are entirely responsible for the completion of passport formalities and any other personal arrangements that may be necessary such as visa, currency and medical requirements. The party leader or organiser is also responsible to ensure that all members of the group reach the starting point of the tour at the allocated time. It is the responsibility of the party leader or organiser to ensure that all names on any passenger list are exactly as they appear on the passport with no abbreviations or inaccuracies (see section 6 regarding changes and amendments.) It is also the party leader or organiser's responsibility to ensure that all members of the party receive a copy of any insurance documentation including a breakdown of the complete coverage, inclusions and excess details.
- g) Behaviour - 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 must be paid direct at the time to the accommodation owner or manager or other supplier. 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, 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 are entitled, without prior notice, to terminate the holiday 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.

## 14. TRAVEL ARRANGEMENTS – COACH TOURS

- a) All coach tours are operated by executive coach (unless otherwise stated the original quotation). We only use reliable operators offering modern, comfortable coaches with excellent back up and break down cover. All coaches will be fitted with a PA system, dvd/video and toilet. The party leader should confirm the satisfactory operation of these facilities before departure (a coach condition questionnaire will be issued with your final information pack). If any system is not operational it should be noted on the questionnaire, countersigned by the driver and returned to our office at the end of the tour. Upon receipt compensation will be issued for the inoperable item(s). The level of compensation is dependent upon your tour duration, details are available on request. Please note that no compensation will be offered if a signed coach condition form is not returned. After departure occasionally these items become inoperable. The coach operator will endeavour to rectify the problem where possible, but if they are unable to, no compensation will be paid for the lack of these facilities.
- b) Drivers' hours - All itineraries are agreed with coach companies prior to departure and adhere to strict EU driving regulations.
- c) Seat Belts in Coaches - Following government legislation, British coaches transporting young people under 16 years of age are required to be fitted with lap belts. Coaches contracted by the Company will conform to this requirement. Please note that Continental coaches are not yet subject to the same legislation.

- d) Cross-Channel Arrangements - We have strong links with all the major ferry companies and the Euro tunnel cross-Channel service.
- e) All Cross-Sea arrangements are based on a car ferry service via Dover - Calais, Hull - Zeebrugge, Hull - Rotterdam or Newcastle – Amsterdam routes or Euro-tunnel service. Once we have received your deposits, we will immediately make reservations on your behalf. Although in some cases we request spaces as early as April for the following year's travel, as a rule ferry companies do not open their booking charts until mid-December. Under these circumstances, we are therefore unable to confirm routes and timings until early in the New Year. All crossings are subject to availability.
- f) Conditions of Carriage - All tours are subject to the conditions of carriage, which the carrier may apply, and will conform, with National and International conditions.
- g) Timings and Itineraries - All itineraries, journey times, and timings of ferry crossings/routes specified are given as guidance only and may be subject to change upon final confirmation.

#### AIR TOURS - IMPORTANT INFORMATION

- a) Air Tour Cost & Minimum Number – See section 5h.
- b) Flight Routes - Preferred routes and airlines are subject to availability and budgetary constraints at time of booking. If the allocation of seats at the rate we have applied is not available, we will offer you the following options:
  - i) Paying the appropriate supplement to travel on your preferred route and date.
  - ii) Offer alternative airport and flight options for the preferred date of travel.
  - iii) Offer alternative dates of travel for the preferred route and airline.
  - iv) Offer alternative dates and flight options.
- c) Dates of Travel – Please note that to secure your preferred route and airline at the budgeted rate it may be necessary to alter your departure date by a day or two either side of your preferred travel date. Please take this possibility on board when promoting the tour. It may also be necessary to change your departure date, airline and/or route to suit flight availability.
- d) In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. You will be advised separately in writing of the name of your carrier once your flights have been booked. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.
- e) Your transfer to resort will be handled by a coach company conforming to all of the relevant transport legislation in the country concerned.
- f) Unless otherwise stated in your tour quotation and confirmation of booking all tours are based on departures from London Airports. Departures from other regional airports are often available at a supplement to the cost.
- g) Flight Times - Any flight timings given on booking are for general guidance only and are subject to change. The latest timings will be shown on your confirmation of invoice. However, the actual flight times will be those shown on your tickets or e-ticket confirmation, which will be dispatched to you approximately two weeks before departure. You must accordingly check your tickets 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 issued – we will contact you as soon as possible if this occurs. We are not always in a position to confirm the airline, aircraft type and airport of destination, which will be used in connection with any flight included in your arrangements. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or to change other arrangements without paying our normal charges.
- h) Baggage Allowance – All flights will be in economy class. Baggage allowance differs between carriers. Please refer to your chosen carriers individual terms and conditions for details of your luggage allowance and restrictions. Please note that, unless specifically stated in your confirmation of booking, any excess baggage charges are to be paid by the client at the airport. Oversized Baggage (including sports equipment and musical instruments) Please check your carriers terms and conditions for full details on these items before flying.
- i) Airline Conditions of Carriage - You will be issued with the conditions of carriage from the relevant carrier as soon as your flights are confirmed.
- j) In accordance with EU Directive (EC) 2111/2005 Article 9 we are required to bring to your attention the existence of a "Community List"

which contains details of air carriers that are subject to an operating ban within the EU. This list is available for inspection at:

[http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm).

#### DELAYS AT PORT, INTERNATIONAL RAIL TERMINAL OR AIRPORT

In the event of a delay at the port, international rail terminal or airport of departure, we will ensure that you are informed of the reasons for and the extent of the delay as early as possible. Please refer to our Flight Cancellation Procedure, Coach Breakdown Procedure & Ferry Delay Procedure documents available on our website at:

<http://european.ibt-travel.com/downloads/documents-promotional/>

#### 15.ACCOMMODATION AND ROOMING

All the accommodation, (sometimes described for example as hotels, hostels, centres, pensions, gasthofs, chalets and apartments), are well known to IBT Travel Ltd and have been inspected by a senior representative of IBT Travel Ltd or an agent acting on behalf of the Company and chosen as representing fair value in its particular category. We would suggest that you compare carefully each type of resort and accommodation with the cost of the tour and discuss your exact requirements with our experienced sales team before making your final choice. Hotel Classification or grading, where stated, are those awarded by the local Tourist Board. Please bear in mind that some countries' local standards will not be the same as in the UK and it is not always within our control to impose our own standards. Where accommodation has no official grading (such as centres, apartments, chalets) we have given our own grading based upon comparable accommodation in the nearby area. No official grading does not necessarily reflect on the standard of comfort or the facilities provided. To assist you we have given as much detail as brochure space allows. Accommodation brochures and more detailed information is available from our office by calling 01292 477771.

Special Accommodation notes: -

- a) Towels and soap are not usually provided in many of the hotels and hostels that we use. Groups should always make their own arrangements in this department.
- b) Some hotels now require visiting groups to pay a small damage deposit on arrival. All monies are fully refundable at the end of the tour provided no damage has been done to the hotel. We will, wherever possible, notify you of this prior to the commencement of your tour. It is not within IBT Travel Ltd's power to stop any hotel or hostel charging this caution.
- c) The cost of using leisure or sports facilities e.g. swimming pools, sauna etc. at our hotels is not always included.
- d) Rooms are normally available from 16.00hrs on the day of arrival and have to be vacated by 10.00hrs. If you arrive before this time you may be able to check into your accommodation but we cannot guarantee that all of your rooms will be available. There may be a variation to these times and party leaders should confirm check out time in resort.
- e) Noise – It should be remembered that in many cities and towns accommodation may be situated in a busy urban or industrial area and therefore some noise is likely. Please bear this in mind when choosing your accommodation.
- f) Youth Hostel Accommodation – We are pleased to offer a number of youth hostels throughout our programme. Whilst pupils are not expected to get involved with the day-to-day chores, they will be responsible for making their own beds. Our tour costs for youth hostels include sheet hire.
- g) Rooms for Pupils – On European tours pupils will normally be accommodated in rooms of 3 – 6 persons, however larger rooms are sometimes allocated in both hotels and youth hostels. Specific details can only be given when your accommodation is confirmed.
- h) Rooms for Staff - Wherever possible, we will always accommodate adult leaders in twin or triple bedded rooms and request rooms with en-suite facilities. Single rooms are always limited and we cannot normally provide these free of charge. In some hotels, it may be possible to reserve a twin-bedded room for sole occupancy in which case a supplementary charge will be payable.
  - i) We ask party leaders to note that in Austria and Italy "Matrimonial" style twin beds are used. These consist of two single mattresses on a double frame with separate bed linen. Separate twin beds in Austria & Italy are rare and cannot be guaranteed.
  - j) Single rooms are not normally available in any of our contracted accommodation. If available, a 'single room' supplement will be applied to your tour. Single rooms must be requested on your initial booking form.
- k) USA Tours – our prices are based upon 4 or more pupils sharing a room with 2 king or queen sized double beds and or sofa beds. Under occupancy supplements will apply at all times and will be given on your tour quotation. Staff will be issued twin or triple rooms as standard with any single rooms attracting a supplement.

Meals - Our tour prices are based on the meal arrangements detailed in your tour quotation. Full board is usually dinner, a basic continental breakfast and a packed lunch. In some resorts there is the option to upgrade to a full buffet breakfast and / or hot lunch; if available the supplement will be shown on your original quotation. Our Hoteliers are usually happy to deal with special dietary requirements; all that we ask is that you provide us with details of specific needs in writing at least 16 weeks prior to the commencement of your tour.

Allocation of Accommodation – In resorts where we feature more than one accommodation option we ask you to note that our allocation for a specific accommodation is not made until the group size is confirmed with 1st and 2nd deposits and that the group meets the minimum number required on their quotation. If you have a specific accommodation request please note this on your Booking Form and we shall do our best to meet your requirements. It should also be noted that we will use additional accommodation not featured in our brochure or website. In such cases the accommodation will be of an equivalent standard as that advertised, and will, of course be inspected and approved by our senior members of staff and / or agents acting on our behalf.

## 16. ITINERARY PLANNING & EXCURSIONS

The provision of excursions varies from tour to tour. All excursions and services organised by us on your behalf and included in the tour cost will be detailed in your tour quotation. After receipt of your booking form and deposits we will apply to the relevant excursions as requested.

- i) Excursions included within your original tour cost are usually pre-paid prior to your departure. Where it is not possible to pre-pay an excursion payment (or currency) will be enclosed with your final information pack. Additional excursions highlighted by the party leader on their excursion response form will be pre-booked on your behalf and, where appropriate, the group will pay on arrival.
- ii) Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.
- iii) IBT Travel Ltd can offer a pre-payment service for certain excursions not included within the tour cost. Due to the charges involved in arranging bank transfers and other forms of electronic payment there will be an administration charge of £40 per excursion for this service. There is a section on the excursion planner to make clear if you wish to use this service.
- iv) Groups will be informed of the current entrance fee for their chosen excursions but these fees are subject to change. Also, in some cases the cancellation of pre-booked excursions (whether pre-paid or not) may be subject to cancellation charges and / or administration fees.
- v) All preferred excursions are subject to availability and cannot be guaranteed by IBT Travel Ltd. Where possible we will advise party leaders of visits which are not available prior to the group's departure allowing time for the party leader to choose a suitable alternative.
- vi) Some of the state owned galleries and museums are free to school and youth groups, or operate on reduced tariffs. IBT Travel Ltd recommends that all school parties carry a letter on school headed paper confirming the ages of the group members, and the educational purpose of the visit, as well as a copy of the group passport and/or individual passports or identity cards as proof of age.
- vii) Prepaid theatre visits - please note that prepaid theatre tickets are non-refundable.
- viii) Concerts (music tours only) - All concerts organised by us on your behalf and included in the price of your arrangements will be detailed in your itinerary. Where we agree to organise and publicise concerts on your behalf we cannot guarantee concert arrangements requested for particular venues or on particular dates. This is because we are dependent on the goodwill of the individuals that agree to provide facilities for these concerts. Because these providers are not our suppliers and we do not have contracts with them for the supply of their services, they may choose to withdraw any offered facilities at any time and this is outside our control. In these circumstances we reserve the right to substitute alternative concert arrangements to those requested. For certain groups concerts may be organised outdoors and in the event of bad weather these concerts may have to be cancelled. In this event we will supply you with ideas for alternative activities or excursions.
- ix) Advice for excursions and visits - we operate a Safety Management System which is consistent with industry best practice and is externally audited every year by a suitably qualified independent organisation. Whilst it is not practical to inspect all visits and excursions, we will use reasonable endeavours to evaluate the level of risk to our groups and, where appropriate, bring to the attention of our group leaders any advice that we consider is necessary to help them make informed decisions and manage their own responsibilities for the safety of their group. Additionally, the DfE, Local Authorities and, in some cases individual schools issue guidance on all aspects of school trips and outside activities including planning, risk assessment, organisation

and supervision. If you are in any doubt, you can and should always seek specific advice in advance from your employer, Local Authority or the DfE.

Your final itinerary - Once the components of your itinerary have been agreed, your final itinerary must be submitted and checked by IBT Travel Ltd and your allocated coach company prior to travel as per EC transport regulations.

General Note - Most visits requested by groups are well known to IBT Travel Ltd and we have a large bank of information on the more popular visits in each area. However, should you request details on visits out with the norm and a large amount of research is required we reserve the right to levy an additional charge. We shall inform the party leader of any additional costs involved before any work is undertaken. The party leader can then decide if they wish to proceed on that basis.

**IMPORTANT POINTS** - Changes to your itinerary after your final documentation has been issued – If you wish to make any alteration to your itinerary after your final information pack has been issued then a minimum cost of £40 per alteration (plus any additional or cancellation costs required from the supplier) will be applied. You will be notified of the total cost of the change and payment must be received before any change is instigated. For more details on this policy please contact Jim Connor at our Prestwick office on 01292 477 771.

The party leader or organiser is responsible for ensuring that all members of the group reach the starting point of the tour at the allocated time.

## 17. PASSPORTS & VISAS

- a) Party leaders are entirely responsible for ensuring that all members of the group have the correct and valid documentation. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred. The information in our brochure / website is correct at time of going to press. Whilst we endeavour to inform you of any new regulations we advise you to check with your passport office or the consulate in question if you have any queries.
- b) IBT Travel Ltd do not recommend the use of collective passports for groups. Collective passports (available to British nationals only) for persons under the age of 18 are not accepted by all countries or airlines. It is the Group Leader's responsibility to check whether collective passports are acceptable. The Group Leader will be responsible for obtaining a collective passport. Please note that British Citizens not on the collective passport must hold a full 10 year British passport. Identity cards are also necessary in many countries for students travelling on a collective passport. If a student is aged 16 or over and hasn't yet got a passport, our recommendation is that you should apply for one at least 10 weeks prior to departure, longer if a visa is required. Further information can be obtained from the UK Passport Service Adviceline on 0870 521 0410 or website at: [www.passport.gov.uk](http://www.passport.gov.uk).
- c) Visas - Non-British Citizens may require visas/transit visas, for which the individual is responsible and must apply for themselves. The cost of the visa is not included in tour prices. IBT Travel Ltd will provide the necessary advice to enable groups to obtain visas. We recommend that all visa requirements are completed at least 2 months prior to departure. Please note that we cannot accept liability if you or any member of your group is refused a visa through no fault of ours. The inability to travel due to incomplete visa requirements is not covered by insurance. Remember, visa requirements may change and you must check the up to date position in good time before departure.
- d) Alternative visa option - According to the Decision of the European Council of 30.11.1994, based on Article K.3.2.b of the European Union Treaty :

A Member State shall not require a visa for a school pupil who is not a national of a Member State but who is legally resident in another Member State and who seeks to enter its territory either for a short stay or transit, if the following conditions are fulfilled:

1. In the framework of a school excursion, the school pupil is travelling as a member of a group of a school pupils from a general education school;
2. the group is accompanied by a teacher from the school in question;
3. the accompanying teacher must be able to present a list (on the accepted form) of the schoolchildren he/she is accompanying, issued by the school in question;
4. the list must contain the names of ALL travelling pupils;
5. the list must describe the purpose and the circumstances of the intended stay;
6. the pupils from third countries must be in possession of a travel document for crossing the border in question.

British Authority to be contacted directly by the school:

British Council Information Centre, Bridgewater House, 58 Whitworth Street, Manchester M1 6BB. Tel. +44 (0) 161 957 7755  
<http://www.britishcouncil.org/home-information-centre-list-of-travellers-scheme.htm>

- e) For travel to or via the United States all passengers, including children must have their own machine-readable passport. Most British Citizens holding a British passport can travel under the Visa Waiver Program but there are some restrictions and the Group Leader must check these by looking at the US Embassy website at [www.usembassy.org.uk](http://www.usembassy.org.uk). All persons travelling to the USA under the Visa Waiver Program must have obtained travel authorisation using the Electronic System for Travel Authorisation (ESTA). You must have obtained authorisation at least 72 hours before departure. This requirement is in addition to the submission of passport information, which is still required. Each individual traveller must register online on the following website:

<https://esta.cbp.dhs.gov/esta>.

A charge will be made for travel authorisation and this cost will be in addition to the tour price and payable by each passenger.

- f) We will ask you to confirm certain Advanced Passenger Information that we must pass to airlines before departure and it is essential that information is accurate. We therefore ask for your fullest cooperation for the prompt return of these details. Any delay could jeopardise your travel arrangements, and we are unable to accept any liability for any failure in service caused by late or incomplete lists. It is the responsibility of the party leader or organiser to ensure that all names on any passenger list are exactly as they appear on the passport with no abbreviations or inaccuracies (see section 6 regarding changes and amendments.) It is advisable to take a photocopy of each individual's passport to ensure that all information provided is correct.

## 18. HEALTH MATTERS

Leader signing the Booking Form is entirely responsible for passing on any health requirement information to other party members. Group Leader's 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. If included, IBT Travel Ltd'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 (formerly E111). At present there are no mandatory health formalities for British Citizens for the destinations we offer but please bear in mind that requirements may change and you must check the up to date position in good time before departure. Further information can be obtained from the Department of Health website at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or from [www.fitfortravel.scot.nhs.uk](http://www.fitfortravel.scot.nhs.uk). It is the Group Leader's responsibility to ensure that all group members are in possession of all necessary travel and health documents before departure.

## 19. SPECIAL REQUESTS, MEDICAL PROBLEMS & ADDITIONAL NEEDS

If you have a special request, you must advise us at the time of booking and clearly note it on your booking form. In some cases, a fee of £40 per amendment will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by our suppliers. Although we endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation, invoice or any other documentation is not confirmation that the request will be met. Unless, and until specifically confirmed, all requests are subject to availability. We regret we cannot accept any conditional bookings as stated in section 2.

If you or any member of your party has any medical problems or disability, which may affect your arrangements, please, tell us before you confirm your booking so that we can advise as to the suitability of your chosen arrangements. In any event, you must give us full details in writing at the time of booking. 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, cancel when we become aware of these details.

If any member of your group has any special or additional needs, please request a copy of our Special & Additional Needs Client Guidance Notes.

## 20. SAFETY STANDARDS

The requirements and standards of the country in which services are provided apply not those of the UK. These requirements and standards may not be the same as the UK and may, on some occasions, be lower.

## 21. BROCHURE / WEB SITE INFORMATION

The information contained in our brochure(s) / web site is accurate and correct as far as can be reasonably ascertained on the publication date of the brochure / website, September 2015. If we ascertain ourselves or are notified of subsequent changes to the details contained herein, we will advise you as soon as is reasonably possible. There are however circumstances beyond our control, such as religious festivals, local holidays, periods of maintenance (e.g. to ski lifts) and adverse weather conditions for which we cannot accept responsibility. To create the "atmosphere" of a certain type of holiday, occasionally photographs used on resort pages are general photographs and may not be specific to that resort.

## 22. SPECIAL NOTES FOR SKI TOURS

- a) Snow Guarantee - Obviously we cannot predict or control snow conditions. We have however selected resorts with reasonable snow records and good snow making facilities. However, if due to insufficient snow or avalanche all the lifts in your resort should be closed for one full day or more and if you have our ski insurance, under Piste Closure terms and conditions, we will work with the insurer to transport your group to the nearest available ski resort with snow up to a cost of £20 per person per day. We will work with the Ski School to include your instructors in this provided they are legally permitted to instruct in the new area. Should an alternative ski area not be available each paying person will be able to claim, through the IBT Travel Ltd insurance policy, up to £25 per day for each complete day you were unable to ski. No other refunds will be made for pre-booked services. Piste Closure Insurance does not apply when lifts do not operate due to mechanical malfunctions or adverse weather conditions such as high winds or blizzards. This policy is valid from departures 1st January through to 30th April.
- b) Skis/Snowboards on flights - One pair of skis or snowboard per person may be carried at an additional charge and at the discretion of the airline. The number of sets / boards required to be carried must be indicated on your Booking Form or on your Final Details form. The Company will then ascertain the exact cost of carriage. We reserve the right to decline carriage if you fail to indicate your requirements on the Booking Form or the Final Details form (in the special requests section) and in any case carriage of skis / snowboards is at the discretion of the airline.
- c) Ski Equipment - Standard ski or snowboarding equipment is included in the cost of your trip. Every attempt is made to satisfy your equipment requirements. However, we would highlight that we cannot guarantee to supply ski or snowboard boots in sizes above a UK 13. We therefore recommend that anyone in this situation make his or her own arrangements in the UK with a specialist ski hire shop. Insurance for accidental equipment breakage is covered within our travel insurance policy (if taken) included in your tour cost. Please refer to section 12 of the policy document for the conditions that apply.
- d) Ski Helmets - Unless otherwise specified we include the cost of ski helmet hire in our tours. In Italy it is now law for all children under 14 years of age to wear a ski helmet & in Austria it is now law for all children under 15 years of age whilst on the slopes. Those who violate this rule could get a 30 to 150 Euro penalty.

## 23. DATA PROTECTION

Your Booking - In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to use the information you provide such as name, address, date of birth, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law. Additionally, where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information onto any person not responsible for part of your travel arrangements. This applies to sensitive information that you give to us such as details about disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Please note that where another travel agent also holds information, this is subject to that agent's own data protection policy. You are entitled to a copy of your information held by us. If you would like to see this please contact: [privacy@ibt-travel.com](mailto:privacy@ibt-travel.com)

Marketing - We will hold your information, where collected by us, and may use it to inform you of offers in the future. If you do not wish to receive such communication in the future please contact: [privacy@ibt-travel.com](mailto:privacy@ibt-travel.com)

## 24. INSURANCE

The booking conditions of most tour operators require that you should obtain adequate travel insurance. Such insurance should ensure that you and your group are fully covered against unexpected events such as cancellation charges, medical expenses arising abroad, loss of luggage or money and personal liability claims. We do not include travel insurance in our tour costs. IBT Travel Ltd is an appointed representative of ITC Compliance Limited which is authorised and regulated by the Financial Conduct Authority (their registration number is 313486) and which is permitted to advise on and arrange general insurance contracts. You must select an insurance policy that is appropriate to your needs and requirements. Please take the time to read the enclosed Status Disclosure Document together with the Evidence of Travel Insurance & Policy Document included with your tour quotation paperwork or download the documents from our website: [www.ski.ibt-travel.com](http://www.ski.ibt-travel.com). If you decide that our insurance policy meets your requirements, please highlight this within the insurance section of the Booking Form. The premium highlighted on your tour quotation will then be added to your account.

## BIGGER PRINT

If you would prefer this information in large print please contact our office and we will send a large print copy in whichever format you require.

## ANY FURTHER INFORMATION

If you require any more details, please do not hesitate to give us a call. We are certain we will be able to answer any questions you may have and we would be delighted to calculate a special quotation to suit your particular needs.

Booking Conditions are correct at time of print, and maybe subject to change.



Cairn House, 15 Skye Road, Prestwick KA9 2TA, Scotland  
tel +44 (0) 1292 477 771 fax +44 (0) 1292 471 770  
email [info@ibt-travel.com](mailto:info@ibt-travel.com) web [www.ibt-travel.com](http://www.ibt-travel.com)

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