

YOUR CONTRACT IS WITH **DiVERSE SCHOOL TRAVEL**  
a Member of ABTA.

### 1. Your contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our Confirmation of Booking paperwork. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

### 2. Your financial protection

We provide full financial protection for our flights and package tours.

a) For flight-based tours this is through our Air Travel Organiser's Licence number 10802. For further information please see [www.caa.co.uk/atol-protection](http://www.caa.co.uk/atol-protection)

b) When you buy a package tour that doesn't include a flight, protection is provided by way of a bond held by ABTA. For further information please see [www.abta.com](http://www.abta.com)

### 3. ATOL

We provide full financial protection for our flights and package tours by way of our **Air Travel Organiser's Licence number 10802**, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). When you buy an ATOL protected flight or flight inclusive package 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.

For bookings involving a flight element, 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.

### 4. ABTA

**We are a Member of ABTA, membership number Y6090.** We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution

of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

For bookings which do not involve a flight element you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

### 5. The Price You Pay

- a) The price of your travel arrangements was calculated using exchange rates quoted on 7<sup>th</sup> December 2022 in relation to the following currencies: €1.1596 \$1.2168 CHF1.460 ISK172.600 PLN5.4477 JPY167.2110 CAD1.664
- b) We reserve the right to alter the prices of any of the tours shown in our brochure or on our website. You will be advised of the current price of the tour that you wish to book *before* your contract is confirmed.
- c) When you make your booking you must pay a deposit of £25 per person for coach tours or £100 per person for air tours (in some circumstances in order to secure the best flight price we may require a higher deposit for air tours). A second deposit of 20% of the total booking price is due eight weeks later. The Final Balance of the price of your travel arrangements must be paid at least eight weeks before your departure date. If you do not make payments to the agreed schedule, you will lose the right to any bonuses or discounts that form part of your contract and we will pass on to you any amendment charges or cost increases that our suppliers apply due to delayed payments. If the deposits or balance payment are not paid on time, we reserve the right to cancel your booking and retain your deposits.
- d) *If you adhere to the payment schedule as outlined in 5c the price of your travel arrangements is fully guaranteed and will not be subject to any surcharges.***

If you have not adhered to the payment schedule as outlined in 5c then the price of your travel arrangements may change after you have booked due to changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates. This means that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: 1) you must do so within the time period shown on your final invoice 2) We will provide a refund of insurance premiums

paid to us if you can show that you are unable to transfer or reuse your policy.

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

#### 6. If You Change Your Booking

If, after our Final Confirmation documentation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible and there may be an increase in costs for making these changes. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

Note: Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

#### 7. If You Cancel Your Booking

You may cancel your travel arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows:

<i>Period before departure in which you notify us:</i>	<i>Cancellation charge:</i>
More than 8 weeks	Deposit(s) / Payment(s) due only*
22 days to 8 weeks	75% of total Price
0 to 21 days	100% of total Price

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

**\*Please note that 'Deposit(s) / Payment(s) due only' means all payments made, or due to be made, on or before the date of cancellation, and the cancellation charges apply whether or not you have made these payments at the time of cancellation.**

You can cancel your booking without paying cancellation charges in the event of "unavoidable and extraordinary circumstances" occurring at your destination or its immediate vicinity and significantly affecting the performance of the booking or significantly affecting the transport arrangements to the destination. In such circumstances, we will adhere to the Package Travel Regulations (2018) and will observe advice provided by the UK Foreign & Commonwealth Office.

#### 8. If We Change or Cancel Your Arrangements

As we plan your arrangements many months in advance we may occasionally have to make changes or cancel your booking and it is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant 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 or higher standard, changes of carriers.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative tour, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund:

we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

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

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<i>Period before departure in which we notify you:</i>	<i>Amount you will receive from us:</i>
More than 8 weeks	Nil
22 days to 8 weeks	£5
0 to 21 days	£15

**Force Majeure:** Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation or other sums where the performance or prompt performance of our contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of, unavoidable and extraordinary circumstances. In these booking conditions *force majeure* means any situation or event leading to consequences which could not have been avoided even if all reasonable measures had been taken. Such situations or events are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, epidemics, pandemics, and closure or restriction of transport hubs or facilities including, for example, ports, airports, the Channel Tunnel or airspace.

#### 9. If You Have A Complaint

If you have a problem during your tour, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, you should notify us by phone on +44 (0) 121 271 0120. Until we know about a complaint or problem, we cannot begin to resolve it. If you remain dissatisfied you must write to us within 28 days of your return home giving full details of your complaint. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

Please also see clause 4 above on ABTA.

## 10. Our Liability to You

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us. 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 will be publicised at EU airports and 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 these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

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

NB this entire clause 10 does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## 11. Prompt assistance in resort

If you're in difficulty whilst on tour and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

## 12. Passport, Visa and Immigration Requirements

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

The party leader is entirely responsible for the completion of passport and visa formalities and other personal arrangements which may be necessary such as visas for non-British citizens. We cannot accept responsibility for any cost or fines incurred due to non-compliance with the above nor can we accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. Please be sure to take extra care if your travel arrangements involve transiting countries. For all passport information, contact the UK Passport Service National Advice Line: 0870 521 0410 or on-line at [www.direct.gov.uk/passports](http://www.direct.gov.uk/passports).

## 13. Safety Standards and excursions

The requirements and standards of the country in which any services are supplied are those which apply to those services. As a general rule these requirements and standards will not be the same as in the UK and may sometimes be lower.

**Excursions or other tours that you may choose to book or pay for whilst you are on tour are not part of your package 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 or by you for self-led activities or excursions.**

**For your convenience we may list in your itinerary as "Own Arrangements" or "Self Booked" any of your own chosen excursions or activities that you inform us of in advance, and may arrange for your transport to and/or from such excursion sites. This assistance is for your convenience only and does not allow or suggest any responsibility or liability on our part whatsoever for those excursions or activities.**

## 14. Conditions of Suppliers

Many of the services which make up your tour arrangements 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, and may affect your rights to compensation. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

This brochure or website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit any independent organisations/suppliers/carriers whose services are featured in it.

## 15. Behaviour

The Party Leader is at all times responsible for the standards of behaviour of all members of the party.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the arrangements 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.

#### 16. Special Requests and Medical Problems

If you or any member of your party has any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant suppliers, we regret we cannot guarantee any request will be complied with unless we have confirmed this in writing. Confirmation that a special request has been noted or passed on to the suppliers or the inclusion of the special request on your confirmation or any other documentation is not confirmation that the request will be met unless and until specifically confirmed. All special requests are subject to availability. If you or any member of your party has any medical problem or disability which may affect your tour, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details 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.

#### 17. Delay

On occasions flights, coach journeys, or ferry crossings may be delayed or altered due to circumstances outside our control. It will be the responsibility of the individual airline, coach company, or cross-channel operator to offer refreshments depending on the length of the delay. Airlines, coach companies, and cross-channel operators do not offer compensation for inconvenience, loss of tour time or delayed arrival in the UK due to flight delays. Similarly we are unable to make any compensatory payments or provide refunds for any unused accommodation or facilities, missed connections or additional losses or expenses due to an extended delay, including unexpected road traffic delays, on the outward and/or homeward points of departure. Insurance policies sometimes provide some cover in the event of such delays.

#### 18. Insurance

All participants of our tours are required to have valid travel insurance in place which is suitable for the travel and activities booked, including but not limited to all travel and activities you will undertake, medical costs, and repatriation. If we are arranging your insurance, details of the policy included in your price will be supplied at the time of booking. Please read the details carefully. It is your responsibility to ensure that the insurance cover is adequate for your needs, especially if you participate in any activities not arranged by us. If you are arranging your own insurance cover, your policy must provide as a minimum the same level of cover as ours. **It is your responsibility to ensure you are adequately insured for the duration of your booking, we do not ask for proof of this.**

#### 19. Photography

We regularly take photographs and videos for promotional and training purposes; if you do not want you and/or your group members to appear in these you must inform us in advance of your departure.

#### 20. This website and brochures

We will take all reasonable steps to ensure that the information contained within our website and brochures is accurate and relevant to your booking, however please understand that sometimes we print our brochures up to 20 months in advance of providing the services. We therefore may make ongoing changes to our website and change our brochures after publication. If we do so, we will communicate these changes to you in writing. If you wish to receive

a copy of this brochure in another format which is more accessible to you please contact us. For example, we will be happy to provide the brochure in electronic format, which will be scalable on screen or printable in a larger version, and also which will be compatible with text-to-speech conversion on a personal computer.

#### 21. Data Protection

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed to security or credit checking companies. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give us such as details of any disabilities or dietary / religious requirements. If we cannot pass this information to the relevant suppliers we may be unable to provide your booking. In making this booking you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

We will never pass any of your information on to third parties for marketing or other commercial purposes.

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December 2022