



# BOOKING CONDITIONS

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## The Contract

Leisure & Learning is a trading name of Adaptable Travel Ltd (the company)  
Once we have accepted your booking we act as an agent for the relevant carrier. When we confirm the booking a contract exists between us under which we accept responsibility to provide all services as described.

## Protection of Client Funds

Under the Package Travel, Package Holidays & Package Tour Regulations 1992 we are required to provide sufficient security for our clients. Our Trust account has been organised to meet the requirements of these regulations. This method of consumer protection ensures that your tour arrangements will be honoured and carried out as booked at all times

## Travelling by Air

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority. ATOL number 6870

## Deposits

When you wish to confirm your provisional arrangements you must complete and sign a booking form on behalf of all members of the party and pay deposits as specified on the confirmation of the provisional booking.

## Balance

You must advise the company of your final numbers 8 weeks before the departure date. The final payment must be paid 6 weeks before the departure date. If the balance is not paid in time we cannot guarantee your arrangements and if it is necessary to cancel the tour we will retain deposits and apply cancellation charges as set out below.

## Cancellation

Any cancellations must be confirmed in writing by the person who signed the booking form. Charges apply as shown below.

	Deposits
More than 70 days	
35-70 days	60%
15-34 days	75%
1 - 14 days	90%
Day of departure	100%

If the reason for cancellation is covered by your travel insurance policy you may be able to reclaim these charges.

## Conditions of Carriage

When you travel on an aircraft, train or ship the conditions of carriage of that carrier apply and are subject to national and international conditions which may limit or exclude liability. Your contract made under the terms of this Agreement is subject to English law and jurisdiction.



### Statutory Authorities

The tour as offered in the Confirmation of Provisional Booking is subject to applicable Acts of Parliament and Government Regulations and the company reserves the right to modify itineraries to conform with requests from competent authorities in the United Kingdom and any other sovereign states through which the tour runs.

### Party Leader's Responsibilities

In signing the Booking Form the Party Leader or Organiser also accepts responsibility for the good conduct of all participants during the holiday and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the Party Leaders or Organisers 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 by participants
- c) No participant consumes alcohol to excess
- d) No participant smokes in hotel bedroom or in any other way causes a fire hazard
- e) Participants act in a responsible fashion during the tour and do not behave in a way likely to cause damage to property, or damage or offence to other people.
- f) If behaviour of any member or any party is considered likely to cause offence, danger or damage or distress to others, we reserve the right at all times to cancel or terminate a booking completely. If for example any airline pilot, 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.
- g) The Party Leader or organiser is responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements. The Party Leader or Organiser is also responsible for ensuring that the group reaches the starting point of the tour at the allocated time.

### Passports

For all continental tours you will require a full ten year British Passport, or parties can travel on a Collective Passport providing applicants are under the age of 18 (application forms are available from your local passport office) if there are any doubts as to the status as a resident British subject of any member of your party you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in each particular circumstance. We cannot accept responsibility if passengers are not in possession of the correct travel documents.

### Prices

All tours are subject to surcharges due to government action, aircraft fuel, over flying charges, airport charges and increase to schedule air fares and currency fluctuation. At time of quotation, the quotes include the most up to date air tax.

### Force Majeure

We regret we cannot accept liability, make any refunds or pay any compensation where the performance of contractual obligations is prevented or affected by reason of circumstances amounting to 'force majeure' including any event which we or the supplier of the service(s) in question could not even with due care, foresee or forestall such as (by way of example and not by way of limitation) war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions and all similar events.

### If we change your booking

The arrangements for your tour as specified in your Quotation & Itinerary details are in certain circumstances made many months in advance and changes are sometimes unavoidable. Most of these changes may be very minor but where they are significant we will notify you as soon as possible. A significant change is one that involves changing your departure date, resort area, reducing the quality of your main hotel or a change of tour itinerary which involves a destination being completely eliminated from the revised itinerary.



#### If you change your booking

Should you alter your tour arrangements or change names charges may be incurred which will be passed on.

#### Liability and Responsibility

a) Adaptable Travel's responsibility for the quality of the arrangements provided

We accept responsibility for ensuring that all component parts of your holiday are supplied to you as described and to a reasonable standard. We have taken all reasonable steps to ensure that the proper arrangements have been made and that the suppliers of the various services are efficient and reputable. We are happy to accept responsibility for the omissions of our employees, agents, suppliers and sub-contractors (providing they were at all times carrying out work authorised by us) except where these result in death, personal injury or illness (dealt with below). In respect of air, sea rail and road carriers and hotel keepers within the appropriate international conventions. The acceptance of liability in this clause is subject to the other provisions of these booking conditions.

b) Death, illness or injury arising directly out of arrangements made by us

We accept responsibility should you or any member of your party suffer death injury or illness as a result of any failure to perform or improper performance of any part of our contact with you by any of our employees, agents, suppliers or sub-contractors (providing they were at all times carrying out work authorised by us) except where the failure to perform or improper performance was due to a) your own acts and/or omissions or b) those of a third party not connected with the provision of your tour arrangements and which were unforeseeable or unavoidable or c) an event which either ourselves or the supplier of the service(s) in question could not have foreseen even with all due care.

Please note that in the case of air, rail, sea and road carriers hotel keepers our liabilities are limited as if we were the carriers/hotel keepers within the appropriate international conventions. It is however a condition of this acceptance of liability that you notify any claim 'If you have a complaint'. In addition where any payment is made you must assign to ourselves or our insurers any rights you may have to pursue any third party and co-operate with ourselves and with our insurers. Please note all transport is provided subject to the relevant carriers conditions of carriage some of which may exclude or limit their liability to you. Please further note that by its contract with you Adaptable Travel does not enter into an agreement for carriage by air but only undertakes to reserve on your behalf accommodation on board an aircraft.

(ii) Arising out of arrangements not made by us.

Should you or any other member of your party have the misfortune to suffer illness, injury or death through mis-adventure during your holiday arising out of an activity which does not form part of the arrangements made by us, nor an excursion purchased through us, we shall, where appropriate and in our discretion give you every help we can by way of assistance.

**IF YOU HAVE ANY QUERIES REGARDING THESE TERMS & CONDITIONS PLEASE FEEL FREE TO CONTACT US VIA ANY OF THE FOLLOWING METHODS:**

**T 01451 832 133**

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