

# IMPORTANT:

You must read these before booking and sending back the booking form



1. When making a booking the Ardmore Educational Travel Ltd Final Booking Form, sent with our Booking Pack, must be completed, signed and returned with the appropriate deposit per person. That form, in connection with these booking conditions, and on our part, the issue of our invoice, then forms your contract with us.

2. **DEPOSIT:** A deposit of £40 per person should be sent as above, except for travel by air and rail where a split deposit of £250 is required - £150 with the firm booking form and £100 four weeks thereafter. If deposits for programmes with flights are not received as required above, your tour price will be subject to availability of flight/rail seats and it may not be possible to maintain the price originally quoted to you. Flight seats will only be booked on receipt of deposits.

Once deposit has been paid, any changes made by you to the programme and student pairing requests will be subject to an administration charge of £25 per change.

**PAYMENT** of final balance - this must be received no later than 8 weeks before departure date. For groups, payment will only be accepted by cheque from the school's bank account. Ardmore Educational Travel cannot accept individual cheques for group members.

**IMPORTANT** - if payment is not received on the due date and the above conditions are not met, Ardmore Educational Travel reserves the right to cancel all arrangements and bookings. A booking is only considered confirmed once full payment has been received.

3. **TRANSFER OF DEPOSIT:** Your deposit and other payments for a member of the group who subsequently cancels may be transferred to a replacement member at any time before the final balance is due - 8 weeks before departure. Where airline tickets have been booked and issued this arrangement cannot apply.

4. **PRICES:** All prices contained herein are based on euro rates as at 31st March 2010. The rate was: €1 = £1 as at 31st March 2010. The price of your educational tour is subject to surcharge in the event of significant increases in currency exchange rates, aircraft fuel costs, overlying charges, airport fees, scheduled airline ticket costs or any governmental action likely to increase prices. In any such case, Ardmore Educational Travel Ltd will absorb any increase equivalent to 2 percent of the tour price before applying any surcharges. If such surcharges applied exceed more than 10 percent of the tour price paid, you will be entitled to cancel and receive a full refund without any penalty. Should you wish to cancel because of the imposition of a surcharge, you must exercise your right within 14 days from the issue date printed on the revised invoice.

5. **CANCELLATION FEES:** Where individuals, pupils or teachers, or the group as a whole cancels the following cancellation fees will apply:

a. More than 8 weeks before departure - Loss of deposit

b. Within 8 weeks of departure

- 8-6 weeks before departure - 60% of tour cost

- 6-4 weeks before departure - 80% of tour cost

- Less than 4 weeks before departure -

100% of tour cost

6. The inclusive insurance policy may, in certain circumstances, covers valid cancellation charges. Additionally, Ardmore Educational Travel Ltd will, in certain cases of exceptional family difficulties, consider reviewing any charges levied.

7. **INSURANCE:** As an Appointed Representative (under the FSA Rules) of Fogg Travel Insurance Services Limited, who with Insurers Union Reiseversicherung AG (URV), are authorised and regulated by the Financial Services Authority (FSA), we have negotiated a special insurance scheme, so that all persons included group insurance in their package and travelling on holidays advertised in this brochure will be covered under a Master Policy held by us, on payment of the Insurance premium, unless they indicate to the contrary on their holiday booking form and in all cases we require the details of the insurer and the policy number.

Premiums are inclusive of 20% Insurance Premium Tax and are subject to change on any amendment to that tax or its rate.

The Warranty: It is the insured persons promise to us that:

#### PRE-EXISTING HEALTH CONDITIONS

If you, or any other person on whom the travel plans depend (this includes persons travelling, and close relatives or close business associate not travelling but on whom the travel plans depend), has ever had treatment for any heart or circulatory condition, a stroke or high blood pressure, any breathing condition (including asthma), any type of cancer, any type of diabetes, any existing injury or other serious or re-occurring medical condition, any condition requiring long term prescribed medication or if you are receiving or awaiting investigation for any medical condition you must the Referral Helpline as per the policy terms to see if additional cover is available.

This includes any change in health or ongoing medication arising between the date of issue of this cover, and the date of travel.

Insurers reserve the right to impose terms. You will receive confirmation in writing of their decision.

#### PLEASE NOTE

The Policy is only available to persons normally resident in the United Kingdom. If you are travelling as part of a school party you need only

contact the Referral Helpline if you are 19 and over travelling anywhere or under 19 in full time education travelling

Worldwide.

**Persons under 19 travelling as part of a school party do not need to make a declaration if travelling in Europe.**

All conditions for any other person on whom the travel plans must be referred to the Referral Helpline.

In most cases, cover is provided at no extra cost. If special terms are necessary, these will be explained to you and confirmed in writing.

#### PRE-TRAVEL POLICY

Policy Section	Maximum benefit	Excess
1. Cancellation	Up to £3,000	£15*
Loss of deposit	Up to £3,000	£15

#### TRAVEL POLICY

Policy Section	Maximum benefit	Excess
2. Delayed arrival	Up to £100	Nil
Delay abandonment	Up to £3000	£15*
Missed departure	Up to £500	£15*
3. Personal possessions	Up to £1500	£15*
Single article limit	Up to £250	-
Valuable limit	Up to £250	-
School property	Up to £500	£50
Delayed possessions	Up to £100	Nil
3. Personal money	Up to £500	£15*
Cash limit	Up to £200 -	
Party leader	Up to £1000	£50
Loss of travel documents	Up to £250	£50
4. Emergency medical expenses	Up to £5,000,000	£15*
Up to £2,000 area 1		
Hospital benefit Up to £500	Nil	
5. Curtailment	Up to £3000	£15*
6. Personal liability	Up to £2,000,000	£25**
7. Organiser's liability	Up to £5,000,000	£250
8. Organiser's expenses	Up to £100	Nil
9. Personal accident	Up to £25,000***	Nil
10. Legal advice and expenses	Up to £10,000	£250

\* increased to £50 in respect of persons aged 18 and over

\*\* increased to £250 in respect of rented property damage only

\*\*\* please see personal accident section for details of amount of payment

A full copy of the wording, plus Key Facts about the insurance is available from our web site [www.ardmoreeducationltravel.co.uk](http://www.ardmoreeducationltravel.co.uk) or on request from our office. As Party Leader please ensure that all members of your group are aware of the extent of the cover at the time of their booking and if it does not meet their needs alternative cover should be purchased immediately. A full copy of the policy wording will be sent to you additionally on booking. Cancellation of this insurance is allowed within 14 days of booking if the cover does not meet your need, but as this insurance is included within the holiday cost no refund of premium will be given. As with most insurances, an insured is only covered for an event which occurs after the cover has been purchased. Please therefore carefully read the paragraph headed Pre-existing Health Conditions (there are exceptions to certain age groups).

8. **ALTERATIONS & AMENDMENTS:** Ardmore Educational Travel Ltd reserves the right to make changes to your stay. In such cases you will be informed as soon as is practicable. Where a major change is involved, you will be given the choice of either accepting the alteration which will be of a comparable standard, if available, or rejecting it. If the latter applies, we will promptly refund all monies paid by you.

9. Where a major change is notified after the date on which the final balance of payment is due, you will (provided the balance has been paid) be entitled to compensation on the basis of the scale under:

Period prior to departure	Per Person
More than 14 days	£5
14 days or less	£10

10. Because of the complex arrangements relating to this type of educational tour and the large number of host families used some changes are possible but generally are minor and not subject to compensation according to the above scale. A major change, as specified, is considered to be a change in the departure airport or the use of families in a completely different geographical area or the timing of a departure or return journey by more than 12 hours from the original schedule.

11. If war or terrorist activities, threatened or actual, civil unrest, closure or congestion of airports or ports, riot, cancellations or changes of scheduled airlines, industrial action, threatened or actual, natural disasters, adverse weather conditions, pestilence, quarantine controls or any other event outside the control of the company either delays, extends the tour, compels a change in the tour arrangements or forces the tour to be cancelled, the company cannot accept liability for any resulting loss, damage or expense. Any refund from the company will be at its discretion, and is subject to the deduction of reasonable expenses. In any of the above circumstances, the compensation scheme will not be valid.

12. **CANCELLATION BY US:** We reserve the right, in any circumstances, to cancel your educational tour, but would not do so after the date at which your balance payment becomes due and has been paid, unless compelled to do so as the result of force majeure or such events set out at paragraph 11 above. In such cases we would offer you a full refund or a comparable alternative educational tour. Thereafter, we shall be under no further liability.

13. **TOURS INVOLVING FLIGHTS:** You will be advised of flight details once you have paid a deposit.

14. **ACTS AND OMISSIONS:** We accept full responsibility for ensuring that the arrangements made by us are in accordance with our brochure description. We wish to make it clear that in providing these arrangements, to a reasonable standard, we accept responsibility for the acts or any omissions on the part of Ardmore Educational Travel Ltd employees, their agents subcontractors and suppliers.

15. We will pay damages calculated in accordance with English legal principles in respect of the death, bodily injury or illness suffered by any member of the group during the educational tour and caused by a negligent act or omission on the part of an employee, agent, subcontractor, supplier or any other servants or agents thereof provided that there were acting within the scope of or in the course of their employment and on our business. The commitment has the following conditions attached:

a) It does not apply to transport by sea or air to which the separate conditions of carriage apply.

b) Claims must be notified to Ardmore Educational Travel Ltd in writing and within 28 days of the date of return from the educational tour.

c) The claimant(s) agrees to assign to us their rights against a supplier or other person(s) relating to such a claim.

d) The Claimant(s) agrees to give his or her full co-operation in the event that we or our insurers wish to enforce the rights assigned to us or to which we are subrogated.

16. In the event that a member(s) of the party should suffer illness, personal injury or death during the prescribed period of the educational tour as the result of a cause(s) unconnected with any negligent act or omission on the part of our employees, agents, subcontractors or suppliers, we will offer assistance to include advice and guidance and, if we in our absolute discretion consider it appropriate, financial assistance to a maximum limit of £5,000 per booking form.

17. Disputes & litigation: Disputes arising out of, or in connection with, this contract which cannot be settled by mutual and amicable agreement, may (should you so wish) be referred to a special arbitration scheme devised by the Association of British Travel Agents (ABTA) and administered independently of them by the Chartered Institute of Arbitrators.

18. The Scheme (details of which can be supplied by us on request) provides for a simple and inexpensive method of arbitration based upon documents alone with restricted liability on you in respect of costs. The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also an overall limit of £25,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the Scheme provide that application for arbitration must be made within nine months of the date of return from the tour but, in special circumstances, it may still be offered outside this period.

19. Any litigation arising out of or in connection with this contract, which is subject to the laws of England, shall be brought in the English Courts which shall have exclusive jurisdiction.

20. **CONSUMER PROTECTIONS:** he air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2195. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

This brochure does not constitute a contract.

Ardmore Educational Travel reserves the right to change starting dates, programmes and prices at any times due to errors, omissions and circumstances beyond our control. In such cases, you will be informed as soon as possible.

**DATA PROTECTION STATEMENT:** 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 on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. 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, whether in the EEA or not, we will 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.

For Foreign and Commonwealth Office advice, please visit Website: [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) or telephone the ABTA Information Line on 0901 201 5050 (calls charged at 50p per minute). In the event of travel delay, please contact Ardmore Educational Travel Head Office during office hours, or Ardmore Educational Travel Emergency Tel No. outside office hours. For general visa, passport & health information, please visit [www.doh.gov.uk/traveladvice](http://www.doh.gov.uk/traveladvice)  
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