

## Booking Terms & Conditions

Please take the time to read the following conditions carefully. They are the basis for the contract between us and will assist you with your future plans.

### 1. CONTRACT

Your booking is with NST Travel Group Ltd (trading as Studylink), registered office: Discovery House, Brooklands Way, Whitehills Business Park, Blackpool FY4 5LW (company registration number 2665024). We are a member of ABTA with membership number V0550. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ tel: 020 3117 0500 or [www.abta.com](http://www.abta.com). A contract will only exist when we have received the required deposit, receipt of which will be taken as acceptance of our Booking Terms & Conditions, Important Notes advice and Privacy Statement. The named Group Leader accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. The contract between us is governed by the Law of England and Wales and any dispute will be dealt with under the exclusive jurisdiction of the Courts of England and Wales, except if you live in Scotland, when you may choose to have the contract governed by the laws of Scotland, and any dispute dealt with in the Scottish Courts.

### 2. FINANCIAL PROTECTION

For tours which do not include air travel we hold a bond with ABTA. This arrangement means your money will be refunded or you will be brought back to the UK (where your contracted arrangements include return travel to the UK) if already abroad in the unlikely event of our being unable to provide your tour due to our insolvency. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (CAA) (ATOL number 3606). This means the tours inclusive of air travel are ATOL protected. 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 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). For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). 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.

### 3. DEPOSITS

By confirming your booking with first deposits for each paying member you are accepting our Booking Terms & Conditions and Privacy Statement. This deposit is not refundable, unless under the terms of our insurance cover. Please make cheques payable to Studylink.

### 4. PAYMENT

The final balance must be settled no later than 10 weeks prior to departure or by return of post where receipt of invoice is within 10 weeks. If final balances are not received by the due dates, this will be a breach of the contract between us, entitling us to treat the booking as cancelled by you. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

### 5. CANCELLATION

For cancellations more than 10 weeks before your tour: In the event of cancellation by a paying member more than 10 weeks before your tour, usually the deposits can be transferred to a substitute member, the only exception being where we have submitted passenger names to the airline. For cancellations where there is no replacement passenger, deposits are non-refundable. If your group is travelling with a low cost airline there is an additional £100 charge for any cancellation to cover costs which will have been paid to the airline. If any cancellation brings the number of paying passengers below the minimum number required to qualify for a particular price, then the price will be adjusted accordingly. For cancellations made less than 10 weeks before your tour: Wherever possible the payments made may be transferred to a substitute member. For air tours, cancellation and/or name change charges may apply in line with the individual airline policy. For cancellations where there is no replacement passenger: Cancellation charges will apply as follows -

70-29 days before your tour: 60%

28-15 days before your tour: 80%

14 days or less before your tour: 100%

The date of effective cancellation is from the date of written advice. Please note that cancellation charges may be reclaimed, less an excess, via insurance, provided that the cancellation occurs within

the terms of the policy e.g. necessary cancellation due to injury or illness of the party member or parent or parental redundancy, etc.

## 6. PRICE INFORMATION

The price of our tours is valid at the time of publication in our brochure or price list or on our website or when quoted to you. The prices were calculated on the basis of then known costs and the following exchange rates published in "The Financial Times" on April 26th 2017 were:-

£1= 1.28 US Dollars

£1= 1.17 Euros

£1= 1.27 Swiss Francs

Your trip may be subject to surcharges on currency, unforeseen increases in transportation costs and seaport charges, VAT, enforced increases in labour costs, aircraft fuel, overflying charges, airport charges and increases in scheduled air fares, in addition to any surcharges resulting from governmental action. In all cases where a surcharge is applicable we will absorb an amount equal to 2% of the tour price, excluding any insurance premiums and amendment fees. Only amounts in excess of 2% will be surcharged. If this means paying more than 10% of the tour price you will be entitled to cancel the tour with a full refund of all money paid (minus insurance premiums and any amendment fees incurred). Should you wish to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge advice. You will be notified up to 30 days prior to departure if a surcharge is due on your tour.

## 7. ALTERATIONS & AMENDMENTS BY YOU

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Where we can meet your request any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers in making the change will be payable by you. Additions to your party are usually possible at any time up to 10 weeks prior to travel. However, you must always check with us first by telephoning 01253 833 539. The ordering of extra services (for example vegetarian meals, changes to your itinerary or requests for booking visits) after 10 weeks prior to departure will also be subject to the payment of the amendment fee and the other costs / charges set out above. For tours by air it is the Group Leader's responsibility to ensure that all names are given in full and exactly as shown on the individuals' passports. This information is often required at an early stage of booking and some airlines may not permit name changes. Most however will treat name changes as cancellations and charge accordingly. We will pass these charges on to you. Once tickets have been issued or in the case of low cost carriers once names have been received, airlines will usually charge the full cost of the flight if a name is changed. If your final balance is overdue at the time of requesting this change this also must be paid in full before the change can be made.

## 8. IF WE ARE FORCED TO CHANGE THINGS

The arrangements in our brochure or price list or on our website or when quoted to you, were given in good faith. Occasionally we have to make changes and we reserve the right to do so at any time. Most changes will be minor and all will be advised at the earliest possible date. In the unlikely event of it proving necessary to alter significantly or cancel your tour, we will offer a suitable alternative if available or 100% refund (within 14 clear days) if we are not able, in our opinion, to offer an alternative that is sufficiently comparable. Significant changes include the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation to an alternative resort for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of 12 or more hours and, in the case of inclusive tours, a significant change of itinerary missing out one or more major destinations substantially or altogether. Please note a change of airport, airline or flight time of less than 12 hours are not significant changes unless otherwise expressly stated. Compensation will be paid as below, per full fare paying passenger, if we have to make a significant change to your tour within 10 weeks of commencement:-

70-29 days: £5 per person

28-15 days: £10 per person

14 days or less: £15 per person

Please note that the above options and compensation do not apply to visits if the visits you are due to take part in or attend are significantly changed or cancelled due to any reasons outside of our control. Very rarely, we may be forced by 'force majeure' (see Clause 9) to change or terminate your tour 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.

## 9. FORCE MAJEURE

Except where otherwise stated 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 or you otherwise suffer any damage, loss or expense of any nature whatsoever as a result of '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, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 10. TRAVEL TICKETS & VOUCHERS

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

## 11. LIABILITY

We will only accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the tour arrangements which are under our direct control, and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand. Please note, however, that we do not accept liability for any air or sea carriers whose individual conditions of carriage apply and are often subject to international agreements. We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to 'force majeure' (see Clause 9). Our liability in all cases (except those involving illness, injury or death) is limited to 50% of the invoiced tour value per passenger in addition to a full refund. We cannot be held responsible for the failure or inability of any equipment or computer programme to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. Should you or any member of your party have the misfortune to suffer illness, injury or death during the period of your tour arising out of an activity which does not form part of the arrangements made by us, we shall, where appropriate, give you every help that we can by way of initial assistance, including initial legal costs associated therewith, up to a maximum value of £5,000 per booking form. You must request such assistance within 90 days from the date of the misadventure and in the event of there being a successful claim for costs against a third party or there being suitable insurance policies in

## 12. COMPLAINTS PROCEDURE

If there are any problems with your arrangements whilst you are away, the Group Leader must immediately inform the supplier of the service(s) in question. If the supplier is unable to resolve the complaint or problem to your satisfaction, you should contact us Booking Terms & Conditions UKS/01/14 immediately either at the office during working hours or via our 24 hour duty officer out-of-hours. Most problems can be dealt with quickly. In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Notice of any claim or dispute must be received by us within 28 days of the date on which the tour ended. If any dispute on a tour booked with NST Travel Group Limited cannot

be amicably settled, it may be possible to refer it to arbitration under a special scheme arranged by the Institute of Arbitration in conjunction with the Association of British Travel Agents. This scheme provides for a simple and inexpensive method of arbitration on documents alone, with a restricted liability on a customer in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, except for small compensation claims for minor injury or illness subject to a limit of £1,000 per person. Application for arbitration must be made within 9 months of return from the tour. Further details can be supplied by ABTA on request.

### 13. 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.

### 14. SUPERVISION

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. 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 or any member of your group's actions. Group Leaders and/or other adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party. It is the Group Leader's responsibility to ensure that:

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

### 15. TOURS BY AIR

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at [www.ec.europa.eu/transport/air](http://www.ec.europa.eu/transport/air). In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of

booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. However, the UK departure airport, overseas arrival airport, carrier/airline and flight timings cannot be guaranteed (even when they have been confirmed in our Booking Confirmation Invoice). Nor can we guarantee the means of transport and timings for each leg of the journey but these will be as near as possible to those set out in our Booking Confirmation Invoice. We will provide transportation from your original departure point to the relevant airport if the original airport is changed. The UK departure airport, overseas arrival airport, carrier and flight timings shown in this brochure, on our website or in any other promotional material and detailed on your Booking Confirmation Invoice are for guidance only and are subject to alteration and confirmation. The latest route, timings and carrier will be shown on your tickets which will be despatched to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct route, flight times and carrier. It is possible that UK departure airport, overseas arrival airport, carrier and/or flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs. Any change in UK departure airport, overseas arrival airport, the identity of the carrier, flight timings, and/or aircraft type (if given) will not entitle you to cancel or change other arrangements without paying our normal charges except where specified in these conditions. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation and/or another remedy from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for any compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, you do not claim against the airline and make a claim for compensation or any other sum from us, you must, at the time of payment of any compensation or other sum to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 or via their website at [www.auc.org.uk](http://www.auc.org.uk).

## 16. CONDITIONS OF SUPPLIERS

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 ourselves or the supplier concerned.

## 17. PASSPORTS & VISAS

It is the responsibility of the Group Leader to obtain the passport and ensure all group members not included on any collective passport have a full individual passport. 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. 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. Although NST Travel Group'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 EHC (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. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot 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 or provide personal data on a timely basis for all party members that are required for border control or aviation security purposes. If any member of your group is not a British Citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or any of our suppliers, you will be responsible for reimbursing us accordingly.

## 18. 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. Except for delays to flights, in the event of a delay in any travel arrangements included in your tour lasting less than 12 hours, we will either (1) make arrangements there and then as appropriate to reduce any discomfort (for example providing you with a meal voucher) or (2) we will provide retrospective reimbursement of reasonable costs you incur for refreshments on production of receipts. In both cases if the delay causes you to miss a pre-booked meal where the delay exceeds 3 hours, your group will be entitled to light refreshments. In the event of a delay exceeding 6 hours, your group will be entitled to receive a main meal. In the event of a delay to flights the responsibility to provide assistance lies with the airline concerned. Please see Clause 15/16 for further details. The length of any delay is calculated from the scheduled departure time of the sea vessel, train or flight for which the group has a firm booking.

## 19. SPECIAL REQUESTS

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

## 20. MEDICAL PROBLEMS

If any member of your group has any medical problem or disability which may affect your arrangements, the Group Leader must give us full details before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. The Group Leader must give us full details in writing at the time of booking (if not already confirmed in writing) and promptly update us of any changes. 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.

## 21. ADDITIONAL NEEDS

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

## 22 . DATA PROTECTION

We are committed to protecting and respecting your privacy. Please read our Privacy Statement a copy of which can be found at: [http://www.studylinktours.co.uk/Privacy\\_Policy.aspx](http://www.studylinktours.co.uk/Privacy_Policy.aspx)

# STUDYLINK TOURS

GROUP TRAVEL FOR UNIVERSITIES & COLLEGES

This privacy statement explains what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy.

