

**North Devon Groms Ltd (trading as Crave Surf & Snow)**

**BOOKING TERMS & CONDITIONS**

These Booking Terms and Conditions and our privacy policy, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with North Devon Groms Ltd (trading as Crave Surf & Snow) with company number 14335515 and registered address Summerhill, Darracott, Devon, EX33 1JY (“we” or “us” or “our”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a) he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b) he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c) he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d) he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**PLEASE NOTE: We act in the following capacities, as a Package Organiser in the sale of a Package and as a Principal in a ‘single service’ booking (i.e. holiday club, day activities, afterschool club only).**

As a result, our obligations to you will differ depending on what capacity we are acting in and whether or not what you have booked is a package (“**Package**”) as defined within the Package Travel and Linked Travel Arrangements 2018 (“**PTRs**”) where we are acting as the Package Organiser (please see clause 13 for further details of where this will be the case); as a Principal in the sale of a single service booking.

Our differing obligations are set out below, in the following separate sections:

- a) Section A contains the conditions that will apply to all bookings you make with us;
- b) Section B contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser;
- c) Section C contains the conditions that will apply where you make a single service booking with us, where we are acting as Principal;

**SECTION A – APPLICABLE TO ALL BOOKINGS**

**1. ACCURACY & PRICES**

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate, however occasionally changes and errors occur and we reserve the right to correct prices (whether advertised or confirmed) and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

Where you have booked a Package, additional terms and conditions apply to pricing. Therefore please see clause 14 for further information.

## **2. INSURANCE**

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. Your policy must be suitable for the activities and should include, where applicable, mountain rescue, winter activities, etc. If you choose to travel without adequate insurance cover, neither we nor the Supplier will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. Such insurance should be valid from the date of booking and be valid throughout the duration of your booking.

## **3. EVENTS BEYOND OUR CONTROL**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "*Events Beyond our Control*". For the purposes of these Booking Conditions, this means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

## **4. SPECIAL REQUESTS**

Any special requests must be advised to use at the time of bookings e.g. diet, room, location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **5. DISABILITIES & MEDICAL PROBLEMS**

If you or any member of your party has any medical problem or disability which may affect the Tour arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen Tour. In any case, you must give us full details of any medical problems or disability in writing at the time of booking so that we can try to advise you as to the suitability of your chosen Tour. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we feel unable to properly accommodate the particular needs of the person concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of those details. We will not be liable for any loss arising from your failure to inform us about any medical problem, disability or special need which might affect your enjoyment or participation on your tour.

Please note, a number of the tours we offer, for example skiing and surfing, can be physically demanding and require a good level of fitness and health and physical ability.

## **6. ENTRY, PASSPORTS, VISA & IMMIGRATION REQUIREMENTS, SAFETY & HEALTH FORMALITIES**

We can only provide general information regarding entry, passport, visa, immigration requirements and safety and health formalities applicable to your package itinerary. Where your booking with us involves overseas travel, it is your responsibility to check such requirements (in good time before departure), in order to make your decisions to fulfil such requirements regarding your destination and/or the country(ies) through which you may be transiting through.

Such information which you may need to check includes (but is not limited to) passport requirements including (but not limited to) how valid your passport must be after return date, whether your passport must be machine readable or which visas/waivers may be required for entry such as ESTA for USA travel and/or ETIAS for EU travel).

You must check requirements for your own specific circumstances with the relevant bodies as applicable. We have provided a few useful resources below, though it is your responsibility to check and see if such a body would be relevant to yourself.

- the Foreign, Commonwealth and Development Office (“FCDO”, <https://www.gov.uk/travelaware>) (applicable to UK residents);
- UK Passport Office (0870 5210410 or <https://www.gov.uk/browse/citizenship>).
- Embassies, High Commission and/or Consulates;
- own doctor.

For UK residents booking European travel, you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities.

## **7. DELAYS, MISSED TRANSPORT ARRANGEMENTS & OTHER TRAVEL INFORMATION**

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your tour price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation 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. A delay or cancellation to 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 cannot accept liability for any delay which is due to any of the reasons set out in condition 9 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately

on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/commercial-industry/airlines/licensing/requirements-and-guidance/third-country-operator-certificates/>) detailing air carriers that are subject to an operating ban within the UK. This website/brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements.

## **8. CONDUCT AND BEHAVIOUR**

When you book with us, you accept responsibility for any damage or loss caused by any member of your party. Full payment for any such damage or loss must be paid direct at the time to us or to the accommodation owner or manager or other supplier of services to whom loss or damage is caused. 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 but not limited to, 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 reserve the right within our reasonable discretion and without prior notice, to terminate the Tour 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. We will also seek recovery of any outlay or losses we incur, including our own legal costs.

The Party Leader accepts responsibility for the good conduct of all participants during the tour and for school trips warrants that the correct ratio of responsible adults will be on active duty at all times to ensure that all participants behave well. 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. All local laws relating to the consumption of alcohol must at all times obeyed by participants,
- b) No participant consumes alcohol to excess,
- c) Participants comply with local laws,
- d) No participant uses illegal substances
- e) No participant smokes in a hotel bedroom or in any other way causes a fire hazard,
- f) Participants act in a responsible way and do not behave in a way likely to cause damage to property or offence to other people.

## **9. JURISDICTION & APPLICABLE LAW**

These Booking Conditions are governed by English law and we both agree that the courts of England and Wales have exclusive jurisdiction over any dispute, claim or other matter which may arise between us (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

## **10. 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 which you agree are incorporated into the 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.

We draw your attention to the following non-exclusive circumstances which fall outside our direct control. Note that some amenities (e.g. hotel lifts, swimming pools, etc.) require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions (e.g. local staffing, availability of outdoor swimming pools, etc.) and their availability is at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand; its nature and frequency may be varied and there may be a lack of demand or insufficient numbers in the hotel. Adverse weather may also affect availability of ski and surf areas, ice rinks, bus services, après ski activities or ski lift facilities in which case our suppliers will do their best to offer alternative facilities or activities.

**Ferries:** The standard channel crossings for each tour are detailed on our website. Whilst we will make every effort to secure the ferry route of your choice this cannot be guaranteed.

**Coaches:** We reserve the right to utilise any empty coach seats for our staff.

## 11. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on enjoying your tour, are not part of your contracted arrangements with 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.

## SECTION B: PACKAGE BOOKINGS

**This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see clause 13 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

## 12. MAKING A PACKAGE BOOKING

A booking is made with us when:

- you pay us a deposit in accordance with the payment schedule ("Payment Schedule") set out below (or full payment if booking 12 weeks or less before departure);
- you complete and issue us yours (and all members of your party) Passenger Information Sheet; and
- we issue you with a booking confirmation.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion.

A binding contract will only come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking/contract.

If your confirmed arrangements includes a flight, we will issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation (or any other document) we send are wrong, you must advise us immediately as changes cannot be made later. In any event, we will not be responsible for any loss or agree any compensation if we are not notified of any inaccuracies in any document as soon as possible.

The balance of the cost of your arrangements (including any applicable surcharge) is due in accordance with the Payment Schedule set out below. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable.

Where a provisional booking is made and a holding deposit is paid to us, the party leader accepts our booking terms and conditions subject to the conditions below and agrees to the Payment Schedule below and the requirement to fulfil the Passenger Information Sheets.

Whilst, we will endeavour not to change prices, supplier costs may change between provisional and your confirmed booking and within this period, we reserve the right to change the price by any amount at any time. If you do not want to accept the change, you can cancel subject to the terms and conditions.

### Payment Schedule

Deposit (due at time of booking):

| Group type                           | Deposit                    |
|--------------------------------------|----------------------------|
| Coach groups                         | £200pp                     |
| Air groups                           | £300pp                     |
| Groups that do not require transport | 10% total value of package |

An invoice for the balance will be sent 12 weeks prior to departure and the full amount must be received by us no later than 10 weeks. Tickets are typically dispatched 2 weeks prior to departure.

**PLEASE NOTE: We require a completed Passenger Information Sheet before your booking can be completed.**

### 13. DEFINITION OF PACKAGE

Where your booking is for a Package, we will act as a "Package Organiser" and you will receive the rights and benefits under the PTRs, as outlined in this Section B of our Booking Terms and Conditions.

A Package exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same tour:

- (a) transport; or
- (b) accommodation; or
- (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- (d) any other tourist service not intrinsically part of one of the above travel services,

*provided that* those travel services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term "package" or a similar term.

**IMPORTANT NOTE:** where you have made a booking which consists of not more than one type of travel service as listed at (a) – (c) above, combined with one or more tourist services as listed at (d) above, this will not create a Package where the tourist services:

- do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
- are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as "Single Service" bookings and will not be afforded the benefit of the rights under the PTRs. Please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

### 14. PRICES AND SURCHARGES

**We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours. We also reserve the right to increase the price of confirmed tours solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the tour imposed by third parties not directly involved in the performance of the tour, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents) and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed tour (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another tour if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. 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 the price of your tour go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. 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.

There will be no change made to the price of your confirmed tour within 20 days of your departure nor will refunds be paid during this period.

For student groups, our prices are applicable for pupils up to 18 years of age. If your party consists of students over 18 years of age, please advise us at the initial enquiry stage. An adult supplement is applicable for clients over 18 years of age at time of travel. Additional adults in excess of the free places offered can normally be accepted at a supplement charge quoted by our office.

## **15. CUTTING YOUR TOUR SHORT**

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, you will not be entitled to any refund for that part of your Tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **16. IF YOU CHANGE YOUR TOUR & TRANSFERS OF TOURS**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with condition 17.

### Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a) that person is introduced by you and satisfies all the conditions applicable to the tour;
- b) we are notified not less than 7 days before departure;
- c) you pay any outstanding balance payment, an amendment fee per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d) the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 17 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed (for example, scheduled airlines normally regard name changes as a cancellation and rebooking) and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 17. IF YOU CANCEL YOUR TOUR BEFORE DEPARTURE

If you or any other member of your party decides to cancel your confirmed booking you must notify us by email at [robbie@northdevongroms.co.uk](mailto:robbie@northdevongroms.co.uk) or by phone. Please ensure that receipt is confirmed by us, or your email may have been sent to the junk folder. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive and acknowledge it.

Should one or more member of a party cancel, it may increase the per person tour price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

| Period before departure in which you notify us | Cancellation Charge |
|--|---------------------|
| More than 84 days prior to departure           | Deposit only        |
| 35-84 days                                     | 70% of tour cost    |
| 15-34 days                                     | 80% of tour cost    |
| 8-14 days                                      | 90% of tour cost    |
| Less than 8 days                               | 100% of tour cost   |

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

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

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You may terminate the package travel contract applicable to your tour at any time before the start of the package without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the place of destination or its immediate vicinity which will significantly affect the performance of the package or carriage to your tour destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you



any additional compensation. You must be able to show at the time you wish to cancel that there is no reasonable possibility of your tour going ahead, in order to rely on this clause.

For the purposes of this clause, “unavoidable and extraordinary circumstances” may include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which significantly affect travel to the travel destination as agreed in the package travel contract.

This condition 17 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

## **18. IF WE CHANGE OR CANCEL YOUR BOOKING**

We start planning the tours we offer many months in advance. Occasionally, we have to make changes or cancel your booking and we reserve the right to do so.

Changes: If we make a minor change to your tour, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include changes to the, airline/aircraft/ferries/coaches used, changes to departure times of less than 12 hours, change of accommodation or the withdrawal of certain facilities.

Occasionally, we have to make a significant change to your confirmed arrangements. Example of what might be “significant changes” depend on the details of your booking and include the following when made before departure:

- a) change of accommodation area for the whole or significant part of your time away.
- b) 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;
- c) a change of outward departure time or overall length of time you are away of 12 or more hours; and
- d) a change of UK departure point except between:
  - a. The London airports: Heathrow, Gatwick, Stansted, Luton, London City and Southend.
- e) a significant change to your itinerary.

Cancellation: We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of Events Beyond Our Control or failure by you to pay the final balance. We may cancel your tour before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i) (for significant changes) accepting the changed arrangements; or
- ii) having a refund of all monies paid; or
- iii) if available and where we offer one, accepting an offer of an alternative tour (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- a) If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;

- b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

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

| Period before departure in which we notify you | Amount you will receive from us |
|--|---------------------------------|
| More than 70 days                              | £0                              |
| 35-70 days                                     | £5                              |
| 15-34 days                                     | £10                             |
| Less than 15 days                              | £15                             |

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- a) where we make a minor change;
- b) where we make a significant change or cancel your arrangements more than 60 days before departure;
- c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (please see condition 3).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## 19. FINANCIAL SECURITY

We provide financial security for flight-inclusive [packages and ATOL protected flights] by way of our Air Travel Organiser's Licence number 12724 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 product 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 further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all tour or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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 (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.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for North Devon Groms Ltd, ABTOT number 5605, ATOL number 12724, and in the event of their insolvency, protection is provided for non-flight package; ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with North Devon Groms Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>. You can find out more about ABTOT here <https://www.abtot.com/>

If you book arrangements other than package tours from us, your monies will not be financially protected. Please ask us for further details.

## 20. OUR RESPONSIBILITIES

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your confirmation invoice, Passenger Information Sheet and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice, Passenger Information Sheet and the information we provided to you regarding the services prior to booking.
- (2) We will not be responsible or pay you compensation for any personal injury, or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
- (3) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Events Beyond Our Control (as defined in condition 3).
- (4) We limit the amount of compensation we may have to pay you if we are found liable under this condition as follows:
  - (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) **Claims not falling under (a) above or involving injury, illness or death:** The maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party proves you have not received any benefit at all from your booking.

**(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**

- i) The extent of our liability will in all cases be limited to the same extent as if we were carriers under the appropriate Conventions, Directives and Regulations, which include but are not limited to The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices or obtain them on the Internet. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' are incorporated into this contract and will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge and agree that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
  - ii) In any circumstances in which a carrier is liable to you by virtue of by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulations as if (for this purpose only) we are the carrier
  - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any supplier or the transport provider or hotelier for the complaint or claim in question.
- (5) Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice, Passenger Information Sheet and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your tour you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your tour. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us
- (6) It is a pre-condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (7) Where any payment is made, that the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (9) We will not accept responsibility for services or facilities which do not form part of our contractual agreement as set out in our confirmation invoice. For example any excursion you book, or any service or facility which your hotel or any other supplier agrees to provide for you

(10) Where it is impossible for you to return to your departure point as per the agreed return date of your tour, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your tour. For the purposes of this condition, “unavoidable and extraordinary circumstances” may include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 21. COMPLAINTS

If a problem arises, we want to be the first to hear about it. 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.

You have a legal obligation to report it as quickly as possible to our Representative or Agent and the Supplier in question so that efforts can be made to rectify it to your satisfaction.

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. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier’s ability to investigate your complaint, and will affect your rights under this contract.

We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send you a full reply or an explanation for the delay. In any event we undertake to send you a full reply within 56 days.

## 22. ADVANCE PASSENGER INFORMATION

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

## 23. ACCOMMODATION

In certain resorts where we feature more than one hotel or centre, groups will be allocated to a specific accommodation on receipt of final numbers forms. Please advise us of your preferred accommodation on your booking form. Please note that some properties may not be available on all advertised dates and are booked on a request basis by us. We occasionally use accommodation in specific resorts which is not featured on our website or promotional material. In such cases the accommodation will be of a comparable standard to that featured.

- a) **Rooms:** The general numbers of students allocated to each room is indicated on our website description. Bunk beds are sometimes used and some French and Belgian hotels also use double beds to accommodate school groups. In Austria twin beds are used with 2 single mattresses on a twin frame. Separate bed linen is used. Single rooms: Single rooms for accompanying adults or otherwise are strictly subject to availability and always carry a supplement.

Usually rooms will not be available until the afternoon on the day of arrival and groups will be required to vacate their rooms by 10.00 hours on the day of departure. Some Youth Centres require students to assist with room cleaning, stripping of beds and clearing tables at meal times.

We cannot guarantee the provision of towels and soap in all of our hotels/centres and group

members should provide their own. In the interest of hygiene, group members should be able to identify and use their own towels.

- b) **Meals:** The board basis provided by each hotel/centre is detailed on your tour quotation letter. Lunch where provided is usually packed lunch and supplements may apply for the provision of hot lunches. In the event you or any member of your party has any allergies, you must inform us immediately on booking so we can advise whether chosen accommodation is suitable.
- c) **Facilities:** Wi-fi and Internet services in hotels is subject to local supplier conditions over which we have no control and so cannot be responsible for non-availability or absence of service.  
Usage of leisure facilities such as swimming pool, hot tubs and saunas are determined by suppliers in accordance with local custom, guidelines, practice or regulations.
- d) **Ski hotels:** Where accommodation is described as offering “doorstep” skiing it will be dependent on individual skiers’ ability and snow conditions in resort. Where walking distances are quoted, it is based on the guideline time for an adult walking 100m in one minute in standard footwear as timings will vary on footwear and conditions including personal fitness. Free ski bus services may be subject to capacity restrictions.
- e) **Damage Deposits:** An increasing number of hotels/centres require a damage deposit. This is payable in resort on arrival and is refunded provided no damage is incurred. We will advise this at the time of booking or as soon as this is made known to us.

## **24. PROMPT ASSISTANCE**

If, whilst you are on your tour, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally.

## **25. FREE PLACES**

Free places and similar offers such as free coach travel to airport are subject to brochure and website conditions and if you qualify for them will be confirmed by us in writing after all places have been paid for in full.

If you have any questions in relation to our booking terms and conditions, you must contact us prior to confirming your booking to clarify any queries.

## **SECTION C: SINGLE SERVICE BOOKINGS**

**This section applies to all Single Service bookings that you make with us (e.g. day trips, after school club activities, etc.). Please read this section in conjunction with Section A of these Booking Conditions.**

### **26. Making a Single Service Booking**

Payment for a Single Service Booking is due in full two weeks after the booking is made, or two weeks prior to departure, whichever comes first. A Single Service Booking contract is made with us when payment has been made and we issue you with a booking confirmation that will confirm the details of your booking/contract.

## 27. If You Change Or Cancel Your Single Service Booking

### Changes:

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us by email at [robbie@northdevongroms.co.uk](mailto:robbie@northdevongroms.co.uk) as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £20 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

**Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.**

### Cancellations:

If you, or any member of your party, decides to cancel your booking after it has been confirmed, the first named person on the booking must contact us by email at [robbie@northdevongroms.co.uk](mailto:robbie@northdevongroms.co.uk). Your notice of cancellation will only take effect on the date we receive it. Should one or more member of a party cancel, it may increase the per person trip price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

| <b>Period before departure date within which written notification is received at our offices</b> | <b>Cancellation Charge</b> |
|--|----------------------------|
| More than 3 weeks prior to departure   | Loss of deposit            |
| Less than 3 weeks prior to departure   | 80% of the cost            |

**Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

## 28. If We Change or Cancel Your Single Service Booking

We may in certain circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation. Very rarely, we may be forced by *Events Beyond Our Control* (see clause 3) to change or cancel your travel service(s) after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

## 29. Our Responsibilities To You For Single Service Bookings

- (1) Subject to the remainder of this clause, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the

suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
  - (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) availability (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you: or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### **30. Complaints For Single Service Bookings**

We make every effort to ensure that your tour arrangements run smoothly but if you do have a problem during your activity, please inform the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us at our Head Office.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us by email at [robbie@northdevongroms.co.uk](mailto:robbie@northdevongroms.co.uk) within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect our and the



applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

### **31. Financial Protection For Single Service Bookings**

Where you book a Single Service from us, your monies will not be financially protected. Please ask us for further details.