

# Booking conditions

YOUR PACKAGE TOUR BOOKING IS WITH NST TRAVEL GROUP LTD.

## 1. Our details

NST Travel Group Ltd, Discovery House, Brooklands Way, Whitehills Business Park, Blackpool FY4 5LW.  
Tel: 01253 833833. Email: info@nstgroup.co.uk

## 2. Your booking

A booking will exist as soon as we issue our Booking Confirmation. This booking is made on the terms of these Booking Conditions and you will be our sole point of correspondence. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your group the terms of these Booking Conditions and Privacy Statement.

## 3. Paying for your booking

When you make your booking, you must pay a non-refundable initial deposit, we require an interim payment to be paid within 8 of the initial deposit payment. The balance of the price of your travel arrangements must be paid at least 10 weeks before your departure date. If deposits and/or balance is not paid in time, we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit. Payment amounts are detailed in your Provisional Booking and Booking Confirmation.

## 4. If you cancel your booking

You, or any member of your group, may cancel your travel arrangements at any time. Written notification from you who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

Period before departure	Cancellation charge in which you notify us
More than 70 days	Deposit only*
69 - 28 days	60% of tour cost*
27 - 14 days	80% of tour cost*
Less than 14 days	100% of tour cost

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.

\* If your group is travelling with a low-cost airline there is an additional cancellation charge to pay, as outlined in your Provisional Booking and Booking Confirmation, to cover costs which will have been paid to the airline.

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

If any cancellation brings the number of passengers below the minimum number required to qualify for a particular price, then the price will be adjusted accordingly. You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign & Commonwealth Office. (For the latest travel advice from the Foreign & Commonwealth Office including security and local laws check <https://www.gov.uk/foreign-travel-advice> ).

## 5. If you change your booking

If, after our Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. You must make a request for any changes in writing. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements may not be changeable after a reservation

has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by giving us notice in writing at least 7 days before departure. The new traveller is responsible for paying all costs we incur in making the transfer.

## 6. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 10 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number of passengers required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. If we have to cancel a LIVE! student event due to us not receiving the required passenger numbers to run the event, we will notify you 70 days before your tour and provide a 100% refund.

If your tour is cancelled, you can either have a refund of all monies paid or accept an alternative tour of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will:

- provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount you will receive from us
70-29 days	£5 per person
28-15 days	£10 per person
14 days or less	£15 per person

This does not exclude you from claiming more if you are entitled to do so.

## 7. If we change your booking

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

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

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

**If you choose to accept a refund:**

- we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.
- we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer is as set out in Section 6 above.

## 8. Our liability to you

You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your group; or a third party unconnected with the provision

of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

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

You can ask for copies of the travel service contractual terms, or the international conventions, from NST Travel Group Ltd. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your tour cost from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your tour. NB this entire clause 8 does not apply to any separate contracts that you may enter into for excursions or activities whilst on tour.

## 9. Protecting your money

We provide full financial protection for our package tours. For flight-based tours this is through our Air Travel Organiser's Licence number 3606 issued by the CAA of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). When you buy an ATOL protected flight or flight inclusive tour 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. We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. When you buy a package tour that doesn't include a flight, protection is provided by way of a bond held by ABTA. For further information please see [www.abta.com](http://www.abta.com). You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the

services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

#### **10. ABTA**

We are a Member of ABTA, membership number V0550. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

#### **11. Complaints**

If you have a complaint about any of the services included in your tour, we want to be the first to hear about any issues so we are able to resolve them promptly. You must also inform the supplier of the service in question without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at NST Travel Group Ltd, Discovery House, Brooklands Way, Whitehills Business Park, Blackpool FY4 5LW giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst on tour, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 10 above on ABTA.

#### **12. Additional assistance**

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

#### **13. Passport, visa & immigration requirements**

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

#### **14. Excursions**

Excursions or other tours that you may choose to independently book or pay for whilst you are on tour are not part of your package tour provided by us. For any excursion or other tour that you book yourselves, 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.

Such excursions or activities booked by you, but not forming part of your package may be stated in your itinerary for your convenience, however this does not mean we assume any responsibility or liability for these arrangements.

#### **15. Insurance**

It is a condition of booking with us that for overseas travel, you have adequate insurance in place for the duration of your tour. Please refer to your Quote, Provisional Booking and/or Booking Confirmation which will detail whether insurance is included in the package provided by us.

Please familiarise yourself with the cover provided, you must also provide a copy of the policy to each member of your group - accompanying staff and parents/guardians of the students.

If insurance is not included in the package provided by us, it's your responsibility to ensure that you have adequate insurance cover to protect you and your group against the need to cancel your tour and/or provide assistance if group members are injured or ill, and that the insurance cover you purchase is adequate for your needs.

#### **16. 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, undorsed or expired tickets, coupons or vouchers.

#### **17. Behaviour**

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

#### **18. 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 group agree to adequately supervise all members of the group. It is the Group Leader's responsibility to ensure that:

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

#### **19. Special requests**

Any special requests must be clearly notified to us by you 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 us when they have been confirmed in writing to be guaranteed by NST Travel Group Ltd.

#### **20. Medical issues & disabilities**

If any member of your group has any medical problem or disability which may affect your arrangements, you must give us full details before confirming your booking so that we can advise as to the suitability of the chosen arrangements. You must give us full details in writing at the time of booking 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. Data protection**

We are committed to protecting and respecting your privacy. Please read our Privacy Statement, a copy of which can be found at <https://www.nstgroup.co.uk/privacy-statement>. 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.

#### **22. Law & jurisdiction**

This booking is governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

NST Travel Group Ltd may use your written feedback in promotional materials whether it reaches us in letters or on our feedback forms, we will not publish your name but will reference the establishment.

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