





## TERMS AND BOOKING CONDITIONS

The following conditions set out the terms of your contract with Spencer Scott Travel Services Limited (hereafter called "**The Company**"). This contract shall be governed in all respects by English Law and is subject to the jurisdiction of English Courts. If any part of these Booking Conditions is found to be invalid or unenforceable then the remainder of these Booking Conditions will not be affected but will remain valid and enforceable.

### 1. TO MAKE A BOOKING

A booking can only be made by completing and signing a booking form and returning it to The Company. It is only when The Company confirms in writing the arrangement requested in the booking form that a contract exists between you and The Company.

The stated deposit per person must accompany the completed and signed booking form. The balance of the full amount is due not less than eight weeks prior to departure date. Bookings made within eight weeks of departure, full payment must accompany the booking form. Confirmation of your booking will be made within seven days. The single room supplement will be applicable for all individuals booking. Persons under the age of 21 years are not normally accepted. It is the responsibility of the Client to ensure that adequate and appropriate cancellation & travel insurance is obtained at the time of booking.

Cheques are to be made payable to: **Spencer Scott Travel Services Limited**. Credit cards are not accepted. Payments can be made by direct transfer to: ROYAL BANK OF SCOTLAND, 29 OLD BROMPTON RD, LONDON SW7 3JE. SORT CODE: 16-00-84 ST ERLING ACCOUNT NO. 10027330. IBAN: GB72 RBOS 1600 8410 0273 30. Or to US DOLLAR ACCOUNT NO. SPSCTRSE-USD-C IBAN: GB68 RBOS 1663 0000 5124 12 SWIFT/BIC: RBOS GB 2L

### 2. ATOL LICENCE and FINANCIAL SECURITY

The Company is fully licensed by the Civil Aviation Authority. Our ATOL number is ATOL 3471. All monies paid by your for air holiday packages are ATOL protected by the Civil Aviation Authority [www.caa.co.uk](http://www.caa.co.uk). Monies for non-air holidays are fully protected by IPP insurance compliant with Package Travel Regulations.

### 3. CANCELLATION BY THE CLIENT

The Client may cancel a booking by giving written notice to The Company, which notice will only be effective when received by The Company. Upon cancellation The Client will be subject to the following cancellation charges according to the number of days prior to departure when the notice of cancellation is received by The Company.

<u>Days prior to departure</u>	<u>Cancellation charges per person</u>
More than 60 days	Deposit only
30 - 60 days	75%
15 - 29 days	85%
0 - 14 days	100%

### 4. ALTERATION/CANCELLATION BY THE COMPANY

a. Every reasonable effort will be made to comply with the documented arrangements but The Company reserves the right to alter or cancel the whole or part of the programme. The Company will, where possible, offer the Client available alternative arrangements of a comparable standard or, in the case of cancellation, offer the Client the option of full refund of monies paid. Only with alterations made by The Company within eight weeks prior to departure will the following compensation payments be made if the Client elects to accept the changes:

<u>Days prior to departure</u>	<u>Compensation per person</u>
More than 60 days	Nil
30 - 60 days	£10
15 - 29 days	£15
Under 15 days	£20

**NB** These payments will not be made when alterations are necessary due to force majeure (as set out in Clause 4c & 4e below).

b. Prices are based on an economic minimum number of passengers. In the event that this economic number is not reached, The Company reserves the right to cancel the travel arrangements up to eight weeks prior to departure, but The Company has no other legal liability to you, in particular no liability to compensate you for the loss of opportunity to travel. In these circumstances a full refund will be paid to the Client within 14 days of the written notice of cancellation.

c. The Company also reserves the right to cancel or alter the travel arrangements at any time by reasons only of force majeure (war, threat of war, riots, Acts of God, civil disturbances, strikes, natural or nuclear disasters, terrorist activities or threat of such) technical problems with transportation, closure of airports, alteration or cancellation of schedule services or other similar events outside the control of The Company, including financial failure of sub-contractors. The Company shall offer an alternative of at least comparable standard (if available) but if this is not possible shall refund monies it is able to recover from suppliers less the deposit. Compensation payments as set out in clause 4a shall not be made. The Company will refund monies paid within 14 days of written notice of cancellation, but The Company has no other legal liability to you in particular no liability to compensate you for the loss of opportunity to travel.

d. The Company reserves the right to cancel a booking if the Client defaults in payment occurring within 60 days prior to departure and the Client will be subject to cancellation charges as set out in Clause 4.

e. The Company reserves the right to cancel a booking if it has reasonable doubts to the suitability of the Client. In these circumstances a full refund will be paid to the Client, and the Company has no other legal liability to you, including no liability to compensate you for loss of opportunity to travel.

f. The Company reserves the right to alter a programme if made in the interests of Clients safety without liability to pay compensation of any kind.

### 5. OVERBOOKING

a. The Company makes arrangements with independent contractors who provide the services which make up the component parts of your travel arrangements. The Company shall not accept bookings for more customers than for the numbers it has contracted. However The Company cannot guarantee that the providers of services will not themselves overbook. Should this happen the Company shall take all reasonable steps to ensure that travel arrangements are not altered or cancelled.

## *Spencer Scott Travel Services Limited*

Pippingford Manor, Pippingford Park, Nutley, East Sussex TN22 3HW

Telephone: +44 (0)1825 714310 Facsimile: +44 (0)1825 714311

E-mail: [info@spencerscott.co.uk](mailto:info@spencerscott.co.uk) Web: [www.spencerscotttravel.com](http://www.spencerscotttravel.com)



5. **OVERBOOKING continued**
- b. If services are overbooked for reasons beyond The Company's control and The Company knows of such overbooking prior to departure The Company shall immediately inform the Client in writing and offer alternative travel arrangements of comparable standard (if available) or a full refund of monies. If alteration is due to overbooking and occurs within eight weeks prior to departure compensation payments as detailed in Clause 5a will be made.
- c. If services are overbooked but The Company does not know of such overbooking prior to departure the Client shall be offered alternative services of a comparable standard. However should the Client not wish to accept these changes, The Company shall take reasonable steps to repatriate the Client to the UK as soon as possible in which event The Company shall be under no liability to pay any compensation to you.

6. **PRICES AND SURCHARGES**

- a. Prices of the services are based on costs and exchange rates known on 30 September 2011.
- b. The price of travel services are subject to surcharges on the following items: governmental action resulting in increases in local taxes on ground arrangements, food and accommodation, currency exchange rate fluctuations affecting ground arrangements, food and accommodation, increases in aircraft fuel, overflying charges, airport taxes and scheduled airfares. Any increase in costs shall be borne by the Client, who shall be notified in writing not less than 30 days prior to departure. If this means paying more than 10% on the holiday price, the Client shall be entitled to cancel the booking within 14 days from the issue date on the amended invoice detailing the surcharges. If the Client elects to cancel a booking because of surcharges in excess of 10% of the total cost of the travel arrangements, all monies will be repaid less the initial deposit.
- c. Bookings made within eight weeks prior to departure may be subject to an increase in the original price. In circumstances where a surcharge is levied by suppliers when reallocating airline seats or hotel rooms the increase will be passed on to the Client.

7. **LIABILITY**

The Company intends to operate all programmes as originally detailed, and will make every effort to ensure that all arrangements operate smoothly. The extent of the Company's liability is considered realistic and reasonably fair and is limited to negligent acts by the Company or any person in their direct employ.

- a. Travelling overseas involves certain unknown risks. The Company will endeavour to ensure the safety of its clients at all times but cannot predict or control or possible risks. The choice to travel to a particular destination is at The Client's discretion.
- b. The Company is not an airline carrier or hotelier. All arrangements are made with independent contractors. The Company does not accept responsibility for any negligence or act of default on the part of any bodies over whom The Company has no control, ie the provision of air travel, hotel accommodation, tours, transportation, conveyance, meals or other services of whatever nature connected in any way with your travel arrangements.
- c. The Company will provide alternative flights in the event of the financial failure of a scheduled airline carrier, if booked as part of one of its organised packages. The Company will endeavour to secure the best alternative flights but accepts no liability to compensate The Client in the event of a loss in days, additional accommodation expenses, personal expenses or inconvenience incurred.
- d. The Company accepts no liability for any loss or damage to any luggage or property of the Client or any loss of delay or disappointment or inconvenience or injury or illness suffered by the Client unless the Client can prove that it was sustained as a result of the negligence of the Company or any person in their direct employ.
- e. Any additional expenses not included in the price of the travel arrangements reasonably incurred by The Company for or on behalf of the Client, ie medical, hospital, surgical, dental or similar treatment, hotel transportation, repatriation costs, legal fines shall be payable to The Company on demand.
- f. The Company accepts no liability in respect of alteration or cancellation of the travel arrangements arising from force majeure, technical failure and/or financial failure of a sub-contractor as defined in Clause 4c.
- g. The Company accepts no liability for the impairment of services or facilities caused by persons of the same party or of other travel companies.
- h. The Company accepts no liability in the event that your travel arrangements do not comply with your special requests. The Company will make every reasonable effort to provide special requests but cannot guarantee their provision.
- i. The Company shall not be legally responsible for Clients or their actions whose behaviour is detrimental to the travel arrangements.
- j. Most activities involve some risk, the participation of which is at the Client's discretion. The Company accepts no liability for personal injury due to participation in sporting activities, including walking.
- k. The Company accepts no liability in the event that a particular host/tutor/performer is unable to participate in a programme/performance/activity due to unforeseen or personal circumstances. The Company will in such instances provide an alternative host.
- l. The Company accepts no liability for the level of enjoyment of an event, performance and/or activity.
- m. The Company accepts no liability to compensate you for the loss of opportunity to travel if The Company cancels your booking or travel arrangements for any reason.

9. **AIRLINE CONDITIONS**

The conditions of Carriage of the Airline you travel by will apply. These conditions are the subject of International Agreements between countries. Some will limit or even exclude liability. Copies can be obtained from individual airline carriers.

10. **PASSPORTS AND VISAS**

It is the responsibility of the Client to ensure that a valid passport is held (min. 6 months) and that the correct visa is obtained. The Company will provide visa information if required.

11. **INSURANCE**

It is responsibility of the Client to ensure that they have adequate travel, medical and cancellation insurance at the time of making the booking and for the destination, any activity and altitude levels involved.

12. **VACCINATIONS**

The Company will provide information on recommended vaccinations for your destination of travel. It is responsibility of the Client to seek medical advice.

13. **ENSUITE FACILITIES**

Bedrooms with ensuite facilities will be with either a shower or bath and a WC.

14. **COMPLAINTS**

Complaints must be made in writing not more than 30 days after returning from the travel programme to: Spencer Scott Travel Services Limited, Pippingford Manor, Nutley, East Sussex TN22 3HW

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