#### **Leisureworld Educational Tours**

4th Floor, Oldway House, Castle St, Merthyr Tydfil, CF47 8UX

ATOL NO: 5370 IATA NO: 91232816

Email: info@lwsch.co.uk







### **BOOKINGS TERMS AND CONDITIONS**

Together with the information contained in our quotations, these booking conditions form the basis of your Contract with Holiday World International Travel Limited.

"Leisure World" is a trading style of Holiday World International Travel Limited, 4<sup>th</sup> Floor, Oldway House, Castle St, Merthyr Tydfil, CF47 8UX.

#### WHAT YOUR PRICE INCLUDES

Please check your quotation and what is included in your price.

#### WHAT IS NOT INCLUDED

- I. Any surcharges levied as a result of currency/fuel cost fluctuations or other surcharges levied by the government
- II. Meals unless stated in your quotation
- III. Optional excursions
- IV. City/Tourism Taxes
- V. Mandatory Porterage
- VI. Travel Insurance

#### **AIRPORT TRANSFERS AND COACHES**

Our coaches offer a high level of comfort and conform to the strictest safety standards. For your comfort, most coaches feature washroom/toileting facilities, forced air ventilation, panoramic windows, and air suspension. We make frequent stops on longer coach transfers. Facilities may differ on shorter airport transfers. We operate a strictly no smoking policy on all coaches.

### IF WE NEED TO CHANGE YOUR FLIGHT OR COACH ARRANGEMENTS

Since we plan your quotations and itineraries so far in advance, your booking options and arrangements could be subject to change. We reserve the right to change your departure airport, departure dates and flight/coach times at any time. Flights to Canada, North America, South America and Worldwide are in many cases indirect, mainly for availability and competitive pricing which is built into your quotation. A request for a direct service can be requested at any time but in many cases is at a much higher price. These arrangements will always be in the passengers' best interest and safety.

#### **ACCOMMODATION FOR GROUPS AND CODE OF CONDUCT**

We only use hotels which meet our high value for money standards. The programme is based on hotels of known standard to Leisure World and in most cases, has been visited by our resort agents or ourselves. Please note that star rating standards may vary from country to country and should not be compared to those awarded in Britain. Due to the nature of short breaks, we cannot guarantee that leisure facilities where advertised will be open during your time of stay. In the event of your hotel becoming unavailable for whatever reasons, we reserve the right to offer an alternative hotel of similar or better standard. Our agent in the area can take advantage of any offers that become available and so an upgrade to a higher category or better positioned hotel is always possible.

We believe that all our hotels desire to provide a safe and relaxing atmosphere for all guests. To that end, our hotels require that all guests, including school groups, adhere to a strict code of conduct that ensures noise is

kept to a reasonable level. Unacceptable noise is curtailed at all times otherwise a security charge will be made to the relevant group leader. It is important to note that for safeguarding reasons, upon arrival at your hotel the rooms are checked for any damage that may be visible. If there should be any damage, this must be reported to the reception staff immediately otherwise charges could be incurred prior to departure. As a company, we pride ourselves on providing high quality accommodation, but in some countries including Canada, South America and North America, students will be required to share 4 per room in queen/king beds on a shared basis, which enables us to keep our prices low and within school budgets. This will be advised and agreed at the time of booking. Should your group require alternate room occupancy other than stated, a supplement will be applied per passenger and is subject to availability.

### IF WE NEED TO CHANGE YOUR ACCOMMODATION

We do not control the day-to-day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation is not available. This may be because of circumstances beyond our control and if this happens before your departure or upon your arrival to resort, we will use our reasonable endeavours to provide accommodation of at least similar or higher standard in the same area.

#### **PASSENGER BEHAVIOUR**

We want all our customers to have a happy and carefree experience. You must remember that you are responsible for your behaviour and the effect it may have on others. If you or any member of your group are abusive, disruptive, or behave in a way in which in our reasonable opinion, could cause damage or injury to others or adversely affect their enjoyment of their holiday, we have the right after reasonable consideration to terminate your Contract with us. If this happens, we will have no further obligation or liability to you. The coach driver/representative is entitled to refuse your boarding if in the reasonable opinion you are unacceptably under the influence of alcohol or drugs, or you are being violent or disruptive. If you are refused boarding on the outward journey, we will treat it as a cancellation by you and we will apply cancellation charges accordingly. If the refusal is on the return journey, we have the right to terminate the Contract and will have no further obligation or liability to you.

## **HOW TO BOOK**

At the time of booking, a minimum deposit of £60.00 per person is required for all coach holidays. For all trips travelling by air, a minimum deposit of £150.00 per person is required. For European departures, names, and dates of birth for all passengers is required at the time of booking. In respect of Worldwide departures, we require names and dates of birth for all passengers a minimum of 4 months prior to departure. The deposit requirement may be subject to change under certain circumstances. Deposits required in respect of group travel will be confirmed at the time of booking, and all requests for group discounts for group leaders and associates must be agreed prior to the quotation stage. Should an inspection visit be required, this must be agreed prior to the booking stage and under normal circumstances, cost prices will be given. All such requests must be in writing.

Should you fail to achieve your quoted full paying passenger numbers a per person supplement will be applied up to a maximum of 10%. We will endeavour to keep any price increase to a bare minimum.

We must receive payment in full no later than 12 weeks before departure, otherwise we reserve the right to cancel your booking or to invoice you for any additional costs which may be incurred as a result of failure to pay. Full payment of any additional costs is due on receipt of the invoice. For bookings made within 12 weeks of departure, full payment is due at the time of booking. All bookings are made with Holiday World International Travel Limited trading as Leisure World. Your booking is taken and accepted in respect of all persons travelling when we dispatch our confirmation invoice to the person making the booking, together with a copy of these booking conditions.

We accept payment by cheque or BACS (bank transfer). As soon as payment arrangements are made, we will send you a confirmation invoice, along with a receipt and booking conditions.

#### **LEISURE WORLD FOR SCHOOLS**

All prices in our brochures and on our website including fares, accommodation, and transport costs are per person based upon the sterling exchange rates. Since exchange rates are floating, official surcharges may be imposed, and these prices are subject to variation. If surcharges are deemed to be necessary, we will inform you prior to the balance due by date. This surcharge will not exceed 10% of the holiday cost. No surcharges regarding currency will be passed on less than 14 days before departure except in the case of late bookings.

The Airlines that are contracted are left to our discretion, but should a specific airline be requested, any extra costs will be passed on should it be necessary to do so. Should a specific departure date be requested, any extra costs will be passed on should it be necessary to do so. All flights are subject to availability, and this also applies to all surface transportation and hotel accommodation. Also, because of the advance booking time, if increased costs are imposed on us from theme parks, places of interest, museums, or excursions, we will have no alternative other than to pass these increases to you, which will appear on your invoice at any time prior to departure. This account should be paid on receipt of the invoice, except in the case of late bookings, when you will be advised at the earliest possibility of any surcharges.

#### **APD YOUTH TAXES**

All quotations for student passengers aged 15 and under have had APD UK Taxes deducted. Should any passengers be over the age of 16, a supplement may be applied.

#### **GOVERNMENT TAXES**

Should we be advised by the airline or coach company that further government tax is to be collected, then this charge will be passed to you prior to departure. City/Tourism Taxes are not included within your booking. Mandatory Porterage is not included within your booking.

#### **FORCE MAJUERE**

We shall not be in breach of the Contract with you nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such a delay or failure results from events, circumstances, or causes beyond our control. Such events, circumstances, and causes may include, but are not limited to, the following:

- I. acts of God, flood, drought earthquake or other natural disaster
- II. epidemic or pandemic
- III. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations
- IV. nuclear, chemical, or biological contamination or sonic boom
- V. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition
- VI. collapse of buildings, fire, explosions, or accident
- VII. interruption or failure of utility services

In such circumstances, the time for performance of our obligations shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 4 weeks, we may terminate the Contract by giving 14 days written notice to you. Should you wish to cancel your booking because of such events, circumstances or causes then you may do so subject to an administration charge of £45.00 per person travelling as well as appropriate cancellation charges as listed below.

### **COVID/TRAVEL RESTRICTIONS**

In the current times, travel advice and guidance are updated regularly and can change at any moment. It is the group leader's responsibility to keep up to date with the latest advice from the FDCO (Foreign, Commonwealth and Development Office), and take the necessary steps before departure to comply with the entry requirements for the country you are travelling to, and for your return to the UK.

### **OUR LIABILITY TO YOU**

We will perform our obligations under the Contract with reasonable skill and care. However, we will not be responsible for an injury, illness, death, loss (including loss of enjoyment or possessions), damages, expense, cost, or other sum or claim of any nature or description whatsoever which results from any of the following:

- I. the acts or omissions of the person(s) affected
- II. the acts of omissions of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable
- III. unavoidable and extraordinary circumstances

In addition, we will only be responsible for the acts and omissions of our employees, agents, and suppliers whilst acting within the course of their employment or carrying out work on our behalf whilst authorised by us to do so.

We will not be responsible where you do not enjoy your tour or suffer any problems because of a reason you did not tell us about when you made the booking, or where any problems you suffered did not result from any breach of the Contract or other fault on our part, or our employees or agents, or where any losses, expenses, costs, or other sum you have incurred relates to any business.

Should you have any difficulties whilst on your tour, you can contact us between 9:00am and 5:00pm Monday to Friday.

Should you have a circumstance beyond your control of an urgent nature whilst on your tour, please send us an email and we will come back to you as soon as possible.

We cannot accept responsibility for any services which do not form part of the Contract.

We do not limit the amount of damages you are entitled to claim in respect of personal injury or death, which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is 3 times the total tour cost (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total.

# **SCHOOL SPORTING TRIPS**

Most of our organised sporting trips are arranged with local teams from local schools, but should the teams find it necessary to cancel due to circumstances beyond their control, we will do our utmost to find a replacement team as soon as possible. Should it be necessary to cancel the game completely, then we reserve the right to do so without any liability to you, but it may be possible to arrange an alternative activity (subject to availability) within the same budget.

### **INCLUSIVE CHARGES**

Inclusive charges are commercially confidential, and a cost breakdown cannot be given at any time. Please ask for a quotation from those prices stated on the brochures/website at the time of booking.

### **REQUESTS**

If you have any requests (for example, low floor etc.) we must be informed at the time of booking. We will use our reasonable endeavours to meet your request, but no guarantee can be given, and such requests will not form part of your booking Contract with us.

#### **ALTERATIONS TO BOOKINGS**

We ask you to keep amendments to a minimum. If we have confirmed your trip, a minimum charge of £35.00 will be levied for each alteration to your booking. Alterations made less than 28 days before departure may also result in cancellation charges from hotels and carriers. Charges for necessary fax or telephone calls to obtain the reservation will be added to your invoice.

### **CHANGES TO QUOTED PASSENGER NUMBERS**

Should the number of full paying passengers fall lower than your quoted amount prior to 12 weeks before departure, a per person supplement may be applied.

#### **CHANGING YOUR TRIP**

If having booked and paid a deposit for one trip and you wish to transfer to a different trip or departure date, we will do our utmost to satisfy your requirements. If we are able to accommodate this, you will be credited with the deposit. However, an additional charge of £35.00 per paying passenger will be made. Changes within 28 days of departure will be treated as a cancellation of your original trip and regarded as a new booking for a different trip.

### **PASSPORTS AND VISAS**

All passengers must be in possession of a valid passport and appropriate visas for the purpose of their intended travel. It is the responsibility of all passengers to check the passport and visa requirements for the country they intent to visit, by contacting the relevant Passport Office or Visa Unit.

### **TRAVEL DOCUMENTS**

You are responsible for ensuring that all necessary travel documents are valid and effective.

### **YOUR TICKETS**

Most airline arrangements are now ticket-less, however, we will use our reasonable endeavours to send to you your Locator Reference, together with your Baggage Labels (should you opt for them), Itinerary, and Trip Information a minimum of 7 to 14 days before departure, unless in the case of a late booking, wherein the ticket will be TOD (Ticket on Departure) and presented by the trip representative/driver.

### **OPTIONAL EXCURSIONS**

All extra excursions are optional unless stated in the trip itinerary as included. We recommend our optional excursions which we believe are excellent value and enable you to enjoy the time you have abroad. However, we suggest you visit the relevant websites to check that our excursions meet with your satisfaction and approval. With our vast experience we have selected the most popular excursions in the area for education, scenery, entertainment, and ease of travelling. However, depending on the circumstances that prevail, we reserve the right to alter the excursions if the conditions are undesirable or if economic numbers are not achieved in your travel party. In the event of us not being able to operate an included excursion, we will not be liable to you for any compensation or refund. Optional excursions are not part of our contact with you. Excursions are operated

at the discretion of your tour guide and driver. Excursions and Après Ski activities form part of your final balance payment and must be paid by the balance due by date.

#### NAME CHANGES AND PASSENGER CANCELLATIONS

All name changes and cancellations must be submitted to us in writing immediately, otherwise your deposit will automatically be forfeited. It is important that you give us the correct names of all travellers as stated on their passport at the time of booking for European destinations and departure for Worldwide destinations. Should it be necessary to change the name of a traveller, a minimum of £100.00 administration charge will be applied.

Should a name change be requested within the 12 weeks prior to departure, this may not be deemed a name change. We may consider the confirmed passenger a cancellation as they are no longer travelling, and cancellation charges will be applied. A new place would then need to be booked on the trip, subject to availability. The price for the new passenger may increase from the original price per person dependant on the supplier costs at this late stage. These costs will be added to your invoice. Should a passenger wish to cancel, you must inform us in writing and such cancellations will only be valid if made by the person who placed the booking with us. On receipt of a valid cancellation from you, we will be entitled to levy a cancellation charge based on the scale of the cancellation charges listed below. These are based on a genuine pre-estimate of the loss suffered by us as a result of the cancellation.

The cancellation charges scale is as follows:

Deposit is always Non-Refundable

84 - 28 Days Prior to Departure = 60% of the total individual passenger cost

27 – 14 Days Prior to Departure = 80% of the total individual passenger cost

Less than 14 Days Prior to Departure = 100% of the total individual passenger cost

Airline, transport providers, hoteliers and service providers etc. can charge a fee for a change and sometimes treat a change as a cancellation. Fees can be up to 100% of the price for that part of your tour. You must pay those fees as well as the amendment.

#### **DEPOSITS AND FINAL PAYMENTS**

Once your booking has been accepted, it is important for you to note that the balance due by date is 12 weeks prior to your departure, which is stated on your confirmation invoice. Failure to pay your balance by this date could result in us issuing a cancellation invoice and your booking being cancelled. Alternatively, it could result in us issuing an invoice for any additional costs incurred as a result of your failure to pay by the balance due by date. Such invoice is due in full upon receipt.

Should you wish to cancel, you must do so in writing and such cancellations will only be valid if made by the person who placed the booking with us. On receipt of a valid cancellation from you, we will be entitled to levy a cancellation charge based on the scale of the cancellation charges listed below. These are based on a genuine pre-estimate of the loss suffered by us as a result of the cancellation.

The cancellation charges scale is as follows:

**Deposit is always Non-Refundable** 

84 – 28 Days Prior to Departure = 60% of your total booking costs

27 - 14 Days Prior to Departure = 80% of your total booking costs

#### Less than 14 Days Prior to Departure = 100% of your total booking costs

Excursions and Après Ski activities form part of your final balance and must be paid by the balance due by date. This is due to payments being required by the activity providers. Certain activities may only be confirmed and finalised at a later stage due to operational conditions at your resort being satisfactory, with consideration being taken into the requirements of the groups I.E., dates and times etc.

We consider the welfare and safety of your group at all times. Your arrangements and requirements must be finalised at least 1 month prior to departure but are always subject to change whilst in the resort due to possible weather conditions which could affect the safety of your group.

#### SUPERVISORY RESPONSIBILITY

The Tour Leader is officially in charge of the group and is responsible for ensuring that the group will be fully and properly supervised at all times and that all instructions and guidance we provide are followed. The Tour Leader also warrants that at least one accompanying supervising adult will be on duty at all times throughout the duration of the tour. The supervising adults are responsible for the good behaviour and discipline of the group throughout the tour. No group member under 18 years will be allowed to consume alcoholic beverages without prior written consent of their parent/ guardian and no member of the group will be permitted to smoke in the bedrooms or otherwise cause fire hazards. The Tour Leader is also responsible for ensuring that all group members are specifically made aware of the above obligations prior to the tour commencement.

#### **FLIGHTS**

In accordance with EU Directive EC No 2111/2005, we are required to bring to your attention the existence of a 'Community List' which contains details of airlines which are subject to an operating ban within the EU. The Community List is available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban en. We are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any changes to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings detailed on your confirmation letter or elsewhere are for guidance only and subject to alteration and confirmation. The latest timings will be shown on your tickets which will be dispatched to the Tour Leader approximately two weeks before departure. The Tour Leader must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## LUGGAGE

Due to luggage space varying between coach models, we strongly recommend that each passenger restricts their personal luggage to just one item, i.e., a small/medium size soft holdall. Hard cases will not be accepted. For flights, luggage allowances and restrictions (hand and checked) vary between airlines. Details of these can be provided on request.

### **SAFETY STANDARDS**

Please note, it is the requirements and standards of the country in which any services which make up your tour are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower. For example, some of the coaches we use on our tours are not fitted with seatbelts as this is not a legal requirement of the country(ies) in which the tours are to take place.

#### **SHOULD YOU HAVE A COMPLAINT**

Any complaint or dissatisfaction you may have with any aspect of your trip should be reported immediately to the manager of the hotel, or to other service providers, or at the next available opportunity, to enable us to attempt to remedy/investigate the situation as rapidly as possible.

Should you still be dissatisfied with your trip arrangements then please contact us in writing within 8 days of your return.

#### **TRAVEL DELAY**

Your travel insurance may provide you with some cover in the event of significant delay. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with refreshments, meals and accommodation under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience, or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may use the CAA Passenger Advice and Complaints Service. See <a href="https://www.caa.co.uk/Passengers/Resolving-travel-problems">www.caa.co.uk/Passengers/Resolving-travel-problems</a> for further details.

### THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all EU rights applying to packages. Leisure World will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Leisure World has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018.

### **FINANCIAL SECURITY**

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 5370). When you buy an ATOL protected flight or flight inclusive package 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, 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 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).

\*The flights and flight inclusive holidays we arrange are ATOL protected providing your flight departs from within the UK/EEA. For further information visit the ATOL website at <a href="https://www.atol.org.uk">www.atol.org.uk</a>. 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. In the event you need to make a claim, the Civil Aviation Authority can be contacted at Gatwick Airport South, West Sussex, RH6 OYR, UK Tel +44 (0)333 103 6350 and e-mail claims@caa.co.uk. See also www.caa.co.uk for further information. The CAA's General Privacy Notice is at https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/

Compliance with The Package Travel and Linked Travel Arrangements Regulations 2018:

- I. \*\*Price Adjustments Clause\*\*: The tour operator reserves the right to modify the package holiday price in compliance with The Package Travel and Linked Travel Arrangements Regulations 2018. Price adjustments may be necessary due to unforeseen circumstances such as changes in transportation costs, taxes, or exchange rates. II. \*\*Limitation on Price Increase\*\*: Any price adjustments will be limited to a maximum of 8% of the original package holiday price, excluding insurance premiums.
- III. \*\*Customer Rights in Case of Exceeding 8% Increase\*\*: Should the price increase exceed the 8% threshold, customers have the right to cancel the booking and receive a full refund of all payments made.
- IV. \*\*Notification Period\*\*: The tour operator commits to providing notice of any price adjustments at least 20 days prior to the departure date. This ensures customers have sufficient time to consider their options.
- V. \*\*Customer Options\*\*: Customers will be offered the choice to either accept the revised price and proceed with the booking or cancel without incurring any cancelation penalties.
- VI. \*\*Price Freeze Close to Departure\*\*: The tour operator will not increase the package holiday price within 20 days of the departure date unless directly attributable to changes in transportation costs, taxes, or exchange rates.
- VII. \*\*Absorption of Additional Costs\*\*: In instances where price adjustments within 20 days of departure are necessary, any increase exceeding 2% of the original package holiday price will be absorbed by the tour operator. VIII. Should the price of your trip go down by more than 2% due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.
- IX. \*\*Communication\*\*: The tour operator will communicate any price adjustments clearly and transparently to customers, providing detailed explanations for the reasons behind the changes.

# **DATA PROTECTION**

Leisure World is a data controller for the purposes of the EU General Data Protection Regulation (which is otherwise known as GDPR) and the Data Protection Act 2018 (together referred to as data protection laws in this section). The protection of your personal data is extremely important to us. In order to respond to an enquiry, send you any material in respect of our tour arrangements and process and fulfil your booking, we need to use, where appropriate disclose and otherwise process the personal data you provide us with. We will only process your personal data in accordance with our Privacy Policy for or in connection with the purpose for which you have provided it (for example, arranging your tour) or as you have consented to our using it (for example, to send you marketing material) or as permitted by data protection laws. Personal data which concerns your health or reveals your racial or ethnic origin are special categories of personal data. We generally require your explicit consent in order to process special categories of personal data which we will ask you to provide at the time of booking. We are unable to accept bookings where this consent is not provided. We are committed to protecting your privacy.

Full details of our data protection policy can be found at <a href="www.schooltripworld.co.uk/privacy-policydata-protection">www.schooltripworld.co.uk/privacy-policydata-protection</a>, which sets out how we collect, store, and use personal data. Please read our Privacy Policy for full details of the personal data we collect from you, why we do so and what we do with this data. We take appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which is appropriate to the harm that might result. Your personal data will be retained by us for the period referred to in our Privacy

Policy. You may ask us what personal data of yours is being held or processed, for what purpose and to whom it may be or has been disclosed. You may also withdraw your consent to receiving marketing material or other communications from us at any time by unsubscribing to our e-mails or otherwise contacting us on <a href="mailto:info@lwsch.co.uk">info@lwsch.co.uk</a>. Please also let us know if you believe the personal data we are holding is inaccurate, out of date or incomplete. If you have any complaint about the way in which your personal data has been dealt with, please contact us by e-mail to <a href="mailto:info@lwsch.co.uk">info@lwsch.co.uk</a>. We will investigate and respond to you as soon as we reasonably can. If you remain dissatisfied, you may complain to the Information Commissioner's Office. For further details, see <a href="mailto:www.ico.org.uk">www.ico.org.uk</a>.

### **GOVERNING LAW AND JURISDICTION**

The Contract between us and any dispute or claim (including non-Contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

All parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-Contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

#### **FOREIGN OFFICE ADVICE**

The UK Foreign Office publishes regularly updated travel information on its websites:

<u>www.gov.uk/foreign[1]travel-advice</u> and <u>https://travelaware.campaign.gov.uk/</u> which you are recommended to consult before booking and in good time before departure.