

Booking Terms & Conditions

All bookings are made with Wind Sand & Stars (the “Company”) and are subject to the following conditions:

Land Arrangement Bookings & Payment

a) Booking: To make a booking, a properly completed and signed booking form must be sent to the Company with a deposit of £300 pounds sterling per person. The booking form must be signed by a person over the age of 18 on behalf of all the individuals named on the booking form (each a “Client” and together the “Clients”). A booking is only accepted and becomes definite when the Company has confirmed the booking in writing by sending a Confirmation of Booking to the person signing the booking form. It is at this point that a contract comes into existence between the Company and each of the Clients in respect of land arrangements. The Company reserves the right to decline any booking at its discretion.

b) Payment: The balance of all monies due in respect of the booking must be paid at least 12 weeks prior to departure. The amount due will be specified on the Invoice sent to the person signing the booking form, or in certain circumstances to the school, either with the Confirmation of Booking or, where the relevant journey has a minimum number requirement, once the minimum number has been reached. If full payment is not received by the final payment date, the Company will treat the entire booking as cancelled and the deposit will be forfeited. If the booking is made within 12 weeks of departure, full payment is required with the booking form.

1. Groups and Journey Participation

a) Group Bookings: In the case of a group booking, the person signing the booking form warrants that (i) they have the consent and authority of each Client named on the booking form and any accompanying lists (or, if applicable, a parent or guardian) to sign the form on their behalf and to contract with the Company on the basis of these conditions, (ii) that they have brought these conditions to the attention of each Client (or a parent or guardian) and (c) that each Client agrees to be bound by these conditions.

b) School/ Under 18 groups: In the case of a school/under 18 group, the person signing the booking form as a representative of the school/group also warrants that they have the consent and authority of the school to sign the booking form. In addition, where Clients in the group are under 18, the person signing accepts responsibility for the good conduct of all such Clients during their journey and warrants that at least one responsible adult will be on duty at all times, or the number agreed by the school/group representative with the company, to ensure that such Clients are well behaved and comply with safety instructions and generally act in a responsible fashion during their journey without in any way causing any damage to property or offence to other persons.

c) Client Conduct: Each Client agrees to accept the authority of the Company’s tour leaders and guides for the duration of their journey, and to follow any safety guidelines given. If, in the opinion of a tour leader or guide, the conduct of any Client appears likely to endanger the safety and wellbeing of any individual, or to cause distress or annoyance or damage to property, the leader or guide may ask that person to leave the tour without any right to refund, compensation or indemnification. In this event, the Company’s responsibility ceases immediately.

2. Cancellation by Client

a) If a Client needs to cancel a booking, it must be done in writing and by the person who signed the booking form. The date of cancellation is the date the Company receives the cancellation notice. In the event of cancellation, the deposit is not refundable and any payments for flights are not refundable. The Client is responsible for the following cancellation charges:

<i>Period before departure date within which written cancellation is received by the Company:</i>	<i>Amount of cancellation charge (expressed as a % of total journey cost):</i>
84 days or more	Deposit

83 – 42 days	45% (or deposit if greater)
41 – 28 days	65% (or deposit if greater)
27 – 0 days	100%

If the reason for a cancellation falls within the terms of the Client’s holiday insurance policy, the Client should make a claim to the insurance company for recovery of charges.

b) Bookings for school groups require the support and approval of the school head/its board of governors or local authority. Journeys can only be operated if there is a sufficient number of individuals to make it viable and if there is an adequate teacher/pupil ratio. Whilst the contract for the group members is made with each member’s parents or guardian, it is made subject to their agreement that if the school head/board of governors or local authority withdraws its support for the journey, the journey will be cancelled and normal cancellation charges will be levied by us in accordance with condition 3a. If some parents/guardians cancel their bookings with the result that the trip is no longer viable to operate for the remaining members of the group, the journey as a whole will be cancelled and normal cancellation charges will be levied by the Company on all group members. If some group members cancel but the journey can still be operated viably with the support of the school head/board of governors or the local authority and there is an adequate teacher/pupil ratio, only those pupils who have cancelled will pay cancellation charges in accordance with condition 3a.

3. Changes by the Company

Each Client accepts that due to the nature of the journey there must be an element of flexibility in the itinerary and that changes may be required due to factors such as weather and other local factors. Whilst the Company has made every effort to ensure the accuracy of the information provided, the Company reserves the right to make reasonable changes which they consider are necessary or advisable but will endeavour to minimise the impact of any such changes. No compensation will be payable.

4. Travel Delays and Cancellations by the Company

a) Delays: The Company cannot accept any liability for any flight delays. In certain circumstances delayed departure will be covered by the Client’s travel insurance. In particular, the Company cannot accept responsibility for any expenses incurred by a Client for services such as refreshments and accommodation in the event of delay unless prior consent was given.

b) Journey Cancellation: The Company reserves the right to cancel the journey in any circumstances, including insufficient number of bookings to make the journey commercially viable (for Wind Sand & Stars pre-set journey dates, a minimum of 10 is required). If the Company has to cancel due to insufficient numbers, the Company will notify Clients at least 6 weeks before departure, no compensation will be payable. If the journey is cancelled by the Company under this Condition 5(b), the Company will offer each Client the choice of an alternative journey of an equivalent or lesser price, where available, or a full and prompt refund of any monies the Client has already paid (less any insurance premium and monies paid out for international flights where cancellation charges may apply).

c) Journey Cancellation due to exceptional circumstances: The Company will not cancel any journey less than 6 weeks before departure except in exceptional circumstances. Exceptional circumstances include war, threat of war, riot, civil strikes, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other similar or unusual or unforeseen events which prevent the performance and/or prompt performance of this contract. In these circumstances the

Company cannot accept liability or responsibility for such events nor payment of

compensation and the Company will only reimburse monies that it can retrieve.

d) Booking Cancellations: A booking may be cancelled by the Company or be treated by the Company as cancelled by the Client, due to non-payment or for reasons of health and safety (Conditions 1, 2 and 8). In addition, and subject to those conditions, the Company reserves the right to cancel individual booking or terminate any arrangement at its discretion and where the Company cancels or terminates in circumstances not involving a breach of this agreement by the Client, all monies paid by the Client will be refunded (less any insurance premium).

5. Surcharges

All prices quoted in the Company's literature are calculated and based on current hotel, transport and other charges relative to the Client's journey as known to the Company at the time of publication. Whilst the Company is anxious that there should be no change in any of the quoted charges, the Company is obliged to adjust its prices should there be any unforeseen fluctuation in the value of the pound prior to the commencement of travel. Other items which may involve a surcharge, but which the Company hopes to be able to absorb, entirely at its discretion, include costs over which the Company can have no control: the actions of governments, currencies and transportation costs. In this case the Company will absorb an amount equivalent to 2% of the holiday monies. In return for this undertaking, the Company is unable to adjust prices for favourable currency movement. Any amount in excess of this 2% will be surcharged on the cost of the journey. If this means the Client paying more than 10% on the original journey cost, the Client will be entitled to cancel their journey with a full refund of all monies paid less any insurance premium. The Client must notify the Company of cancellation within 14 days from the date of the surcharge invoice sent by the Company to the Client. No compensation will be payable. No surcharge will be imposed within 30 days of departure.

6. Company's Responsibility

a) Journey: Other than in respect of death, personal injury and illness, the Company accepts responsibility should any part of the journey not be supplied as described in the itinerary (subject to Condition 4) and the services offered not reach a reasonable standard. In such cases, the Company will pay reasonable compensation provided that the Client's enjoyment was adversely affected and there was failure to perform or improper performance by the Company, its agents or suppliers, provided that such failure or improper performance was not due to any of (b) (i) – (iii) below. **b) Death, injury, illness:** If any Client suffers death, bodily injury or illness as a result of any failure to perform or improper performance of any part of this agreement by any one of the Company's employees, agents, suppliers or sub-contractors, the Company will accept responsibility provided they were at the time acting within the course of their employment except where the failure to perform or improper performance was due to:

- i) the Client's own acts and/or omissions, or
- ii) those of a third party not connected with the provision of the services and which were unforeseeable or unavoidable, or
- iii) an event which neither the Company nor the supplier of the service(s) in question could have foreseen or forestalled even with all due care.

c) International Conventions: In addition, please note that in the case of transportation, the Company's liability is limited as if we were carriers within the appropriate International Conventions.

d) Assignment of rights: Should any payment be made to any Client by the Company in any of the circumstances referred to in this Condition, the Company reserves the right to claim in their place against the person or organisation responsible for causing the illness, injury or death. This means that the Client must agree to assign the rights they have against such person

or organisation to the Company who will be subrogated to those rights. The Client must also agree to assist the Company and its insurers in pursuing such a claim. All claims must be notified to the Company in writing within 28 days of return from the journey.

7. Personal Health

a) Medical Forms: To ensure the health and safety of each member on the journey, each Client is required to fully complete and sign a confidential medical form provided by the Company. The forms must be returned to the Company with the booking form. Each Client must give full details, particularly of any condition (medical, physical, psychological, behavioural) which might affect them or other participants during the journey. Each Client must update the Company with any changes to their form prior to departure. The Company reserves the right to require any Client to provide medical evidence of fitness to travel and to cancel a Client's booking where, in the opinion of the Company satisfactory evidence has not been provided or insurance has been refused on medical grounds, in which case all monies paid by the Client will be refunded less any insurance premium and an administrative charge of £50. Any failure to make full disclosure on a medical form will be a breach of these conditions and result in the Client being excluded from the journey in which case all monies paid will be forfeited. For tailor made self-led journeys with no qualified Wind Sand & Stars leader, medical forms are not required and it is the responsibility of the trip organiser to gather appropriate information and ensure Wind Sand & Stars is informed of any special requirements and that participants are aware of the nature of their journey and the environment

b) Medical Treatment: It is a condition of joining a journey that in cases of emergency the Company has the authority of Clients, parents or guardians to arrange the necessary medical or surgical treatments and to sign any required form of consent on their behalf. For tailor made self-led journeys it is the responsibility of the trip organiser to put appropriate arrangements in place.

c) Personal Medications: Where a Client is on a course of medical treatment before departure or has a condition that may require treatment during the journey, the client is responsible for bringing and administering all drugs and other causes of treatment required.

8. Acceptance of Risk

The Company accepts a booking on the understanding that each Client named on the booking form has fully considered the nature of the journey and the environment, and is aware of (a) the different level of risks involved in journeys of this nature compared to the levels of safety normally experienced at home and at work, (b) that, depending on the journey, risks may include: high temperatures, changing climate, rough terrain, physical exertion, local fauna, remoteness from normal medical services, and difficult evacuation procedures and (c) the **Foreign & Commonwealth Office Travel Advice**. The Client acknowledges that they are responsible for making themselves aware of the FCO Travel Advice (www.fco.gov.uk), State Department warnings and any other sources available to them, in regard to the safety of the countries and areas in which they will be travelling and to make their decisions accordingly. Whilst we will do our best to inform clients of relevant changes to the FCO Travel Advice it is up to the Client, and not the Company, to know what the FCO Travel Advice to a certain country, or region of a country, is and to be adequately insured to travel there. The Company accepts no liability if the Client i) chooses to cancel a booking because of FCO advice or ii) is not adequately insured to travel. The Company will not normally cancel a trip because the FCO advise against travel.

9. Insurance

All Clients are required to have travel insurance with cover appropriate to the nature of the journey. Staff on School Journeys should note that insurance is often set up for students and may not cover things such as loss of earnings. Any Client on a tailor-made journey must specify the insurance company name, policy number and emergency contact number on their booking form.

10. Complaints

In the unlikely event that any Client has a complaint, please notify the Company's local representatives who will do whatever they can to help the Client there and then. Most problems can be sorted out immediately and it is essential that the Client gives the Company the opportunity to help them by letting its representative know quickly. If the Client feels that the complaint has not been dealt with satisfactorily, the Client should write to the Company within 21 days of return.

11. Waiver and Governing Law

These conditions may only be waived by the Company's Director in writing. All

conditions are subject to the laws of the United Kingdom and both parties shall submit to the jurisdiction of the English courts at all times.