

Booking Terms and Conditions

These Booking Conditions, together with any other information brought to your attention before you booked your course, form the basis of your contract with **Experio Summer Ltd.**, whose registered address is The Foundry, 9 Park Lane, Puckeridge, Herts, SG11 1RL, UK, hereafter "Experio Summer", "we" or "us". Please read them carefully as they set out our respective rights and obligations and all bookings are accepted by Experio Summer subject to these Booking Conditions. In these Booking Conditions references to "you" and "your" include the person or organisation shown on the confirmation invoice (who, in the case of individual participants, must be at least 18 years old at the time of booking) and all participants on whose behalf a booking is made. These conditions also apply to both '*Individual*' bookings and '*Group*' Bookings via an Agent.

1 Booking and Paying for Your Course

Places on all courses are limited. They will be allocated on a first come, first served basis against payment of a deposit. The relevant fee must accompany all applications. For *Individual* bookings, a non-refundable deposit of 25% of the course cost is due with all applications. For *Group* bookings, the deposit and the balance payments are set out in the relevant Agent Agreement. An acknowledgment of your application will be sent to you. **No place is reserved for you until we receive a deposit payment.** After we have issued a confirmation invoice and received your deposit payment, a contract exists between you and us, effective from the date printed on the invoice.

We reserve the right to request additional information depending on the medical information supplied to us by you. **Payment in full** MUST be received prior to the attendance of any course, and must be received at least **8 weeks before the start of the course.** If you book your course within eight weeks of departure, you must pay the full cost at the time of the booking. . If you fail to pay any remaining amount owed by the date it is due, we are entitled to cancel your booking and the cancellation charges set out in Clause 5 below will apply.

Where applicable airport transfers will be charged to you at the rates published on our website, in our brochures, or in any Agent Agreement. In the case of *Individual* participants, we require your child's **flight details** at least **4 weeks before the start of the course.** In the absence of such details, we cannot confirm the airport transfers. If we do not receive these details at least four weeks before the start of any course, we may have to increase the airport transfer charge. These prices do NOT include any charges made by airlines, or supplemental charges made by us, for unaccompanied minors. Airline charges are normally paid locally when the flights are booked.

2 Pricing and Accuracy

We endeavour to ensure that all the information and prices are accurate both on our website and in our brochures, however occasionally minor errors occur and we reserve the right to correct prices in such circumstances. All courses, activities, venues and travel arrangements are subject to change according to weather, programming and a satisfactory level of numbers. We reserve the right to cancel any courses and/or to change any information given, should this be necessary for any reason.

3 Your Contract with Us

A binding contract between you and us comes into existence when we send out your booking confirmation invoice. We reserve the right to make changes to the details contained in any brochure or on our website before a contract is entered into. Any such changes will be communicated to you before a binding contract is concluded.

4 Changes by You

If you wish to change any part of your booking arrangements after our booking confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the person who made 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 any applicable rate changes or extra costs incurred.

5 Cancellation by You

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect on the day it is received in writing by us at our offices. We recommend that you use recorded delivery. Cancellation charges will be applied as shown below calculated from the day when we receive written notice.

Period before departure	Cancellation charge
More than eight weeks	Forfeit of deposit
Within eight weeks	75% of total invoice cost
Within two weeks	100% of total invoice cost

We recommend that you take out appropriate travel insurance to cover such charges as you may be able to claim back the cancellation fees if the cancellation is covered by a suitable insurance policy. See Clause 16.

5a Cancellation by You (COVID-19)

If you or any other member of your party has to cancel your/their confirmed booking for one of the following reasons you must notify us immediately in writing:

- You/they test positive for COVID-19 within 14 days prior to the course start date
- Your/their flight to the UK is cancelled due to COVID-19 prevention measures introduced by the UK government

Your notice of cancellation will only take effect on the day it is received in writing by us at our offices and MUST be accompanied by an official document which confirms one of the above reasons. We will accept an email with a digitally scanned version of the official document. Cancellation charges will be applied as shown below calculated from the day when we receive written notice.

Period before departure to the UK	Cancellation charge
Within two weeks	10% of total invoice cost for individuals
Any time after group confirmation	0% of total invoice cost for groups

6 Changes and/or Cancellation by Us

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your bookings many months ahead, we may have to make changes both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time. If a significant change or cancellation of your booking becomes necessary, we will inform you as soon as is reasonably possible before departure. All other changes are treated as minor in which case we shall have absolute discretion as to whether you are notified. If we have to make a significant change or cancel your booking, and provided that there is time to do so before departure, we will offer you three options:

- i. Accepting the alternative course arrangements as offered to you;
- ii. Transferring to an alternative course (please note that the price may differ from your original booking); and
- iii. Cancelling your booking (together with a refund of any booking fee paid)

You must notify us of your choice within 7 days of our offer of the alternative booking arrangements. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements. The above options are not available where any change is a minor one or where the changes or cancellation by us arises out of alterations to the confirmed booking requested by you. In addition, if we make a significant change or cancel your booking within 8 weeks before the date of departure we will pay you compensation in accordance with the scale and provisions set out below subject to the following exception: no compensation can be paid and no liability beyond offering you the above options (where applicable) can be accepted where we are forced to make a change or cancellation as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances may include, but are not limited to those listed under "force majeure" at clause 7 below.

Period before departure within which a significant compensation per person per booking change or cancellation is notified to you

More than eight weeks	Nil
Between eight and two weeks	£20
Less than two weeks	£40

The above sets out the maximum extent of our liability under this clause and we regret we cannot meet any expenses or losses you may incur as a result of inconvenience suffered. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable.

7 Force Majeure

We cannot accept liability or pay compensation where the performance of our contractual obligations to you is prevented by or affected by "force majeure". In these Booking Conditions "force majeure" means any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include but are not limited to cancellation of a special event by the organisers, industrial dispute, terrorist activity, natural, nuclear, chemical or biological disaster, fire, adverse weather conditions, and all similar events outside our control.

8 Our Obligations to You

(a) Subject to Clauses 8 (b) and (c) below, we accept responsibility for ensuring that your course arrangements, which you book with us, are supplied as described on our website or in our brochures. If, after departure, any part of your course arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the enjoyment of your arrangements. However, our liability in all cases shall be limited to a maximum of twice the value of the element not supplied. The level of such compensation will take into account all relevant factors including the invoice price of the course, any steps it was reasonable for the participant to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected the participant's enjoyment of the course.

(b) Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations under our contract with you. It is a condition of the payment of compensation that you notify us of any complaint or claim strictly in accordance with Clause 9 and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with our insurers and us in this regard. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the course you booked with us - including for example any additional services or facilities provided to you by a supplier which was not included as part of the original contract between us – we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident within 90 days of the occurrence. We will not be responsible where you do not enjoy the course or suffer any other problems because of a reason that you did not make us aware of when the course was booked.

(c) In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- i. the fault of the person(s) affected or any members(s) of their party or;
- ii. the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or;
- iii. an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care or;
- iv. the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

Important notice in respect of limits on liability

In respect of international travel by air, sea and rail, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include 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 accommodation arrangements). You can ask for copies of these Conventions from our offices, please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' 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'. Where we have organised such transportation on your behalf, you acknowledge 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.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you and your party is £25 per person in total. We strongly recommend that you and your party take out adequate insurance for your particular needs whilst on your course and for the purpose of these Booking Conditions you and your party are assumed to have done so.

9 Complaints

If a problem occurs whilst you are on the course, you must inform the relevant supplier or us immediately so that the matter can be put right and we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return from the course quoting the original booking reference and giving all relevant information. PLEASE NOTE: - Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence; your rights under the contract may be affected. We regret we cannot accept liability for any claims, which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

10 Cutting Your Course short (Curtailment)

If you are forced to return home early, we cannot refund the cost of any services you have not used, but you may be covered by your travel insurance. If you cut short your course and return home early in circumstances where you have no

reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your course not completed, or assist with 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.

11 Behaviour

We treat as a priority the safety and wellbeing of all children attending our courses. We therefore reserve the right to **remove from our courses without refund**, any child who is found bullying, behaving in a way that may be a danger to others or who is generally disruptive.

All participants are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any other person in authority, a participant is causing or is likely to cause distress, danger or annoyance to any other participants or any third party or damage to property, we reserve the right to terminate their booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. The cost of any damage caused by you or any participant you have booked on the course to any property or facilities will be passed on to you.

A copy of our Summer School Rules will be sent to you with this document and are also available on our website. These rules are intended to provide guidance towards acceptable and expected behaviour but are not intended to be an exhaustive list of all situations and we reserve the right to make decisions about discipline and exclusion at our complete discretion.

12 Special Requests and Pocket Money

Any special requests must be advised to us at the time of booking e.g. diet, room type and location, a particular facility etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Any failure to meet special requests will not be a breach of contract on our part. We regret that we cannot accept any conditional bookings (i.e. any booking which is specified to be conditional on the fulfilment of a particular request).

We recommend that all participants bring a debit card rather than cash for their pocket money. Please note that if you choose to bring cash then you do so entirely at your own risk. We cannot accept any liability for any loss.

13 Building and Development Work

From time to time, general refurbishment at a centre is necessary to maintain standards. We will notify you of any building/refurbishment works, which may reasonably be considered to seriously impair the enjoyment of your stay that we are informed about as soon as possible. Please note public services and facilities may also be affected by maintenance, bad weather and so on, all of which are beyond our control.

14 Medical Problems

If any participant has any medical problem or disability, which may affect their stay, please provide us with full details before you confirm your booking so that we can advise as to the suitability of your chosen arrangements. In the event that a participant needs medical attention during any course, they will be treated by a qualified emergency first aider and/or taken to a local doctor or hospital. Please note that we cannot administer medicines of any kind to participants without specific written instructions from their parents.

15 Passports and Visas

It is your responsibility to be in possession of a valid passport and any necessary visas or health documents. You should contact your Embassy for information and advice on passport and visa requirements. We can issue a visa support letter to you and/or any member of your party upon request in writing, but only in the case of confirmed applications. We cannot accept liability or consider refunds for participants who cannot travel because of incomplete or incorrect documentation. Requirements can change and it is your responsibility to ensure that you comply with applicable passport, visa and health requirements and take all necessary documents in order to gain access to the country. If you fail to do so, you will be solely responsible for any cost, loss or damage that you, or we, incur as a result of your failure. Should your visa application be denied for reasons other than incomplete or incorrect documentation, we will refund 100% of the fees received, upon receipt of a copy of the official visa refusal letter.

16 Travel Insurance

It is a condition of your contract with us that you have insurance cover for the duration of your course, and that it is adequate for your needs and the type of activities you will be undertaking as part of your course. We take out insurance for all *Individual* students and this is included in their course fees (see our website for full details) but all *Groups* must either arrange their own insurance or contact us for a quotation. We reserve the right to request written details (insurer's name, policy number and emergency contact number) of your group insurance policy. Please note that we do not check insurance policies for suitability. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover.

17 Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These may include, where applicable, names and addresses, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organizations that need to know them so that your holiday can be provided. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Your information will be used to administer and provide products and services you request, to carry out market research so that we can improve the products and services we offer and to create an individual profile for you so that we can understand and respect your preferences.

In the case that an official photographer or film-maker visits the centre for marketing purposes, participants will be informed in advance and given the choice to be present or not in any of the filming.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

18 Jurisdiction

If there is any conflict between these terms and conditions and any Agent Agreement, these terms and conditions will prevail. These Booking Conditions and any contract to which they apply are governed in all respects by English law. The Courts of England and Wales will deal with any dispute, claim or other matter, which arises out of or in connection with your contract or booking.

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