



# 2010 BOOKING FORM

**BF02****AIR / EUROSTAR**BOOKING REF: PLEASE COMPLETE IN **BLOCK CAPITALS** AND RETURN WITH YOUR DEPOSITS.  
**THIS IS AN ESSENTIAL DOCUMENT FOR THE ADMINISTRATION OF YOUR BOOKING****GROUP DETAILS**

Name of School or Group \_\_\_\_\_  
 School Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_  
 Fax No. ( \_\_\_\_\_ ) \_\_\_\_\_  
 School E-mail \_\_\_\_\_  
 Finance E-mail \_\_\_\_\_

Party Leader Mr / Mrs / Ms \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_  
 Mobile No. ( \_\_\_\_\_ ) \_\_\_\_\_  
 Party Leader E-mail \_\_\_\_\_  
 Correspondence to be sent to Home  School

**TOUR DETAILS**

Tour Code _____	Requested Departure Date from UK _____ / _____ / _____	Board Basis (please ✓) RO <input type="checkbox"/> BB <input type="checkbox"/> HB <input type="checkbox"/> FB <input type="checkbox"/>
Tour Duration _____ days	Requested Airport* _____ <small>*Airtours only (cannot be guaranteed)</small>	Transport (please ✓) AIR <input type="checkbox"/> EUROSTAR <input type="checkbox"/>
Destination _____	Return Date to UK _____	Coach to UK Airport/UK Train to St Pancras
Country _____		Please indicate if you require a quotation for this service <input type="checkbox"/> YES <input type="checkbox"/> No
Preferred Hotel/Centre _____		

**PARTY COMPOSITION** (including concessions)

Age	0 - 4	5-11	12+	13+	14+	15+	16-18	19-21	Adults	Total	Total paying members	Free places
Male												
Female												

**ADULT ACCOMMODATION REQUESTS**

The provision of single rooms is strictly limited and at a supplement. We will do our best to satisfy requests but cannot guarantee them.

Rooms	Single	Double	Twin	3 - bed	4 - bed
Number required					

**GROUP LEADER'S FAMILY TRAVELLING AT REDUCED RATES**

The group must consist of the appropriate minimum number of full fare paying passengers

Name	M/F	Age	% Red	Sharing with

**SPECIAL REQUESTS** Please note: we will do our best to meet your special requests but cannot guarantee their provision.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EDUCATIONAL OBJECTIVES** Please give details of your educational objectives which will assist us in planning your tour (LOTG).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AIR TOUR DEPOSITS**

Please complete this Booking Form and return it to Pavilion Tours, together with a first deposit of EUROPEAN - **£75** per paying person. WORLDWIDE - **£100** per paying person. **ALL DEPOSITS ARE NON-REFUNDABLE.**

I enclose a crossed cheque to the value of £ \_\_\_\_\_ to cover the first deposits for \_\_\_\_\_ paying passengers for the tour above. I certify on behalf of the members of the party named on this form by whom I warrant I am authorised to make this booking that we agree to the Pavilion Tours Conditions set out in the current brochure and on the reverse of this form. We agree that our booking is made upon and subject to those terms.

Signed \_\_\_\_\_ (Group Leader) Date \_\_\_\_\_

Pavilion Tours. One Jubilee Street, Brighton, E Sussex. BN1 1GE

Telephone: 0870 241 0425 Fax: 01273 241 0426

Registered Office: One Jubilee Street, Brighton Registered Number 3323339



# Fair Trading Agreement



## Your contract with us

These Booking Conditions, our privacy policy and where your Tour is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Pavilion Tours Ltd trading as STS ("we" or "us" or "our"). Please read them carefully as they set out and explain the responsibilities and obligations undertaken by all parties when booking with us. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. All bookings are subject to these Booking Conditions and the Important Information.

The first named person on the booking is responsible for passing on any additional information and/or details of correspondence with us to other members of the party.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these terms and conditions and has the authority and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

If you did not see these terms and conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them please return all documentation to us or to your travel agent, within 7 days of receiving these booking conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 10 weeks of travel.

## 1. BOOKING AND PAYING FOR YOUR TOUR

A booking is made with us when a) you tell us that you would like to accept our written or verbal quotation, and b) you pay us a deposit in accordance with the time scales set out below and c) we issue you with a booking confirmation. A binding contract will come into existence as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or, if you have booked through one, your travel agent. Where we issue this by email, a hard copy will follow by post. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). The balance of the cost of your arrangements (including any applicable surcharge) is due in accordance with the time scales set out below. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable. If you have booked through one of our authorised travel agents, for flight inclusive bookings, all monies that you pay to that agent for your arrangements with us will be held by that agent on our behalf until they are paid to us or refunded to you.

A first deposit (see below), (or full payment if booking within ten weeks of departure), must be paid at the time of booking. You must then pay deposits in accordance with the following timetable.

First deposits: payable at the time of booking

£35.00 per paying person (European Coach Tours),

£75.00 per paying person (European Air Tours and Eurostar Tours)

£100.00 per paying person (Worldwide Air Tours)

Second deposits: payable no later than eight weeks after your first deposit

£70.00 per paying person (European Coach Tours)

£80.00 per paying person (European Air Tours and Eurostar Tours)

£125.00 per paying person (Worldwide Air Tours)

Full payment if booking 10 weeks or less before departure ("late bookings")

All bookings received within 20 weeks of departing must pay 1st and 2nd deposits together at the time of booking.

Final balance due no less than 10 weeks before departure.

Any monies paid to a Party Leader in respect of a Pavilion Tours are held by the Party Leader on behalf of the party members until such times as we have dispatched written confirmation of your booking, after which all monies held by the Party Leader are held on our behalf. Final Numbers Forms for final details of your group will be provided by Pavilion Tours. You must return these to us so that they reach us no later than 16 weeks prior to your departure date. If the party size falls below the agreed number of persons you may still keep your booking subject to the payment of any applicable supplements. Please see below.

A final invoice for the balance due will be sent to the Party Leader at least 14 weeks prior to the departure of your tour. The full amount outstanding must be received by us no later than 10 weeks before departure. Payment should be made by bank transfer where possible. If payment is made by cheque you should allow 5 working days for clearance from the time we receive it. Payment may also be made by cash. As well as the cancellation charges detailed below, there will be a £20 per person administration charge if payment is not received by the due date. Subject to receipt by us of all payments due from you in full we will send your travel documents around 3 weeks before your departure.

## Accuracy of Prices, Brochure and Website details

Important note: the information and prices shown in this brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the brochure, website and price information at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us or your travel agent at the time of booking.

## 2. THE CONTRACT BETWEEN US

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only (if not referred to Arbitration under clause 13B below). You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so. Please note, changes to these Booking Conditions or the Important Information will only be valid if expressly agreed by us in writing.

## 3. FINANCIAL SECURITY

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package Tours booked from this brochure or website as applicable and

for your repatriation in the event of our insolvency. We provide this security by way of a bond held by the Civil Aviation Authority under ATOL Number 5259. In respect of all arrangements including flights you will receive a Confirmation invoice from us (or if you have booked via one of our authorised agents, through that agent) confirming your arrangements and your protection under our Air Travel Organiser's Licence. This means that in respect of all arrangements including flights, in the unlikely event of our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to us for an advance booking. Please note, the ATOL protection scheme only applies to arrangements which include flights arranged by us where the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight we arrange for you commences in the UK. In this case, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk). The price of our flight inclusive arrangements includes the amount of £1.00 per person (bookings made before 30th September 2009) or £2.50 per person (bookings made after 1st October 2009) as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

Not all Tours or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking. For bookings not including flights, you are fully insured by Tovergate Chapman Stevens through IGI Insurance Company Ltd. Your non-flight inclusive booking is fully insured for the initial deposit and subsequently the balance of monies paid as detailed in your booking confirmation. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Pavilion Tours. In the unlikely event of Insolvency you must inform Tovergate Chapman Stevens immediately on 01932 334140 or alternatively in writing to Tovergate Chapman Stevens, Tovergate House, 22 Wintersells Road, Blyfleet, Surrey KT14 7LF. Please ensure you retain your booking confirmation as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights.

## 4. SPECIAL REQUESTS

Although we will endeavour to pass any reasonable requests to an element of the tour on to the relevant supplier, we regret we cannot promise that any requests will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on any documentation is not confirmation that the request will be met. All special requests are subject to availability and confirmation in writing by us. If you or any member of your party has any medical problem or disability which may affect the Tour arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen Tour. In any case, you must give us full details in writing at the time of booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel their reservation.

## 5. INSURANCE

Adequate travel insurance is vital. Pavilion Tours have arranged an inclusive Tour insurance scheme which is underwritten by Union Reiseversicherung AG on behalf of a consortium of UK Insurers. Our comprehensive insurance cover is included in the featured price of all Pavilion Tours for each party member. (Please see Section 25 below and for a summary of what this insurance covers).

Special note: If you choose not to take the Union Reiseversicherung AG insurance above, it is a condition of booking that you purchase alternative insurance cover.

Because insurance cover will not be effective until we receive payment of premiums in full, you must pay all premiums at the time of booking. If you wish to organise your own insurance, your policy must have at least the same level of cover as that of the one above (we will not check it, this is your responsibility) and you must provide details of your policy to us before you travel. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. Pavilion Tours is an Appointed Representative of ITC Compliance Ltd who are authorised and regulated by the Financial Services Authority.

## 6. IF YOU CHANGE YOUR BOOKING

If you wish to change any part of your booking arrangements or add extra members to your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the person who signed the booking form. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet any requested change or addition.

Where we can meet a request, all changes and additions will be subject to payment of any applicable rate changes, and an amendment fee as detailed below together with any extra costs incurred by ourselves and any extra costs or charges incurred or imposed by any of our suppliers. 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. Certain travel arrangements (e.g. flight/rail tickets) 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 arrangement. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

We require the names of all members of your group at the time of booking confirmation. It is the party leader's responsibility to ensure that ALL names given are in full and exactly as shown on the individual's passport. We do not accept any responsibility for incorrect/abbreviated names submitted and any subsequent amendments will be dealt with as a name change and will incur the charges detailed above.

## 7. NAME CHANGES

Coach Tours: Following receipt of final numbers forms 16 weeks before departure, any notification of a name change must be accompanied by a payment of £7 to cover the new Insurance premium. Any name change alterations made by you within 4 weeks of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges as set out below.

Air Tours European and Worldwide: We will request name details at the time of securing your flight seats. This is often at an early stage of the booking. Once the airline has received and processed the names, any subsequent amendments or name changes will carry a minimum charge of £100 plus the insurance premium of £25. This charge will be passed to the group and must be paid prior to the issue of the amended tickets. Most airlines do not allow name changes after tickets have been issued or in the case of some carriers (Easyjet or Ryanair etc) once names have been received. In this instance the charge is usually the full cost of the flight. Any name change alterations made by you within 4 weeks of departure will be treated as a cancellation of the

original booking and will be subject to charges set out below.

If your invoice settlement is overdue at the time of requesting a name change this must be paid in full before the change can be made.

For all name changes, where a change can be made, all costs and charges incurred by us or incurred or imposed by any of our suppliers as a result together with the applicable amendment fee as stated above must be paid before the transfer can be effected.

## 8. IF YOU CANCEL YOUR BOOKING

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 when it is received in writing by us at our offices. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling.)

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. No refunds will be given for passengers not travelling or for unused services.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing we are notified not less than four weeks before departure and you pay an amendment fee and meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges as set out will apply.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

Period before departure within which written notice of cancellation is received by us of your Travel Agent

More than 84 days	Deposits received
35 – 84	65%
15 – 34	75%
8 – 14	90%
7 – Departure day or afterwards	100%

## 9. CUTTING YOUR TOUR SHORT

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your Tour 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 Tour not completed, or be liable for any associated costs you may incur.

## 10. IF WE CHANGE OR CANCEL YOUR BOOKING

We start planning the Tours we offer many months in advance. Occasionally, we have to make changes to and correct errors in our published information both before and after bookings have been confirmed, and we may have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor such as changes to the overseas airport, airline, aircraft, ferries or coaches used, changes to departure times of less than 12 hours or the withdrawal of certain facilities. Occasionally, we have to make a significant change which include a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away; a change of resort area for the whole or a major part of the time you are away; a change of outward departure time or overall length of time you are away of 12 or more hours; and a change of UK departure point (except as between Heathrow, Gatwick, Stansted or Luton and instances where we offer connecting transportation). All other changes will be considered minor ones.

If we have to make a significant change or we have to cancel, we will tell you as soon as possible, and if there is time to do so before departure, we will offer you the choice of the following options:-

- accepting the changed arrangements or
- purchasing an alternative Tour from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
- cancelling or accepting the cancellation, in which case you will receive a full refund of all monies you have paid to us.

If we have to make a significant change or cancel on or after the date when the balance of your Tour cost becomes due we will pay you compensation as set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (e.g. if you fail to pay on time).

In all cases, our liability for significant changes and cancellations is limited to the above mentioned options and, where applicable, compensation payments set out below. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes or where we make a significant change or cancel on or before the date when the balance of your Tour cost becomes due.

Very rarely, we may be forced by Force Majeure (see below) to change or terminate your Tour after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation, or meet any costs or expenses you incur as a result.

Period before departure within which a 'significant change' is notified to you or your Travel Agent

More than 70 days	Nil
35 – 70	£5
15 – 34	£10
14 days or less	£15

## 11. FORCE MAJEURE

Force Majeure - except where otherwise specified in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". In these booking

# Fair Trading Agreement (CONT.)



conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, actual or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, pandemic fire and all similar events beyond our control.

## 12. BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. 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 actions.

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, (for example, any airline pilot, coach driver, accommodation owner or manager, or senior member of our staff), you or any member of your party 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 reserve the right within our reasonable discretion and 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.

## 13. DEALING WITH PROBLEMS

a) If you have a complaint - If a problem arises you should report it as quickly as possible to our Representative or Agent and the Supplier in question so that efforts can be made to rectify it to your satisfaction. Our Representative or Emergency Contact can deal with most problems on the spot, so please do not wait until you get home before reporting a problem.

If we are unable to resolve matters the person that signed the booking form must write to our Head Office within 28 days of return, explaining the problem fully. If you do not follow this simple complaints procedure your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result. We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send you a full reply or an explanation for the delay. In any event we undertake to send you a full reply within 56 days.

## b) Arbitration

We are a member of ABTA, membership number W0798. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract.

Further information on the Code and arbitration can be found at <http://www.abta.com/heretohelp.shtml>

The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the Tour. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

## 14. LIABILITY AND RESPONSIBILITY

(1) Subject to these booking conditions, your Tour arrangements will be made or performed using reasonable skill and care. Also, as long as they were acting within the course of their employment or carrying out work we had asked them to do, we will be responsible if our employees, servants or agents fail to make or perform your Tour arrangements using reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. If we, or our employees, servants or agents fail to make or perform your Tour arrangements using reasonable skill and care, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees, servants or agents acts or omissions affected the overall enjoyment of your Tour), we will pay you reasonable compensation.

(2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from:

- the act(s) and/or omission(s) of the person(s) affected;
  - the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - Force Majeure as defined in clause 13B above unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.
- (3) The services and facilities included in your Tour will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice. The fact that services or facilities fail to comply with local or UK guidance or advice shall not of itself mean that the services or facilities in question have not been provided with reasonable skill and care.
- (4) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

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 is limited to the excess amount payable under the Insurance policy we offer per person affected. You are assumed to have taken out adequate insurance at the time of booking.

- (b) Claims not falling under (a) above or involving injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

- (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) 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 hotel 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'. 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.

ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(6) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

(7) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure or on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## 15. CONDITIONS OF SUPPLIERS

Many of the services which make up your Tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## 16. SAFETY STANDARDS

Please note: The requirements and standards of the country in which services are provided apply and not those of the UK. These requirements and standards will not be the same as the UK and may sometimes be lower.

## 17. THE PRICE OF YOUR ARRANGEMENTS

Tour prices are based on the costs of transport, accommodation, etc. on the 14th April 2009. The rates were as follows: Euro 1.121 and USD \$1.4876.

We reserve the right to amend the advertised prices of arrangements at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

Once the actual price of your arrangements has been confirmed, no amendment will be made to it unless it is to make a correction to an error, or if our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements. Only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and amendment charges), will we make an additional charge.

If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in clause 10. If you do not inform us of your choice within 14 days from the issue date printed on our additional charge invoice, we are entitled to assume that you will pay the additional charge. Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later. We will not to levy an additional charge nor make a refund within 30 days of departure.

Should the price of your Tour go down due to the changes mentioned above, by more than 2% of your Tour cost, then any refund due will be paid to you. However, 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.

## 18. DELAYS AND OTHER TRAVEL INFORMATION

We regret we are unable to offer you any assistance should a transport delay disrupt your itinerary. Any airline or other transport provider concerned may however provide refreshments and/or appropriate accommodation. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 of these booking conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become

aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been despatched we will contact you as soon as we can to let you know.

Please note the existence of a "Community list" (available for inspection at [http://europa.eu.int/comm/transport/air/safety/flightwell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flightwell_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your Tour price from us. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 [www.auc.org.uk](http://www.auc.org.uk). This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

## 19. DATA PROTECTION

(For the purposes of the Data Protection Act 1998 and ABTA Code of Conduct 2000).

For the purposes of the Data Protection Act 1998, we, Pavilion Tours are a data controller. In order to process your booking, we need to collect certain personal details from you. These details will include, where applicable, the names and addresses of party members, credit/debit card or other payment details, and special requirements (including some sensitive data, as defined by the Act), such as those relating to any disability or medical condition which may affect the chosen Tour 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 need to pass on your personal details to the companies and organisations who need to know them so that your Tour can be provided (for example your airline, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your Tour is to take place or involves suppliers outside these countries.

We would also like to use your personal details to send you information concerning the Tours and services we offer. All details you give us in connection with your booking (including those relating to any disability or medical condition or your religious beliefs (sensitive data)), will be kept by us but we will only use names and addresses for marketing. Occasionally, we may sell and/or share clients' names and addresses (but not sensitive data- see above) to other companies or organisations who offer goods or services which we feel may interest you. We will ask you for your consent first before doing this.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information. You are generally entitled to ask us (by letter or e-mail) 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. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

## 20. SUBSEQUENT VERSIONS OF THESE CONDITIONS

These booking conditions have been produced in conjunction with our 2010 programme and are accurate at the time this brochure was printed. We may alter these terms and conditions at any time. If we do so, all subsequent bookings will be governed by the newer version. You must check our website for the applicable up to date version of these terms and conditions.

## 21. PASSPORTS, VISAS & HEALTH REQUIREMENTS

All British Citizens require a full British passport to travel. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Where visas are required for British Citizens for destinations featured in this brochure, information is given on the relevant brochure page. Requirements may change and you must check the up to date position in good time before departure.

A collective passport can be used for the majority of European countries. An application form can be obtained from the Passport Office or on-line at [www.direct.gov.uk/passports](http://www.direct.gov.uk/passports). The cost of the collective passport is not included in the tour price.

We cannot accept responsibility for any cost or fines incurred due to non-compliance with the above nor can we accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

For all passport information including the present issue time for a collective passport, contact the IPS Passport Advice Line: 0300 222 0000 or on-line at [www.direct.gov.uk/passports](http://www.direct.gov.uk/passports).

We recommend that all party members should read the Department of Health leaflet T7.1 (Health Advice for Travellers) and DHSS leaflet SA40/41 and consult their doctor regarding any medical requirements in the country to be visited. For European Tours each group member should obtain a European Health Insurance Card (EHIC).

Health facilities, hygiene and disease risk vary worldwide. You should take health advice about your specific needs as early as possible and ensure that vaccinations or preventative measures such as malaria tablets are taken early enough (which may be a month or more prior to departure) to be fully effective by the date of travel. Sources of information include [www.fitortravel.nhs.uk](http://www.fitortravel.nhs.uk). Before travelling we strongly advise you to consult your own medical practitioner who will be in the best position to take into account any relevant personal factors or newly reported epidemics. If you are prone to illness please ensure that you carry enough medication as some medicines may not be available locally. Stomach upsets can be common on any Tour but, in particular, on long-haul Tours. This is often due to the change in climatic conditions and diet.

## 22. TOUR PRICES

Our tour prices are valid for students under 18 years on the day of departure (unless stated otherwise). If you have a party of students over 18 years please request a quotation. On European Tours additional adults in excess of free place ratio pay the student price plus a supplement of £7 per night and a twin room supplement per person per night (this varies according to accommodation). Supplements also apply on Worldwide tours - contact us for details. Adults receive the same services as the students. If the adult number exceeds 20% of the group size the tour cost will automatically increase.

# Fair Trading Agreement (CONT.)



Infants Air Tour charges: Children under the age of 2 on the date of return travel are charged a fare - price available on application.  
 Infant's insurance charges: Coach tours: £7 per infant.  
 Air tours: £25 per infant.

**23. RESPONSIBILITIES OF GROUP ORGANISERS AND LEADERS**  
 The Party Leader or Organiser is responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements. The Party Leader is also responsible for ensuring that the group reaches the starting point of the tour at the allocated time.

**IMPORTANT:** For groups travelling by air it is the responsibility of the group leader to ensure that names are exactly as they appear on the passport with no abbreviations. See information on name changes. A full Passenger Names List is also required at the time of booking for submission to the Insurance Company and airline (for airline tours).

In signing the Booking Form the Party Leader also accepts responsibility for the good conduct of all participants during the tour and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave well. Furthermore, it is the Party Leader's responsibility specifically to ensure that:

- No participant under 18 years of age (21 years for USA) consumes alcoholic drinks unless written permission from a parent or guardian can be produced,
- All local laws relating to the consumption of alcohol are at all times obeyed by participants,
- No participant consumes alcohol to excess,
- No participant smokes in a hotel bedroom or in any other way causes a fire hazard,

In accordance with the terms of the Pavilion Tours insurance policy all members of the group must have medical expenses cover, a medical emergency service and legal expenses cover. If any costs incurred by Pavilion Tours are for insured risks Pavilion Tours would be entitled to recover costs from the group member concerned.

## 24. WITHDRAWAL OF FACILITIES

We would draw your attention to the following circumstances which fall outside our direct control and where we are not prepared to accept liability. Note that some amenities (e.g. hotel lifts, swimming pools, etc.) require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions (e.g. availability of outdoor swimming pools, etc.) and their availability is at the discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and frequency may be varied if there is a lack of demand or insufficient numbers in the hotel.

## 25. INSURANCE COVER

The following is a summary of the cover provided, full details will be sent to you with your booking information. Our policy includes an emergency assistance service provided by Speciality Assistance, Tel: 08453 707 183.

Important Note: Claims are excluded where the Insured is aware of any medical conditions or set of circumstances which could reasonably have been expected to give rise to a claim. Please refer to the Certificate of Insurance for the full terms and conditions; a full copy is available on request.

For queries, please contact our Brokers: PJ Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire PO9 6DX. Tel: 023 9241 9050 Fax: 023 9241 9019

PLEASE ENSURE THAT YOU STUDY YOUR PAVILION TOURS INSURANCE CERTIFICATE CAREFULLY AND NOTE ALL CLAUSES. TAKE A COPY OF YOUR POLICY WITH YOU ON YOUR TOUR.

Pavilion Tours is an Appointed Representative of ITC Compliance Ltd who are authorised and regulated by the Financial Services Authority.

Summary of Policy Cover		
Policy section	Cover Provided	First Amount you have to pay
<b>A.</b> Cancellation Charges	Up to tour cost	£40 (nil - for deposit only claims or trips under £100)
<b>B1.</b> Personal Possessions		£40
- Single Article Limit	up to £200 for each individual item	
- Valuables Limit	up to an overall total of £200 for valuables (£100 if 16 or under) up to max of £1500 in total (£1000 if 16 or under)	
Possessions delayed in transit for more than 12hrs	essential items up to £100	
<b>B2.</b> Personal Money	up to £250 in cash on your person (£150 if 16 or under)	£40
Party Leader - Student Money	up to £1000	£40
- Emergency Funds	up to £500	£40
Loss of Travel documents	travel & accommodation costs necessary to replace your lost travel docs up to £500	NIL
<b>B3.</b> Emergency Medical Expenses	up to £5 Million outside country	£40
State Hospital Benefit	up to £20 for each full day you are confined to a state hospital bed - up to a max of £400	NIL
<b>B4.</b> Curtailment (cutting short trip)	unused portion of costs - up to the Pavilion Tours Tour cost	£40
<b>B5.</b> Personal Liability	up to £2 Million	damage to Tour accommodation - £200 other claims - £40
<b>B6.</b> Personal Accident	up to £25,000	NIL
<b>B7.</b> Organiser's Liability	up to £5 Million	damage to Tour accommodation - £200 other claims - £40
<b>C1.</b> Departure Delay	£30 after first 12 hrs - £20 after following 12 hours - max of £100	NIL
Missed departure	up to £800	NIL
Organiser's expenses	up to £500	NIL
<b>C2.</b> Prevention of access	up to £100 per day if you are unable to reach resort up to £500 in total	NIL

Insurance Policy: this contains full details of the cover provided plus the conditions and exclusions which apply to it.

- **Conditions, Exclusions and Warranties:** there are conditions and exclusions which apply to individual sections and general conditions, exclusions and warranties which apply to the whole certificate.
- **Fraudulent Claims:** the making of a fraudulent claim is a criminal offence.
- **Medical Expenses:** please note this section does not provide private health care unless specifically approved by the emergency service.
- **Health:** the certificate contains conditions relating to the health of the people travelling and others upon whose well being the trip may depend. It may be that you are required to disclose the condition of such people prior to cover being issued and you must be aware that failure to disclose such matters will prejudice your position.
- **Property Claims:** these are settled on an indemnity basis - not on a 'new for old' or replacement cost basis, unless otherwise stated in your certificate.
- **Policy Limits:** most sections of the certificate have limits on the amount the insurer will pay under that section. Some sections also include inner limits, e.g. for one item, or for valuables in total.
- **Policy Excesses:** claims under most sections of the certificate will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of a claim (cancellation, Baggage, Money, Medical - £40 per claim).
- **Reasonable Care:** you are required to take all reasonable care to protect yourself and your property and to act as though you are not insured.
- **Complaints:** the insurance certificate includes a Complaint Procedure which tells you what steps you can take if you wish to make a complaint.
- **'Cooling Off' Period:** your certificate may contain a 'cooling off' period which allows you to return the policy and obtain a full refund if you have a justifiable reason to dissatisfied with the cover provided.
- **Hazardous Tour Activities:** the policy may not cover you when you take part in certain hazardous activities, e.g. scuba diving. If you want cover for such activities you may need to arrange a specialist certificate.

UK Law allows the parties to choose the law applicable to the contract. The contract will be subject to English Law unless otherwise agreed.

## 26. ACCOMMODATION

In certain resorts where we feature more than one hotel or centre groups will be allocated to a specific accommodation on receipt of final numbers forms. Please advise us of your preferred accommodation on your booking form. Please note that some properties may not be available on all advertised dates and are booked on request by us. We occasionally use accommodation in specific resorts which is not featured in our brochure. In such cases the accommodation will be of a comparable standard to that featured. We cannot guarantee the provision of towels and soap in all of our hotels/centres and group members should provide their own. The general numbers of students allocated to each room is indicated in our brochure description. Bunks beds are sometimes used and some French and Belgian hotels also use double beds to accommodate school groups. In Austria twin beds are used with 2 single mattresses on a twin frame. Separate bed linen is used.

The board basis provided by each hotel/centre is detailed on your tour quotation letter. Lunch where provided is usually packed lunch and supplements may apply for the provision of hot lunches.

Some Youth Centres require students to assist with room cleaning, stripping of beds and clearing tables at meal times. Usually rooms will not be available until the afternoon on the day of arrival and groups will be required to vacate their rooms by 10.00 hours on the day of departure.

**Single rooms:** Single rooms for accompanying adults are strictly subject to availability and always carry a supplement

**Coaches:** The Company reserves the right to utilise any empty coach seats for our clients or staff.

**Ferries:** The standard channel crossings for each tour are detailed on the relevant brochure page. Whilst we will make every effort to secure the ferry route of your choice this cannot be guaranteed.

## 27. DAMAGE DEPOSITS

An increasing number of hotels/centres require a damage deposit. This is payable in resort on arrival and is refunded provided no damage is incurred. We will advise this at the time of booking or as soon as this is made known to Pavilion Tours.

Please read this document carefully and should you require any further clarification please contact us immediately.

Important Note: Your travel insurers have to bring to your attention some of the important features of your travel insurance policy: See Summary of Policy Cover, to the right.

# DEPOSIT PAYMENT DUE DATES

## IMPORTANT DEPOSIT DEADLINES EUROPEAN AIR OR EUROSTAR TOURS:

**£75 ppp First deposits due by the option expiry date on your quotation letter.**

**£80 ppp Second deposits due eight weeks after first deposits.**

**Final payment due ten weeks before departure.**

## IMPORTANT DEPOSIT DEADLINES WORLDWIDE AIR TOURS:

**£100 ppp First deposits due by the option expiry date on your quotation letter.**

**£125 ppp Second deposits due eight weeks after first deposits.**

**Final payment due ten weeks before departure.**