



# Terms & conditions

Please take the time to read the following conditions carefully.

They are the basis for the contract between us and will assist you with your future plans.

## 1. Contract

Your booking is with PGL Travel Ltd, whose registered office is Alton Court, Penyard Lane, Ross-On-Wye, Herefordshire, HR9 5GL. PGL Travel Ltd is a Member of ABTA with membership number V2683. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London, SE1 9EQ Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com)

A contract will only exist when we have received the required deposit and have acknowledged receipt of your completed agency agreement. The person signing the agency agreement accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. The contract between us is governed by the Law of England and Wales.

## 2. Financial Security

PGL Travel Ltd holds a bond with ABTA. This arrangement means your money will be refunded in the unlikely event of our being unable to provide your holiday due to our insolvency.

## 3. Deposits

Before a booking can be considered firm, the Agent must sign our Agency Agreement and forward the initial deposit for each paying member of the party. This deposit is not refundable, unless under the terms of our optional insurance cover. Please make cheques payable to PGL Travel Ltd.

## 4. Payment

The final balance must be settled no later than 8 weeks prior to your course or by return of post where receipt of invoice is within 8 weeks. Unless previously agreed, if the final balances are not received by the due dates, this will be a breach of the contract between us, entitling us to treat the booking as cancelled by you. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

## 5. Cancellation

If the reason for cancellation is a refused Visa application and the Agent provides documentary evidence in support, PGL will not charge a cancellation fee in respect of the holiday/course. PGL will only charge for any 'out of pocket' expenses incurred in the booking of excursions and visits and transport.

For any other reason, in the event of cancellation by a paying member more than 8 weeks before your holiday/course start date, the deposit may be transferred to a substitute member. However, if this is not possible, then the deposit will be retained by PGL.

Cancellations made less than 8 weeks prior to your holiday/course will be subject to the following charges, unless stated otherwise:

- 56-29 days before your course: 60%
- 28-15 days before your course: 80%
- 14 days or less before your course: 100%

The date of effective cancellation is calculated on the day of receipt of written advice.

If any cancellation, including declined visa applications, brings the number of students below the minimum number required to qualify for a particular price, then the price will also be adjusted accordingly for the remaining passengers.

## 6. Price Information

Our prices are provided in good faith, based on the current academic year. If amendments to term dates result in changes to peak dates in 2018, we reserve the right to amend our price bands. All prices are guaranteed against any surcharge, subject to payments being received by the due dates. If payments are not received by the due dates, your course may be subject to surcharges on unforeseen increases in transportation costs and seaport charges, in addition to any surcharges resulting from governmental action. In all cases where a surcharge is applicable we will absorb an amount equal to 2% of the tour price, excluding any insurance premium, amendment fees and changes in VAT. Only amounts in excess of 2% will be surcharged with a £1 per person administration charge. If this means paying more than 10% of the course price you will be entitled to cancel the course plus a full refund of all money paid (minus insurance premiums and any amendment fees incurred). Should you wish to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the surcharge advice. You will be notified up to 30 days prior to departure if a surcharge is due on your course.

## 7. Alterations & Amendments By You

Should you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. Where we can meet your request, a fee of £25 per amendment will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers in making the change. On courses where PGL have arranged your coach, additions to your party are usually possible at any time right up to the day prior to travel. However you must always check with us first by telephoning 0333 321 2112. If any addition is made within 8 weeks of departure we reserve the right to charge an administration fee of £25 per amendment.

## 8. If We Are Forced To Change Things

The arrangements announced in this brochure or price list or website or when quoted to you are given in good faith. Occasionally we have to make changes and we reserve the right to do so at any time. Most changes will be minor and all will be advised at the earliest possible date. In the unlikely event of it proving necessary to alter significantly or cancel your

course, we will offer a suitable alternative if available or 100% refund (within 14 clear days) if we are not able, in our opinion, to offer an alternative that is sufficiently comparable. Compensation will be paid as below, per full fare paying passenger, if we have to make a major change to your course within eight weeks of commencement, unless the change is due to circumstances beyond our reasonable control, including but not limited to war, the threat of war, riot, civil strife, actual or threatened terrorist activity, act of God, industrial dispute, governmental action, epidemic, disease, adverse weather or natural or nuclear disaster:

- 56-29 days: 10% of course price per person
- 28-15 days: 15% of course price per person
- 14 days or less: 25% of course price per person

## 9. Travel Tickets & Vouchers

These are valid in conjunction with the particular travel arrangements booked and the route specified. No refund can be made for lost, mislaid, unused, unendorsed or expired tickets, coupons or vouchers. Any details given are provisional and do not commit any airline mentioned to providing a service.

## 10. Liability

We will only accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the course arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, sub-contractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

Please note, however, that we do not accept liability for any air or sea carriers whose individual conditions of carriage apply and are often subject to international agreements. We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to force majeure such as war, the threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity, act of God, governmental action, epidemic, disease, adverse weather or natural or nuclear disaster.

Our liability in all cases (except those involving illness, injury or death) is limited to 50% of the invoiced tour value per passenger in addition to a full refund. We cannot be held responsible for the failure or inability of any equipment or computer programme to recognise or correctly to interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. Should you or any member of your party have the misfortune to suffer illness, injury or death during the period of your course arising out of an activity which does not form part of the arrangements made by us, we shall, where

appropriate, give you every help that we can by way of initial assistance, including initial legal costs associated therewith, up to a maximum value of £5,000 per booking form. You must request such assistance within 90 days from the date of the misadventure and in the event of there being a successful claim for costs against a third party or there being suitable insurance policies in force, the costs incurred by us shall be recoverable from you.

### 11. Complaints Procedure

If there is any problem with your course, we want to be the first to hear about it. It is essential that you contact your centre manager as soon as possible so that we can try to rectify the situation on the spot. In the unlikely event that the matter remains unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Notice in writing of any claim or dispute must be received by us within 28 days of the date on which the course ended. If any dispute on a course booked with PGL Travel Limited cannot be amicably settled, it may be possible to refer it to arbitration under a special scheme arranged by the Institute of Arbitration in conjunction with the Association of British Travel Agents. This scheme provides for a simple and inexpensive method of arbitration on documents alone, with a restricted liability on a customer in respect of costs. 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 or mainly in respect of physical injury or illness or the consequences of such injury or illness, except for small compensation claims for minor injury or illness subject to a limit of £1,000 per person. Application for arbitration must be made within 9 months of return from the tour. Further details can be supplied by ABTA on request.

### 12. Personal Property

Your personal property, including baggage, is your own responsibility at all times, unless any loss or damage is due to our negligence or failure to carry out our responsibility.

### 13. Supervision

All adults accompanying the party agree to act 'in loco parentis' at all times and will adequately supervise all members of the party. Where applicable, this responsibility is delegated to PGL centre staff e.g. for activity sessions. It is the Tour Leader's responsibility to ensure that:

- a) No group member under 18 consumes alcoholic beverages.
- b) No student smokes on coaches, in any accommodation, in any smoke free places or behaves in any other way which may cause a fire hazard.
- c) All party members wear the lap belts provided for all journeys by coach. (Not always applicable to coaches sourced overseas)
- d) No student breaks a UK or local law.

These matters must be discussed with guests prior to your course. If further details are required, please see our online UK or overseas Centres 'Code of Practice' which includes our 'Code of Conduct' as well as a clarification of responsibilities for the supervision of visiting groups.

### 14. Travel Arrangements

For parties travelling from outside mainland Britain, inclusive arrangements start at the appropriate UK/ France mainland port/airport. If the tour starts at a port/airport other than in the UK or France (depending on which PGL centre you are travelling to), a supplement may be payable for additional transport arrangements.

### Length of Course

In brochure descriptions, PGL considers Day 1 as the day of arrival at your PGL centre. The final day is the departure day from your PGL centre.

### Coach Travel

Coach Travel is an optional extra unless otherwise specified. We use reliable operators offering modern, comfortable coaches with excellent back-up and breakdown cover. Our coach contract for all tour departures stipulates post 2010 vehicles in compliance with strict UK and EU Coaching Regulations including R66 roll-over protection. Coaches used on transfers to airports or UK centres are contracted to be no more than 10 years old. Please note the following details:

- a) Use of coach: If you have purchased a closed door coach, your coach will be available to carry out your own choice of local visits and excursions, subject to EU drivers' hours regulations.
- b) Drivers' hours: All itineraries are agreed with coach companies prior to departure and adhere to strict EU driving regulations. All British coaches we use must be fitted with a tachograph to monitor driver hours.
- c) Seat Belts in Coaches: By law, all British coaches transporting young people under 16 years of age are required to be fitted with lap belts. Coaches contracted by PGL will conform to this requirement.

The Tour Leader and other accompanying adults are responsible for ensuring that the lap belts are worn at all times during coach travel. Please note that coaches hired locally on the Continent are not yet subject to the same legislation.

- d) Cross-Channel Arrangements: Where PGL is arranging, all cross-Channel arrangements are based on short-sea car ferry services or the Eurotunnel service (if requested) and are subject to availability. Unless instructed otherwise, we will book the most convenient crossing available for your group.

### Timings and Itineraries

All itineraries, journey times, timings of ferry crossings/ routes specified are given as guidance only and may be subject to change upon final confirmation.

### Excursions

Please note that excursions are an optional extra on all courses unless specifically included in your itinerary. There is no administrative charge whatsoever for bookings attractions. At our French centres, entrance fees to places of interest are payable in local currency by you on arrival at that visit unless otherwise stated. In the UK, attractions that are being booked by PGL will be paid in advance of your visit unless otherwise stipulated. We cannot refund any monies to the group for non-attendance or cancellation of the visit. The prices we provide for visits and excursions are correct at the time of printing and we cannot accept responsibility for price changes without notification prior to departure. All visits and excursions to places of interest are subject to availability. Where a visit is not possible, every effort will be made to find an alternative. Visits are made on the terms and conditions advertised by the place of interest for which PGL can accept no liability, unless payment is made by ourselves as an integral part of your course. Please note that your chosen itinerary is subject to EU drivers' hours regulations.

### 15. Passports & Visas

The Agent is entirely responsible for the completion of passport formalities and other personal arrangements which may be necessary such as visas for non-British citizens.

### 16. Health Matters

The Agent signing the Booking Form is entirely responsible for passing on any health requirement information to other party members.

### 17. Special Requests

Any special requests must be clearly notified to us in writing. We do our best to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract. Special requests will only be held to form part of the contract between you and the Company when they have been confirmed in writing to be guaranteed by the Company.

### 18. Ages & Additional Adults

- a) Prices are valid for pupils, aged up to 18 years on the day of departure unless otherwise specified. Students aged over 18 may be required to pay a small supplement. Details of supplements are available on request.
- b) Accompanying adults over and above the free place allowance may join the course at a supplementary charge, subject to availability of accommodation.
- c) PGL reserves the right to re-cost the course if more than 30% of the party is aged 21 years and over.

### 19. Additional Requirements

We are continually working to enable all young people to enjoy the many benefits of our courses and tours. If members of your party have additional requirements, relating for example to disability, culture, diet etc, please provide full details at the time of booking. We will be pleased to undertake a fair assessment of service provision and identify appropriate resources with reference to such considerations as access, successful participation and health and safety.

### 20. Data Protection

We have measures in place to protect the personal booking information held by us. The contact details supplied, including postal address, telephone and email address, will only be used to fulfil course/tour administration and to communicate details of PGL's and our associated companies products and services. The personal information supplied about party members will only be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards.

### 21. VAT & TOMS

All UK based courses with an English as a Foreign Language element are exempt from VAT. Courses in France fall within the Tour Operators Margin Scheme (TOMS).

### 22. Photography

We occasionally take pictures/video for PGL promotional purposes, including, (but not limited to) online, printed material and press releases. If any member of your group wishes NOT to appear in any such photography/video please let us know in writing prior to your course, and once at centre ensure that the PGL Group Leader with you is also made aware of any such restrictions.

### 23. Marketing

PGL may use your written feedback in promotional materials whether it reaches us in letters or on our feedback forms. If you do not wish to be quoted, please could you inform us on any written material you send us.

### 24. Brochure Information

The information contained in our brochure is accurate and correct as far as can be reasonably ascertained on the publication date, January 2018. If we ascertain ourselves or are notified of any subsequent changes to the details contained herein, we will advise you as soon as is reasonably possible.