

Booking Conditions: Galina International Study Tours Ltd

Important: Please take the time to read the following booking conditions carefully. They are the basis for the contract between us and they contain important information that will assist you with your tour planning.

1: Your Contract with Galina

Your contract is with Galina International Study Tours Ltd, 16 Bridge Street Row, Chester, CH1 1NQ (company No 07106143, registered in England and Wales). We are a member of ABTA (no Y4466) and as such are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. In accordance with *The Package Travel, Package Tours Regulations 1992*, we provide full financial protection for our tours, by way of an insurance policy arranged by Towergate Chapman Stevens through Zurich Insurance PLC. On receiving your Booking Form and deposit, we will send you an Invoice for the Balance of the tour price. No contract shall exist until the Booking Form has been signed, the specified deposit paid and the booking confirmed in writing by Galina. This contract is made on the terms of these booking conditions, which are governed by English Law and the jurisdiction of English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

2: Confirming a Booking

Having read these booking conditions, please complete the Booking Form at the end of your quotation, sign and return it to our office with your deposit. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your group the terms of these booking conditions. A signed and returned Booking Form is your acceptance of the terms agreed. Only those details contained therein are contractually binding. Both parties will agree transport used, travel destination(s) with relevant period of stay, departure date, timings and ferry routes, meal arrangements, accommodation, itinerary, tour cost, balance due date, insurance details and minimum numbers required/sliding scale should numbers fall.

3: Deposit and Payment Schedule

An initial deposit, as per your tour quotation, is payable upon booking. Please make such remuneration payable to Galina International. For tours of six days' duration or longer, a second deposit may be required twelve weeks before departure (please refer to your tour quotation). The balance of the tour price is to be paid not later than eight weeks prior to departure; this date to be clearly indicated by Galina on your Invoice sent to you as acknowledgement of your deposit payment. If the balance is not paid this will be treated as a breach of contract and we reserve the right to regard the tour as cancelled and retain your deposit

4: Pricing

We reserve the right to alter the prices of any of the tours shown in our advertising literature or on our website. You will be advised of the current price of the tour that you wish to book in your tour quotation and before your contract is confirmed. The prices of our tours were calculated on the basis of the then known costs. Details of the current exchange rate can be obtained from our website.

It is not our normal practice to implement surcharges but in exceptional circumstances we may be obliged and we reserve the right to do so. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and currency exchange rates mean that the price of your travel arrangements may change after you have booked. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person.

If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within fourteen days from the issue date printed on your final invoice.

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. 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 such as the forward buying of foreign currency.

5: Travel Insurance

All members of the group must be insured. If not insured through our travel insurance scheme then Group Leaders must produce evidence of insurance cover and supply a policy number at the time of their final remittance. Group Leaders may wish to refer to the Department of Health leaflet T7.2 *Health Advice for Travellers* which offers health information for all destinations. Copies are available from Post Offices nationwide. Although insurance policies cover the cost of emergency medical treatment abroad, we would still recommend that all group members travelling within the EU have a valid EHIC (formerly E111). At present there are no mandatory health formalities for British citizens for the destinations we offer but please bear in mind that requirements may change and you must check the up-to-date position in good time before departure. Further information can be obtained from the Department of Health website at www.dh.gov.uk/travellers or from www.fitfortravel.scot.nhs.uk.

6: Timings

All initial timings are provisional and for your guidance only. Final timings will be advised with your Final Tour Details ten to fourteen days before departure. Our liability to you ceases at the conclusion of your tour and we cannot be held responsible for separate arrangements (e.g. onward travel) made by the group or any group members without our knowledge or based upon provisional or illustrative timings especially in circumstances where a tight schedule does not allow for a prudent margin for unforeseen circumstances such as adverse weather conditions, traffic delays or other circumstances beyond our control.



7: Cancellation and Charges

If the group cancels then our cancellation charges will be applied as set out below. We may be able to refund all or any part of your deposit(s) not yet committed to our suppliers less a £50 administration fee for work undertaken on your behalf. If a member of your group cancels, you may replace them with a new member prior to the balance-due date unless insurance has already been issued or an Insurance Indemnity Form has been received from the client in which case the matter will be an insurance issue and a replacement will be treated as an addition to your booking. If the Final Balance has been received and a receipt issued there will be a £25.00 Amendment Fee for each name change. If you cannot find a replacement, cancellation charges will be applied.

All cancellations must be notified to us in writing by the group leader by either personal/recorded delivery/registered letter or by facsimile/email and charges apply from the date written notification is received by Galina. A follow-up telephone call should be made to determine that such notification has been received by Galina. A verbal message is insufficient; the cancellation is not effective until written confirmation is received. If a member of the group fails to join the tour, joins after departure or departs before completion of the tour, no refund can be made. As we incur costs in cancelling your travel arrangements, the following cancellation charges will apply to group or individual cancellations:

| | | | |
|------------------------|---------------------------------|--------------------|--------------------|
| More than 42 days..... | Tour deposit(s) (but see above) | 7-13 days..... | 60% of tour price |
| 28-42 days..... | 30% of tour price | 1-6 days..... | 100% of tour price |
| 14-27 days..... | 45% of tour price | Departure day..... | 100% of tour price |

We reserve the right to cancel your tour if the balance of your tour price is not paid by the due date indicated on your Invoice or if the minimum number required to make the tour viable overall is not achieved. We will not otherwise cancel your tour less than eight weeks prior to your departure date except for reasons of "force majeure" (see section 10 below).

8: Changes Made by You

Any request for changes to be made must be in writing from the Group Leader. No verbal additions will be allowed or be deemed to apply. Any mutually agreeable additions, deletions or modifications must be in writing and agreed by both parties before a revised contract exists. It is not sufficient to inform Galina of new arrangements and assume they are acceptable or practicable without our express written agreement. You will be asked to pay an administration charge of £25 and any further costs we incur in making this alteration. You should be aware that any costs could increase the closer to the departure date that changes are made (especially if we have paid any monies to our suppliers) and you should contact us as soon as possible.

Additions to your group are usually possible at any time up to eight weeks prior to travel. After that time we will do our best to meet your request but you must always check with us first by telephoning our office as additional accommodation may be subject to availability. If any addition is made within eight weeks of departure we may charge an amendment fee of £25 per amendment.

9: Changes or Cancellations Made by Galina

Tour arrangements are often made many months in advance and in good faith. Occasionally, albeit very infrequently, changes and/or cancellations are unavoidable. Whilst we will always try to avoid such eventualities we must reserve the right to do so. Most changes are very minor and we will inform you of them at the earliest possible date. Examples of such minor changes may include a change in departure time of less than twelve hours, a change of coach company or vehicle size, a change of accommodation to another of the same standard or alterations to the order of your itinerary resulting from local or temporary circumstances which, however, do not result in the omission of a key element of your tour.

Sometimes we may have to make significant changes to your tour such as a change in departure time of over twelve hours, a change of accommodation to a lower official classification or standard or changes in the itinerary which remove a key element of your tour or completely nullify its purpose. In such cases, you may withdraw from the tour or accept an alternative tour or modifications suggested to the tour and we will refund any price difference if the alternative is of a lower value. If you decide to decline the offer of alternatives we will refund all monies paid to us and pay reasonable compensation where applicable.

10: "Force Majeure"

We regret that we cannot accept liability for any damage, losses or additional expenses suffered by the group or any group member as the result of causes beyond our control and referred to as "force majeure" such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, epidemics, pandemics, adverse weather conditions or unavoidable technical problems with transport. If cancellation of a tour is necessitated through "force majeure" we shall refund payments made to us by your group which have not been committed irrevocably by us to our suppliers but will not be obliged to pay any compensation or meet any other costs or expenses you incur as a result.

11: Passports and Visas

Your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We regret that we cannot 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 or provide personal data on a timely basis for all group members that are required for border control. If any member of your group 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 or countries to or through which you are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us or any of our suppliers, you will be responsible for reimbursing us accordingly.

Collective passports (available to British nationals only) for persons under the age of eighteen are not accepted by all countries e.g. Germany. It is the Group Leader's responsibility to check whether collective passports are still acceptable for the dates they intend to travel. The Group Leader will be responsible for obtaining a collective passport. Please note that British Citizens not on a collective passport must hold a full British passport. Identity cards are also necessary in many countries for students travelling on a collective passport.

12: Complaints Procedure

If there are any problems with your arrangements whilst you are away, you must immediately inform the supplier of the service(s) in question and if necessary, also bring the matter to the attention of your tour courier or driver. If the supplier is unable to resolve the complaint or problem to your satisfaction, you should contact us immediately either at the office during working hours or via our 24-hour duty officer out-of-hours. Most problems can be dealt with quickly.



In the unlikely event that the matter cannot be resolved on the spot, please write to our office on your return explaining the problem fully and we will give the matter our immediate and sympathetic attention. Any complaint will be dealt with in a civil and fair manner. Notice of any claim or dispute must be received by us within thirty days of the date on which the tour ended. Please note that if you fail to bring the matter to the attention of the supplier or ourselves at the time and deprive either or both of the opportunity to put things right in situ this may affect your rights under this contract. Please keep any correspondence concise and to the point so that we can quickly identify your concerns and speed up our response to you.

If we are unable to settle the matter amicably, we can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with, this contract. The arbitration scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you 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 and it does not 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 £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. 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 can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found at www.abta.com.

13: Conduct and Supervision

Galina will not accept responsibility for any group or group member who contravenes any law or regulations of any country visited. Persons detained as a result of infringement of any law or regulations may be excluded from the tour without any right to refund or any other claim. We reserve the right to refuse to carry any group, individual or individuals causing distress, affray or nuisance to any other individual(s) or the driver (or tour guide if applicable). Our responsibility will cease if any of the above actions are taken and we will not be obliged to cover any expenses incurred by the group or group member(s) concerned nor will we consider or accept any claims for refund or compensation. The Group Leader accepts responsibility for the good conduct of all participants. Group Leaders and/or other adults accompanying the party agree to act "in loco parentis" at all times and will adequately supervise all members of the group. It is the Group Leader's and accompanying adults' responsibility to ensure that:

- a) All UK and/or local laws relating to the consumption of alcohol are at all times obeyed and no group member under eighteen consumes alcoholic beverages without the prior written consent of their parent or guardian.
- b) Group members behave in a responsible manner and do not cause offence, danger or damage to other persons or property. The Group Leader accepts full responsibility for any damage or loss caused by any member of your group. 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 or any member of your group's actions. In this regard we would advise the Group Leader to check upon arrival that there is no pre-existing damage or other problem with the group's accommodation as they may be charged by the proprietor if this has previously gone unnoticed. Draw any such issues to the attention of the hotel or hostel immediately.
- c) No individual smokes on board a coach, in any smoke-free zones, in a hotel room, dormitory or apartment or in any other way causes a fire risk.
- d) All group members wear the seatbelts provided for all journeys by coach. (Not always applicable to coaches sourced overseas).
- e) No group member breaks a UK or local law.

14: Liability

All reasonable steps are taken to ensure that proper arrangements have been made and that suppliers of the various services provided are efficient and reputable. We will accept responsibility for any personal illness, injury or death which results from the negligent 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 tour 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/inclusion in writing beforehand.

We will not be liable where any failure in the performance of the contract is due to you or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall. 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" (see Section 10).

Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) The contractual terms of the companies providing the transportation for your travel arrangements. These terms are incorporated into this contract.
- (b) Any relevant international convention, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms or the relevant international conventions from our office at 16 Bridge Street Row, Chester, CH1 1NQ.

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and 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 we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

