

# Challenge Agreement



## Namibia, Botswana and Zambia Expedition

July 2018

**Trip Cost**  
**£3,750**

### Payment Plan

Month	Year	Amount	Details
October	2016	£250	Non-refundable Registration Fee
December	2016	£500	30% Non-Refundable
February	2017	£500	30% Non-Refundable
April	2017	£500	30% Non-Refundable
June	2017	£500	30% Non-Refundable
August	2017	£500	30% Non-Refundable
October	2017	£500	30% Non-Refundable
December	2017	£250	30% Non-Refundable
February	2018	£250	30% Non-Refundable
	Total	£3,750	
May			50% Non-Refundable 56–29 days prior to departure. 75% Non-Refundable 28–15 days prior to departure.
June			100% Non-refundable 14-0 days prior to departure.
July	2018		Trip goes out

The cost includes VAT under the Tour Operator Margin Scheme  
Trip cost does not include Insurance

### **School Challenge Agreement Booking Conditions**

The School Challenge Agreement for the Trip ("Trip") is made between Discover Adventure Limited ("DAL" and 'we'), the parents / guardians of the individual participants and the School attended by the participants ("School"). These booking conditions form the basis of the School Challenge Agreement and apply to each participant, their parent or guardian and the School. In these booking conditions, the following definitions apply;

- (i) "Registration Fee" means the registration fee payable to DAL for each participant for the Trip. This is payable as part of the total cost.
- (ii) "Trip" means the trip arrangements agreed between the School and DAL and confirmed in writing by DAL.
- (iii) "Trip Cost" means the total cost of the Trip per participant due to DAL including the Registration Fee.
- (iv) "participant(s)" means each individual participant for whom a registration form for the Trip is completed and accepted by DAL and where the context allows or requires, his/her parent or guardian and any other person travelling on the Trip including accompanying teachers and other staff.
- (v) "you" and "your" means all participants (or any of them), including any participant(s) who is added or substituted after booking, and/or the School, as the context requires

- (vi) "Force Majeure" means any event beyond the reasonable control of a party, including, without limitation, strikes, lock-outs, labour disputes, acts of God, war, riot, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and storm.

### **Payment**

1. The Registration Fee is payable at the time of booking. Further payments must be made in accordance with the payment schedule set out on the registration form. No credit card fee will be charged for any Registration Fee paid by credit card. DAL reserves the right to charge a fee of 2% on all other credit payments made to DAL, however no charge will be made if payment is made by Cheque, Bank Transfer or Debit Card. Failure to make all payments when due entitles DAL to cancel and as a minimum retain the Registration Fees paid or payable by all participants.

### **Responsibilities of participants and the School**

2.1 Participants must not do or fail to do anything which is reasonably likely to bring the School and/or DAL into disrepute whether before during or after the Trip.

2.2 Participants must ensure that all information provided to DAL or the School concerning the Trip, including all information provided on DAL's registration and insurance forms and medical questionnaire, is complete, true and accurate. If any information provided to DAL by any participant is found to be materially incomplete, untrue or inaccurate, DAL is entitled to cancel the participant's booking and to keep the Registration Fee paid for that participant. Depending on the date when DAL discovers that any information provided to DAL by any participant is materially incomplete, untrue or inaccurate, DAL will also be entitled to charge the applicable cancellation fees referred to in these booking conditions in respect of that participant.

2.3 The Trip may involve hazards and risks arising from the activities included in it. These hazards and risks may involve the risk to participants of personal injury, death, illness and/or loss or damage to property. Participants and the School acknowledge and accept the inherent hazards involved in the Trip. Except as set out in these booking conditions, DAL cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage to any participant(s) suffered as a result participation in the Trip.

Helmets when cycling and safety equipment supplied must be worn correctly at all times and the instructions of the tour leader, suppliers and teachers must, at all times, be complied with.

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2.4 DAL and/or the School reserve the right on reasonable grounds to refuse or terminate participation in the Trip or any particular activity/ies to anyone at any time without having to disclose the reason. DAL's decision on a participant's participation shall be final and binding. No refunds of any payments will be made and cancellation charges will be applicable where DAL exercises this right in any of the circumstances referred to in this clause 2.

2.5 Participants and the School accept responsibility for any damage or loss caused by any participant(s) during the Trip. Where requested to do so, the School will be responsible for making full payment for any such damage or loss (reasonably estimated if not precisely known) direct at the time to the accommodation owner or manager or other supplier. Otherwise, payment must be made when requested after the end of the Trip.

If the actual cost of the loss or damage exceeds the amount paid where estimated, the School must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. The School will be solely responsible for obtaining payment made for any damage or loss from the participant(s) responsible. The School will also be responsible for meeting any claims subsequently made against DAL and all costs incurred by DAL (including DAL's own and the other party's full legal costs) as a result of any damage or loss.

2.6 All participants agree to abide by the authority and decisions of the DAL tour leader and the teachers / staff / other adults who accompany the Trip. The decision of the tour leader as to the conduct, itinerary and objectives of the Trip is final.

If in the reasonable opinion of the tour leader, the behaviour, fitness, health or physical condition of any participant is such that the participant's continued participation in the Trip is or is likely to be detrimental to the safety, welfare and/or well-being of other participants or the group as a whole or to that of other third party or to the health, safety, welfare and/or well-being of the participant concerned, that participant may be asked to leave the Trip. In this event, the participant will not be entitled to any refund for unused services or payment of any compensation or expenses incurred as a result.

DAL will have no further responsibility towards the participant concerned including return travel arrangements. The making and cost of any arrangements which are required as a result of the termination of the participant's participation in the Trip will be the responsibility of the School and the participant.

2.7 The School is responsible for ensuring that all participants are appropriately supervised at all times and act in accordance with all instructions and advice given at any time, whether before or during

the Trip. Without limitation, the teachers are responsible for ensuring that participants wear seat belts at all times whilst on any form of transport.

## **The Contract**

3. A binding contract between the parents / guardians of the individual participants, the School and DAL comes into existence when parents / guardians have agreed to these terms and conditions and paid the Deposit. All parties agree that English law (and no other) will apply to the contract and to any dispute, claim or other matter of any description which arises between any of them ("claim") except as set out below.

The School and the parents / guardians of the individual participants also agree that any claim (whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only unless the participant lives in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of the participant's home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, the participant's parent or guardian may choose to have the law of Scotland/Northern Ireland applied (but if not so chosen, English law will apply).

## **Minimum Numbers**

4. All prices are calculated on the basis that the minimum number of participants for the Trip advised at or before the time of booking is achieved. In the event that the number of participants who will pay the full Trip Cost is less than the applicable minimum, whether because an insufficient number have booked the Trip or participants who have booked cancel without being replaced, DAL reserve the right to cancel the booking. Where the School on behalf of the participants does not wish to accept any adjusted price or where DAL cancels the booking in these circumstances, cancellation charges will be payable as shown in clause 11.

Providing the minimum number of participants has been met when the final instalment of the balance is paid, DAL will not, however cancel for this reason in the event that the group falls below the minimum size at a later stage. Please note that the difference between the original and any adjusted price is not a surcharge so clause 10 of these booking conditions will not apply.

## **Itinerary, Changes and Cancellation by DAL**

5.1 The nature of school challenges is for the group to be involved in planning the itinerary with DAL. The itinerary will evolve with group input both pre departure and during the Trip. The Trip involves travel to remote and undeveloped or underdeveloped parts of the world.

As a result, changes to the itinerary may well need to be made, before and/or after departure, in response to local circumstances and the needs and wishes of the group. Such changes are an intrinsic part of school challenges and flexibility is required.

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They will not constitute a breach of contract on the part of DAL.

5.2 DAL has the right to make changes to and correct errors in written material both before and after bookings have been confirmed and, where forced to do so as a result of events or circumstances beyond its control or lack of minimum numbers (see above) to make changes to and cancel confirmed bookings.

5.3 Occasionally, DAL has to make a "significant change" to a Trip. A significant change is a change made before departure which, after taking account of the nature of school challenges as referred to above, will have a major effect on one or more confirmed key elements of the Trip. A minor change is any other change.

5.4 If DAL has to make a significant change or cancel, DAL will tell the School as soon as possible. If there is time to do so before departure, DAL will offer the School the choice of the following options:-

- (a) (For significant changes) accepting the changed arrangements; or
- (b) Purchasing an alternative trip from DAL, of a similar standard to that originally booked, if available; or
- (c) Cancelling and receiving a full refund of all monies paid to DAL for the Trip.

5.5 If DAL has to make a significant change or cancel, it will pay the participants reasonable compensation where appropriate depending on the circumstances and when the significant change or cancellation is notified to the School subject to the following exceptions.

Compensation will not be payable and no liability beyond offering the above options can be accepted where DAL is forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond DAL's control, the consequences of which DAL could not have avoided even with all due care or where DAL has to cancel because the minimum number of participants required for the Trip has not been reached (see clause 4). No compensation will be payable if DAL cancels as a result of the School or any participant(s)' failure to comply with any requirement of these booking conditions entitling DAL to cancel (such as paying on time) or if the change made is a minor one.

5.6 Very rarely, DAL may be forced by "force majeure" (see "DAL's Liability" below) to change or terminate the Trip after departure but before its scheduled end. If this very unusual situation does occur, DAL regrets it will be unable to make any refunds (unless DAL obtains any refunds from its suppliers), pay any compensation or meet any costs or expenses incurred by the School or any participant(s) as a result.

## Travel Insurance

6. Travel insurance, including cover for luggage and personal possessions, is mandatory for all participants whilst on a Trip.

The School has chosen not to take out DAL's specially arranged Travel/Cancellation insurance and the parent/guardian is responsible for ensuring that adequate private travel insurance is in place for the participant, with protection for the full duration of the Trip in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the Trip. You are responsible for providing details of this cover to DAL within 10 working days of booking for the Trip.

## Medical Details

7. DAL requires a completed medical questionnaire from each participant at the time of booking. If any participant has any medical condition or disability that could be adversely affected by exercise or by participation in the activities included in the Trip, such as a heart condition or asthma, their medical questionnaire must also be signed by the participant's doctor.

## Complaints

8. Complaints and concerns must be notified to the Trip tour leader as soon as possible. Until we know about a complaint or concern, we cannot begin to resolve it. Most issues can be dealt with quickly. If you remain dissatisfied, however, the School must write to us with full details within 28 days of the end of the Trip. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. All complaints will be handled by DAL.

Both ABTA and AITO (the Association of Independent Tour Operators), of which DAL is a member, offer dispute resolution options in the event that we are unable to resolve your complaint. Full details are available on request.

## Price Increases after Confirmation

9.1 Once the Trip Cost has been confirmed at the time of booking, it will only be changed in the circumstances set out in this clause 9 or in clause 4. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in DAL's transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of the Trip.

9.2 Even where clause 9.1 applies, only if the amount of any increase in DAL's costs exceeds 2% of the Trip Cost will a surcharge be levied in respect of the amount by which any increase in DAL's costs exceeds 2% of the Trip Cost. If any surcharge is

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greater than 10% of the Trip Cost, the School, on behalf of the participants, will be entitled to cancel the Trip booking and receive a full refund of all monies paid to DAL (except for any previously incurred amendment or cancellation charges) or alternatively purchase another Trip as referred to in clause 5. Participants may also cancel their individual places on the Trip booking in these circumstances and receive a full refund (except for previously incurred amendment or cancellation charges) but must do so through the School.

9.3 Where applicable, the School has 14 days from the issue date printed on the surcharge invoice to tell DAL if it wishes to take option (b) or (c) in clause 5.4.

If DAL is not so informed, we are entitled to assume that the surcharge will be paid. Any surcharge must be paid with the last instalment of the balance or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

9.4 No surcharge will be levied within 30 days of the start of the Trip. No refund will be payable if any decrease in DAL's costs occurs during this period either. A refund will only be payable if the decrease in our costs exceeds 2% of the Trip Cost as set out above. Where a refund is due, the full amount of the decrease in DAL's costs will be paid.

9.5 Please also see clause 4 which will apply in the event that individual cancellations reduce the number of participants below the applicable minimum number for the Trip.

9.6 It has been arranged between the School and DAL that the School will absorb any of the Prices increases listed above.

## **Equipment**

10. Participants taking their own equipment and/or bike on the Trip are responsible for any charges for transportation levied by the airline including excess baggage.

## **Cancellation by participants**

11.1 If any participant wishes or needs to cancel, his/her parent/guardian must immediately notify DAL in writing. The School must immediately notify DAL in writing in the event that it wishes to cancel the entire Trip booking.

Effective date of cancellation will be the date written notice from the School is received by DAL. 30% of every payment made by Participants is non-refundable. Additional cancellation charges will be payable where notice of cancellation is received by DAL less than 56 days prior to the start of the Trip.

These cancellation charges are as follows;

More than 56 days prior to departure	30% of all payments made is non-refundable
56-29 days prior to departure	50%
28-15 days prior to departure	75%
14-0 days prior to departure	100%

The Participant is responsible for the payment of all cancellation charges to DAL. Please also see clause 4 which will apply in the event that participant cancellations result in the number travelling on the Trip falling below the applicable minimum number.

11.2 In the event that any participant wishes to cancel, he/she may transfer his / her place on the Trip to someone else (introduced by the participant or the School) providing DAL and the School is notified of the substitution not less than 14 days prior to the start of the Trip and the substitute meets any conditions applicable to participation in the Trip.

The Registration Fee and any other sums paid by the cancelling participant will be transferable to the substitute participant and cancellation charges will not be payable in these circumstances but all costs and charges incurred by DAL or incurred or imposed by any of DAL's suppliers in making the substitution together with an amendment fee of £75 per substitution must be paid before it can be made.

Please note that, depending on the type of flight ticket purchased, it may not be possible to make name changes after tickets have been issued and sometimes from the time the flight booking is confirmed without paying a substantial amendment charge or even the full cost of the flight again. The substitute participant must also complete and return to DAL, registration and insurance forms and a medical questionnaire by the deadline stipulated by DAL. If any of these conditions are not met, the substitution cannot be made and clause 11.1 will apply.

## **Amendment by participants / the School**

12. Any proposed changes to confirmed arrangements must be requested by the School in writing. DAL cannot guarantee it will be able to meet any such requests. Where it can, any costs incurred by DAL and any costs or charges incurred or imposed by any of DAL's suppliers will be payable together with an amendment fee of £75 per change before the change can be made. For participant cancellation and substitution, see clause 11.1.

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## **Passport, vaccinations and visas**

13. It is the responsibility of the parent/guardian to ensure that participants are in possession of a valid, acceptable passport and any visas and vaccination certificates required for the Trip and comply with any other requirements applicable to the Trip.

A British passport presently takes approximately 3 to 6 weeks to obtain. If any participant is 16 or over and hasn't yet got a passport, he/she should apply for one at least 6 weeks before the start of your Trip. The UK Passport Service has to confirm identity before issuing a first passport and will ask the applicant to attend an interview in order to do this. Information given by DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but requirements may change and the School / participants must check the up to date position in good time before departure.

Information given in relation to visa requirements assumes each participant is a British citizen holding a British passport. If any participant is not a British citizen holding a British passport, he/she will be required to obtain and pay for his/her own visa.

Failure or inability by or on behalf of any participant(s) to obtain any required visa will result in the cancellation of the Trip for the participant(s) concerned and cancellation charges will then apply.

All participants must be aware of and obtain/comply with all recommended vaccinations and health precautions for your Trip well before the Departure Date. Details are available from your GP surgery and from the National Travel Health network and Centre [www.nathnac.org](http://www.nathnac.org). Information on health is also available on [www.nhs/Livewell/Travelhealth](http://www.nhs/Livewell/Travelhealth). For holidays in the EU / EEA all participants should obtain an EHIC (European Health Insurance Card) prior to departure which can be applied for on [www.ehic.org.uk](http://www.ehic.org.uk). Health requirements and recommendations may change and the School / participants must check the up to date position in good time before departure.

## **Your Financial Protection.**

14. DAL holds an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 5636). When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under

your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Not all trips or travel services offered and sold by DAL will be protected by the ATOL Scheme.

DAL is a member of ABTA (ABTA number Y6195) and DAL has arranged bonding to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of DAL's insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with DAL. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

## **DAL's Liability**

15.1 Subject to these booking conditions, DAL promises to make sure that the Trip arrangements DAL has contractually agreed to make, perform or provide as applicable are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, DAL will accept responsibility if, for example, a participant suffers personal injury or the contracted Trip arrangements are not provided as contracted as a result of the failure of DAL or its employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, the contracted Trip arrangements.

It is the participant's responsibility to show that reasonable skill and care has not been used if the participant wishes to make a claim against DAL. In addition, DAL will only be responsible for what its employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work DAL had asked them to do (for agents and suppliers).

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15.2 DAL will not be responsible for any injury, illness, death, loss (including loss of enjoyment and possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (1) the act(s) and/or omission(s) of the participant(s) or other person affected or any other participant(s) or accompanying teacher or other adult on the Trip; or
- (2) the act(s) and/or omission(s) of a third party not connected with the provision of your Trip and which were unforeseeable or unavoidable; or
- (3) 'Force Majeure'

15.3 Please note, DAL cannot accept responsibility for any services which do not form part of its contract with you including, for example, any additional services or facilities which any supplier agrees to provide for the School or any participant where those services or facilities have not been advertised by DAL as forming part of the Trip arrangements and DAL has not agreed to arrange them as part of the contract. In addition, regardless of any wording used by DAL in any quotation, itinerary, confirmation, advertising, promotional material or otherwise, DAL only promises to use reasonable skill and care as above and does not have any greater or different liability to you.

15.4 Where DAL is found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount DAL will have to pay is £1,500 per person affected unless a lower limitation applies to the claim under this clause or sub-clause 15.5 below. For all other claims which do not involve death or personal injury where DAL is found liable to any participant or the School on any basis, the maximum amount it will have to pay is twice the price (excluding any insurance premiums and amendment charges) paid by or on behalf of the participant(s) affected unless a lower limitation applies to the claim under sub-clause 15.5 below. This maximum amount will only be payable where everything has gone wrong and the participant has not received any benefit at all from the Trip.

15.5 Where any claim or part of a claim (including those involving personal injury or death) arises from travel on any aircraft, ship or train (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where DAL has arranged that travel as part of the contract for the Trip, DAL's liability (including the maximum amount of compensation DAL will have to pay any participant, the types of claim and the circumstances in which compensation will be payable) will be limited as if DAL were the carrier in question as referred to in this clause 15.5.

The most DAL will have to pay the participant for that claim if DAL is found liable to that participant on any basis is the most the carrier concerned would

have to pay under the international convention or EU regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, EC Regulation 392/2009 on the liability of carriers of passengers by sea in the event of accidents and COTIF, the Convention on International Travel by Rail).

Where a carrier would not be obliged to make any payment to a participant under the applicable international convention or EU regulation in respect of a claim (including where any claim is not notified and issued in accordance with the time limits stipulated in the applicable convention or regulation), DAL similarly is not obliged to make a payment to the participant for that claim. When making any payment to a participant, DAL is entitled to deduct any money which the participant has received or is entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline. Any proceedings must be brought within 2 years of the date stipulated in the applicable convention or regulation.

15.6 Except where otherwise expressly stated in these booking conditions, DAL cannot accept liability or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by, or any participant(s) otherwise suffers any damage, expense or loss (as more fully described in clause 15.2 above) as a result of "force majeure." In these booking conditions, "force majeure" means any event which DAL or the supplier of the service(s) in question could not, even with all due care, foresee or avoid.

Such events are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, flood, epidemic, technical problems with transport, volcanic activity, closure, restriction or congestion of airspace, airports, ports and other transport hubs and all similar events outside the control of DAL or the supplier.

## **Flights**

16. The flight timings initially given are for general guidance only and are subject to change and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. The latest timings will be shown on the tickets which will be given to the participants at the airport. The

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School and participants must ensure they read and act on all information provided to them.

DAL is not always in a position to confirm the airline and airport of destination which will be used in connection with any flight included in a Trip. When this information is provided at the time of booking or subsequently, it is subject to change. Except as referred to below, any such change will not entitle the School or any participant to cancel or change to other arrangements without paying DAL's normal charges.

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm).

DAL is required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate the flight(s) for your Trip at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which DAL/ the carrier are unable to offer you a suitable alternative, the provisions of clause 5 "Itinerary, Changes and Cancellation by DAL" will apply.

## **Dispute Resolution**

17. Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. For further information, please see our website.

## **Conditions of suppliers**

18. Many of the services which make up the Trip 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 participants, often in accordance with applicable international conventions (see "Liability" above). Copies of the relevant parts of these terms and conditions are available on request from DAL or the supplier concerned.

## **Special Requests**

19. Special requests must be notified to DAL by the School in writing at the time of booking. DAL regrets it cannot guarantee any request will be met unless DAL has specifically confirmed this.

The School should obtain confirmation in writing from DAL that a request will be complied with

(where it is possible for DAL to give this) if fulfilment of a request is important.

Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on the confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

## **Photos and Images**

20. DAL reserves the right to use without payment, notice or further consent any photographs, videos and other images in which you appear which are taken on a Trip or Trip-related occasion by our employees or suppliers or any participant or other person attending, in our brochure, website, social network marketing activities or any other relevant promotional material. DAL will not, however, identify anyone by name without their agreement

## **Foreign Office Advice**

21. The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) which the School and participants are recommended to consult before booking and in good time before departure.

## **Personal Details**

22. Where necessary in order to provide the Trip arrangements, DAL provides the personal information given to it by the School and participants to the various suppliers who provide each element of the Trip (for example airlines). DAL also provides this information to other entities such as credit card and insurance companies who need to know them in order that payments can be processed and cover provided (where applicable) and to third parties such as border agencies and the police / security forces where required to do so.

Personal information provided by participants will also be provided to the School. Appropriate steps are taken to protect this information against accidental loss. Full details of how DAL uses the personal information provided to it are set out in DAL's full Data Protection policy which appears on its website. You are entitled to object to receiving information from DAL concerning possible future trips