Booking Conditions

Key points at a glance

This summary is for convenience only. The full Booking Conditions below form your contract.

- Your contract is with Adaptable Travel Ltd (ABTA member Y1241, ATOL holder 6870). See clause 1.
- Payment: a Confirmation Deposit when you book, a Second Deposit on the date shown on your Booking Confirmation (normally 8 weeks after booking) and the balance 12 weeks before departure. See clause 2.
- Per-person prices are based on the number of paying passengers and the free places shown in your Tour Quotation. If numbers fall, the price per person and the number of free places may change. See clause 7.
- If you cancel, charges apply on a sliding scale and all Deposits are lost. See clause 8.
- Adequate travel insurance for every party member is a condition of booking. See clause 4.
- The school, and the adults accompanying the party, are responsible for supervising the party at all times. We do not provide staff to accompany groups. See clause 6.
- Your money is protected by ATOL (packages that include a flight) or by an ABTA bond (all other packages). See clause 15.
- Problems during the trip must be reported to us straight away so that we can put them right. See clauses 13 and 18.

1. Your contract with us

1.1 These Booking Conditions, together with our Privacy Policy and the information we give you about your booking, including your Tour Quotation, Booking Confirmation and Tour Itinerary, form the basis of your contract with Adaptable Travel Ltd, company number 02913036, whose registered office is at 53 Barclay Road, Bearwood, Smethwick B67 5JY ("we", "us" or "our"). Please read them carefully as they set out our respective rights and obligations.

1.2 In these Booking Conditions:

(a) "you" and "your" means the Organisation, the Party Leader and every person named on the booking or later added to it or transferred onto it, and "party member" means any such person;

(b) "Organisation" means the school, college, academy trust, local authority or other organisation on whose behalf the booking is made;

(c) "Party Leader" means the first named person on the booking (normally the teacher organising the trip), who is our main point of contact and is responsible for the administration of, and correspondence about, the booking;

(d) "Tour Documents" means your Tour Quotation, your Booking Confirmation and the final Tour Itinerary we issue to you, which together set out the travel services included in your package and anything that is not included;

(e) "Deposits" means the Confirmation Deposit and, where one is shown on your Tour Quotation or Booking Confirmation, the Second Deposit (see clause 2);

(f) "package" and "unavoidable and extraordinary circumstances" have the meanings given in the Package Travel and Linked Travel Arrangements Regulations 2018 (the "PTRs"). The arrangements we sell are packages and you have the rights set out in the PTRs, which we summarise in these Booking Conditions and in the standard information form we give you before you book.

1.3 By making a booking, the Party Leader confirms, on behalf of the Organisation and all party members, that he or she:

(a) has read these Booking Conditions and has the authority of the Organisation to agree to them on its behalf and on behalf of all party members (including, for party members under 18, on behalf of their parents or guardians), and does so agree;

(b) is aged 18 or over and resident in the United Kingdom;

(c) is authorised to give us the personal data of all party members that we need to arrange the trip, and has complied with clause 24 (data protection) in relation to any medical, dietary or other sensitive information;

(d) accepts, on behalf of the Organisation, financial responsibility for payment of the booking for all party members (and where the booking is not made on behalf of an Organisation, the Party Leader accepts that responsibility personally); and

(e) will pass these Booking Conditions and all other information we send about the booking to all party members and, for party members under 18, to their parents or guardians.

1.4 These Booking Conditions apply to bookings confirmed on or after 1 October 2026. Bookings confirmed before that date are governed by the Booking Conditions in force when they were confirmed.

2. Booking and paying for your package

2.1 A booking is made when you accept your Tour Quotation and pay the Confirmation Deposit shown on it (or the full price if you are booking within 12 weeks of departure). We will then issue a Booking Confirmation. A binding contract comes into existence as soon as we issue the Booking Confirmation, which will confirm the details of your booking and the inclusions of your tour. We may decline to accept any booking at our absolute discretion, in which case we will return your Confirmation Deposit.

2.2 If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Please see clause 15.

2.3 You must check your Booking Confirmation, ATOL Certificate and every other document we send you as soon as you receive them and tell us immediately if anything is wrong or incomplete. Changes may not be possible later, and it may affect your rights if you do not tell us about any inaccuracy as soon as you become aware of it.

2.4 Deposits. Your Tour Quotation and Booking Confirmation will show:

(a) the Confirmation Deposit payable per person to make the booking; and

(b) where applicable, a Second Deposit payable per person on the date shown on your Booking Confirmation, which will normally be 8 weeks after the date of your Booking Confirmation.

Together these are the "Deposits". We use your Deposits to secure flights, accommodation and other services with our suppliers. Deposits are not refundable except where these Booking Conditions or the PTRs say otherwise, and the cancellation charges in clause 8 are based on all Deposits, not only the Confirmation Deposit.

2.5 Balance. The balance of the price of your package (including any surcharge notified under clause 5) is due no less than 12 weeks before your scheduled departure date. If you book within 12 weeks of departure, the full price is due when you book. We will send you an invoice showing the amount and date due.

2.6 If we do not receive any Deposit or the balance in full and on time, we may treat your booking as cancelled by you, in which case the cancellation charges in clause 8 will apply as at the date we tell you that we are treating the booking as cancelled.

2.7 Payment must be made in pounds sterling using the payment methods and account details shown on our invoice. We will never tell you of a change to our bank details by email alone. If you receive a message asking you to pay to a different account, please telephone us on a number you know to be genuine before making any payment.

2.8 Passenger details. You must give us the full names of all party members exactly as they appear on their passports, together with dates of birth, nationalities, passport details and any other information we ask for, by the deadlines we tell you. We need this information to book flights, ferries, rail travel and accommodation. Some suppliers do not permit changes, or charge for them, once details have been submitted (see clause 7).

3. Accuracy

3.1 We endeavour to ensure that all the information and prices on our website, in our Tour Quotations and Tour Itineraries and in our other materials are accurate. However, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the arrangements you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges will apply. If a price on our Booking Confirmation, website or other materials is obviously incorrect, a booking made at that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

4. Insurance

4.1 Adequate travel insurance covering every party member is a condition of your contract with us. The Party Leader must be satisfied that the policy (for example the Organisation's or local authority's group travel policy) covers all party members, all activities shown in your Tour Itinerary, cancellation charges, curtailment, medical expenses and repatriation, personal belongings and any pre-existing medical conditions. 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. We may ask you for the name of your insurer, the policy number and the insurer's emergency contact number before departure.

5. Pricing and surcharges

5.1 The price of your package is shown per person in your Tour Quotation and is based on (a) the number of paying passengers and the number of free places for accompanying adults shown in your Tour Quotation, and (b) our costs, including exchange rates, transport costs and taxes and fees, at the date of your Tour Quotation. If the number of paying passengers changes, clause 7.4 applies.

5.2 We reserve the right to amend the price of unsold packages at any time and to correct errors in the prices of confirmed packages (see clause 3).

5.3 Once your booking is confirmed, we may increase the price of your package only to pass on increases which are a direct consequence of changes in:

(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

(b) the level of taxes or fees on the travel services included in your package imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and

(c) the exchange rates relevant to your package.

5.4 Any increase or decrease will be calculated as the difference between the cost to us of the item concerned (fuel or other power sources, taxes or fees, or currency) at the date of your Tour Quotation and its cost at the date we notify you, applied to the elements of your package that are affected and divided equally between the paying passengers on your booking. We will show you the calculation.

5.5 We will notify you of any increase clearly and in writing, with a justification and a calculation, at least 20 days before your departure date. No increase will be made within 20 days of departure.

5.6 If the increase exceeds 8% of the total price of your package (excluding any insurance premiums, amendment charges and additional services which do not form part of the package), you may choose to:

(a) accept and pay the increase;

(b) accept an alternative package if we are able to offer one (if this is of lower quality or cost, we will refund the difference in price); or

(c) cancel your booking and receive a full refund of all money paid to us for the package within 14 days, except for any insurance premiums (unless you can show that you are unable to transfer or reuse your policy) and any amendment charges.

You must tell us your choice within 7 days of the date of our notice. Clause 9.6 applies if we do not hear from you.

5.7 If the costs referred to in clause 5.3 decrease before your departure, you are entitled to a corresponding price reduction. We may deduct our administrative expenses of £25 per booking from any refund and will provide proof of those expenses if you ask. Please note that we buy many services in advance and not always in local currency, so some apparent changes in exchange rates have no effect on the price of your package.

6. The Party Leader, supervision and safety

6.1 We do not provide staff to accompany groups. The Organisation and the adults accompanying the party are responsible at all times for the supervision, safety, behaviour and welfare of the party, including acting in loco parentis for party members under 18.

6.2 In particular, the Party Leader must ensure that:

(a) the number of accompanying adults, and the ratio of adults to pupils, is appropriate to the age and needs of the party and complies with the Organisation's own policies and any guidance that applies to it;

(b) the party arrives at every departure point at the time we tell you;

(c) party members comply with these Booking Conditions, with the conditions of carriage of any transport provider, with the rules of accommodation and venues, and with all local laws, including those on alcohol, smoking, vaping and drugs, and that no party member under 18 consumes alcohol;

(d) every party member holds the correct passport, visa, travel authorisation and other documents (see clause 21);

(e) party members take reasonable care for their own safety and the safety of others, including when out during the hours of darkness, and do not go out alone;

(f) seat belts are worn on coaches and minibuses where they are fitted; and

(g) any accident, illness, safeguarding concern or other incident is reported to us and to the relevant supplier immediately.

6.3 The Organisation is responsible for carrying out its own risk assessment for the trip. We provide risk assessment information, safety audits and other resources to help you, but these do not replace the Organisation's own assessment or its duties to its pupils and staff.

6.4 Some accommodation providers require a refundable damage or security deposit on arrival. Where this applies we will tell you in advance. The deposit must be paid by the party and its return depends on the accommodation provider.

7. Changes by you and transfers of your booking

7.1 If you wish to change any part of your booking, the Party Leader must tell us in writing by email as soon as possible. The effective date of any change is the date we receive your written notification. Whilst we will do our best to make the requested changes, it may not always be possible to do so. Where we can make the requested changes, you will be required to pay an administration charge of £25 per person, per change, in addition to any further costs or charges we incur (whether from our suppliers or otherwise) in making the changes. These costs may increase the closer to the departure date that changes are made, so please contact us as soon as possible. Where we are unable to make a change and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and the cancellation charges in clause 8 will apply.

7.2 It may not be possible to change certain elements of your booking after they have been confirmed (for example flight tickets, rail tickets and pre-booked entrance tickets) and an alteration could incur a cancellation charge of up to 100% for that element of your booking.

7.3 Name changes. Where a change involves changing the name of a passenger on a flight, ferry, rail or other ticket, we will pass on the name change fee charged by the airline or other supplier, in addition to our administration charge. Many airlines do not permit name changes after tickets have been issued, in which case the only option may be to buy a new ticket at the full fare then available.

7.4 Reductions in numbers. Our prices are based on the number of paying passengers and free places shown in your Tour Quotation. If the number of paying passengers on your booking falls for any reason:

(a) the cancellation charges in clause 8 will apply to each person who cancels;

(b) we will recalculate the price per person for the remaining party on the same basis as your Tour Quotation (including the pricing bands for different group sizes where these are shown), which may increase the price per remaining person;

(c) if the number of paying passengers falls below the number needed to qualify for a free place or other concession for accompanying adults (for example one free adult place for every ten paying passengers, or such other ratio as is shown in your Tour Quotation), the number of free places or concessions will be reduced accordingly and the price adjusted; and

(d) we will send you a revised Booking Confirmation and any additional amount will be payable by the date shown on it.

7.5 If you wish to add party members after booking, we will try to accommodate them subject to availability. Additional places are charged at the price applying at the time of the request, which may be higher than the original price (for example where new flight seats have to be bought), plus any additional costs we incur.

7.6 Transfer of your booking to another person. If any party member is prevented from travelling, that person may transfer their place to someone else, subject to the following conditions:

(a) the new person is introduced by you and satisfies all the conditions applicable to the package;

(b) we are notified in writing not less than 7 days before departure;

(c) you pay any outstanding balance, an amendment fee of £25 per person transferring, and any additional fees, charges or other costs arising from the transfer (including any name change fees under clause 7.3). We will tell you what these costs are and provide proof of them if you ask. They will not be unreasonable and will not exceed the costs we incur; and

(d) the new person agrees to these Booking Conditions and all other terms of the contract between us.

You and the new person remain jointly and severally liable for payment of all sums due. If you are unable to find a replacement, the cancellation charges in clause 8 will apply to the person who cannot travel. No refunds will be given for party members who do not travel or for unused services.

8. If you cancel your booking before departure

8.1 If you wish to cancel your booking, or the place of any party member, the Party Leader must tell us in writing by email as soon as possible. The effective date of cancellation is the date we receive your written notification.

8.2 Because we incur costs in cancelling your arrangements, the following cancellation charges apply for each person who cancels. They are a percentage of the total price of the package per person, excluding any insurance premiums and amendment charges, and are payable in addition to any amounts already due. Where the Deposits paid or due for that person are greater than the percentage shown, the Deposits are retained instead.

Period before departure in which we receive your written cancellation	Cancellation charge per person cancelling
More than 70 days	Loss of Deposits (the Confirmation Deposit and, where it has fallen due, the Second Deposit)
Between 35 and 70 days	60% of the package price (or the Deposits, if greater)
Between 15 and 34 days	75% of the package price (or the Deposits, if greater)
Between 1 and 14 days	90% of the package price
On the day of departure or later	100% of the package price

8.3 Our cancellation charges reflect the time of cancellation before departure and the cost savings and income from alternative use of the travel services that we can reasonably expect to achieve. We will provide a justification of the amount of any cancellation charge if you ask for one.

8.4 Where the cancellation of one or more party members reduces the number of paying passengers, clause 7.4 also applies to the remaining party (the price per person may increase and free places may be reduced).

8.5 Certain arrangements (for example flight tickets once issued and pre-booked entrance tickets) cannot be cancelled without a charge of up to 100% of their cost. Where the supplier's charge for such an element is greater than the percentage shown above, we will charge that greater amount for that element, but you will never be charged more than the total price of the package.

8.6 Insurance premiums and amendment charges are not refundable in any circumstances. Depending on the reason for cancellation, you may be able to recover cancellation charges under your travel insurance policy.

8.7 Your right to cancel because of unavoidable and extraordinary circumstances at your destination. Under regulation 12(7) of the PTRs, you have the right to cancel your booking before departure without paying a cancellation charge if unavoidable and extraordinary circumstances are occurring at the place of destination or its immediate vicinity which significantly affect the performance of your package, or the carriage of passengers to the destination. If this right applies we will refund all payments made for the package within 14 days, but we will not pay any additional compensation.

8.8 For the purposes of clause 8.7, "unavoidable and extraordinary circumstances" means a situation beyond our control the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of serious disease at the destination, and natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination.

8.9 Whether this right applies is judged objectively, on the circumstances existing at the destination on the date we receive your written cancellation and on whether, judged at that date, they were likely to significantly affect your package on its planned dates. It is not judged with hindsight. It is for you to show that this test is met, so when you cancel please tell us the circumstances you are relying on and give us any evidence you have. We will tell you within 14 days whether we agree that this right applies. The following will not, on their own, give you this right:

(a) concerns or fears about travelling, or a decision by the Organisation, its governors, its insurers or a local authority not to proceed with the trip, where no such circumstances exist at the destination;

(b) circumstances at your home or departure point rather than at the destination (for example school closures, staffing or exam timetable difficulties, or transport strikes in the United Kingdom);

(c) circumstances which already existed or were foreseeable when you booked and which have not changed significantly since; or

(d) circumstances which do not significantly affect the performance of your package or your carriage to the destination, for example where they affect a different part of the country or region from the places you are visiting, or where we can still perform your package as agreed or with only minor changes (see clause 9.2).

Official travel advice from the Foreign, Commonwealth and Development Office against all travel, or all but essential travel, to your destination which is current at the date of cancellation will normally be strong evidence that this right applies, although it is not a precondition. If you cancel for any other reason, the cancellation charges in clause 8.2 apply. If you are unsure whether this right applies, please contact us before cancelling and we will tell you our view promptly.

8.10 There is no automatic statutory right to cancel a package travel contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Your rights to cancel are as set out in this clause 8.

9. If we change or cancel your package

9.1 We plan your package many months in advance and occasionally we have to make changes to, or cancel, confirmed arrangements. We reserve the right to do so at any time, subject to this clause 9.

9.2 Minor changes. If we make a minor change to your package, we will tell you in writing as soon as reasonably possible before your departure, but we will have no other liability to you. Examples of minor changes include:

(a) a change to the time of your outward or return flight or other transport of less than 12 hours;

(b) a change of aircraft type or of carrier;

(c) a change of accommodation to another of the same or a higher standard in the same area; and

(d) a change to the order or timing of the visits or excursions in your Tour Itinerary, provided the main visits remain included.

9.3 Significant changes. Occasionally we may have to make a significant change to your confirmed arrangements. Whether a change is significant depends on the details of your booking, but the following, when made before departure, will normally be significant changes:

(a) a change of accommodation area for the whole or a significant part of your time away;

(b) a change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away;

(c) a change to your outward departure time, or to the overall length of your arrangements, of more than 12 hours, or a shorter change which significantly reduces the time you spend at your destination in relation to the length of your trip;

(d) a change of UK departure airport, except between the London airports of Gatwick, Heathrow, Luton, Stansted, London City and Southend;

(e) a significant change to your Tour Itinerary, including the omission of a main visit shown in it; and

(f) an increase in the price of your package of more than 8% (see clause 5).

9.4 Cancellation by us. We will not cancel your package after the date on which your balance is due (see clause 2.5), except:

(a) where we are prevented from performing the contract because of Events Beyond Our Control (see clause 11), in which case we will tell you without undue delay;

(b) where you fail to pay any Deposit or the balance on time (see clause 2.6); or

(c) where your Tour Quotation states a minimum number of paying passengers for your package and that number has not been reached, in which case we will tell you no later than 20 days before departure for trips lasting more than 6 days, 7 days before departure for trips lasting between 2 and 6 days, and 48 hours before departure for trips lasting less than 2 days.

9.5 If we have to make a significant change or cancel your package, 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:

(a) for significant changes, accepting the changed arrangements;

(b) accepting an alternative package of equivalent or higher quality if we are able to offer one (if the alternative is of lower quality or cost, we will refund the difference in price); or

(c) cancelling your booking and receiving a full refund of all money paid to us for the package, which we will pay within 14 days of the cancellation.

9.6 You must tell us your choice within 7 days of the date of our notice. If we do not hear from you within 7 days, we will contact you again to ask for your decision and to remind you of the consequences of not responding. If you do not respond to our second notice, we will assume that you have chosen to accept the change or alternative arrangements or, if we are unable to proceed on that basis, we may cancel your booking and refund all money paid to us for the package within 14 days.

9.7 If we cancel your package or make a significant change and you accept a refund, we will also refund your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

9.8 Compensation. In addition to a full refund of all money paid by you, we will pay the compensation shown in the table below, per person, where we make a significant change which you do not accept and you cancel your booking as a result, or where we cancel your package and no alternative arrangements are available or we do not offer one:

Period before departure in which we notify you	Compensation per person
More than 70 days	£0
Between 35 and 70 days	£4
Between 15 and 34 days	£6
Less than 15 days	£8

Compensation is not payable where the change or cancellation is due to Events Beyond Our Control, where we cancel because a minimum number of paying passengers stated in your Tour Quotation has not been reached (clause 9.4(c)), where we cancel because you have not paid on time, or for minor changes. The compensation we offer does not exclude you from claiming more if you are entitled to do so.

10. Cutting your package short

10.1 If you or any party member is forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your package 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 any refund for that part of your package not completed, and we will not be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly to your insurer.

11. Events beyond our control

11.1 Except where otherwise expressly stated in these Booking Conditions, we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond Our Control". For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our

control, or the control of the supplier concerned, the consequences of which could not have been avoided even if all reasonable measures had been taken (the PTRs call these "unavoidable and extraordinary circumstances"). Examples include warfare and acts of terrorism (whether actual or threatened), civil unrest, riot or strife, significant risks to human health such as the outbreak of serious disease at the travel destination, epidemics and pandemics and government measures to combat them, the act of any government or other national or local authority, the act of any airport, port, rail or river authority, unforeseeable technical problems with transport, airport, port, rail or airspace closure, restriction or congestion, flight or other travel restrictions imposed by any government, regulatory authority or other third party, industrial dispute, sanctions, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, changes in law or government policy affecting travel, and all similar events outside our control or the control of the supplier concerned.

12. Our responsibilities

12.1 We accept responsibility as an "organiser" under the PTRs for the travel services we agree to provide or arrange for you. This means that we are responsible for the proper performance of the travel services specifically included in your package as set out in your Tour Documents, whether those services are performed by us or by our suppliers. We are not responsible for any additional services which are not set out in your Tour Documents, whether they are provided by our suppliers or by anyone else.

12.2 We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

12.3 We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

(a) the acts and/or omissions of the person affected or of another party member;

(b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for, which were unforeseeable or unavoidable; or

(c) Events Beyond Our Control (see clause 11).

12.4 The services we provide are performed in many different countries. Our contract with you, and the laws and applicable standards of the country in which your claim or complaint arose, will be used as the basis for reviewing it. If the travel services which gave rise to your claim were provided in compliance with the applicable local laws and standards, they will be treated as having been properly provided, even if they did not comply with the laws and standards of the United Kingdom.

12.5 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: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total, because you are required to have adequate insurance in place to cover any losses of this kind;

(b) claims not falling under (a) above and which do not involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times 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 have not received any benefit at all from your booking;

(c) claims in respect of international travel by air, sea or rail (including Eurostar), 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 international conventions, which include the Montreal Convention (international travel by air), the Athens Convention (travel by sea, including ferries), the Convention concerning International Carriage by Rail (COTIF) (travel by rail) and the Paris Convention (hotel arrangements). You can ask us for copies of these conventions. In addition, you agree that the operating carrier's or transport company's own conditions of carriage will apply to you on that journey. When arranging transport for you, we rely on the terms and conditions contained in 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 are deemed to be included by reference in this contract;

(ii) in any circumstances in which a carrier is liable to you by virtue of Regulation (EC) No 261/2004 as it applies in UK law (denied boarding, cancellation and delay), 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 that Regulation as if (for this purpose only) we were a carrier; and

(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.

12.6 Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange the services set out in your Tour Documents, and we do not remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package, you may be entitled to an appropriate price reduction or compensation or both. You must tell us without undue delay of any failure to perform, or improper performance of, the travel services included in your package (see clauses 13 and 18). The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors, including whether you followed the complaints procedure in these Booking Conditions and the extent to which our, our employees' or our suppliers' negligence affected the overall enjoyment of your package. It is your responsibility to show that we or our suppliers have been negligent if you wish to make a claim against us.

12.7 It is a condition of our acceptance of liability under this clause that you notify any claim to us and to our supplier(s) strictly in accordance with the complaints procedure set out in clause 18.

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

12.9 We cannot accept any liability for any damage, loss, expense or other sum(s) of any description:

(a) which, on the basis of the information given to us by you concerning your booking before we accepted it, we could not have foreseen you would suffer or incur if we breached our contract with you;

(b) which relates to any business; or

(c) which is indirect or consequential loss of any kind.

12.10 We will not accept responsibility for services or facilities which do not form part of our contract with you or which are not set out in your Tour Documents, for example any excursion or activity you book while you are away (see clause 20), or any service or facility which your accommodation or any other supplier agrees to provide for you.

13. If there is a problem during your trip

13.1 If any of the travel services included in your package are not performed in accordance with your contract, the Party Leader must tell us without undue delay (see clause 18) so that we can remedy the problem within a reasonable period, unless that is impossible or would involve disproportionate costs taking into account the extent of the problem and the value of the travel services affected.

13.2 If we are unable to provide a significant proportion of the travel services as agreed, we will offer, at no extra cost to you, suitable alternative arrangements of, where possible, equivalent or higher quality for the continuation of your package. If the alternative arrangements are of a lower quality, we will grant you an appropriate price reduction. You may reject the alternative arrangements only if they are not comparable to what was agreed or the price reduction offered is inadequate. Where your package includes transport and we cannot make suitable alternative arrangements, or you reject them in accordance with this clause, we will also provide your return to your point of departure with equivalent transport without undue delay and at no extra cost to you.

13.3 Where it is impossible for us to ensure your return to your point of departure as agreed because of unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of an equivalent category, for a period not exceeding three nights per person (or such longer period as applies under the passenger rights legislation for the means of transport concerned). This three-night limit does not apply to persons with reduced mobility and anyone accompanying them, pregnant women, unaccompanied minors, or persons in need of specific medical assistance, provided we have been told of their particular needs at least 48 hours before the start of the package.

14. Prompt assistance

14.1 If, while you are away, any party member is in difficulty for any reason, we will give appropriate assistance without undue delay. In particular, we will provide appropriate information on health services, local authorities and consular assistance, and help you to make distance communications and to find alternative travel arrangements. Our emergency contact details are shown on your Tour Itinerary.

14.2 Where the difficulty is not owing to any failure by us, our employees or our suppliers, we will not be liable for the cost of any alternative travel arrangements or other assistance you require. A supplier,

airline or other transport provider may, however, pay for or provide refreshments and/or appropriate accommodation, and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in those circumstances if you fail to obtain our prior authorisation before making your own travel arrangements. If the difficulty is caused intentionally by you or a party member, or through your or their negligence, we may charge a reasonable fee for our assistance, which will not exceed the actual costs we incur.

15. Financial protection for your package

15.1 We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence (ATOL number 6870) issued by the Civil Aviation Authority, Aviation House, Beehive Ring Road, Crawley, West Sussex RH6 0YR (telephone 0333 103 6350, website www.atol.org).

15.2 Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package 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.

15.3 The price of our flight-inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all packages or travel services offered and sold by us will be protected by the ATOL scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

15.4 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 the 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).

15.5 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.

15.6 For packages which do not include a flight, we provide financial security by way of a bond held by ABTA Ltd, 30 Park Street, London SE1 9EQ (website www.abta.com). You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where a travel service provider provides the services you have bought, you will pay any outstanding sum under your contract with us to that travel service provider. However, you

also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's scheme of financial protection (or your payment card issuer where applicable) for a refund of the money you have paid.

15.7 If you book arrangements other than a package from us, your money will not be financially protected. Please ask us for further details.

16. Special requests

16.1 Any special requests (for example diet, room location or a particular facility at accommodation) must be advised to us at the time of booking and confirmed in writing. Whilst every effort will be made to arrange any reasonable special request, we cannot guarantee that it will be fulfilled, and any failure to arrange a special request on our part will not be a breach of our contract with you. The fact that a special request has been noted on your Booking Confirmation or any other document, or passed on to the supplier, is not confirmation that the request will be met. We reserve the right to decline any booking that is conditional upon a special request being met. Where we expressly confirm in writing that a special request will be met, it becomes part of your contract.

17. Disabilities, medical conditions and additional needs

17.1 We are not a specialist disabled travel company, but we will do our utmost to cater for any additional needs. If any party member has a medical condition, disability, reduced mobility, special educational need or other requirement which may affect the arrangements you have chosen, the Party Leader must give us full details at the time of booking and before we issue our Booking Confirmation, so that we can advise on the suitability or otherwise of the arrangements and on any reasonable adjustments we can make. We may ask for further information, including confirmation from a doctor that the person is fit to take part. Acting reasonably, if we are unable to properly accommodate the needs of the person concerned, we will not confirm the booking for that person, or, if you did not give us full details at the time of booking, we will cancel that person's place and apply the cancellation charges in clause 8 when we become aware of these details.

17.2 The Party Leader must also tell us promptly of any relevant change that occurs after booking and before departure, and must tell us at least 48 hours before departure of any party member who needs specific medical assistance or has reduced mobility, so that they receive the additional protection described in clause 13.3.

18. Complaints

18.1 We make every effort to ensure that your arrangements run smoothly. If you have a problem during your trip, the Party Leader must tell the supplier concerned (for example the accommodation manager or coach company) and us immediately, using the emergency contact details on your Tour Itinerary, so that we can put things right. Our office contact details are at the end of these Booking Conditions.

18.2 If the problem cannot be resolved during the trip and you wish to complain further, you must send us written notice of your complaint to info@adaptabletravel.co.uk within 28 days of your return, giving your booking reference and all other relevant information. Please keep your complaint concise and to

the point. This will help us to identify your concerns quickly and to respond to you. If you fail to follow the requirement to report a problem during the trip, we will have been deprived of the opportunity to investigate and put it right, and this may affect your rights under this contract.

18.3 We will acknowledge your written complaint and aim to give you a full response within 28 days of receiving it. If we cannot resolve your complaint, you can use the alternative dispute resolution (ADR) scheme provided through our membership of ABTA (see clause 26). You can find out more and register a complaint at www.abta.com. Nothing in these Booking Conditions prevents you from taking court proceedings instead.

19. Behaviour

19.1 All party members are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment or safety of others. If, in our reasonable opinion or in the reasonable opinion of any accommodation manager, carrier or other person in authority, the behaviour of any party member is causing or is likely to cause distress, danger or annoyance to any other customer or third party, or damage to property, or to cause a delay or diversion to transport, we reserve the right to terminate the booking of the person(s) concerned (or, where the conduct of the party as a whole makes it necessary, the whole booking) with immediate effect. In that event our liability to the person(s) concerned will cease and they will be required to leave the accommodation or other arrangements immediately. We will have no further obligations to them, no refunds will be made for lost accommodation or any other arrangements, and we will not pay any expenses or costs incurred as a result of the termination, including the cost of return travel, which will be the responsibility of the Organisation.

19.2 The Organisation and the party members concerned will be jointly and individually liable for any loss or damage caused by any party member, including the cost of cleaning, repairing or replacing property and compensating any passenger, crew, staff or third party affected. Full payment for any such loss or damage must be made directly to the accommodation manager or other supplier before departure from the accommodation or service concerned. If payment is not made, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result, together with all costs we incur in pursuing any claim against you.

19.3 We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

20. Excursions and activities booked in destination

20.1 Excursions, activities or other services that you may choose to book or pay for while you are away do not form part of your contracted arrangements with us. For any such excursion, activity or service, your contract will be with its operator and not with us. We are not responsible or liable for the provision of any such excursion, activity or service or for anything that happens during the course of its provision by the operator.

21. Passports, visas, entry requirements and health

21.1 We can only provide general information about passport, visa, immigration, entry, safety and health requirements. It is your responsibility to check and comply with the requirements that apply to every party member (including accompanying adults) for your destination and for any country you travel through, in good time before departure, and to make sure that everyone holds the documents they need. Requirements can differ for party members who are not British citizens, and they change from time to time, so please check again close to departure.

21.2 Things you need to check include:

(a) passport validity rules. For example, to enter the Schengen area a passport must have been issued less than 10 years before the date of entry and must be valid for at least 3 months after the date you plan to leave the Schengen area, and many other countries require at least 6 months' validity;

(b) visas and travel authorisations, for example ESTA for travel to the USA, and the EU's ETIAS travel authorisation once it comes into operation;

(c) border registration requirements, for example the EU Entry/Exit System (EES), under which UK passport holders entering the Schengen area are registered with a photograph and fingerprints (children under 12 are not fingerprinted). This can add time at the border;

(d) any requirements specific to party members who are not British citizens, including any visa exemptions or lists that a destination country offers for organised school groups and the conditions attached to them; and

(e) health requirements and recommendations, including vaccinations.

21.3 Useful sources of information include:

(a) the Foreign, Commonwealth and Development Office travel advice (https://www.gov.uk/foreign-travel-advice) and its Travel Aware campaign (https://travelaware.campaign.gov.uk);

(b) HM Passport Office (https://www.gov.uk/browse/abroad/passports; passport adviceline 0300 222 0000);

(c) the UK Government guidance on the EU Entry/Exit System (https://www.gov.uk/guidance/eu-entryexit-system);

(d) the embassy, high commission or consulate of the country you are visiting;

(e) TravelHealthPro, the UK National Travel Health Network and Centre (https://travelhealthpro.org.uk), and your own doctor; and

(f) the NHS, for the UK Global Health Insurance Card (UK GHIC) (https://www.nhs.uk/using-the-nhs/healthcare-abroad/apply-for-a-free-uk-global-health-insurance-card-ghic/).

21.4 UK residents travelling in Europe should carry a UK GHIC (or a European Health Insurance Card that is still valid). The countries in which the UK GHIC can be used, and who can use it, are set out on the NHS website and can change, so please check before you travel. A UK GHIC or EHIC is not a substitute for travel insurance (see clause 4).

21.5 We do not accept any responsibility if any party member cannot travel, or incurs any other loss, because they have not complied with any passport, visa, immigration or entry requirement or health formality. You agree to reimburse us for any fines or other losses which we incur as a result of any party member's failure to comply with any such requirement.

22. Flights, delays and other transport

22.1 If any party member misses a flight or other transport arrangement, or it is cancelled or delayed by more than 3 hours for any reason, the Party Leader must contact us and the airline or other transport supplier concerned immediately.

22.2 Under UK 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 are publicised at UK airports and are available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at https://www.caa.co.uk/air-passengers/. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your package price from us. If, for any reason, you do not claim against the airline and instead make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay to, or cancellation of, your flight does not automatically entitle you to cancel any other arrangements, even where those arrangements have been made in conjunction with your flight.

22.3 We cannot accept liability for any delay which is due to any of the reasons set out in clause 11 (which includes the behaviour of any passenger on any flight who, for example, fails to check in or board on time).

22.4 The carriers, flight timings and types of aircraft shown on our website, in your Tour Quotation and on your Booking Confirmation are for guidance only and are subject to alteration and confirmation. We will tell you the identity of the actual operating carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your travel documents, which will be sent to you approximately two weeks before departure. You should check your travel documents very carefully as soon as you receive them to make sure you have the correct flight times. If flight times change after your travel documents have been sent, we will contact you as soon as we can to let you know.

22.5 Please note the existence of the UK Air Safety List, published by the Department for Transport at https://www.gov.uk/guidance/uk-air-safety-list, which details air carriers that are subject to an operating ban within the United Kingdom.

22.6 Our website and Tour Documents are our responsibility as your tour operator. They are not issued on behalf of, and do not commit, any airline or other carrier whose services are used in the course of your travel arrangements.

23. Advance passenger information

23.1 Many governments require air, sea and rail carriers to provide personal information about all travellers to the authorities before departure. This data is collected either at check-in or, in some cases, when or

after you make your booking. Accordingly, you are advised to allow extra time to check in. Where we collect this data, we will treat it in accordance with our Privacy Policy.

24. Data protection

24.1 We process the personal data of party members (including, where you give it to us, information about medical conditions, dietary requirements, disabilities and special educational needs) in order to arrange and operate your trip and to keep party members safe. We do this in accordance with UK data protection law, including the UK GDPR and the Data Protection Act 2018. Our Privacy Policy (https://www.adaptabletravel.co.uk/privacy-policy) explains what we collect, how we use it, who we share it with (for example airlines, accommodation providers and border authorities where required) and the rights of the individuals concerned.

24.2 The Organisation is responsible for making sure that it is entitled to share party members' personal data with us, that party members (and, for those under 18, their parents or guardians) have been given the information in our Privacy Policy, and that, where medical or other sensitive information is provided, the explicit consent of the party member or their parent or guardian (or another lawful basis) has been obtained for it to be shared with us and with the suppliers who need it to look after the party.

25. Law and jurisdiction

25.1 These Booking Conditions and any agreement to which they apply are governed 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. If the Organisation is based in Scotland or Northern Ireland, or you live there, you may choose the law and the courts of Scotland or Northern Ireland instead.

26. ABTA

26.1 We are a Member of ABTA, membership number Y1241. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes, which is approved by the Chartered Trading Standards Institute. If we cannot resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found at www.abta.com.

Our contact details

Adaptable Travel Ltd

53 Barclay Road, Bearwood, Smethwick B67 5JY

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Email: info@adaptabletravel.co.uk

Website: www.adaptabletravel.co.uk

Company number 02913036 (England and Wales). ABTA member Y1241. ATOL 6870.

Effective 1 October 2026.