

ECE Travel LTD

Standard Terms and Conditions

The following booking conditions, together with the information set out on the relevant programme itinerary from ECE will form the contract between your organisation and ECE for your programme with us.

In this contract a reference to "you" and "your" refers to the organisation on the confirmation invoice and all persons on whose behalf a booking is made.

We are ECE Travel LTD of Royal Parade Mews, Chislehurst, Kent, BR7 6TN

1. In this agreement:

"ECE"	means the ECE Travel LTD.
"Programme"	means a Tour organised by ECE Travel LTD.
"Programme Manager"	means the ECE representative that will accompany your Delegation throughout the duration of your Programme. The primary role of the Programme manager is to manage the logistics of the programme, liaise with all suppliers and provide basic information on the places in the itinerary. Please note the Programme Manger is not a professional tour guide, should you require a professional tour guide please state this at time of booking so the costs can be amended accordingly.
"Arrival Location"	means the place where you will meet your ECE Programme Manager.
"Departure Location"	means the place where you will leave your ECE Programme Manager.
"Start Date"	means the date on which you will begin your Programme.
"Delegation"	means the collective group on the Programme.
"Delegates"	means the group members on the Programme.
"Leader"	means your organisation representative(s) that will accompany your Delegation and has overall responsibility for your Delegation.

2. Programme Inclusions & Exclusions

1. The following items are key items that are included in the programme, albeit that the precise programme inclusions will vary subject to the specific itinerary:

1. Transportation from the Arrival Location
 2. Accommodation
 3. Meals
 4. Daily programme content
 5. Transportation
 6. Services of one or more Programme Managers
 7. Transportation to the Departure Location
2. The following items are not included in the programme itinerary:
1. Return flights to the arrival / from the Departure Location
 2. All costs incurred before you reach the Arrival Location of the Programme and after you return from the Departure Location
 3. Travel insurance or any other personal insurances
 4. Passport and visa costs;
 5. Vaccinations and medication, before, during and after the Programme
 6. Additional food and drink over and above that shown in the programme

3. **Confirming your Booking**

3. To confirm your booking we require written confirmation of your acceptance of the relevant programme itinerary, along with a deposit payment equal to 25% of the total programme price
4. The contract between us comes into existence once ECE receive both the written confirmation and the deposit payment.
5. 50% of the outstanding balance is payable 120 days prior to arrival, with the outstanding balance payable 60 days prior to arrival.
6. Where the booking is made within 60 days of arrival, the full programme price will be required in order to confirm the booking.
7. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to ECE.

4. **Payment**

8. You can pay by bank transfer, credit or debit card details.
9. Full bank details will be provided on the deposit invoice for electronic payment transfer.
10. For payment by credit card there is an administration charge of 2% of the transaction amount. All card details are destroyed once the transaction has been processed.
11. The last date for payment of the balance of the cost of your Programme will be due to us no later than 60 days prior to arrival. We will advise you of the final balance payment date once your booking has been confirmed.
12. If the final balance payment is not received by ECE at least 60 days prior to arrival

then ECE reserve the right to cancel your booking.

Should this happen then an additional cancellation charges may also be due in accordance with the ECE standard cancellation charges in 5.16 below.

Similarly, should you fail to pay within accordance of the payment schedule as agreed then ECE shall be entitled to charge you the customer appropriate interest.

5. **Changes and cancellations by you**

13. We will try to accommodate any necessary amendments to your booking post confirmation if they arise. ECE cannot guarantee that any such amendments can be incorporated into your programme and where any supplementary costs are necessary, you must agree to pay these supplementary charges upon receipt of the appropriate invoice from ECE.
14. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.
15. If you cancel your booking, your deposit payment and any additional payments made to ECE thereafter will be forfeited.
16. ECE standard cancellation charges apply as follows ...

More than 120 days prior to arrival = 25% of the total Programme cost for the group
Between 119 to 61 days prior to arrival = 62.5% of the total Programme cost
Between 60 – 31 days prior to arrival = 90% of the total Programme cost
Less than 30 days prior to arrival = 100% of the total Programme cost
17. If circumstances force you to leave the programme early, you will have to bear any additional costs yourself.

6. **Changes and cancellations by ECE**

18. Unexpected circumstances may require alteration of the programme content as detailed in the confirmed programme. This will only be undertaken where absolutely necessary.
19. All attractions are subject to re-confirmation in case of short notice closures or opening time alterations beyond our control.
20. Any changes to the confirmed programme will be advised to you at the earliest opportunity.
21. If such problems occur during a programme, ECE will make alternative arrangements so as to comply as closely as possible with the description of the Programme in our agreed itinerary.
22. We are not liable to you in any circumstances for loss or damage or loss of your Programme when:
 1. In circumstances identified as 'Force Majeure'.
 2. Unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or

3. The change is not significant.

We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.

You agree that all these provisions are reasonable.

7. **Travel Insurance**

23. ECE strongly recommend that you and your Delegation take out appropriate travel insurance. ECE cannot comment on whether any such cover you have purchased is adequate for your possible needs.

8. **Passport, Visa and Health Requirements**

Please note carefully:

24. It is your responsibility to ensure your Delegation has the appropriate Passport, Visa and Health requirements to complete the programme.
25. Remember to apply for any necessary visas in good time
26. If you need professional medical care assistance whilst on a programme, we will try to obtain it as quickly as possible.
27. You agree to repay to us all costs ECE incur for logistical assistance, including payment for any transport and telephone calls. We will give you a receipt on your return, for you to pass to your travel insurers.

9. **Programme Information**

Approximately two weeks before the Start Date, we shall send you a pack of information relating to your travel programme. This information will include:

28. Arrival Location details and the name and contact telephone number for your Programme Manager
29. A detailed daily breakdown of your programme itinerary
30. Information on the ECE support, and information on the incident and emergency procedures, including out of the office hours contacts

10. **Accommodation**

We will arrange suitable accommodation in the locations we visit, dependent on your brief, budget and specific requirements.

31. We reserve the right to change accommodation to that stated in the programme, subject to operational requirements.

32. Single occupancy rooms are normally available at an extra cost.

11. **Changes of Itinerary**

33. Despite careful planning, it is possible that a site or venue may become inaccessible due to matters outside our control.
34. ECE may therefore decide to make changes to the itinerary to accommodate any such possibilities. We will advise you of any such change as soon as possible.

12. **Limitations on our liability**

We want you to enjoy a perfect Programme with ECE. We shall do our best to make your Programme special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

35. Any event which happens before you board our transport at the Arrival Location or after you leave our transport at Departure Location.
36. Any problem arising from your failure to reach the Arrival Location on time, for whatever reason; (though we would do our best to help you in any way we reasonably could).
37. Any aspect of goods or services you buy or accept other than those arranged by us.
38. Medical problems or physical difficulties, even if you have told us about them in advance.
39. Medical emergencies.
40. Your own carelessness or negligence in any aspect of your behaviour whilst with us.
41. Changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a programme.
42. Problems or issues which we could have resolved whilst on a Programme but which you raise only after your return.
43. Injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
 13. The act or omission of you or anyone in your Delegation;
 14. The act or omission of a third party not connected with the provision of your holiday.
44. Services we have not provided. If you choose to buy other goods or services during your programme, those are not part of the package ECE provide, even if arranged at your request through our Programme Manager. Accordingly we are not liable to you for any eventuality in connection with that service or those goods.

13. **Local standards**

45. Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. ECE are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
46. ECE does not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean ECE or the service supplier has not exercised reasonable skill and care.
47. Please also note that ECE will only be responsible for what our 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 we had asked them to do (for agents and suppliers).

14. **Flight and other transport delays: limit of our liability**

48. There is no guarantee that flights, trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation.
49. Where any delay in returning home lasts for longer than 24 hours, the airline should continue to meet your accommodation and reasonable meal expenses. This will be the case where the airline is an EU carrier or was due to depart from an EU airport. They may, however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered

15. **Outline of Your and ECE responsibilities**

50. Please be aware that the supervision, discipline, timing and behaviour of your Delegation is a matter for your leader(s) control and that at no time will the ECE Programme Manager or any other employee of our company be responsible for these matters. The leader(s), teacher(s) or other adults accompanying your Delegation agree to act in 'loco parentis' at all times.
51. Please be aware that the safety of your Delegation is the responsibility of your leader(s), the ECE Programme Manager will of course help the leader(s) to ensure the safety of the Delegation.
52. Medical emergencies, incidents and injuries are the responsibility of your Delegation leader(s). Our Programme Manager and Office support system will provide support to the leader(s) during incidents and assist in finding local doctors, hospitals for injured and sick Delegates and will secure transportation for Delegates and a leader as appropriate.
53. Please be aware that the communication with parents, carers or other 3rd parties is the responsibility of your leader(s) and or your organization.
54. No Delegation member under the age of 18, or under the legal age in the destination, or origin country, shall consume alcoholic drinks at any stage of the Programme.
55. ECE or any other third party, reserve the right to be reimbursed in full for any damages that have occurred to equipment, buildings, furnishings or belongings caused by a member of your Delegation.
56. Your Delegation has responsibility for taking appropriate measures for the protection and security of valuables or other personal possessions.
57. At the time of booking, it is your responsibility for making ECE aware of any special

- needs or care requirements required by any member of the Delegation.
58. Parental consent – It is your responsibility to obtain a signature from the parent or guardian of each junior student authorising their attendance on the Programme. ECE receives all bookings from the agency in good faith. By signing up for the Programme the parents/guardians are automatically granting permission for the student to attend all activities as outlined in the itinerary. Unless notified prior to arrival.
 59. You and your leaders must be in possession of the names, date of birth, visa details (if applicable) and emergency contact details of parent/guardian or contact for all group leaders and traveling Delegates. You must include temporary contact details if they will be away during the Programme. This information will be made available to ECE staff if required. As a minimum, ECE require 14 days prior to arrival names and dates of birth of all Delegates traveling and as above any dietary/special requirements. ECE should be provided with a 24 hour 7 day a week contact in the country of origin for emergency purposes, consisting of 2 names with mobile, work, home number and email address where applicable.

24 Hour 7 Day - Emergency Contact Details in Origin Country – Contact 1

Name..... Tel.....
 Mobile.....
 Email.....

24 Hour 7 Day - Emergency Contact Details in Origin Country – Contact 2

Name..... Tel.....
 Mobile.....
 Email.....

60. ECE include (subject to quote) an ECE Programme Manager for logistical support of the Delegation, the details of whom will be provided in advance. The Programme Manager will handle all logistical arrangements for the Delegation during your stay. Our UK Office is in place for further operational support and the normal office hours are Mon-Fri 9am – 5.30pm. Outside of these hours a Duty Manager is in place for emergencies only. Details of which will be provided prior to travel.
61. If at any time, it is our opinion (given by any of our staff or Programme Managers) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Programme member, we may exclude you from the remainder of the Programme. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other people.

16. **Complaints**

We shall try our utmost to provide a happy and fulfilling programme, but if we fail in any way, do please raise any issue with your Programme Manager immediately. If your complaint cannot be satisfied or it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should provide ECE with full details in writing,

immediately. We cannot respond to verbal complaints.

17. Miscellaneous

- 62. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 63. For the purposes of the Data Protection Act 1998 you consent to the processing of this personal data (in manual, electronic or any other form) relevant to this agreement, by us and any third party whom we nominate. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 64. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 65. It is agreed that ECE are able to use photographic imagery of the Delegations for ECE marketing purposes unless otherwise advised.
- 66. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 67. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 68. ECE is not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 69. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the Customer, Agent agree that any dispute arising from it shall be litigated only in England and Wales.

Signing of the ECE Travel LTD Standard Terms and Conditions constitutes agreement and acceptance of all of the conditions contained herewith.

For ECE

Signed..... Date.....

For

Signed..... Date.....