

Booking Conditions for Short-Term Programmes with Flights

These booking conditions apply to short-term programmes organised by The Navigators UK Ltd that are deemed to constitute a package under the Package Travel Regulations (1992).

Please read the following booking conditions carefully, as they set out the terms and conditions of any contract between you and The Navigators UK Ltd ("We, us, and our").

1. AGREEMENT

The agreement is between The Navigators UK Ltd, registered charity no. 01099148, company limited by guarantee no. 04429021 and the Lead Named Person as shown on the Confirmation and Invoice. Note that the following booking conditions do not affect your statutory rights. The agreement will not exist between us until we issue a Confirmation and Invoice even though we may have taken and issued a receipt for payment.

2. OUR OBLIGATIONS

Receipt

We accept your booking and deposit payment information on the basis that you wish to take part in the short-term mission programme and that upon giving us this information, you are agreeing to pay for the short-term mission programme under the terms of this Agreement. We may not process your payment for some time or may encounter failure to collect the payment based upon information given, but this does not relieve you of liabilities under this Agreement to make payments.

Confirmation

Once your application has been successfully vetted and approved, we will reserve your flights, accommodation and place on the programme. We will then issue either by post or email to the Lead Named Person, our Confirmation and Invoice to confirm your arrangements. The Confirmation and Invoice will also show the total price for the programme, the deposit paid, the final balance and the due date, if any, by which payment must be received in our office.

Price for the programme

The price for the programme shown on your Confirmation and Invoice is fixed unless changes are made to your booking in any way or there are changes to Government imposed taxes or charges prior to completion of your trip. The prices shown on our website may change at any time.

Changes to your programme

It is extremely unlikely that any changes whatsoever will be made to your reservation, but any that do occur are likely to be minor. We will do our best to notify you of any changes as soon as we are aware either by email prior to your departure or to your local accommodation when you are taking part in the programme. Any changes due to weather or aircraft operational arrangements are considered to be minor changes.

A major change is defined as:

- a) A change in the departure airport
- b) A change in initial meeting time of more than 12 hours
- c) A change in destination place
- d) A change in your destination accommodation.

In the unlikely event that a major change should occur, it is our policy to offer you an alternative if possible and we will refund any appropriate cost saving.

We are unable to make any payment if changes are made as a result of force majeure. This includes but is not limited to acts of God, acts of threat of war; government action, strike, civil unrest, fire, failure of public utilities, medical emergency, natural, including weather threat or disaster, nuclear threat or disaster, terrorist threat or action, or airport closure. Force majeure also includes any recommendation by the foreign and commonwealth office travel advice unit. You are advised to check this information on the internet at <https://www.gov.uk/foreign-travel-advice>.

Cancellation by us

The Navigators UK Ltd reserve the right to cancel the short-term mission programme in any circumstances. If this happens we will endeavour to offer you an alternative programme if possible or will refund any money paid to us, unless the cancellation is due to force majeure as defined above.

Our liabilities to you

The Navigators UK Ltd accepts liability for acts and/or omissions of our employees, agents and suppliers while acting in the course of their service with us. We accept responsibility for deficiencies in the service we are contracted to supply except in the case of force majeure as defined above. Our liability will be limited to twice the cost of the programme.

We are not responsible for the death, injury or illness of anyone who booked with us unless when caused by negligent acts or omissions by employees or agents acting within the course of service with us. We will not be liable to anyone booked with us who suffers injury or illness arising from activities outside the scope of their programme arrangements.

3. YOUR OBLIGATIONS

Contract

Your place on the programme is confirmed when we issue your Confirmation and Invoice by email or post. On the receipt of your Confirmation and Invoice, please check it carefully, particularly with regard to spelling of names which must agree with those in your passport, as any errors may incur administration charges.

Amendments to your programme booking

We will consider any requests from the Lead Named Person to change your programme arrangements and will use our best efforts to assist you. We may need to make a charge for this and will advise you prior to accepting your instructions. In some circumstance, it may be necessary to treat the change as cancellation. We can only accept changes that are notified in writing by email or by post.

Cancellation by you

If you wish to cancel your part in the programme, the Lead Named Person must advise us in writing by email or by post. We will then calculate any refunds based on the charges incurred with each individual supplier and refund balances to you. Please note that many airlines do not allow changes or refunds and you may remain liable for the full cost of the flight.

Changes to your arrangements after departure

If you decide to change your trip arrangements whilst overseas you will be breaking this contract. All remaining accommodation will automatically be cancelled and we shall be unable to accept any liability for any loss, damage or other claim resulting from your trip.

Activities outside of the scope of the programme

You are responsible to fully understand the risks and care required for any activities that you engage in that are extra to or outside of the scope of this programme. Local knowledge and advice should be sought and followed.

Travel arrangements

You are responsible to make all travel arrangements and to meet all costs to get to the initial meeting point of the programme on time.

4. FLIGHTS

Your flight will be arranged through Key Travel and will be ATOL protected under air travel organiser's license number 3329. In the unlikely event of their insolvency, the Civil Aviation Authority will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

Flight times

Flight timings are provided by airlines and are subject to air traffic control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that flights will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations.

Airline check-in times

It is your responsibility to present yourself for check-in at the airlines check-in desk at least 2 hours prior to the scheduled departure of your aircraft.

Our liability to you

Our responsibility is to make arrangements for the provision by the air carrier of air transport but we do not have any responsibility for the operation of the air transport itself. Our liability to you is restricted only to events arising from our own negligence.

Denied boarding

Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations Act 2004, then you are obliged to claim appropriate sums pursuant to those regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of Denied Boarding Regulations.

5. PAYMENT

We will notify you of the payment schedule on your Confirmation and Invoice. Failure to ensure that we receive cleared payment on the due date may result in your place on the programme being cancelled. Payments may be made by:

- i. Cheque payable to The Navigators UK Ltd.
- ii. Bank transfer – bank details available from the Navigator office.

6. CONTACT ADDRESS

Please note that we shall address all correspondence to the Lead Named Person on the Confirmation and Invoice who is responsible for all payments and ensuring others named on the Confirmation and Invoice also accept the conditions. The Navigators UK Ltd will not make any cancellation or amendments or enter into correspondence regarding the reservation with any other party other than the Lead Named Person.

We cannot accept any responsibility for any matters arising from inaccuracies in or failure to advise us of changes to postal or email addresses.

7. PASSPORTS AND VISAS

It is your responsibility to ensure that you and all those travelling with you have a valid passport and any necessary visa and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. Please check the entry and immigration requirements of the countries you will be visiting if you are in doubt about your ability to comply with these requirements.

8. INSURANCE

Each participant must be covered by valid travel insurance. In some cases travel insurance is included in the price of your programme. If it is not explicitly included in the programme it is your responsibility to arrange suitable insurance. This must include provision for medical repatriation, trip cancellation and trip disruption (e.g. due to civil unrest or volcanic ash affecting air travel). You are responsible also for supplying accurate information as required by the insurer, and communicating details of your insurance arrangements to your team leader. Insurers who offer suitable insurance include Bluefin (<http://www.bluefingroup.co.uk>), Salt Insurance (<http://www.saltinsurance.com>) and Banner Insurance (<http://www.bannergroup.com>).

9. COMPLAINTS

Should you have cause for dissatisfaction with any of arrangements made by The Navigators UK Ltd on your behalf, you should immediately contact your team leader explaining your dissatisfaction and seeking resolution. Complaints can usually be resolved far more quickly and to your satisfaction in situ.

If after this you remain dissatisfied, please notify us in writing by email. We will then do our utmost to resolve the matter. Please note that we must be notified within 24 hours if we are to be able to resolve matters quickly and that without a written report there is nothing we can do either immediately or subsequently.

Should you continue to remain dissatisfied with our handling of the matter, please write to our office. We will

investigate further and reply fully within 28 days. If this is not possible, we will send you an interim letter advising of our progress.

10. SUPPLIERS' CONDITIONS

Our third parties have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where, relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

11. SPECIAL REQUESTS

If you have a special request for anything that is not automatically part of the arrangement booked, please advise us and we will pass this information on to the suppliers we work with. Our note of your request on your invoice/receipt confirms we have received it but does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try and help you, but we cannot guarantee any request unless it is noted on your invoice/receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special dietary requirements.

12. INFORMATION ACCURACY

Sometimes facilities we describe will be withdrawn for reasons such as maintenance, bad weather or lack of demand. If possible, we will tell you about withdrawal of any significant facility as soon as possible.

13. PERSONAL INFORMATION

We will provide your personal information, as well as any personal information you provide in relation to those other persons who form your booking party, to suppliers and carriers who might be located outside the UK and/ or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data will also be passed to relevant suppliers and carriers to enable provision of services to you. For more information on our handling of your personal data, please refer to our Privacy Policy, which can be found at the bottom of each page of our website at <https://navigators.co.uk/>

14. BEHAVIOUR

You must accept responsibility for the proper conduct of you and your party. In cases of damage of property or behaviour causing or likely to cause danger, persistently affecting the enjoyment of others, or likely to cause The Navigators UK Ltd to come into disrepute in the places you are visiting or travelling through, we reserve the right to terminate your place on the programme. If we do so, we shall have no further responsibility to you. Accommodation management, airline or airport personnel can also take such action. If you damage your accommodation or cause delay or diversion to your flight, you agree to indemnify us against any claim including costs made against us.

15. YOUR FINANCIAL PROTECTION

All bookings for programmes with The Navigators UK Ltd deemed to constitute a package under the Package Travel Regulations (1992) are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of The Navigators UK Ltd. In accordance with these regulations, The Navigators UK Ltd will hold all such monies paid to us in trust until such a time as the programme is complete.

16. LAW AND JURISDICTION

Your agreement will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland and Scotland (as appropriate), can deal with any disputes.

We reserve the right to alter these booking conditions and you should check our website at the time of booking.