Energy Travel Ltd- Booking Conditions 2027/2028 – October 2026

TERMS AND CONDITIONS YOUR CONTRACT WITH US

These Booking Conditions and our privacy policy, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Energy Travel Ltd trading as: Energy Travel ("we" or "us" or "our"). To confirm a booking, the party leader accepts the following terms and conditions on behalf of all party members and will be our sole point of correspondence and contact. Please read them carefully as they set out and explain the responsibilities and obligations undertaken by all parties when booking with us.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law in line with the Package Travel Regulations 1992 (updated 2018). 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 exclusively by the Courts of England and Wales only (if not referred to Arbitration under clause 1 0B below). You may, with our consent, choose the law and jurisdiction of Scotland or Northern Ireland if you permanently reside in those places and if you wish to do so. Please note, changes to these Booking Conditions will only be valid if expressly agreed by us in writing.

1. FINANCIAL SECURITY

We provide full financial protection for our package holidays. When you buy an ATOL protected air holiday package from us you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence (no 11952). In the unlikely event of our insolvency, the CAA 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 http://www.atol.org.uk

2. BOOKING AND PAYING FOR YOUR TOUR

A confirmed booking is made with us when you pay us a deposit in accordance with the time scales set out below and when we issue you with a booking confirmation. A binding contract will only come into existence once we have issued you with a booking confirmation that will confirm the details of your booking/contract and will be sent to you. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately as changes cannot be made later and in any event, we will not be responsible for any loss or agree any compensation if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

The balance of the cost of your arrangements (including any applicable surcharge) is due in accordance with the time scales set out below. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out below will become payable.

Where a provisional booking is made and a holding deposit is paid to us, the party leader accepts our booking terms and conditions subject to the conditions below and agrees to the deposit schedule below. Whilst we will endeavour not to change prices, supplier costs may change between provisional and your confirmed booking and within this period, we reserve the right to change the price by any amount at any time. Should the number of paying or requested free places fluctuate then we reserve the right to modify the tour price accordingly.

3.

If you do not want to accept the change, you can cancel subject to the terms and conditions contained herein.

For groups travelling:

Up and including February half term	1st and 2nd deposits must be paid in accordance with the deposit schedule below and in any event before the summer break in the year preceding travel
Up and including Easter break	1st and 2nd deposits must be paid in accordance with the deposit schedule below and in any event before the October break in the year preceding travel
Up to and including Summer break	1st and 2nd deposits must be paid in accordance with the deposit schedule below and in any event before the Christmas break in the year preceding travel
Up to and including October half term	1st and 2nd deposits must be paid in accordance with the deposit schedule below and in any event before the February half term in the year of travel

3. Payment Schedules

Non-refundable deposits as detailed in our quotation are required to confirm reservations (there may be one or multiple sets of deposits depending on the length of the tour). Deposit schedules must be respected.

- First deposits are payable at the time of booking
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- Final balance is due no less than 10 weeks before departure.

Full payment is required if the booking is 10 weeks or less before departure ("late bookings"). All bookings received within 20 weeks of departing must pay 1st and 2nd deposits together at the time of booking.

Any monies paid to a Party Leader in respect of your tour are held by the Party Leader on behalf of the party members until such times as we have dispatched written confirmation of your booking, after which all monies held by the Party Leader are held on our behalf.

Final Numbers Forms for final details of your group will be provided by us. You must return these to us so that they reach us no later than 12 weeks prior to your departure date. If the party size falls below the agreed number of passengers you may elect to proceed your booking subject to the surcharges as below.

A final invoice for the balance due will be sent to the Party Leader approximately 12 weeks prior to the departure of your tour. The full amount outstanding must be received by us no later than 10 weeks before departure.

Payment should be made by bank transfer where possible. If payment is made by cheque you should allow 5 working days for clearance from the time, we receive it. Payment may also be made by cash.

Delayed payment charge

As well as the cancellation charges detailed below, there will be a £20 per person administration charge if payment is not received by the due date.

We reserve the right to charge a greater first deposit; if this is the case you will be advised at the time of booking. This is necessary for low cost airlines that require full payment at time of booking or for special events such as, but not limited to, the London Olympics.

Prices and surcharges

All prices that we advertise are correct at the date published and prices on our website are updated regularly. Prices are obtained from suppliers in advance and may have changed by the time you come to book your tour. Although we make every effort to ensure the accuracy of the Website information and prices, we cannot guarantee it. We reserve the right to change advertised prices at any time and to correct any errors in advertised and confirmed prices.

Before you make a booking, we will give you the up-to-date price of your chosen tour including the cost of any supplements, upgrades or additional facilities which you have requested.

For schoolchildren groups, our prices are applicable to for pupils up to 18 years of age. If your party consists of students over 18 years of age, please advise us at the initial enquiry stage. An adult supplement is applicable for clients over 18 years of age at the time of travel. Additional adults in excess of the free places offered can normally be accepted at a supplementary charge quoted by our office.

Our tour prices are based on the costs of transport, accommodation, etc. On the 2 October 2025 the rates were as follows: £1 GBP = 1.18 Euro; 1.28 US Dollar; 1.77 CAD

Once the final price of your arrangements has been confirmed, no amendment will be made to it unless it is to make a correction to an error, or if our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements. Only if the amount of the increase in our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and amendment charges), will we make an additional charge. Please note, there will be an administration charge of £1 per person.

If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (a), (b) and (c) as set out in clause 4. If you do not inform us of your choice within 14 days from the issue date printed on our additional charge invoice, we are entitled to assume that you will pay the additional charge. Any additional charge must be paid with the balance of the cost of the arrangements or within 14 days of the issue date printed on the additional charge invoice, whichever is the later. We will not levy an additional charge nor make a refund within 30 days of departure.

Should the price of your Tour go down due to the changes mentioned above, by more than 2% of your Tour cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

4. IF YOU CHANGE OR CANCEL YOUR BOOKING

If you wish to cancel or amend all or part of your booking, the party leader must advise us in writing by recorded letter or email as soon as possible. A cancellation or amendment is only effective when received in writing by the company. Please note that certain travel arrangements (e.g. flight/rail tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangement.

Amendments

Whilst we will do our best to assist, we cannot guarantee that we will be able to meet any requested change or addition. Where we can meet a request, all changes and additions will be subject to payment of any applicable rate changes, and an amendment fee of your non-refundable deposit (£200 for air groups, £100 for coach groups) as detailed below together with any extra costs incurred by ourselves and any extra costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible.

Tours by coach: Additions and changes to your party are usually possible up until the day before departure, particularly with the same gender; however, you must always check with us first by contacting us. Any alterations made by you within 12 weeks of departure will incur an amendment fee and may also be subject to charges mentioned above.

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Tours by air: For tours by air, it is the party leader's responsibility to ensure that all names are given in full and exactly as shown on the individuals' passport. We do not accept any responsibility for incorrect/abbreviated names submitted to us and any subsequent amendments will be dealt with as a name change and will incur the applicable amendment fee of the non-refundable deposit of £300. This information is requested and required at an early stage in the booking to secure flight seats. Most airlines do not allow name changes after tickets have been issued or in the case of some carriers once names have been received. In this instance, the charge is usually the full cost of the flight. If your invoice settlement is overdue at the time of requesting a name change this must be paid in full before the change can be made. Any charges or payments must be made before and amendments can take effect.

Cancellations

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in below (the cancellation charge detailed is calculated based on the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling). The two deposit values will be defined as those within this document (£75 + £125 for coach groups, £200 + £200 for air groups in Europe, £300 + £300 for air groups travelling to the ROW), or that which the school has paid, whichever is greater. Please note that in some cases flights and hotel deposits will have been purchased for the traveller, exceeding the amount as below, and these must also be reimbursed. For this reason, it is nearly always preferable for the cancelling pupil to find a replacement (this is to be done directly by the school or pupil, with immediate and proper subsequent notification to be made to us). In this instance the 'Amendments' section above will become applicable.

If the number of adults in your party accounts for 20% or more of your party or if any cancellation reduces the number of paying members for a particular tour (including free places), we reserve the right to re-cost the price of your tour and the invoice will be adjusted accordingly for all remaining group members.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. No refunds will be given for passengers not travelling or for unused services.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you) providing we are notified not less than twelve weeks before departure and you pay an amendment fee (usually the non-refundable deposit) and meet all costs and charges incurred by us and/ or incurred or imposed by any of our suppliers. If you are unable to find a replacement, cancellation charges as set out will apply.

Period before departure by which written notice of cancellation was received by Energy Travel	Cancellation charge as percentage of package price
85 days before departure	All deposits paid
30-84 days before departure	75% of tour value
16-29 days before departure	90% of tour value
0-15 days before departure	100% of tour value

Cutting your tour short

If you choose or are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your Tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, you will not be entitled to any refund for that part of your Tour not completed or be liable for any associated costs you may incur.

If we change or cancel your booking

We start planning the Tours we offer many months in advance. Occasionally, we have to make changes to and update the content in our published information both before and after bookings have been confirmed, and we may have to cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes will be considered minor such as but not limited to changes to the overseas airport, airline, aircraft, ferries, or coaches used, changes to departure times of less than 14 hours or the withdrawal of certain facilities.

Occasionally, we have to make a significant change which include a change of accommodation to that of a lower official classification and standard for the whole or a major part of the time you are away; a change of resort area for the whole or a major part of the time you are away; a change of outward departure time or overall length of time you are away of more than 48 hours; and a change of UK departure point (except as between Heathrow, Gatwick, Stansted or Luton, or instances where we offer connecting transportation). If we have to make a significant change or we have to cancel your tour, 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 the following options:

a. accepting the changed arrangements
b. purchasing an alternative Tour from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference)
c. cancelling or accepting the cancellation, in which case you will receive a full refund of all monies you have paid to us.

If we have to make a significant change or cancel on or after the date when the balance of your Tour cost becomes due, we will pay you compensation as set out below subject to the following exceptions:

1. compensation will not be payable and no liability beyond offering the above-mentioned options can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.
2. no compensation will be payable if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (e.g. if you fail to pay on time).
3. In all cases, our liability for significant changes and cancellations is limited to the options above mentioned and, where applicable, compensation payments set out below. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

No compensation is payable for minor changes or where we make a significant change or cancel on or before the date when the balance of your Tour cost becomes due.

Period before departure within which a 'significant change' is notified to you or your Travel Agent	Compensation per paying passenger
More than 84 days	Nil
29-84 days	£5
15-29 days	£10
14 days or less	£15

5. FORCE MAJEURE i.

We regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by events or circumstances amounting to "force majeure". In these booking conditions "force majeure" means any event the consequence of which we or the supplier of the service(s) affected could not, even with all due care, foresee or avoid. Such events may include but are not limited to war or threat of war, riots, civil strife on any scale, actual or actual threatened terrorist activity, industrial dispute including air traffic control disputes, man-made or natural disaster, floods, volcanic ash, adverse weather conditions including poor snow coverage, technical problems with transport, closure and congestion of airports, pandemic, and all similar events beyond our control including cancellation of tour elements by a supplier. Force majeure may be applicable to complete tours or elements within a tour such as excursions, sports fixtures or ski resort closure.

6. LIABILITY AND RESPONSIBILITY

We will take reasonable skill and care to properly perform our contractual obligations to you and if you prove that we or any of our suppliers have failed to perform our duties with reasonable skill and care and that you have suffered loss as a result, you may, subject to these terms and conditions be entitled to compensation from us.

(1) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description which results from:

a) the act(s) and/or omission(s) of the person(s) affected;
b) the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
c) Force Majeure as defined in clause 8 above or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
d) an event which either ourselves, our employees, agents or suppliers and subcontractors could not, even with all due care, have foreseen or forestalled.
In the event of (b), (c) and (d) above, we will nevertheless provide you with reasonable assistance should you require it but reserve the right to pass on any charges we incur.

(2) The services and facilities included in your Tour will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards or customary practice of the service or facility in question. The fact that services or facilities do not comply with local or UK guidance or advice shall not mean that the services or facilities in question have not been provided with reasonable skill and care.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause as follows:

a) loss of and/or damage to any luggage or personal possessions and money,

b) where we are found liable for loss of and/or damage to any luggage or personal possessions, (including money), the maximum amount we will have to pay you is limited to the excess amount payable under the Insurance policy we offer per person affected. You are required to have taken out adequate insurance at the time of booking.

Claims not falling under (a) above or involving injury, illness or death The maximum amount we will have to pay you in respect of these claims is 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 proves you have not received any benefit at all from your booking.

Claims in respect of international travel by air, sea and rail, or any stay in a hotel

The extent of our liability will in all cases be limited to the same extent as if we were carriers under the appropriate Conventions, Directives and Regulations, which include but are not limited to The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can obtain copies of these Conventions from the Internet. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' are incorporated into this contract and will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge and agree that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as

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well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, reimbursement, in such cases, is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment to you by the airline will be deducted from this amount.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from any supplier or the transport provider or hotelier for the complaint or claim in question.

It is a pre-condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in clause 10 of these conditions failing which no payment will be made.

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

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which based on the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or any business losses.

We will not accept responsibility for services or facilities which do not form part of our contractual agreement as set out in our confirmation invoice. For example, any excursion you book, or any service or facility which your hotel or any other supplier agrees to provide for you.

7.IF YOU HAVE A COMPLAINT

a) Issues

If a problem arises, we want to be the first to hear about it. Our Representative or Emergency Contact can deal with most problems on the spot, so please do not wait until you get home before reporting a problem. You have a legal obligation to report it as quickly as possible to our Representative or Agent and the Supplier in question so that efforts can be made to rectify it to your satisfaction. If we are unable to resolve matters the party leader must write to our Head Office within 28 days of return, explaining the problem fully. If you do not follow this simpl complaints procedure your right to claim any compensation will be limited to £100. We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send you a full reply or an explanation for the delay. In any event we undertake to send you a full reply within 56 days.

8. INSURANCE

Adequate travel insurance is essential when on tour. It is a condition of booking that you purchase an insurance policy which offers a suitable level of cover. Please note that some policies can exclude winter or adventure sports so you must check of your cover to ensure that it includes, for example, medical expenses; repatriation; mountain rescue; cancellation, curtailment and legal expenses cover.

9. PASSPORTS & VISAS

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you must check with the appropriate Embassy, Consulate or British Foreign Office for the exact requirements of the country(ies) to or through which you are intending to travel. Requirements may change and you must check the up-to-date position in good time before departure.

The party leader is entirely responsible for the completion of passport and visa formalities and other personal arrangements which may be necessary such as visas for non-British citizens. We cannot accept responsibility for any cost or fines incurred due to non-compliance with the above nor can we accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

For all passport information, contact the UKPS National Advice Line: 0870 521 0410 or online at www.direct.gov.uk/passports

10. HEALTH REQUIREMENTS

UK passports holders should have adequate health and travel insurance policies in place prior to booking. We recommend that EU residents carry a European Health Insurance Card – EHIC. These enable the holder to take advantage of the reciprocal health schemes available between members of the European Union, providing access to state-provided emergency treatment and necessary healthcare on temporary visits to the UK and other European countries.

The party leader is responsible for passing on any health requirement information to other party members. Party leaders may wish to refer to the Department of Health Leaflet T7.1 'Health Advice for Travellers' which offers health advice for all destinations and can be found on the Department of Health website.

Health facilities, hygiene and disease risk vary worldwide. You should take health advice about your specific needs as early as possible. Before travelling we strongly advise you to consult your own medical practitioner who will be in the best position to consider any relevant personal factors or newly reported epidemics. If you are prone to illness please ensure that you carry enough medication as some medicines may not be available locally. If you or any member of your party has any medical problem or disability which may affect the Tour arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen Tour.

In any case, you must give us full details of any medical problems or disability in writing at the time of booking. If we feel unable to properly accommodate the needs of the person concerned, we must reserve the right to decline/ cancel their reservation. We will not be liable for any loss arising from your failure to inform us about any medical problem, disability or special need which might affect your enjoyment or participation on your tour. Please note, a number of the tours we offer, for example skiing, can be physically demanding and require a good level of fitness and health and physical ability.

11. SPECIAL REQUESTS

We will do our best to meet special requests made by you and pass these on to the appropriate persons provided that they are clearly noted on the booking form or sent to us in writing. However, we can only guarantee those special requests confirmed by us in writing.

12. AIR TRAVEL

The carrier(s), flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation by the carrier of whom we have no control. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be dispatched to you approximately two weeks before your departure date. You should check your tickets very carefully and immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched, we will contact you as soon as we can to let you know. In accordance with EU Directive (EC) No. 2115/2005, Article 9, we are required to bring to your attention the existence a "Community list" (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban with the EU Community.

We regret that we are unable to offer you assistance should a transport delay disrupt your itinerary however your airline or other transport provider concerned may provide refreshments and/or appropriate accommodation. We cannot accept liability for any delay whether it is due to any of the reasons set out in clause 8 of these booking conditions or otherwise (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time or otherwise).

Under EU 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 will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your Tour price from us. If the airline does not comply with these rules you should complain to the air transport users council on 02072406061 www.auc.org.uk.

13. ACCOMMODATION

In certain resorts where we feature more than one hotel or centre, groups will be allocated to a specific accommodation on receipt of final numbers forms. Please advise us of your preferred accommodation on your booking form. Please note that some properties may not be available on all advertised dates and are booked on a request basis by us. We occasionally use accommodation in specific resorts which is not featured on our website or promotional material. In such cases the accommodation will be of a comparable standard to that featured.

Rooms: Bunks beds are sometimes used, and some European and North American hotels also use double beds to accommodate school groups which may involve pupils sharing. In Austria and Italy, twin beds are often used with 2 single mattresses on a twin frame. Separate bed linen is used.

Single rooms: Single rooms for accompanying adults or otherwise are strictly subject to availability and always carry a supplement.

Usually, rooms will not be available until the afternoon on the day of arrival and groups will be required to vacate their rooms by 10.00 hours on the day of departure. Some Youth Centres require students to assist with room cleaning, stripping of beds and clearing tables at meal times. We cannot guarantee the provision of towels and soap in all our hotels/centres and group members should provide their own. In the interest of hygiene, group members should be able to identify and use their own towels.

Meals: The board basis provided by each hotel/centre is detailed on your tour quotation letter. Lunch where provided is usually packed lunch and supplements may apply for the provision of hot lunches. In the event you or any member of your party has any allergies, you *must inform us immediately* on booking so we can advise whether chosen accommodation is suitable.

Facilities: WiFi and Internet services in hotels is subject to local supplier conditions over which we have no control and so cannot be responsible for non-availability or absence of service. Usage of leisure facilities such as swimming pool, hot tubs and saunas are determined by suppliers in accordance with local custom, guidelines, practice or regulations.

Ski hotels: Where accommodation is described as offering "doorstep" skiing it will be dependent on individual skiers' ability and snow conditions in resort. Generally, the term will relate to a hotel within 200 metres of the nearest piste or trail. Where walking distances are quoted it is based on the guideline time for an adult walking 150m in 1 minute in standard footwear. Free skibus services may be subject to capacity restrictions.

Damage Deposits: An increasing number of hotels and accommodation centres require a damage deposit to be paid on arrival. Such deposits are refunded provided no damage is incurred. We will advise each group about any deposit requirements in the weeks ahead of arrival.

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Tourist Tax and other Resort Taxes: Local Tourist taxes are now a common feature in resorts. Tourist taxes are noted in the exclusions section of quotations and therefore should be paid by the group, on arrival at your accommodation. Tourist taxes can be introduced or increased with little or no notice and we will endeavour to notify groups as soon as we hear of any implementation. As the taxes are only payable in resort, each group is responsible for full payment for all passengers (with the exception of coach drivers, tour managers or reps). Energy Travel is not able to pay tourist taxes on behalf of groups under any circumstance.

14.CONDUCT AND BEHAVIOUR

On any school trip or trip with minors, we expect group leaders to act in loco parentis at all times. The conduct and behaviour of the group is the responsibility of the group leader.

When completing a booking with Energy Travel, you accept responsibility for any damage of loss caused by any member of your party. Full payment for any damage or loss must be paid for directly to the supplier at the time and before departure. Any failure to do so will not change the fact that you are responsible for meeting any claims made against Energy Travel including legal costs.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any person in authority (for example, but not limited to, airline pilots, coach driver, accommodation owner or manager or senior member of our own staff), you or any member of your party behaves in such as way as to cause or be likely to cause danger, distress or upset to a third party or to damage a property, we reserve the right within our reasonable discretion and without prior notice, to terminate the tour of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. We will also seek recovery of any outlay or losses we incur, including our own legal costs.

The Party Leader accepts responsibility for the good conduct of all participants during the tour and for school trips, warrants that the correct ratio of responsible adults will be on active duty at all times to ensure that all participants behave in a proper manner. Furthermore, it is the Party Leader's responsibility specifically to ensure that no participant under the age of 18 years consumes alcoholic drinks unless written permission has been sought and can be produced from a parent or guardian.

The following rules must be observed

- All local laws pertaining to consumption of alcohol must be obeyed at all times;
- No participant should consume alcohol to excess;
- Participants copy with local laws;
- No participant should use illegal substances;
- No participant should smoke in a hotel bedroom or in any way cause a fire hazard

15. WITHDRAWAL OR LIMITATION OF FACILITIES FOR WHICH WE ARE NOT RESPONSIBLE

We draw your attention to the following no-exclusive circumstances which fall outside of our direct control and where are not prepared to accept liability. Some amenities (e.g hotels lifts, swimming pools etc) require servicing and cleaning and may not be available at all times during your stay. Some services may also be adversely affected by weather conditions (e.g local staffing, outdoor swimming pools etc) and their availability is at the discretion of the supplier. Entertainments, particularly live entertainment, provided by hotels is frequently subject to demand and its nature and frequency may vary. Adverse weather may also affect ski areas, ice rinks, bus services, après ski activities or ski lift facilities in which case our suppliers will their best to offer alternative facilities or activities.

Ferries: Whilst we will make every effort to secure the ferry route and times of your choice, this cannot be guaranteed

Coach: We reserve the right to use any empty coach seats for our staff.

16. CONDITIONS OF SUPPLIERS

Many of the services which make up your tour are provided by independently contracted suppliers. Those suppliers provide their services in accordance with their own terms and conditions which you agree are incorporated into the terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions can be requested from the supplier concerned.

17. DATA PROTECTION

For the purposes of the Data Protection Act 1998, we are the data controller. In order to process your booking, we need to collect certain personal data from you. These details will include, where required, the names and addresses of party members, payment details and special requirements (including some sensitive data, as defined by the Act) such as those relating to any disability or medical condition which may affect the chosen tour arrangements as well as any dietary requirements which may disclose religious beliefs. If we require any further personal details, then we will inform you before we obtain them from you. We need to pass on your personal details to the companies and organisations who need to know then so that your tour can be proceed as planned, (for example, airlines, hotels, other suppliers, banks). Such companies and organisations may be outside the European Union.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in places to protect this information. You are entitled to ask us (by email) what details of yours are being held or processed, for what purpose and to whom they may have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 60 days of receiving your written request and fee. In certain limited circumstances we are entitles to refuse your request.

18. SUBSEQUENT VERSIONS OF THESE CONDITIONS

These booking conditions have been produced in conjunction with our latest programme. We may later these terms and conditions at any time. If we do so, all subsequent bookings will be governed by the newer version. You must check our relevant trading website for the applicable version.