

Group Study Holidays Terms and Conditions

Group Study Holidays (GSH) is a trading name of ABC Languages Ltd specific to its programmes for visiting groups of students from overseas.

1. GSH holds firm bookings and reservations (also known as “options”) for a client, subject to receipt of payment(s) to GSH Accounts Department or our bankers by latest due date as detailed in the ‘option letter’ or invoice(s). Unless clear cancellation (see 4) is made or extension(s) or alteration(s) to due dates are agreed by GSH, bookings are immediately released if payments as specified are not then received in full. **Please note that no reminders are sent and that:**
 - a. Partial payments of amounts due, or any payment which falls short of the full amount stated, will not be sufficient to retain bookings.
 - b. Notification(s) of payment(s) will not be sufficient to retain bookings, unless the payment arrives on time or an extension has been agreed by GSH.
 - c. Failure of an agent partner to secure a specific booking or reservation by appropriate payment, or alternatively to make clear cancellation, may result in the release of other or all reservations or options held by GSH for that agent partner.
2. If credit facilities have been specifically agreed in writing between GSH and an agent partner, such payments/dates as have been specifically agreed will apply, notwithstanding any different due dates as stated on the invoice. However, if such agreement is not met by a partner and sufficient payments are not received by the required dates, credit facilities for that partner are automatically suspended. All their reservations and options become then subject to immediate release and may only be re-instated (in part or in full) at the discretion of GSH after full payment of the outstanding account(s) has been received and subject to the availability of places.
3. In cases where customers are immediately arriving on or are already following a GSH programme, and there are any overdue invoices relating to them or their agents, GSH may at its discretion and without notice refuse or discontinue services to those costumers (as their reservations will have ceased under 1 or 2 above)
4. **Cancellations:**
 - a. A deposit is taken as an instalment payment and is non-refundable in case of any cancellation by the client.
 - i. *An instalment payment for a group is considered a part-payment of the final balance due, which will be adjusted to represent the actual number of places finally taken up, less any cancellation charges.*
 - b. Cancellation charges are as follows:

31 or more days before commencement:	10%
Between 30 days and 15 days before commencement:	30%
Between 14 days and 7 days before commencement:	50%
Less than 7 days before commencement:	100%

 - i. *If a replacement is found for a cancelling pax. (i.e. for the same dates and services) no cancellation charges will be made, but an amendment charge of GBP 15 will be levied.*
 - ii. *Cancellation charges are not varied in case of illness, accident, bereavement etc. It is the client or agent partner’s responsibility to insure themselves adequately regarding cancellation (see 10).*
 - iii. *Cancelation charges apply not only for cancellation of the whole of the services booked, but also regarding cancellation of part of the services booked (e.g. any supplementary trips or transactions etc.) or of cancellation of part of the time period booked (e.g. a reduction in the number of weeks or nights). See also amendment charges in 7 below.*
5. **Refunds:**
 - a. As stated, deposits/instalments are not normally refunded. However, all monies paid will be refunded in full in cases where GSH has itself cancelled the services in question (except cancellation due to non-payment or any default by the client) or changed them substantially causing justified client

cancellation (see 7).

- b. Refunds due to clients in the event of customer cancellation will be refunded or credited to the client as soon as possible.
- c. There are no refunds appertaining to any services not taken up or cancelled by the customer during the programme (i.e. on or after arrival), e.g. in cases of late arrival, early departure (for whatever reason), illness, accident, absence or change of mind.
The full invoice charge applies, even in the cases where the invoice remains to be settled.
- d. A refund may be applied for in case of justifiable complaint (see 6) by a client regarding the non-provision of a service or facility promised by GSH or the defective quality of the service or facility provided.
- e. No refund is due in case of expulsion or suspension of a client from a programme for irregular, anti-social or disruptive behaviour.
- f. There is no refund for cancellation or failure to provide services due to factors beyond our control, for example, war, riot, global pandemic, airline cancellations or any other 'act of God'.

6. **Complaints:**

In the unlikely event that a client wishes to complain about any aspect of the services provided by GSH, the complaint should be made in the first instance to the GSH Director on site. In the event that the matter is not resolved, the client or his agent should make an immediate complaint in writing to GSH Head Office. Such complaints are investigated in full by GSH, are always taken seriously and replied to in detail, and may be a subject for appropriate refund, provided always that:

- a. The complaint (to Head Office) is received within one month of the client's return.
- b. The client has registered in writing his initial complaint with the GSH Director on site at the earliest opportunity during the programme.
- c. The invoice relating to the client and all other payments due from the same client/agency have been settled in full.

7. **Changes of price, dates, facilities, services:**

Prices as invoiced represent a contract of booking and will not be altered by GSH except in case of extraordinary circumstances beyond our control e.g. act of government, excessive currency fluctuations etc. However, GSH may alter its prices as per its general tariffs or its agency agreements at any time without notice before any booking has been confirmed or invoiced.

Changes of dates or of facilities and services described by GSH in its publicity are avoided wherever possible, but are occasionally necessary in circumstances normally beyond GSH's control e.g. by cancellation of reserved places in schools, hotels, or in rare cases where the bookings received for a programme or any option associated with it do not reach the number required to viably operate it (such cases must normally be notified at least two weeks before the programme is due to commence). GSH reserves the right to make such changes, but if in case of accommodation or services, shall either offer equivalent or superior accommodation etc. without charge, or make appropriate refund (e.g. if a facility or service is missing or accommodation is of a lesser category). GSH shall whenever possible inform the client of such changes and if these are substantial, the client may choose to cancel (but only within 7 days of the date of notification) and a full refund will be awarded. No other claims for compensation or expenses will be considered.

- a. *Any sample programmes, schedules or lists of customer activities (e.g. sports) published by GSH are subject to change at any time regarding the timing or type of activity, providing that the overall 'package of services' is, in substance, fulfilled.*
- b. *Some accommodation provided by GSH may include access to communal or other facilities e.g. swimming pools, tennis courts, etc, and it is always possible that such facilities may be withdrawn from service during the whole or part of the stay or tour e.g. for maintenance.*

By the client: If there is a notification before arrival, but after confirmation of booking, of change of date and/or services required or requested by or for a client, GSH will not be obliged to meet such request(s) but shall endeavour to do so. Such changes may, however, be subject to a GBP 15 per student amendment charge. If a customer, group or agent partner changes (or wishes to change) the services requested or

dates of arrival/departure without notification (e.g. on or after arrival) GSH will not be obliged to service these changes (e.g. early arrival or late departure) but may do so if able and as long as the value of services is not reduced. In case of (such) changes of dates and services an amendment charge of GBP 15 per student may also be levied, and/or the appropriate charges for any accommodation nights or services other than those booked.

- a. *Any accommodation or services booked for a customer are reserved exclusively for those (named) customers. No other persons may use these in addition or by substitution without written permission by GSH, in which case extra charges may be levied.*

8. Behaviour:

A reasonable standard of conduct is expected on all programmes and on junior language courses good attendance and study-performance. A customer may be expelled or suspended without refund in case of extremely irregular or anti-social behaviour. Any damages committed by a customer must be paid for by that customer in full.

9. Services commence/end:

Unless otherwise agreed, services are not guaranteed to commence earlier than 15:00 hrs on the day of arrival or to continue later than 11:00 hrs on the day of departure. Clients may only arrive earlier or depart later by prior agreement. This may involve extra charges.

10. GSH Liability, Client Liability (damage etc), Insurance:

GSH: accepts and is fully insured for all liability arising out of loss, damage, injury, sickness etc. caused by GSH employees or their negligence. However:

- a. We cannot accept liability for the action or omissions of a third-party or public persons (e.g. hotels, homestay hosts, coach operators), including those contracted to perform services or provide facilities as part of the 'package' or as additional extras; or for any events over which we do not have control. GSH will, however, give any reasonable help in resolving any disputes with third parties.
- b. In the case of lost or stolen property, whether taking place inside or outside premises hired or owned by GSH, GSH is only liable if such property has been entrusted to a responsible GSH representative in return for a written receipt.
- c. GSH, of course, accepts no responsibility for loss or damages or changes caused by 'force majeure' events such as strikes, riots, terrorism, war, fire, flood, weather problems, problems to transport or similar events beyond its control.

Client: any losses or damages to any GSH or GSH-hired property or equipment or transport during the course or tour caused by the customer(s) or by persons occupying any accommodation or using any equipment allocated to him or them is/are his/their responsibility to pay at the time of discovery. In case of a group, the group leader will be responsible to pay any loss or damage committed by members of the group. Failure to make such payments may lead to suspension of services to the customer(s) in question.

11. Insurance:

We strongly advise that all customers appropriately insure themselves or be insured against the usual risks associated with overseas travel, e.g. personal accident or injury, ill-health (medical/hospital fees), cancellation, delay, loss of baggage or property, i.e. comprehensive travel insurance.

GSH provides inclusive insurance as part of its 'package'. Clients should, in any case, satisfy themselves that this cover appropriately insures them as outlined above. In case of client opt-out they should satisfy themselves that they are appropriately insured as outlined above.