

DANTE ACTIVE'S BOOKING TERMS AND CONDITIONS

1. ABOUT DANTE ACTIVE LTD

1.1 Subject to these Booking Terms and Conditions ("**Conditions**"), your trip will be arranged for your child through their school (as detailed in our booking confirmation) by Dante Active Ltd (company number 15040168), whose registered office is at 2nd Floor, Curzon House, 24 High Street, Banstead, Surrey, England, SM7 2LJ ("**Dante Active**", "**we**", "**our**" or "**us**"), telephone number 07940 749699 and email address info@danteactive.com.

1.2 We will book the services that make up the trip with the relevant principal suppliers (eg, airline, accommodation provider, sports event providers or coaches) named on the trip booking confirmation and you will therefore have separate contracts with each of the applicable suppliers and the supplier's terms and conditions will apply to your booking (in addition to these Conditions) and will be provided, where relevant. However, as we are organising the trip as a package organiser, you will also receive the protection for the trip booked as a package, in accordance with these Conditions.

1.3 The air trips and flights that we sell are ATOL protected (as detailed in clause 1.3 below), since we benefit from the franchise ATOL (number [XXXX]) held under our membership with Protected Trust Services, granted by the Civil Aviation Authority. Therefore, 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 www.caa.co.uk, the CAA can be contacted at 45-59 Kingsway, London WC2B 6TE.

YOUR FINANCIAL PROTECTION

1.3 We provide financial protection for our package trips as follows.

a) When you buy a **flight-based trip** from us, you will receive financial protection for your flight-based trip under the ATOL licence (detailed above), and 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.

b) 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).

c) 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.

1.4 Financial protection for **non-flight packages** is provided to you by way of our membership with Protected Trust Services (membership number [x]). Your payments made to us (through your child's school) will be held in a secure and ring-fenced HSBC trust account, managed by external trustees. You can verify our membership by contacting PTS directly. Payments made into the trust account means that client money that we receive for payment of a package trip organised by us where this does not include a flight is protected from financial failure, which meets the requirements of the Package Travel and Linked Travel Arrangements Regulations 2018 ("Package Regulations").

1.5 If you buy a single travel service, then financial protection detailed in clauses 1.3 and 1.4 may not apply.

2. TO MAKE A BOOKING

2.1 When you make a booking you must complete the Booking Form accepting on your own behalf and on behalf of your child (for whom you have authority to accept) the terms of these Booking Conditions and pay a deposit of the amount per person specified in writing at the time of booking. A contract will exist when we issue our confirmation invoice. Your contract will consist of these Booking Conditions, the completed Booking

Form and the contents of any written description of the trip, together with the terms and conditions of any applicable suppliers of elements of the trip. When you make a booking, you must pay a deposit (as set out in the trip details) per person and as notified to you at the time of booking, which we anticipate collecting through your child's school. **2.2** This contract is governed by English law and the non-exclusive jurisdiction of the English courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

2.3 The balance of the price of your trip must be paid at least 12 weeks before the departure date. If the balance is not paid in time, we reserve the right to cancel your trip and retain your deposit and/or to charge a late payment fee of £30 to the booking for each person.

3. WHAT IS INCLUDED IN THE PRICE

3.1 We reserve the right to alter the prices of any of the trips shown in the promotional literature, in accordance with these Booking Conditions. The current price of the trip will be notified to you before your contract is confirmed at the time of booking.

3.2 All Dante Active trips are inclusive of the following (where relevant):

- Air travel on scheduled or charter airline(s) specified (aircraft type not known when going to press) including local airport taxes and security charges.
- Hotel, hostel or other accommodation ("Accommodation") at the Accommodation shown in the relevant promotional literature (or similar grade).
- Transfers from airports or local railway stations to Accommodation.
- Coach or other appropriate transport services for transporting the group during the trip.
- Hotel service charges and local taxes.
- Programme of events, sports training, coaching or packages as detailed in each itinerary.
- The services of a Trip Manager or local representative, who is appropriately checked for safeguarding purposes.

NB: If you have any special requests relating to diet or other arrangements, these must be made known to us at the time of booking. We will do our best to comply with them but cannot guarantee to do so (also see clause 13 below).

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3.3 We can change your child's trip price after you've booked, only in certain circumstances. Changes in the price of your travel arrangements can be made due to changes in: the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or exchange rates, which means that the price of your child's travel arrangements may change after you have booked. However, there will be no change within 20 days of your child's departure. We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your child's travel arrangements, excluding any amendment charges. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your child's travel arrangements, you will have the option of accepting a change to another trip if we are able to offer one (and we will refund any price difference if the alternative is of a lower value), or cancel and receive a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

3.4 Should the price of your child's trip go down due to the changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. 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.

3.5 Please note that in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

4. ALTERATIONS AND CANCELLATIONS BY US

4.1 If, after our confirmation has been issued, you wish to change to another of our trips or modify, at any time, the travel arrangements shown, we will do our utmost to make the changes provided that notification is received in writing from the person who signed the Booking Form. We reserve the right to charge an administration fee of £30 per person in order to process that change, in addition to any further cost in making the alteration. 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. Please note that certain travel arrangements (eg, booked coaching sessions or other specific event 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 arrangements.

4.2 You, on behalf of your child, may cancel your child's trip at any time provided that notice of the cancellation is made to our offices by the person signing the Booking Form and is in writing. As certain travel arrangements and bookings cannot be changed after confirmation, cancellation incurs administration costs. We will retain your deposit and in addition may apply cancellation charges up to the maximum shown in Clause 4.3 below.

4.3 Period before departure within which written confirmation of cancellation is received and amount of cancellation charge shown as a percentage of the trip price:

More than 56 days	Trip deposit
56 - 42 days	40% of trip price
41-31 days	65% of trip price
30 – day of travel	100% of trip price

4.4 No refund will be given after the commencement of travel except at our discretion. Please note that if the reason for your cancellation is covered under the terms of your insurance policy then you may be able to reclaim these charges.

4.5 You can cancel your booking without paying cancellation charges if the performance of the packaged trip, or the carriage of passengers to your child's destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your child's booking to be terminated and for you to receive a full refund. In assessing what is classified as unavoidable and extraordinary circumstances, we will observe advice provided by the UK Foreign & Commonwealth Office.

4.6 You can transfer your booking to another person, who satisfies all the conditions that apply to this booking (including whether such transferee is appropriate for the trip and aligns with your child's applicable school arrangements and pupil criteria for the trip), by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer, including (but not limited to) the cost of any transfer fees charged by suppliers such as airlines whose flight tickets are non-transferable.

5. ALTERATIONS AND CANCELLATION BY US

5.1 It is a term of your booking that we are able to make changes to any aspect of the booking you have made for your child. It is possible that we may have to make changes to your trip (other than the price) as the arrangements are planned many months in advance. Most of these changes are insignificant and we will ensure that we advise you as early as possible. Flight timings and carriers in the promotional literature are subject to change as a result of airline procedures which are beyond our control. Flight timings in the promotional literature are for guidance only. Actual times will be given on your ticket. We are required to advise you of the actual carrier operating the flight, connecting flight (if any) and transfer. The potential carriers likely to be used are as set out in the promotional literature. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

5.2 If a major change becomes necessary and we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will inform you as soon as reasonably possible if there is time before departure. You will have the choice of either, accepting the change of arrangements, accepting an offer of available alternative travel arrangements of comparable or higher standard from us (where we offer one, we will refund any price difference if the alternative is of a lower value) or cancelling your trip and receiving a full refund of all monies paid. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

If you choose to accept a refund we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances (as defined below).

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5.3 We reserve the right to cancel your booking. For example, if the minimum number of people required for a particular travel arrangement is not reached, we reserve the right to cancel the tour up to 70 days in advance. In this case we offer the choice of an alternative trip of comparable standard, if available (we will refund any price difference if the alternative is of a lower value), or a full refund of all monies paid, but you will not be entitled to any compensation in such circumstances. We will not cancel less than 49 days before the scheduled departure date except for reasons of unavoidable or extraordinary circumstances or your failure to pay the final balance.

If your trip is cancelled you can either have a refund of all monies paid or accept an alternative trip of comparable or higher standard from us if we offer one (we will refund any price difference if the alternative is of lower value). In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances.

5.4 If it is necessary to cancel your trip (except for reasons of unavoidable and extraordinary circumstances) or make a significant change after the date when payment of the balance becomes due, we will in addition pay you compensation as follows:

Period before departure within which Compensation notification of change or cancellation is given per person

More than 49 days.....	Nil
49 – 42 days.....	£10.00
41 – 25 days.....	£20.00
24 – 16 days.....	£30.00
15 – 1 days.....	£40.00

Please note compensation is not payable in the case of minor changes or where cancellation is due to unavoidable and extraordinary circumstances. The compensation offered does not exclude you from claiming more if you are entitled to do so.

'Unavoidable and extraordinary circumstances' means unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken, including (for example) but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

6. ALTERATIONS TO ITINERARY

6.1 Sports lovers will appreciate that sports events or arrangements can be changed without notice, including if there is sickness of coaching staff, or inclement weather that may alter plans for outdoor activities. Fortunately, this is a rare occurrence but nevertheless disappointing. Every effort is made to obtain and pass on to you up to date information regarding any such activities or itinerary items. This information is based upon details supplied to us by other parties and we cannot guarantee its accuracy or that there will not be further changes to the itinerary. The non-appearance of coaching staff, cancellation of events or other changes, are entirely outside our control or even the control of those organising those activities. We will always do our utmost to find a suitable alternative in such a case and wherever refunds from the organiser of such itinerary item are received we will pass this on to you.

6.2 Please note that the order of events on itineraries is subject to alteration due to local circumstances, unscheduled closures etc. However, every effort will be made to include all elements of the programme during the trip dates or a suitable alternative which will be notified to you.

7. OUR LIABILITIES TO YOU

7.1 We accept responsibility for the proper performance of the travel services included in the packaged trip that you have booked on behalf of your child with us. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in the package trip sold to you by us. If any of the travel services included in your package are not performed in accordance with the contract, or any improperly performed, by us or the travel service suppliers that we have arranged your booking with, and this has affected the enjoyment of your child's travel arrangements, you may be entitled to an appropriate price reduction or compensation, or both. However, we will not be liable where any failure to perform or improper performance of the travel services is due to you, your child or another member of the trip party; or a third party unconnected with the provision of the travel arrangements included in the trip package, or whether the failure is due to unavoidable and extraordinary circumstances (as defined above), the consequences of which could not have been avoided even if all reasonable measures had been taken.

7.2 If an item within the itinerary is cancelled due to unavoidable and extraordinary circumstances within one month prior to the trip, we

reserve the right to refund the cost of that part of the itinerary only.

7.3 We accept responsibility for the negligent acts and/or omissions of our employees, agents or suppliers. Save for liabilities under clause 7.4 below, our liability to you and/or your child in all cases (except where they lead to death, injury or illness) shall be limited to a maximum of three times the cost of the original travel arrangements.

7.4 Our liability to you and/or your child will also be limited in accordance with and/or in an identical manner to:

i) the contractual terms of the companies that provide the travel services that make up your package. These are incorporated into this booking; and

ii) any relevant international conventions (for example, the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention for accommodation), which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Travel by air or sea shall be subject to the general conditions of contract of the carrier (the contractual terms of the companies that provide the transportation for your child's travel arrangements are incorporated into this contract), subject to which the tickets are issued.

You can ask for copies of the travel service contractual terms, or the international conventions, from us.

7.5 If you are prevented from travelling on an aircraft because in the opinion of any person in authority at the airport your child appears to be unfit for travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your child's journey, including any return flight thereupon ceases. You must accept responsibility for the proper conduct of your child and we therefore have the right to terminate our contract in circumstances of serious misconduct by you or your child or anyone included in the trip group.

7.6 You have rights in some circumstances to refunds and/or compensation from the relevant airline in cases of denied boarding, cancellation, or delay to flights. Full details of these rights will be available at EU airports and will also be available from airlines. **However, please note that reimbursement in**

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such cases does not automatically entitle you to a refund of the cost of your child's trip from us. Your right to a refund and/or compensation from us is set out in these Booking Conditions. If any payments to you are due from us, then if the airline makes payment of these to you then such sum will be deducted from this amount. If your airline does not comply with such rules then you can complain to the Aviation Consumer Advocate Panel on 020 7453 6888 or www.caa.co.uk.

7.7 If it is impossible to ensure your child's return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your trip.

NB: This clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on a trip.

8. DATA PROTECTION POLICY

8.1 In order to process your booking and to ensure your child's travel arrangements run smoothly and meet your child's requirements, we need to use the information you provide to us, such as name, address, contact details and any special needs/dietary requirements, about you and/or your child, as necessary. Please see our [Privacy Policy](#) for details of how we collect and process your personal data, and the personal data of your child.

8.2 We will only pass information on to persons responsible for part of your child's travel arrangements, such as airlines, hotels and transportation companies. Your information may also be provided to security of credit checking companies or as required by law, plus your child's personal data may need to be provided to public authorities such as customs and immigration if required, or as required by law. The information passed to suppliers includes any sensitive information that you give to us such as details of any disabilities, dietary or religious requirements. If we cannot pass this information to the relevant suppliers whether in the EEA or not, we cannot provide your booking for your child's trip. In making your booking you consent to this information about you and your child being passed on to the relevant

persons, in accordance with our Privacy Policy.

9. PASSPORTS, VISAS AND HEALTH

9.1 You and your child's specific passport, visa and other immigration requirements are your responsibility and we do not accept responsibility for the validity of your passports or visas or for the refusal of visas by the Issuing Authorities. You should therefore confirm these with the relevant authorities, Embassies and/or Consulates. We shall not be liable for any loss, expense, cost, damage, injury or loss of enjoyment suffered as a result of such invalidity or loss, including any responsibility if your child cannot travel because you have not complied with such requirements.

9.2 British subjects require a passport. We will provide information about visas and health requirements. If you do not hold a valid UK passport, please inform us at point of booking. Although we can apply for any visa on a client's behalf, we cannot be held responsible for declined visas and normal cancellation charges will be levied should this occur.

Higher charges may also be applied to non-British citizens and late applications which will be charged accordingly. For further advice visit the FCDO website, www.gov.uk/foreign-travel-advice.

10. PHYSICAL IMPAIRMENTS, MOBILITY AND ILLNESS

10.1 Should your party suffer from any serious physical conditions or a disability which may affect them or their travel or means your child would experience difficulty in walking long distances, taking part in any of the proposed trip activities and/or tire easily, please do bring this to our attention at the time of booking in order that we can provide the necessary assistance. **Please note that some of the activities on our trips may not be suitable if your child has any physical conditions, disability or reduced mobility. In the interests of safety and comfort for the whole group, your child should be able to participate or alternatively have a carer with them to assist.**

10.2 We cannot be responsible in the event that your child or any member of their group are unable to enjoy all or any aspects of the trip or cannot join certain activities due to any special arrangements not being in place, or where elements of a trip are not suitable and we cannot provide you with a refund in those instances. If your child is taken ill whilst on the trip, we will make every effort to ensure that they have access to available local medical care and provide appropriate

assistance to them as the tour organiser, however your child and their next of kin remain responsible for managing all aspects of any medical emergency and ongoing care needs liaising with your insurance provider as necessary.

11. COMPLAINTS AND DISPUTES

11.1 If you have a complaint about any of the services included in your child's trip, you must inform the relevant supplier and our representative (whose details will be provided to you prior to the commencement of your child's trip) without undue delay, who will endeavour to put things right quickly. If your complaint cannot be resolved locally, your child's representative will ask you to make a report, the original of which is for you and a copy will be forwarded to our Head Office, as detailed on our invoice to you. Please follow this up within 28 days of your child's return home by writing to us giving your original tour reference number and all other relevant information. Please keep your letter concise and provide all relevant information. If you fail to follow the requirement to report your complaint during your child's trip, we will have been deprived of the opportunity to investigate and rectify it and this may affect your and/or your child's rights under this booking.

11.2 It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of or in connection with this contract which cannot be amicably settled, may (if you so wish) be settled by way of an alternative dispute resolution procedure.

12. ADDITIONAL ASSISTANCE

If your child is in difficulty whilst on their trip and asks us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping your child to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your child's fault.

13. SPECIAL REQUESTS

Any special requests made on your Booking Form are noted and we do our very best to comply with these wherever possible. However, although we do make every effort to meet your requirements, we cannot unfortunately give a guarantee.

14. TOUR MANAGERS AND LOCAL REPRESENTATIVES

Wherever possible and practical, our trips are escorted throughout by a representative from the UK. On occasions when circumstances dictate, we retain the services of a local representative to meet our clients and

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to escort them to cities and on excursions accompanied by our local guide.

15. TRAVEL INSURANCE

It is a condition of these Booking Conditions and your contract with us that you have comprehensive travel insurance cover, covering your child's travel arrangements.

16. SEVERABILITY

If any part of these Booking Conditions is held to be invalid, unreasonable or unenforceable, such portion(s) shall be deemed as severable from these Booking Conditions and the remainder of these Booking Conditions shall remain in full force and effect and enforceable.

17. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst your child is on their trip are not part of your package trip provided by us. For any excursion or other tour that you book which does not form part of your child's package trip with us, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

October 2024