

**OUTGOING LIMITED**  
**CITY PACKAGE HOLIDAY BOOKING TERMS AND CONDITIONS 2017-2018**

Your contract is with Outgoing Limited,(the company) of registered office: 3 The Stables, Wilmslow Road, Didsbury, Manchester, M20 5PG and registered number 04045495. Please read these booking conditions carefully, they form an important part of the contract for your holiday.

**Definitions**

i.	Departure date	The date on which you are due to depart on your holiday.
ii.	Deposit	The amount payable by you to reserve transport and accommodation for your holiday.
iii.	Force Majeure Event	An event which renders Outgoings performance of its obligations pursuant to these terms and conditions in whole or in part not reasonably possible which includes (but shall not be limited to) acts of God, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, flood, drought, avalanche, strikes, adverse weather conditions, volcanic ash clouds, epidemics and pandemics, unavoidable technical problems with transport, closure of airports.
iv.		
v.	Group Leader	Person with the authority to accept and do accept on behalf of your party the terms of these booking conditions and that all members of your party are aware of these terms and conditions and have agreed to be bound by them
vi.	'you' and 'your'	All persons named on the booking (including, anyone who is added or substituted at a later date) or any of them as the context requires
vii.	'we', 'our', and 'us'	References to Outgoing/Citybreaks
viii.	'booking', 'contract', 'package', 'arrangements'	Such package arrangements that you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you
ix.	Lead Passenger	The first named on a booking who agrees to provide accurate and full information to the remainder of the party in relation to the booking and by confirming the booking, confirms that all other members of the party, including those who are added or substituted at a later date, agree to be bound by these terms and conditions.

**1. Your Holiday Contract**

- 1.1. The person making the booking (the 'Group Leader') must possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party and that all members of your party are aware of these terms and conditions and have agreed to be bound by them. Furthermore, that you are responsible for any information that you, the Group Leader, provides on behalf of all members of your party.
- 1.2. A contract will exist as soon as we issue a receipt via email confirming receipt of your deposit or full payment. No contract will exist between you and Outgoing until you have paid at least a deposit. It is your responsibility to ensure that the email address you have entered is correct. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.
- 1.3. You must be at least 18 years of age to travel with Outgoing Limited alternatively, if you are under the age of 18, you must be accompanied by a responsible adult.
- 1.4. By requesting us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these bookings conditions and agree to them.
- 1.5. When you receive your confirmation please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket.
- 1.6. If any of your group has particular medical condition or disabilities which may affect your tour or holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), you must inform us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

**2. Holiday Price, Surcharges and Payment**

- 2.1. We reserve the right to alter the prices of any of the holidays we advertise. You, as a group leader will be advised of the current price of the holiday that you wish to book before your contract is confirmed either online when you make a payment to secure the booking or when entering into a contract as a group leader/committee. All prices are subject to availability and are subject to the surcharging provisions detailed in 6.4.
- 2.2. Whilst we try to ensure all prices on our website are accurate, errors may occasionally occur. If we discover an error in the price of a holiday or other product or service you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel under these circumstances you will receive a refund for any payments made in respect of this holiday.
- 2.3. When you make your booking you must pay the minimum booking deposit of £40 per person. The balance of the total price of your travel arrangements must be paid at least 4 weeks before your departure date. If booking on or after the applicable balance due date, full payment must be made at the time of booking.

- 2.4. If payment deadlines are not met or if the deposit and/or balance are not paid in time, we are entitled to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. If deadlines are not met a late payment fee may be applied. Outgoing are under no obligation to remind you to pay the full amount due by the balance due date
- 2.5. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as disembarkation fees at ports and exchange rates mean that the price of your travel arrangements may change after you have booked. There will be no change within 30 days of your departure date. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy, please refer to your policy for full details on how to cancel your insurance. Should you decide to cancel for this reason, you must do so within 14 days from being advised of the price increase. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday 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.
- 2.6. All payments made by credit or debit card towards the full price of your booking are subject to a non-refundable 2.5% credit card charge.
- 2.7. The deposit paid against any trip is non-refundable under all circumstances.

### **3. Your Financial Protection**

- 3.1. We provide full financial protection for our package holidays, by way of a bond held by ABTA. For further information please see [www.abta.com](http://www.abta.com)

### **4. ABTA**

- 4.1. We are a Member of ABTA, membership number Y1415. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs. The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### **5. Minimum Numbers**

- 5.1. If the Group Leader has not managed to meet the minimum booking requirement which are outlined on the booking confirmation document, or it is viewed by Outgoing that the trip will not reach sufficient numbers to travel, Outgoing reserve the right to move the trip and all of its passengers to an alternative date. The passengers will be notified of the date change via email and providing they accept the change, no further action is required. If any passenger is unable to attend the trip on the new dates, they can cancel their place and receive a full refund excluding booking fee and any insurance that has been purchased. A refund must be requested as soon as possible and certainly within 14 days from the date of notification. If you fail to notify us, you are deemed to accept the alternative holiday arrangements offered. If you cancel after 14 days you will be subject to the standard cancellation charges (clause 6). No compensation is payable by Outgoing if the client cancels for this reason.
- 5.2. Operation of all tours and optional extras is dependent on a minimum number of persons booking the tour/extra. If that number is not achieved, we reserve the right to cancel the tour or optional extra with no compensation being given. Prices of the booking are subject to increase if minimum numbers are not met or the group size fluctuates.
- 5.3. Should a group not reach the required number Outgoing reserve the right to merge groups (share transport and accommodation with other groups) where possible in order to salvage the holiday for group members that have paid in full.
- 5.4. Should a group not reach the required number the Group Leader deposit will be lost. If no group deposit has been charged, or has been charged and subsequently been refunded, this will be calculated at our reasonable discretion to cover whatever costs have been incurred in connection with the group holiday.

### **6. If You Change or Cancel Your Booking**

#### **Changes to your holiday**

- 6.1. If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing, including emails, from the Lead Passenger who made the booking. You will be asked to pay an administration fee for changes to your booking as laid out in these terms. Changes to accommodation and coach travel will not be

allowed after the balance due date, before this time they will incur a £15 charge. Changes to optional extras will be charged at £5 per extra. Note: Certain travel arrangements 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 travel arrangements.

#### **Name changes**

- 6.2. If you are prevented from travelling, you may transfer your booking to another person providing that you notify Outgoing of this no later than 28 days before departure. A name change transfer fee of £15 will be payable. Both the original lead passenger and the person taking the holiday are responsible for the payment of the amendment charges and any outstanding balances due in respect of the holiday price. Furthermore, the person to whom you transfer the holiday booking must comply with all the terms and conditions of the existing booking. That person must accept the transfer and agree that he or she is bound by these conditions.

#### **Cancel your holiday**

- 6.3. You, or any member of your party, may cancel your travel arrangements at any time. Written notification, including email, from the Lead Passenger must be sent to [customerservice@outgoing.co.uk](mailto:customerservice@outgoing.co.uk). Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as set out below: Cancellation periods are calculated from the date that written confirmation is received by Outgoing.
- 6.4. The charges below are based on how many days before your booked departure date we receive your cancellation notice. The charges are based on a percentage of your total holiday cost not including the charges referred to in section 2. Where any non refundable deposits or payments have been made, the cancellation charge will be calculated by first deducting the non refundable payment from the total cost of the holiday. The scale charge will then be based on a percentage of the cost of the remaining holiday arrangements and the non refundable element will be added to that cancellation charge to give the total charge. If any member of your party cancels, you may have to pay additional supplements for your accommodation e.g. single or under occupancy supplements.

<i>Period before departure in which you notify us</i>	<i>Cancellation charge</i>
More than 57 days	Deposit only
57 - 43 days	50% of the full holiday cost
42 - 28 days	75% of holiday cost
Less than 28 days	100% of holiday cost

#### **Notes:**

- (i) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company. We will provide confirmation of cancellation only if you have fully cancelled your place in writing prior to departure and requested in writing to [customerservice@outgoing.co.uk](mailto:customerservice@outgoing.co.uk) for a cancellation confirmation.
- (ii) If one person participating in a twin or triple share arrangement should cancel and no alternative passenger can be found, the remaining participants would then be required to pay the full cost of that room.
- (iii) Where a cancellation of a paying passenger reduces the group size to below that on which their tour was originally priced, or on which any free places were based, we will recalculate the costs and re- invoice you.

### **7. If We Change or Cancel Your Holiday**

- 7.1. It is unlikely that we will have to make any changes to your travel arrangements but as we plan your Citybreak many months in advance, we may occasionally have to make small changes or cancel your booking due to unforeseen circumstances. We reserve the right to do so at any time and will advise you as soon as practical.

#### **Changes**

- 7.2. If we make a major change to your holiday (a change in destination, change of quality of accommodation, change of departure date more than 4 weeks either side of your original departure date) we will inform you as soon as reasonably possible. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid except for any payment that you made to Outgoing for changes to the booking at your request prior to us notifying you of the major change. In some cases we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include change of accommodation to another of the same or higher standard, changes of carriers, alterations of outward/return transport by less than 12 hours, change of date less than 4 weeks either side of your original departure date.

#### **Cancellation**

- 7.3. We will not cancel your travel arrangements after the balance due date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). In some cases we will pay compensation. You must notify Outgoing of your choice within 14 days of Outgoings offer of an alternative holiday. If you fail to do so, you are deemed to accept the alternative holiday arrangements offered.

#### **Compensation**

- 7.4. If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of force majeure. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Compensation will not be paid to a person travelling on a free place.

IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

<i>Period before departure in which we notify you</i>	<i>Amount you will receive from us</i>
More than 21 days	£0
15 - 21 days	£4
8 – 14 days	£6
Less than 7 days	£8

#### **Force Majeure**

- 7.5. We will not pay you compensation if we have to cancel or change your travel arrangements (in whole or part) in any way because of unusual or unforeseeable circumstances beyond our control. These can include (but shall not be limited to), for example, acts of God, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, flood, drought, avalanche, adverse weather conditions, strikes, volcanic ash clouds, epidemics and pandemics, unavoidable technical problems with transport, closures of transport links.

#### **8. Your Responsibilities**

- 8.1. Upon booking you accept full responsibility for your behaviour and the behaviour of all your members of your group. All local laws, including those relating to the consumption of alcohol, drug use and noise, must be obeyed at all times. If in our reasonable opinion or in the reasonable opinion of any other person in authority (e.g. an accommodation owner or manager, a coach driver, an official of the ferry companies we use or an Outgoing employee or rep), you or any member of your group behaves in such a way as to cause or be likely to cause danger, upset, distress to any third party or property or breaking any laws or rules, we are entitled to terminate without notice and liability the holiday arrangements of the person(s) concerned. Outgoing will not be liable to make alternative arrangements for accommodation or repatriation or have any further responsibility to you, nor will Outgoing cover any costs which you may incur or make any refunds.
- 8.2. You are at least 18 years of age.
- 8.3. You are responsible to ensure that you have stated the correct departure point at the time of booking and for ensuring that you reach the correct departure point at the correct time. If you do not make you outgoing or return transportation, Outgoing will not be liable to make alternative arrangements for accommodation or repatriation or have any further responsibility to you, nor will Outgoing cover any costs which you may incur or make any refunds.
- 8.4. We will not take any responsibility for any individuals or groups belongings whilst on coaches or in resorts. It is the responsibility of the individual to ensure their luggage is loaded onto the coaches and that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.
- 8.5. You must not consume alcohol, use drugs or smoke on coaches. Tourists are advised to exercise caution and care when under the influence of alcohol and should note that if injured as a result of their intoxicated condition, their insurance may be invalid.
- 8.6. All local laws relating to the consumption of alcohol and drug use are at all times obeyed.
- 8.7. You must not smoke in any non-smoking areas or rooms, or act in any way that could cause a fire hazard

#### **9. Insurance**

- 9.1. It is a condition of booking that all clients take out valid and adequate travel insurance covering the entire period of your holiday. No liability will be accepted by Outgoing for any losses suffered by yourself or your party as a result of your being uninsured or under insured.
- 9.2. You have the option to purchase insurance at the time of booking or up until one day before departure. By purchasing insurance via Outgoing's booking flow, you will be covered by the insurance policy subject to you declaring that all health conditions and material facts have been disclosed to the insurers and subject to you having paid for the full cost of your insurance policy. Note that insurers may also check the answers that you provide and they may seek information from other insurers to verify the information you have provided. Please read the policy details carefully to ensure that any purchased insurance cover is adequate for all excursions and activities that you undertake. Insurance cover will only be affective when your premium has been paid. Upon purchasing insurance you have a 14-day cooling-off period starting from the date you pay your premium in which you may cancel your insurance policy for full information on how to do this please refer to the terms and conditions of the policy. After this period the insurers reserve the right not to refund the policy premium. Once the policy has been issued you must understand that no alterations and/or additions to the printed terms and conditions of your policy are valid unless made in writing by the insurer.

#### **10. Passport, Visa and Immigration Requirements**

- 10.1. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

Please note: the Embassy and/or Consulate may require proof of full payment of your return travel arrangements. To access this you must confirm you booking, pay in full and print off your booking confirmation.

- 11.2. Most Countries require your Passport to remain valid for a minimum period after your return date to the UK, this is normally 6 months. It is your own responsibility to ensure you have a valid passport and visa if required before making a booking or travelling.

Further information can be obtained from;

Passport Advice: <https://www.gov.uk/browse/abroad/passports>

Visa Information: <https://www.gov.uk/government/organisations/uk-visas-and-immigration>

UK Passport Office for renewals and general information: <http://www.ips.gov.uk>

UK Foreign Office for Travel advisory information: <http://www.fco.gov.uk>

## **11. Coach Travel**

- 11.1. For trips that include coach travel, where possible the coaches will be fitted with a toilet, air conditioning, heating, audio-visual facilities, a DVD player and reclining seats. Any passengers with special travel needs must inform the Company at the time of booking or a minimum of four weeks prior to travel as the Company undertakes to adhere to a maximum loading policy on all coaches. Loading may necessitate more than one university travelling in the same vehicle (this would only be for example where the final coach was only half full). Where possible a representative of the company will travel out to resort on each coach
- 11.2. All coaches are based and allocated on 49 seats per coach unless stated otherwise. Whilst we do everything we can to try and accommodate individual groups this is not always possible for operational reasons. You may find that your group is requested to share your vehicle with another group and/or may be split over different vehicles. In the unlikely event that a group is split then we will try and ensure that the group is split in the best way possible to avoid isolation.
- 11.3. The cost of travel facilities will include channel crossings and all road tolls or airport taxes as applicable.
- 11.4. Departure points in the UK and Ireland will be confirmed prior to departure either at time of booking or one week before departure via email. The inbound drop-off points will be identical to the outbound pickup points unless stated otherwise prior to departure. Where groups occupy more than one vehicle, it is imperative that group members are assigned to travel on a specific vehicle. Your assigned coach will be confirmed on your e-ticket.
- 11.5. Each passenger has a permitted luggage allowance of one soft shell (fabric) main bag up to 50cm x 50cm x 100cm and one item of hand luggage that must be stored in the overhead storage or below your seat. No hard shell cases shall be permitted. All baggage remains the responsibility of the individual passenger at all times. Passengers are responsible for ensuring their luggage is loaded on and off their coach at the correct pick up and drop off points. We accept no responsibility for luggage left at pick up points.
- 11.6. We will not take any responsibility for any individuals or groups belongings whilst on coaches or in resorts. It is the responsibility of the individual to ensure their luggage is loaded onto the coaches and that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.
- 11.7. It is illegal to smoke, use drugs and/or drink alcohol on board the coach. Noise levels must be kept to a reasonable level. Please see clause 8.1.

## **12. Accommodation**

- 12.1. Participants on the holiday will be accommodated in the hostels allocated by Outgoing unless previously agreed with the group leader or trip organiser. Hostels may be of different sizes and layouts. Rooming allocations will be based on maximum occupancy of each apartment as defined by the supplier in the rooming plan.
- 12.2. The basic holiday price includes tourist tax and towels and linen where possible. The accommodation provider may provide inventories for each room or apartment, which will either be in the room or will be given to the passengers with the keys upon arrival. If applicable it is the responsibility of the occupants of each room to give their completed inventories to the accommodation provider before 12:00 on the first full day.
- 12.3. On certain trips there is an opportunity to select a room online through the Rooming Allocation System or through your Group Leader on a first come first served basis. Once the rooming list has been finalised, no changes can take place. If you change rooms following this it is at your own discretion, however you are still responsible for the originally allocated room and may still be charged if costs are incurred.
- 12.4. Some accommodation providers require a damage deposit. It is the responsibility of those who share a particular room to pay this. Any dispute about this deposit should be dealt with between you and the accommodation provider directly. Outgoing is not responsible for this deposit in any way.

### **Special Requests**

- 12.5. We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. All requests of this nature should be sent in writing to [customerservices@outgoing.co.uk](mailto:customerservices@outgoing.co.uk).
- 12.6. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee that any requests will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

- 12.7. If you have any medical condition or disability which may affect your trip or if you have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your trip develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details
- 12.8. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

### **13. Our Liability to You**

- 13.1. We promise to do our very best, that the booking arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted trip arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).
- 13.2. If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we nor our employees, agents, subcontractors or our suppliers, even with all due care, could not foresee or forestall. Our liability, except in cases involving death, injury or illness, shall be determined on a case by case basis but limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:
- (a) The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
  - (b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of 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.
- 13.3. We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: –
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
  - the act(s) and/or omission(s) of a third party not connected with the provision of your excursion and which were unforeseeable or unavoidable or
  - is due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or
  - , an event which we, or our employees, agents, suppliers and subcontractors, could not, even with all due care, have foreseen or forestalled.
  - 'force majeure' as defined in the clause headed "Force Majeure" above
- 13.4. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices (3 The Stables, Wilmslow Road, Didsbury, Manchester, M20 5PG).
- 13.5. Outgoing accepts no responsibility for any loss or damage caused to you arising from an event organised by your university or members of your university.

#### **Third Parties**

- 13.6. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

### **14. Excursions**

- 14.1. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any excursion or other tour that you book, 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.

## **15. If You Have A Complaint**

- 15.1. In the unfortunate incident that you experience a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our resort representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Outgoing Ltd, 3 The Stables, Wilmslow Road, Manchester, M20 5PG or customerservice@outgoing.co.uk giving your booking reference and all other relevant information. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.
- 15.2. We will endeavour to rectify any unfortunate complaints you may have, but if we cannot agree you can take the matter to arbitration administered by IDRS, part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA Ltd, 30 Park Street, London, SE1 9EQ, www.abta.com . The arbitrator will only deal with your complaint if it relates to a tour and:
- \* you have exhausted Outgoing's official complaints procedure
  - \* you are claiming up to £5,000 for each person or £25,000 for each booking;
  - \* you contact them within 9 months of the end of your tour; and
  - \* your complaint does not involve major physical injury or illness in excess of £1,000.
- 15.3. Please also see clause 4 above on ABTA.

## **16. Data Protection, Privacy Policy & Cookies Policy**

- 16.1 To ensure that your holiday runs smoothly, we need to use information that you have provided, such as your name and address, special requests etc. We ensure that appropriate security measures are taken to protect this data. However, this data must be passed to suppliers of your travel arrangements, including transport companies, ferries and hotels. We may also supply your details to security or credit checking companies and to public authorities such as customs and immigration. If we cannot pass this information to the relevant suppliers we cannot provide your booking. When you make this booking, you consent to this information being passed to relevant parties. For further details about our Privacy Policy and procedures for example information what we do with your data and how we protect it please see our [Privacy Policy](#). For information about Cookies see our [Cookies Policy](#).

## **17. Photography and video**

- 17.1. In part consideration of receiving Outgoing's services you grant Outgoing permission to use any photographs or video images featuring you, without limitations, in any of Outgoings literature including but not limited to web sites, brochures, flyers, in their original format or edited or altered in any way that Outgoing seems appropriate