

# Booking Conditions

YOUR PACKAGE TOUR BOOKING IS WITH NST Ltd, an agent of NST TRAVEL GROUP LTD.

## 1. Our details

Your contract will be with NST Ltd, an agent of NST Travel Group Ltd, Company number 2665024, of Block B, The Crescent Building, Northwood, Santry, Dublin 9, D09 C6X8, Ireland.

Tel: +353 (0)1 8940300. Email: info@nst.ie

## 2. Your contract with us

The following Booking Conditions, together with our Privacy Statement [www.nst.ie/privacy-statement](http://www.nst.ie/privacy-statement) and any and all information that we send to you in regard to your booking, form the basis of your contract with us (your "Contract").

In these Booking Conditions, "you" and "your" means the lead name (and authorised representative of the school, where applicable) and all persons named on the booking (including anyone who is added or substituted at a later date) and any one of them, as applicable.

The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they are the parent or legal guardian (where applicable) or otherwise have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons named on the booking (or the school, where applicable). The lead name shall be liable for:

- (i) the full payment of any deposits and balances;
- (ii) the payment of any amendment fees or cancellation charges;
- (iii) confirming all group member details to us;
- (iv) passing on to all persons in the booking of any and all information issued by us including, without limitation, our Booking Confirmation and these Booking Conditions; and
- (v) the conduct of the persons in the booking. See clauses 9 (Our Liability), 20 (Behaviour) and 21 (Supervision).

In making a booking with us, you are regarded as having read, understood and agreed to these Booking Conditions.

## 3. Your booking

When you make your booking, you must pay the non-refundable deposits (and final balance payments) for each paying member of the party, as set out below:

Initial deposit	payable at the time of booking (the amount will also be advised to you at the time of booking)
Interim deposit	payable 10 weeks after the initial deposit
Final balance payment	payable 10 weeks before your departure date

Your booking is confirmed and a Contract between us exists when we issue a Booking Confirmation to you. Your Provisional Booking and Booking Confirmation will state when your initial deposit (if applicable), interim deposit and final balance is due.

Please check your Confirmation carefully and advise us immediately of any incorrect or incomplete information.

The sum of the initial deposit and the interim deposit shall, collectively, be the "Deposits".

If you make a booking with us within 10 weeks of departure, the full balance will be payable at the time of making your booking.

If the initial deposit, interim deposit or final balance payments are not paid on time, we reserve the right to cancel your travel arrangements and retain the Deposits.

### Payment details:

By post - Payment by cheque made payable to NST Ltd. On the reverse of the cheque please state the group name and your NST reference number. Address this to your Consultant at: NST, Block B, The Crescent Building, Northwood, Santry, Dublin 9, D09 C6X8, Ireland.

By phone - (Northern Ireland only) Payments can be taken over the telephone by your consultant, using debit card - Switch, Visa Delta, Electron or Laser, or credit card - Visa, Access or MasterCard.

Payment by BACS transfer - please select the bank account below that relates to the currency you are paying in. If you

pay into the wrong account, you may incur extra charges.

Instruct your bank that you wish to make a BACS transfer. The name of your establishment and NST reference should be the reference entered in 'payment details' (information for the beneficiary) or equivalent. Details of our accounts are as follows:

### For Payments in Euros

Name of account: NST Limited  
Bank particulars: AIB, 52 Upper Baggot Street.  
Bank sort code: 93-10-63  
Account number: 22173090  
IBAN number: IE71 AIBK 9310 6322 1730 90  
SWIFT: AIBKIE2D

### For Payments in Sterling

Name of account: PT Trustees Limited Re: NST Travel Group Limited Air Travel Trust Account  
Bank sort code: 09-02-22  
Account number: 10964723  
IBAN number: GB20 ABBY 0902 2210 9647 23  
SWIFT: ABBYGB2L

## 4. If You Cancel Your Tour

You may cancel or transfer a place in your booking at any time by advising us in writing. The effective date of any cancellation or transfer shall be the date that written notification is received by us.

A paying member of the group can transfer their place to another suitable person, who satisfies all the conditions that apply to the booking, by giving us notice via the lead name on the booking as soon as possible but, in any event, no later than 7 days prior to your date of departure. Both the former and the new group member are responsible for paying all costs we incur in making the transfer, including the administration fee.

If it is not possible to transfer the place to another suitable person - or a group member wishes to cancel without transferring their booking - then the cancellation charges set out below shall apply:

Period before departure in which you notify us	Cancellation charge as % of total cost per paying group member excluding any amendment fees
More than 70 days	Deposit only
69 - 28 days	60% of tour cost
27 - 14 days	80% of tour cost
Less than 14 days	100% of tour cost

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

If any cancellation brings the number in your group below the minimum number required to qualify for a particular price, then the total price payable for the booking will be adjusted accordingly based on the lower number of group members (which will result in an increase per paying passenger).

For flight-inclusive bookings, you must also pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued, for any reason, these charges are likely to be the full cost of the flight(s).

## 5. If You Change Your Booking

If, after our Booking Confirmation has been issued, you wish to change your booking 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 by the lead name and the effective date of any change shall be the date that written notification is received by us. You will be asked to pay an administration charge of €25/£25 for making the change, in addition to any further costs and/or charges we incur in making the change. 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. Certain travel arrangements (e.g. flights) 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.

You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by giving us notice in writing at least 7 days before departure. The new traveller is responsible for paying all costs we incur in making the transfer.

## 6. If We Cancel Your Booking

We reserve the right to cancel your booking, however, we will not cancel less than 10 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead hasn't been reached. Unavoidable and extraordinary circumstances mean a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required will be provided to you with the tour description, along with the time limit for us to tell you if the package has to be cancelled.

If we have to cancel a LIVE! student event due to the minimum numbers not being reached, we will notify you no less than 70 days before your departure date and provide you with a full refund of monies paid to us. We will not be liable for compensation in this event, nor any other costs, expenses or losses incurred by you as a result.

If your booking is cancelled you can either have a refund of all monies paid or accept an alternative booking of comparable standard from us, if we are able to offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you, we will: (i) provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy; and (ii) pay compensation as detailed below, except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above).

Period before departure in which we notify you	Amount you will receive from us
More than 70 days	€0/£0
69 - 28 days	€5/£5 per person
27 - 14 days	€10/£10 per person
Less than 14 days	€15/£15 per person

This does not exclude you from claiming more if you are entitled to do so.

## 7. If We Change Your Booking

### (a) Changes to the price

We can change the price of your trip after you have booked, where there are changes to: (i) the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) 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 (iii) exchange rates relevant to your booking. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase up to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges.

Likewise, we will not provide you with a refund if there is a decrease to your holiday price of 2% or less. In the event of an increase, you will be charged for the amount over and above 2%. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of (i) accepting the price difference and paying the additional amount due; or (ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or (iii) cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel: (i) you must do so within the time period shown on your final invoice; (ii) we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your trip go down by more than 2% due to the cost 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.

### (b) Changes other than the price

Occasionally we have to make changes to your booking and it is a term of your booking that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/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 and changes of carriers.

With the exception of ski bookings, if we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make

up your booking we will inform you as soon as reasonably possible if there is time before your departure and you will have the choice of accepting the change; or accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value); or having a refund of all monies paid) if we are not able to offer an alternative that is sufficiently comparable. 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 provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy. We will also pay compensation as set out in Section 6 above, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

In the event that we need to make changes to your ski booking (such as a change to your accommodation or ski resort) as a result of unavoidable and extraordinary circumstances that may include, without limitation, insufficient snow, adverse snow conditions, piste closure and/or lift closure, any such changes shall not be deemed as being significant changes and we shall not be liable to pay you compensation for any such changes.

#### 8. Unavoidable & Extraordinary Circumstances (force majeure)

Except where otherwise expressly stated in these Booking Conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of unavoidable and extraordinary events (Force Majeure Events).

Force Majeure Events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Force Majeure Events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster and all similar events outside our or the concerned supplier's control.

#### 9. Our Liability to You

You must inform us without undue delay of any issues with the travel services included in your booking - please see clause 14 (Complaints) for how to make a complaint in destination.

We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the travel services in the booking; (iii) unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party).

Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the particular travel services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the travel services will be treated as having been properly provided. This will be the case even if the travel services did not comply with the laws and standards of the UK and Ireland which would have applied had those services been provided in the UK and Ireland.

Our liability, except in cases involving death or personal injury as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any

amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

We are to be regarded as having all benefit of any limitation of compensation contained in these Booking Conditions or any other applicable International Conventions. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms and conditions of carriage of the transport companies that provide the travel services that make up your package (e.g. the airlines) and any relevant and applicable International Conventions. Any such terms shall be incorporated into your booking and Contract with us and will apply to you on that journey. Relevant international conventions include, without limitation, 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 and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. You can ask for copies of the travel service contractual terms, or the international conventions, from us. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines.

Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your tour cost 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, any payment made to you by the airline or any other service provider will be deducted.

We cannot accept any liability for any damage, loss, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. This includes, without limitation, (i) any separate contracts that you may enter into with other providers or suppliers for any excursions, activities or other services; and (ii) any services that are not provided by us or our suppliers as part of your Contract that may include services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities.

#### 10. Covid-19

**10.1** We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on tour.

**10.2** We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

**(i)** If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

**(a)** Postponing your trip to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your trip, such as the flight, as well as any increase in cost imposed by other suppliers);

**(b)** If not everyone on the booking is affected, you will have the right to transfer your place on the trip to another person nominated by you, subject always to the requirements of clause 4;

**(c)** Cancelling your trip, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your trip, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your trip, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

**(ii)** You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the

destination, access to the services or you are otherwise unable to proceed with the trip, or that portion of the trip.

**10.3** You also acknowledge that the suppliers providing your trip, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the trip and all measures will be taken with the purpose of securing your safety and those around you.

#### 11. Your Travel Arrangements

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. We will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

It is your responsibility to ensure that all names are given in full and exactly as shown on the individuals' passports. This information is often required at an early stage of booking and some airlines may not permit name changes. Regulation (EC) No.2111/2005 establishes a list of air carriers which are subject to an operating ban within the European Community. We are required to publish the existence of this list, which can be found at: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en)

#### 12. Protecting Your Money

NST Travel Group Limited provides full financial protection for our package holidays, through our Air Travel Organiser's Licence number 3606 issued by the Civil Aviation Authority (CAA), Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk). NST Ltd. is licensed by the Commission for Aviation Regulation, our travel agent license number is TA 0449. This bond, lodged with the Irish Government, provides for the reimbursement to clients of monies paid to a travel agent in the event of the failure of that agent.

When you buy an ATOL protected flight or flight inclusive package from us 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. 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 we aren't 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).

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.

#### 13. ABTA

Where your trip is protected under the ABTA scheme, you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original trip. You also agree to accept that in circumstances where the travel service provider provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases

the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

All money you pay to a travel agent for your trip is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

We are a Member of ABTA, membership number V0550. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

#### 14. Complaints

If you have a complaint about any of the services included in your booking, we want to be the first to hear about any issues so we are able to resolve them promptly. You must also inform the supplier of the service in question without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at NST Ltd, an agent of NST TRAVEL GROUP LTD, 22 Northwood Court, Santry, Dublin 9, Ireland or emailing [feedback@nstgroup.co.uk](mailto:feedback@nstgroup.co.uk) giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint whilst on tour, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking. Please also see clause 13 above on ABTA.

#### 15. Additional Assistance

If you or a member of your party are in difficulty whilst in destination and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. However, we will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you, or as a result of your negligence.

#### 16. Passport, Visa & Immigration Requirements

Your group members' specific passport and visa requirements, and other travel and immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. You must also ensure that you keep informed of all travel advice, as well as any health, vaccination or testing requirements that may be applicable before your arrival date. Information is available via the following websites:

FCDO (<https://www.gov.uk/foreign-travel-advice>)

NaTHNaC (<https://travelhealthpro.org.uk>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

We do not accept any responsibility or liability if any member of your group cannot travel because they have not complied with any passport, visa or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).

#### 17. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are in destination are not part of your package 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.

#### 18. Insurance

It is a condition of booking with us that you have adequate insurance in place for the duration of your booking. Please refer to your Quote, Provisional Booking and/or Booking Confirmation which will detail whether insurance is included in the package provided by us.

Please familiarise yourself with the cover provided, you must also provide a copy of the policy to each member of your group, accompanying staff and parents/guardians of the students.

If insurance is not included in the package provided by us, it's your responsibility to ensure that you have adequate insurance cover to protect you and your group against the

need to cancel your tour and/or provide assistance if group members are injured or ill, and that the insurance cover you purchase is adequate for your needs.

#### 19. Travel Tickets & Vouchers

These are valid in conjunction with the particular travel arrangements booked and the route specified. No refund can be made for lost, mislaid, unused, unendorsed or expired tickets, coupons or vouchers.

#### 20. Behaviour

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to consider your booking as being cancelled by you. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further liability or responsibility toward such person(s) nor shall we be liable for any refunds, damage, loss, expense or other cost incurred as a result including, without limitation, any return travel arrangements.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result.

#### 21. Supervision

The lead name and the other adults accompanying the group shall, at all times:

- (i) act 'in loco parentis' for their group and, in particular, in regard to any minors in the group;
- (ii) ensure that the group are adequately supervised;
- (iii) ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:
  - a. take care when out during the hours of darkness;
  - b. do not go out alone;
  - c. do not put themselves in risk situations;
  - d. are not intoxicated or under the influence of any other substances and, in any event, shall not permit anyone under the age of 18 to consume alcohol;
  - e. are aware of their behaviour and actions in the context of their surroundings;
- (iv) ensure that no members of the group smoke in any smoke-free places or behave in any other way which may cause a fire hazard;
- (v) ensure that the group wears lap belts provided for any journeys by coach;
- (vi) ensure that the group or any members of the group do not break any laws.

#### 22. Special Requests

Any special requests must be clearly notified to us in writing. We do our best to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract with you. Special requests will only be held to form part of the contract between you and us when they have been confirmed in writing to be guaranteed by NST Ltd, an agent of NST TRAVEL GROUP LTD.

#### 23. Medical Issues & Disabilities

If any member of your group has any medical problem, disability or reduced mobility which may affect your arrangements, the party leader must give us full details before confirming your booking so that we can advise as to the suitability of the chosen arrangements. The Party Leader must also promptly update us of any changes, after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

#### 24. Data Protection

We are committed to protecting and respecting your privacy and, as such, comply with the UK GDPR. Please read our Privacy Statement a copy of which can be found at [www.nst.ie/privacy-statement](http://www.nst.ie/privacy-statement).

This privacy statement explains what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy.

#### 25. Marketing & Photography

NST may use your written feedback in promotional materials. If you do not wish to be quoted, please inform us in

accordance with our Privacy Policy.

It is possible that while you are on your trip, photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any clients who are prominently included in any shots. Consent will not generally be sought from clients who only appear in the background and are not identifiable. No clients will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

#### 26. Variation

These Booking Conditions may be varied by us at any time and at our sole discretion. Any new Booking Conditions will be published on our website and will have immediate effect.

#### 27. Law & Jurisdiction

The booking is governed by the laws of the Republic of Ireland and the jurisdiction of the Republic of Ireland Courts. You may however choose the law and jurisdiction of Northern Ireland, England or Scotland if you live there and wish to do so.

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