

Terms and Conditions

Dear Parents,

Here at Xplore it is very important that your child's holiday will be fun and a great success in every aspect. We promise that we will take care of your child at all times, ensuring that they have a safe and enjoyable experience. The following are our booking terms and conditions, please be sure to read them carefully and contact us should you have any questions:

1. Our benefits

Our benefits correspond to the description in our brochure, our website as well as the travel documents, including the booking confirmation. All package prices quoted in this brochure are inclusive of accommodation, meals, on-site activities and any applicable external activities including necessary transportation thereto unless specified otherwise. Programmes are subject to alteration for reasons of safety or inclement weather. We will always try to provide a suitable replacement in such circumstances, but there may be times this is unsuitable or impracticable.

A supplement is payable for extra courses or activities only as defined in our marketing material. You are welcome to inform us of any special requirements prior to your child's arrival and we will do everything possible to fulfil these, but cannot give any guarantee. Any alterations or additions to your booking with Xplore may be made in writing or by telephoning 01449 742700. Xplore reserves the right to make an administration charge in such circumstances.

All prices shown are also inclusive of VAT calculated under the Tour Operators Margin Scheme. Due to this special VAT scheme we are unable to issue invoices showing an exact VAT breakdown and customers will not be able to reclaim VAT against charges from Xplore. Should the VAT regulations change after the time of going to press Xplore reserves the right to surcharge or refund the consequent price difference.

2. Booking and contract

By sending us the signed booking form, making a booking online or by phone you enter into a contract, which is binding as soon as you receive the booking confirmation from us. The "contractual partner" is the person responsible for the booking, also for third party bookings.

3. Payment

After receiving your booking we will send you a booking confirmation and ask you to pay a deposit of 15% of the total holiday cost. The final payment is then due no later than 21 days before commencement of the holiday on receipt of the travel documents. If you make a booking within four weeks of the commencement date of your holiday then payment must be made in full at the time of the booking. Any bank charges must be met by the person responsible for the booking.

4. Cancellation policy

The person responsible for booking may cancel the holiday prior to its commencement. Following charges will be applied:

- Cancellation up to 6 weeks before commencement date: 15% of total holiday cost (at least £150)
- Cancellation between 6 to 3 weeks before commencement date: 50% of total holiday cost
- Cancellation 20 days and less before commencement date: 100% of total holiday cost

These flat rates already account for saved expenses and otherwise applied travel benefits. It is left to the customer to verify that in the case of cancellation no or lower expenses were incurred. With cancellations after the commencement of the holiday we reserve the right to keep the full amount paid. However we will compensate any saved expenses.

5. Cancellation through Xplore

If the child disturbs the accomplishment of the holiday or behaves contrary to the contract, we reserve the right to cancel the contract immediately. In this case any claims for compensation are excluded. Additional costs such as for flights are at the expense of the customer. We also reserve the right to charge the parent/guardian for any damages/breakages that the child is deemed to have caused not as a result of an accident.

If we have to make a major change to your holiday, we will offer a suitable alternative if available, or 100% refund, if we are not able, in our opinion, to offer an alternative that is sufficiently comparable. If the accomplishment of the holiday is affected due to circumstances beyond our reasonable control, including but not limited to war, riot, civil commotion, terrorism, act of God, industrial dispute, Government action, epidemic disease, adverse weather or natural disaster, Xplore as well as the customer are able to terminate the contract. Xplore will refund the holiday cost less the expenses, which have already been made.

6. Passport, visa and health regulations

Participants must be in possession of valid passport documents and are responsible for the observation of border regulations when travelling overseas. Xplore can provide a visa support letter for the application after receiving a 15% deposit.

7. Liability

Xplore carries all legally required insurance affecting its customers and employees. These include public liability protection to the value of £5 million. Xplore strongly advises that no items of value are to be brought on to site. Your child's personal belongings are their responsibility during their stay with us. Xplore does not accept any liability for any accident, loss or damage to personal belongings (including electrical devices and jewellery).

8. Guarantee

Xplore guarantees your child's holiday will be as shown in the brochure description at time of printing. Shall we not fulfil these benefits you are entitled to demand remedial action as long as the effort is still reasonable. In the case of any complaints we ask you to inform the local staff members and Xplore staff members in our offices in England and Germany immediately. If we do not take remedial action within an appropriate time you are entitled to cancel the contract without prior notice. Irrespective of a cancellation you are entitled to seek compensation for us not fulfilling our guarantee, unless this is due to circumstances we cannot take responsibility for.

9. Limitation

Any claims regarding the contract must be made no later than one month after the termination of the holiday. Your right for claims is limited to one year starting one day after the termination of the holiday. Claims resulting from unauthorised or illegal action (for instance, assault) must be made within three years after the termination of the holiday.

10. Privacy policy

Your privacy is very important to us. We save and use your personal data for any kind of correspondence and in order to offer our services in the future only. Your data will not be passed on to a third party. By sending us your personal data and accepting the terms and conditions you confirm to agree with the usage of personal data. You have the right to withdraw your agreement at any time by informing us in writing. Furthermore, you have the right to obtain information on data saved about you. In this case please contact us. Occasionally Xplore may take photographs of children for promotional material. Please advise one of our offices if you have any objections to this.

11. Host organisation

Holidays in England and China:

Xplore (Klub Group Ltd)

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Holidays in Germany:

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In the event of Klub Group's insolvency, protection is provided for non-flight inclusive packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with Klub Group Limited.

In the above circumstances, if you have not yet travelled, you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

