



## Residential Trips Terms and Conditions

These terms and conditions ("**Conditions**") are between Trinity School as part of the John Whitgift Foundation and the Customer (as defined below) and cover trips offered by Trinity School as part of the John Whitgift Foundation. References to "School", "we", "us" or "our" in these Conditions means Trinity School as part of the John Whitgift Foundation.

These Conditions, together with our privacy policy as updated from time to time on our website, any consent form and any information that we send you in regard to your school trip booking, form the basis of our contract with you (the "**Contract**").

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this document, the following terms and expressions are used:

"**Academic Grounds**" shall mean where a Participant's grades do not meet the required levels to remain at the School, or a specifically chosen course is not available in the current setting.

"**Application Deadline**" means the date that the School Trip Application must be submitted and the Deposit paid.

"**Booking**" means the booking of a School Trip with the School.

"**Booking Confirmation**" means the confirmation of your Booking issued by us or Wisepay after you submitted the School Trip Application and paid the Deposit.

"**Student Booking Process**" means the booking process detailed in clause 2.5 or such other booking process informed by the School from time to time.

"**Code of Conduct**" means the code of conduct provided by the School for School Trips for all trips (whether in the UK or overseas).

"**Customer**" means the Parent making a Booking.

"**Data Protection Legislation**" means a) to the extent UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

"**Departure Date**" means the date of departure of the School Trip from the United Kingdom. In the event that we are unable to confirm the actual Departure Date at the time of Booking, this will be confirmed to you as soon as reasonably practicable.

**“Deposit”** means the first payment instalment payable upon making a Booking.

**“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**“Force Majeure”** means any unavoidable and extraordinary circumstances or a situation beyond the School’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken, or an event which the School or any supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include, whether actual or threatened: (i) terrorism and/or terrorist activity or its consequences, insurrection, riots, war, civil unrest and/or military action; (ii) the exercise of emergency powers by any local, regional or national governmental authority; (iii) fire, flood, earthquake, storm, lightning, volcanic eruption, other natural or nuclear disasters or adverse weather conditions or ‘acts of God’; (iv) epidemic, pandemic or other serious health risks and/or concerns; (v) industrial action and/or disputes, labour disputes, strikes and/or lock-outs; (vi) blockage, embargos or sanctions; (vii) malicious damage or explosion; (viii) compliance with law or governmental order, rule, regulation or direction including flight or other travel restrictions advised or imposed by any government, regulatory authority or other third party, or any other action from governments in the UK or overseas; (ix) failure or delay of supplies of power, fuel, transport (including any unforeseeable technical problems with transport), equipment, telecommunications systems, Internet or other goods and/or services (including any third party services or materials); (x) airport, port or airspace closure restriction or congestion; and (xi) any other event of a similar nature to those set out in this definition beyond the reasonable control of the School and/or its suppliers or sub-contractors.

**“Major Change”** means the changes specified in clause 9.2.

**“Minor Change”** means the changes specified in clause 9.1.

**“Parent”** means the Participant’s parent or legal guardian, where the Participant is under the age of 18.

**“Parent Consent”** means written consent from the Parent for the Participant to join the School Trip.

**“Participant(s)”** means the student taking part in the School Trip.

**“PTRs”** means the Package Travel and Linked Travel Arrangements Regulations.

**“Trip Staff”** means the School staff or volunteers who are appointed by the School to travel with the School Trip in order to provide pastoral and practical assistance to the Participants and assist with the effective delivery and running of the School Trip.

**“School Trip”** means the actual school trip or expedition that is booked.

**“School Trip Leader”** means the person employed by us who has sole discretion for making decisions in relation to the School Trip on behalf of the School during the School Trip.

**“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**“Wisepay”** means the School’s online payment system, the link of which is found on My School Portal and the School’s website.

“you” means the Parent making this Booking on behalf of a Participant.

- 1.2 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any other instrument plan, regulation, permission or direction made or issued thereunder or delivering validity therefrom.
- 1.3 Wording importing the singular meaning shall include the plural meaning and vice versa. All wording within the Contract is generalised to the Participant, referring to the masculine, feminine and neuter genders.
- 1.4 Clauses and paragraphs headings are for convenience only and shall not affect the construction of this document.
- 1.5 In this Contract, any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms”.
- 1.6 Where the context so permits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.

## **2 YOUR CONTRACT AND BOOKING PROCESS**

- 2.1 Your contract is with the School, whose address is at registered office is Trinity School, c/o the Whitgift Foundation, North End, Croydon CR9 1SS.
- 2.2 When making a Booking, you warrant that you:
  - (i) have the authority to make the Booking (and any amendments) on behalf of the Participant(s);
  - (ii) permit the Participant to take part in the School Trip;
  - (iii) will be our main point of correspondence and contact in relation to the Participant;
  - (iv) shall be liable for the full payment of any and all Deposit(s) in addition to the outstanding balance and/or any cancellation or amendment fees;
  - (v) shall confirm the Participant(s) details to us; and
  - (vi) shall pass on to the Participant(s), where applicable, any and all information issued by us including, without limitation, the content of these Conditions.
- 2.3 In making a Booking by payment on Wisepay, you are regarded as having read, understood and agreed to the Contract (including these Conditions). The Contract between us will come into existence once you receive your Wisepay Confirmation email.
- 2.4 Consent forms subsequently issued must be completed fully and accurately and returned by the specified due date.

2.5 The 'Student Booking Process' may be updated from time to time by the School, and may include:

- (a) The School sends the details of the School Trip via email or otherwise to Parents, including dates, purpose, costs, medical requirements, eligibility (e.g., year group, subject, sport), along with a copy of these Booking Conditions, our privacy policy;
- (b) Parents are required to submit an Expression of Interest via Wisepay (where these Booking Conditions are available) until a specified date when the Wisepay link is closed and a list of interested students is extracted;
- (c) The list is randomised, and the students allocated to the number of places available (e.g., first 20 names get the 20 places);
- (d) Parents are emailed with an offer of a place and given a limited time to pay the Deposit;
- (e) Wisepay page is open for Deposit payments;
- (f) Parents are required to confirm they have read and accepted these Booking Conditions and our privacy policy on the Wisepay page (both documents are available on Wisepay page);
- (g) Wisepay sends an automated email to Parents confirming the Deposit at which point the Contract between us will come into existence;
- (h) If the Deposit is not received by the due date the offer of the place is rescinded and the next student on the randomised list is contacted until all places are filled.

2.6 Parents are required to follow the Student Booking Process to secure a place for a Participant.

2.7 The group of Participants is then confirmed to the School Trip Leader for their planning/booking with the agent.

### **3 SPECIAL REQUESTS AND MEDICAL CONDITIONS**

3.1 If you have any special requests, you should inform us of such requests when making a Booking. We cannot guarantee that such requests will be met and shall have no liability to you if such requests are not met. Requests should initially be made to the School Trip Leader.

3.2 If any Participant has any medical condition, disability, or reduced mobility, please contact the Trip Leader before you make a Booking so that they can advise as to the suitability of the chosen arrangements. If any medical condition, disability, or reduced mobility are suffered or arise between booking confirmation and the Departure Date, you must notify the Trip Leader and update My School Portal. We reserve the right to inform you if we reasonably feel unable to properly accommodate the particular needs of the Participant concerned.

3.3 In the event that we need to include additional cover to our insurance policy, as a result of any disclosed medical condition, we reserve the right to pass the cost of such additional cover to you, with the price of your Booking.

3.4 We may require a Participant to obtain confirmation from a medical professional, prior to confirming a Booking and/or the Departure Date to ensure that he/she is fit to travel and take part in the School Trip. In the event that, after we have confirmed the Booking, a Participant transpires as not being fit to travel and take part in the School Trip, we reserve the right to

advise the Participant against travel and clause 3.3 shall apply.

#### **4 YOUR RESPONSIBILITIES**

- 4.1 For School Trips within the UK you shall complete, sign and submit a Parent Consent and all relevant information when requested. Without the relevant information and the Parent Consent completed, signed and submitted to the School, the Participant may not be able to join the School Trip.
- 4.2 By paying the Deposit, you confirm that the Participant is aware of, understands and consents to the likely physical demands of the School Trip. You confirm that the Participant is aware of the possible effects of such factors including different safety and hygiene standards. In making a Booking, you warrant that the Participant(s) are sufficiently physically fit and medically healthy to participate safely. Further, you confirm and agree that the Participant(s) shall accept and abide by the authority of the School Trip Leader and Trip Staff.
- 4.3 We recommend that you research your chosen destination using such resources as [www.nathnac.org](http://www.nathnac.org), [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk) and [www.fco.gov.uk](http://www.fco.gov.uk) before making a Booking.
- 4.4 Any arrangements which you or the Participant(s) make independently, which do not form part of your Contract with us, are booked and/or entered into entirely at your own risk. Any such arrangements/bookings shall be based on the supplier's terms and conditions, which you are deemed to have accepted at the time of making the arrangements. We shall not carry any liability for such arrangements and shall not be liable for any refund, compensation, expense, loss or damage relating to such arrangements.
- 4.5 We may provide specialist equipment for the School Trip, and we are responsible for the maintenance of such equipment. Where a Participant deliberately or recklessly cause damage to any such equipment, whether during any pre-School Trip training provided by us, or at any time during the School Trip, you shall indemnify us and keep us indemnified from all losses arising from any such damage including, without limitation, any legal costs we incur in making a recovery against you.
- 4.6 You will be responsible and liable for the arranging of any and all transfers to/from your UK departure/arrival airport, unless otherwise expressly agreed with us.

#### **5 YOUR FINANCIAL PROTECTION AND OTHER RIGHTS**

- 5.1 The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations ("PTRs"). Therefore, you will benefit from all applicable 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. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 is available at <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>.
- 5.2 We reserve the right to provide some details about the School Trip (especially those that need to be confirmed or altered at a later stage and any other information which is not available to the School at the Parents' meeting) nearer to or even after the Departure Date. The School will use its reasonable endeavours to provide all School Trip details to you as soon as possible and any such changes will be deemed to be Minor Changes.
- 5.3 To comply with the requirements of the PTRs, the School will book School Trips via an ATOL

protected tour operator where possible. On confirmation of the School's booking with the tour operator their terms and conditions will be added to Wisepay.

5.4 Where a School Trip is unable to be booked by a tour operator, or the additional cost of doing so makes the School Trip financially unviable, the School may book flights and other tour aspects individually, in which case:

- (i) flights will be booked via a travel agent and will be financially protected in accordance with the PTRs; and
- (ii) the ground package (accommodation/visits etc) will be insured against failure of the School.

5.5 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer, in addition to providing you with access to the Community list of air carriers subject to an operating ban: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban_en).

5.6 We will notify you of the actual airline as soon as reasonably possible, however, we reserve the right to make changes to the airline after you have received your tickets and, in some circumstances, at check-in or at the boarding gate. Subject to clause 89, a change to an airline shall be deemed as being a Minor Change.

## **6 YOUR SCHOOL TRIP PRICE, MAKING PAYMENTS AND TRIP UNDERSPEND**

6.1 Payment of the Deposit and the outstanding balance shall be made via Wisepay or as otherwise specified in writing by the School.

6.2 When you make your Booking, you must pay the Deposit as determined on Wisepay (or as determined in writing by the School) payment schedule (or a greater lump sum if you prefer). You must make the remaining payments in accordance with the payment dates set out on Wisepay payment schedule (or as determined in writing by the School, unless otherwise expressly agreed with the School). You must pay the outstanding balance of the cost of the School Trip no later than 90 days before the Departure Date, otherwise we reserve the right to cancel your Booking and apply the cancellation charges in accordance with clause 9.

6.3 Failure to pay the outstanding balance by the due date may put the Participant's place at risk.

6.4 We reserve the right to make changes to the price of your School Trip after Booking Confirmation in the event of changes: (i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) to the level of taxes, duties or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; (iii) to exchange rates. There will be no change within 20 days of your departure.

6.5 Subject to the PTRs, we will pass on any cost increases for the School Trip at our discretion.

6.6 On return from the school trip, as the financial processes allow, the full budget for the trip will be reconciled. If the difference between the eventual cost of the trip and the total amount paid per student is more than £50, parents will receive a refund. Where the difference is less than £50 per student, this amount will be considered a donation to the School's fund which provides opportunities for students where financial constraints would prevent them from participating in an educational trip and to assist with trip emergencies

## **7 IF YOU CHANGE YOUR BOOKING**

- 7.1 We start to incur costs from the moment you make your Booking. If you wish to change your School Trip in any way, 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 from you via email to the School Trip Leader. You will be required to pay an administration charge to be informed at the time of the change together with any further costs we incur in making this 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 if you need to amend the Booking. We shall use all reasonable efforts to advise you as soon as possible of any additional costs as a result of the change.
- 7.2 You acknowledge and accept that some travel arrangements (including most discounted air tickets) may not be amended after a Booking has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the School Trip.
- 7.3 Your booking may be transferred to another Participant, provided that the new Participant satisfies the conditions that apply to the School Trip and their payment is received via Wisepay with confirmation of their acceptance of these Booking Conditions and the Contract. You must give us notice in writing of your wish to transfer as soon as possible, via email to the School Trip Leader. In the event of such a transfer you will be responsible for paying all costs we incur in making the transfer. We will not make any refunds to a Participant until the new Participant has paid all amounts due, at the time of transfer.

## **8 IF YOU CANCEL YOUR SCHOOL TRIP**

- 8.1 You may cancel (withdraw from) the Participant's School Trip at any time. Your written cancellation must be received by email to the School Trip Leader. You remain liable for any costs that we are unable to recover from our providers (tour operators, airlines, accommodation, excursions) as per their terms and conditions, in addition to the School cancellation charges of 10% of the total cost of the School Trip, up to a maximum of £100, save for the circumstances set out in clause 8.3 below.
- 8.2 If the reason for your cancellation is covered under the terms of our travel insurance policy, you may be able to reclaim these charges. It is your sole responsibility to provide the required documents (e.g., medical report) to make a claim. You may wish to take out your own travel insurance in addition, and we accept no liability for any acts or omissions of your insurance company or if you do not obtain your own insurance.
- 8.3 If the Participant withdraws from the School Trip as a direct result of one of:
- (i) death or serious injury of a next of kin (parent or sibling) which necessitates the presence of the Participant in the United Kingdom;
  - (ii) death of the Participant;

provided that the Participant or Parent provide clear evidence to the School's reasonable satisfaction, the School shall refund any sums it has received in respect of the Participant towards the School Trip in full.

- 8.4 Any withdrawal enforced by the School on behavioural grounds will be treated as cancellation of the Booking by the Participant (voluntary withdrawal) and will incur the cancellation charges as set out in clause 8.1 above, as would an occurrence whereby a Participant is requested to leave the School Trip on account of any breach of clause 14 (no refund, part refund or

compensation would be payable by us).

- 8.5 For any withdrawal enforced by the School on Academic grounds, we shall offer a full refund.
- 8.6 If the Participant chooses to leave the School this will be treated as cancellation of the Booking by the Participant (voluntary withdrawal) and will incur the cancellation charges as set out in clause 8.1
- 8.7 If the Participant continues to participate in the School Trip where they have left the School, but then decide not to take part, this will be considered a cancellation of their Booking by the Participant (voluntary withdrawal) and the cancellation charges set out in clause 8.1 shall apply.
- 8.8 Where Participants are entering year 12 (lower sixth) in September and trip payments are required in advance, refunds will only be given where the Participant does not achieve the grades required at GCSE to join the Sixth Form.
- 8.9 If a Participant should join the School and change their subject choices and wish to withdraw, the cancellation terms at clause 8.1 above apply.

## **9 IF WE CHANGE OR CANCEL YOUR SCHOOL TRIP**

- 9.1 It is unlikely that we will have to make any changes to your School Trip, but we do plan School Trips many months (and sometimes years) in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be insignificant and minor and we will advise you of them at the earliest possible date. Examples of insignificant changes include alterations to your outward/return flights by less than 12 hours, changes to aircraft type, changes to carriers and the merging of your School Trip with one or more other School Trips travelling to the same country. The changes in this clause are "Minor Changes".
- 9.2 If we are constrained by circumstances beyond our control to significantly alter the main characteristics of your Booking, we will inform you as soon as is reasonably practicable. You will have the choice of (i) accepting the change of arrangements: or (ii) accepting an offer of an alternative School Trip of comparable standard from us if and where available (we will refund any price difference if the alternative is of a lower price); or (iii) having a refund of all monies paid to us. 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. The changes in this clause are "Major Changes".
- 9.3 School Trips are subject to a minimum number of Participants which shall be advised to you at the time of making a Booking. In the event that any School Trip fails to attain or maintain the required number of Participants, we reserve the right to cancel the Booking no later than 20 days prior to the Departure Date (for School Trips lasting more than 6 days) or 7 days prior to the Departure Date (for School Trips lasting between 2 and 6 days) and refund all payments made.
- 9.4 We reserve the right to cancel your School Trip: (a) in the event that any School Trip fails to attain or maintain the required number of Participants (in accordance with 9.3 above); (b) if there is a Force Majeure event; or (c) failure by you to pay the final balance.
- 9.5 If we cancel your School Trip you can either have a refund of all monies paid or accept an offer of an alternative School Trip 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 price).

## **10 UNAVOIDABLE AND EXTRAORDINARY EVENTS**

- 10.1 Except where stated in these Booking Conditions, we shall not be liable and do not have any obligation to pay any compensation where the performance or prompt performance of our contractual obligations under our Contract with you is prevented or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of Force Majeure.
- 10.2 In the event of that the Foreign, Commonwealth and Development Office (FCDO) or other relevant authority in the context of your travel advises against all but essential travel prior to your departure, or we are unable or prevented from providing or performing our obligations to you, we shall offer you the option of: (a) an alternative School Trip (where we have one available); or (b) a deferment of your trip to a later date.
- 10.3 We may be forced to change or terminate your School Trip after your Departure Date, but before the scheduled end of your School Trip, as a result of Force Majeure. In this very unusual situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any loss, costs or other expenses incurred by you as a result.

## **11 OUR LIABILITY TO YOU**

- 11.1 We will take reasonable skill and care to properly perform our contractual obligations to you.
- 11.2 You should be aware that standards – including, but not limited to, safety and hygiene - may be lower than you would expect in the UK. The services and facilities provided as part of the Contract we have with you will be deemed to be provided with reasonable skill and care if they comply with the laws and applicable standards of the country where the service is delivered and/or where your claim or complaint occurred.
- 11.3 We will not be liable or responsible for any injury, illness, death, loss, damage, expense, cost, compensation (including any pro-rata compensation) or other sum or claim of any nature or description whatsoever which results from:
- (i) the act(s) and/or omission(s) of the Participant and/or person(s) affected or any member(s) of their party;
  - (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the School Trip;
  - (iii) unavoidable or extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised even if all reasonable measures had been taken;
  - (iv) any indirect or consequential damage, including 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. This includes, but shall not be limited to, any additional services or facilities which your accommodation or any other supplier agrees to provide for you where we have not agreed to arrange them as part of our Contract including: any damage, claim, loss or expense or other sum(s) of any description which (a) 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; (b) relate to any other business (including any loss of earnings incurred by anyone who is self-employed); (c) represents the costs of any onward or return travel arrangements, alternative tours/excursions or any onward/return/internal flight arrangements; or (d) resulting from any activity, tour or excursion you purchase in destination from a third party and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies, sporting facilities, sightseeing flights or any other outdoor activities;

- (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your Booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you;
- (vii) any injuries as a result of either inadequately or maintained and/or serviced personal equipment, or failure by you to wear the correct safety equipment;
- (viii) where services were not utilised because the Participant was delayed in meeting the group through no fault of the School – for the avoidance of doubt where it is not possible to rearrange travel, the Participant will be deemed to have cancelled their place on the School Trip in accordance with the terms of this Contract.

11.4 Our liability in contract, tort or otherwise arising, except in cases involving death or personal injury, shall be limited to a maximum of three times the total price of the School Trip paid by any one Participant.

11.5 Our liability will also be limited in accordance with and/or in an identical manner to:

- (i) the contractual terms of the parties that provide the transportation for your travel arrangements. These terms are incorporated into this Contract; and
- (ii) 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 and conditions under which compensation that can be claimed 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 the extent of or conditions under which compensation is to be paid under these or any conventions.

11.6 Under European 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 of these rights will be publicised at EU airports and will also be available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your School Trip 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 from this amount.

11.7 Notwithstanding anything to the contrary in this Contract, nothing in this Contract shall limit any liability which cannot be legally limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

## **12 PASSPORT, VISA, IMMIGRATION REQUIREMENTS AND LOCAL LAWS AND**

## REGULATIONS

- 12.1 The specific passport and visa requirements for the countries the Participant is travelling to, or travelling through, and all other immigration requirements, are your responsibility and cost and you should confirm these requirements with the relevant Embassies and/or Consulates prior to your Departure Date. We do not accept any responsibility and shall not be liable if the Participant cannot travel or cannot participate in any part of the School Trip because the Participant has not complied with any passport, visa or immigration requirements. For full information on any passport or visa requirements, see the UK Passport Office website: [www.gov.uk/browse/abroad/passports](http://www.gov.uk/browse/abroad/passports).
- 12.2 It is your responsibility to check that the Participant has complied with, and take any necessary documentation with them, relating to any health matters for the School Trip including, but not limited to, obtaining any vaccinations, immunisations, pre-departure/flight health checks, any quarantine requirements in destination, any health checks and/or quarantine requirements on your return to the UK.
- 12.3 You must also check and continue to check the relevant governmental websites (such as <https://www.gov.uk/foreign-travel-advice> and <https://travelhealthpro.org.uk/> prior to travel to ensure that you comply with all and any travel requirements and restrictions.
- 12.4 The School shall require a copy of the valid passport that will be used on School Trip at least three months prior to departure but shall not carry any liability for checking any passports or visas in accordance with clauses 12.1, 12.2 and 12.3 above.
- 12.5 In the event that the Participant loses a passport or any other relevant travel documents during the School Trip, the Participant and/or Parent shall remain responsible for the costs of taking any necessary steps to recover, replace or rectify the loss to enable the Participant to continue with, and travel back from the School Trip as arranged. The School gives no warranty or assurance that the loss can be rectified. The costs for which the Participant and/or Parent shall be liable shall include the travel costs and disbursements of the School Trip Leader or any Trip Staff who travel within the country or countries where the School Trip takes place in order to obtain recovery, replacement or rectification of any passport or document loss, as well as any administrative or other costs arising in connection with the procurement of any replacement documents whether in the countries of the School Trip, or in the United Kingdom.
- 12.6 You shall ensure that the Participant observes the terms of this clause 12 and you shall indemnify us against any loss, damage, expense or other costs that we may incur or suffer as a result of your or the Participant failure to comply with this clause 12.
- 12.7 It is recommended that Participants obtain a GHIC (Global Health Insurance Card) from the NHS and carry this with them on all School Trips within the European Union.

## 13 SUPERVISION

The School will provide sufficient staff (which may be in addition to the School Trip Leader and the Trip Staff) to accompany a school trip to ensure the safe supervision of Participants in accordance with our Educational Visits Policy updated from time to time on our website. In the event that staff need to be replaced during a trip the cost will be covered by the School travel insurance policy.

## 14 BEHAVIOUR

- 14.1 You warrant that the Participant(s) shall, at all times throughout the School Trip, abide by the

laws and customs of the countries visited and behave in a respectful and considerate manner to local people, other Participants of the School Trip, our staff, suppliers, agents or any other third parties.

14.2 We may exclude the Participant from the School Trip or any part thereof at any time (including during the School Trip itself) if, in our reasonable opinion:

- (i) the Participant is likely to prejudice the good order, discipline or safety of the School Trip, including as a result of failing to comply with the School Trip Leader's instructions; or
- (ii) the Participant is likely to or has broken any law or regulation of the country where the School Trip takes place, or travels through, or
- (iii) the Participant acts in any way which is offensive to or incompatible with the values and cultural norms of the country where the School Trip takes place, or travels through; Or
- (iv) the Participant fails to comply with the Code of Conduct or the School rules, or any School values, standards and reasonable directions communicated to the Participant by the School Trip Leader or Trip Staff.

14.3 In any circumstance of clause 14.2 we reserve the right to send the Participant home, including repatriation from overseas at your expense without prejudice to clause 14.4 below and will deem that the Contract has been terminated by you.

14.4 In the event of the Participant being excluded from the School Trip under the provisions of this clause 14, no refunds or part refunds will be given. You hereby agree to indemnify us against any costs, losses or other expenses arising in connection with such exclusion and repatriation of the Participant including, without limitation, any transport costs in the country where the School Trip takes place (or elsewhere) to an appropriate airport and any flights or other transportation back to the UK.

14.5 Participants should have their own insurance for valuables (items may be covered under home contents insurance).

14.6 If a Participant loses an item it is essential that the School Trip Leader and/or the Trip Staff are informed so that appropriate reports to police can be made in accordance with many insurance policy requirements.

14.7 The School reserves the right to confiscate Participant's devices during a trip if it has been used inappropriately. It will be returned to the Participant at the agreed time.

14.8 The School reserves the right to stipulate that Participants may not carry a phone or other electronic device for any specific trip.

## **15 HEALTH AND SAFETY**

15.1 We will ask for written consent to receive the Participant's information with respect to all pre-existing medical conditions, illnesses or disability and to share such information or records with our insurers if we consider this to be necessary.

15.2 We shall also request written consent to transfer medical and health information (as described

above) to our suppliers who help us to conduct School Trips. In many cases, our suppliers will be outside the European Union. Please see our current privacy policy and clause 17 below.

15.3 By paying the Deposit you confirm that the Participant(s) are in good health and do not suffer (or has ever suffered) from any pre-existing medical condition that may prevent /them from actively participating in the School Trip, other than those that have been declared to us. The Participant(s) should consult their doctor before making a booking with us to ensure that they are medically fit and are fully aware of any immunisations and/or medical considerations relating to the destination country.

15.4 In the event of any incident affecting the School Trip, you acknowledge and agree that the School shall be the initial and primary point of contact. The School shall make contact with the School's nominated point of contact as soon as reasonably practicable, once it is satisfied as to the safety and welfare of the Participants and other people on the School Trip. You agree that the School shall lead any incident management plan, activity and communication and you shall ensure that any communication relating to the incident for whatever reason, shall be strictly coordinated and through the School.

## 16 INSURANCE

16.1 Subject to the terms of this clause 16, all Participants will be covered under a Group Personal Accident and Travel Insurance policy, whilst participating in an organised trip and involving travel outside of the school premises. Cover shall be effective from the time of departure from the participant's place of residence or the school premises, whichever is left last, at the commencement of the trip until arrival back at the Participant's place of residence or the school premises, whichever is reached first, upon completion of the trip. Such cover provides a range of benefits resulting from Personal Accident and Travel (including repatriation) whilst on an organised Trip, subject to the policy terms, provisions and exclusions. A copy of the Insurance Product Information Document is enclosed and sight of the full policy wording and schedule is available on request.

16.2 The Group policy in addition shall provide cover for pre-departure events or losses (including, cancellation). Cover for cancellation commences when the trip is booked during the period of insurance and will be subject to the policy terms, provisions. and exclusions.

16.3 The Group policy provides cover for loss or damage to Participants' personal possessions whilst on School Trips. A deduction will be made for wear and tear and loss of value depending on the age of the property and the amount payable by Insurers is limited in respect of valuable items. **We recommend that participants have their own insurance for such items.**

## 17 DATA PROTECTION AND PUBLICITY

17.1 Our full privacy policy is available to view on our website and details how we process personal information in connection with you, the Participants and your School Trip, in accordance with the Data Protection Legislation.

17.2 Parents are required to provide written consent and Participants in lower and upper sixth (year 12 and 13) will be required to provide their own consent to share data, where appropriate.

17.3 The School will retain copies of the Participant's personal data (as the term is defined under the Data Protection Legislation) in accordance with the School's Data and Document Retention Policies (available on request) and the Data Protection Legislation.

## **18 IF YOU HAVE A COMPLAINT**

- 18.1 If you have a complaint about the School Trip or its arrangements during the School Trip, you must inform the School immediately and the School who will endeavour to put things right with the School Trip Leader. If the complaint is not resolved whilst the Participant is on the School Trip, you must communicate any complaint to us in writing by email to the School Trip Leader providing all relevant information. We must receive any such complaint not later than 14 days of the date of the Participant's return from the School Trip.
- 18.2 If you fail to follow this procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in destination and this may affect your rights under this Contract.
- 18.3 In the event that your complaint is not resolved and that there remains a dispute between you and the School or an issue to be determined, before resorting to any legal proceedings, we each agree that we will attempt to resolve the matter by dialogue conducted expeditiously and in good faith. If we both agree that it would assist further negotiation or resolution of the issues, we shall jointly appoint an external mediator (at the reasonable cost of the School) to assist our negotiations in the expectation of producing an agreed resolution. We shall both cooperate fully with the mediator and act in good faith in working with him/her to obtain a fair resolution.

## **19 ASSISTANCE**

Where during the School Trip a Participant is in difficulty, we will provide reasonable assistance without undue delay. This may include providing information on health services, consular assistance, assistance with distance communications or helping them find alternative travel arrangements. In the event that the difficulty is caused intentionally by the Participant, or as a result of the negligence of the Participant, then we may charge a reasonable fee for providing such assistance.

## **20 GENERAL**

- 20.1 We shall be entitled to novate or assign the Contract or any part of it to any third party. You shall not be entitled to assign the Contract or any part of it without our express written consent.
- 20.2 If any of these Conditions are found by any court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the clause and Contract shall not be affected and shall remain valid and enforceable to the extent permitted by law.
- 20.3 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 20.4 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 20.5 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a

party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 20.6 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 20.7 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract, any contract or their subject matter or formation.