

SCHOOL VISITS AND TOURS INCLUDING PACKAGE TOURS

PART 2

INFORMATION FOR PARENTS

Revised Sept 2017

BEDFORD SCHOOL

INFORMATION FOR PARENTS ABOUT PACKAGE TOURS AND VISITS ORGANISED BY THE SCHOOL INCLUDING CONTRACTUAL MATTERS

INTRODUCTION

1.1 This booklet has been written in accordance with the Package Travel, Package Holidays and Package Tours Regulations 1992 which became law on 31st December 1992. These regulations were introduced to protect all those who purchase a package holiday, travel scheme or tour. The regulations apply to the sale and performance of a package. A package is defined as the pre-arranged combination of at least two out of transport, accommodation and other significant services when offered at an inclusive price and when the service covers a period in excess of 24 hours or includes overnight accommodation. This document provides certain general information for parents and boys about the common aspects of tours and visits organised by the School which are subject to the 1992 law.

1.2 Not all sections of the booklet may be relevant to all tours. In such cases, the information circulated to parents by the organiser will make it clear which sections of this booklet do not apply to a particular tour or visit.

1.3 We are required by the law to make it clear to you that this booklet and the other information about a particular package sent to you by the organiser form the basis of a legal contract between Bedford School and the parents of individual boys. Once you have signed the booking form for a package and paid your deposit, a formal contract exists between the School and the parents.

1.4 The areas covered by this booklet are:

- a. Information to be provided to parents by the organiser.
- b. General terms and conditions including the security of money paid to the organiser.
- c. Contractual conditions.
- d. Insurance.
- e. Code of Conduct to be followed by pupils.
- f. Supervision.
- g. Health and Safety.
- h. Field Centres and Activity Centres.

1.5 Any queries about a particular tour or visit should be addressed to the organiser in the first instance and thereafter to the Head Master, (Headmaster of Bedford Preparatory School for tours organised by the Preparatory School). Any questions about the contractual position or insurance should be addressed to the Bursar.

1.6 The School has appointed an Educational Visits Coordinator (EVC) to advise on and oversee the planning of all school trips and tours. This includes the development of a detailed risk assessment prior to a trip/activity being approved by the Head Master.

INFORMATION THAT WILL BE PROVIDED BY THE ORGANISER

2.1 This information may be provided via a brochure, letter to parents, e-mail or via a verbal presentation made to parents to which they are specifically invited. If neither parent is able to attend, the information must be given to them separately, either verbally or in writing. Where basic information is only given verbally, a record of what was said will be kept by the School.

2.2 The information will contain the following:

2.2.1 Details of those for whom the package is designed. Only eligible pupils can apply to attend and, if the question of transfer of a place arises later, places may only be taken by those originally eligible without the specific agreement of the organiser.

2.2.2 The date that each document about the package was issued.

2.2.3 The destination(s) and type of travel involved. This will normally include some indication as to the category and comfort of the means of transport and accommodation involved.

2.2.4 Meals which are included in the package. This will include some information about provision for those with special dietary needs.

2.2.5 Passport and visa requirements and health formalities for travel abroad.

2.2.6 A statement as to the minimum viable number for the package and the deadline for advising applicants that the package has been cancelled.

2.2.7 The cost of the package. The organiser will say if this is a fixed price or whether it is a guide price only. Where it is not possible to quote a fixed price when the package is first advertised, the organiser will make this clear. Any additional payments required, arising through causes outside the control of organiser, will be fully explained and justified as soon as possible after the organiser is made aware of the additional cost.

2.2.8 If payments may be made in stages, the organiser will state the dates by which the various payments must be made. The organiser will state any cancellation penalties.

2.2.9 The itinerary for the package.

2.3 The organiser will ask you to complete a booking form for the package. It must be signed by one parent on behalf of both or guardian and also by the pupil.

**GENERAL TERMS AND CONDITIONS ATTACHED TO THE
INFORMATION ABOUT A PACKAGE PROVIDED BY
BEDFORD SCHOOL**

These terms and conditions apply to all packages organised by or on behalf of Bedford School (including Bedford Preparatory School).

3.1 Bedford School will take all reasonable steps and will exercise all due diligence to ensure that the details of the package offered are correct, at the time the information about the package is circulated to parents and/or pupils, in accordance with the 1992 Regulations.

3.2 Changes may be made to the package before a booking is made, in which case the organiser will notify you of the changes before a contract is concluded and will provide you with written details of the changes prior to a booking being made.

3.3 Security of Money and Payment. All payments made for the package will be held in trust for parents by the Bedford School Trust Central Bank to which all cheques for packages should be made payable. Where the package is being purchased from a reputable supplier, Bedford School will ensure that bonding or insurance arrangements exist for money paid over and for the repatriation of the pupil in case of the insolvency of the organisation responsible for the package.

3.4 Suitable insurance is mandatory for all packages. A blanket policy is arranged by the School for all trips and tours. Parents should be aware that limits and excesses apply to this policy. Details of these are available from the Bursary on request; they may vary from year to year. Further details about insurance are included at Section 5.

3.5 Parents or pupils may organise their own insurance but this may only be in addition to that organised by the School.

GENERAL TERMS OF THE CONTRACT FOR A PACKAGE OFFERED BY BEDFORD SCHOOL

4.1 The travel destination(s) and, where periods of stay are involved, the relevant periods with dates, are as stated in the information provided by the organiser of the package.

4.2 The means, characteristics and categories of transport to be used and the dates, times and points of departure and return are as stated by the organiser in the information provided when the package was offered.

4.3 Where the package includes accommodation, its location, its tourist category or degree of comfort, its main features and, where the accommodation is to be provided in a member state of the EU, its compliance or otherwise with the rules of the member state are as stated in the information about the package provided by the organiser.

4.4 The organiser undertakes to ensure, as far as is reasonably practicable, that the accommodation provided complies with the legal rules of the EU member state in which the accommodation is located. UK centres will be licenced, where this is a legal requirement.

4.5 Meals to a satisfactory standard will be provided as stated in the details about the package. Where meals are not provided, information about the availability, typical cost and time available for consumption will be provided by the organiser as far as possible.

4.6 The School reserves the right to cancel the package, without penalty to the School, if an insufficient number of pupils to make the package viable are forthcoming by the deadline originally stated by the organiser when the package was first advertised.

4.7 The itinerary for the package stated by the organiser is as accurate as possible but the School accepts no responsibility for inaccuracies about which it was unaware at the time details were published.

4.8 Bedford School does not accept liability for cancellation of any visits, excursions or other services which are included in the total price of the package if such cancellation arises for reasons outside the control of the organiser but will take all reasonable steps to arrange a suitable alternative activity.

4.9 Bedford School undertakes to provide each pupil attending the package with basic details of the organiser, any travel agent or external organiser, field centre or activity centre and a contact name and telephone number in Bedford. It also undertakes to provide outline details of the insurance cover provided under the package.

4.10 Bedford School reserves the right to vary the price of the package to allow for unforeseen variations in transportation costs and the exchange rate.

4.11 The times and method of payments will be clearly explained in the information provided by the organiser. Late payment will attract an interest penalty calculated at base rate plus three per cent for each day that the payment is overdue.

4.12 Any special conditions stipulated by the pupil as a condition of making the booking and which are accepted by the School in writing will be regarded as part of this contract.

4.13 It is the responsibility of the pupil and his parents to ensure that, once he has been made aware of the requirements for the package by the organiser, he has the correct passport, visas and has complied with the health formalities before the start date of the package. The School will not accept failure to comply with these requirements as a legitimate reason for cancellation and the School will be entitled to obtain and retain the full cost of his place on the package from the pupil and his parents.

4.14 The cancellation terms of the package are as set out in the information about the package advertised by the organiser. In the event that no such terms have been advertised, the School shall be entitled to retain any deposit paid in the event of cancellation for any reason whatsoever once the booking has been accepted and the School shall be entitled to retain the full price of the package if cancellation is made for any reason whatsoever within two weeks of the departure date.

4.15 In the event of any perceived failure or inadequate performance under the contract, the pupil must immediately complain, in writing if possible, to the organiser of the package or another member of staff accompanying the package. A full report of the alleged failure must be made in writing by the pupil or his parents to the Bursar within a week of the pupil's return.

4.16 Subject to any specific conditions made by the operator, a pupil who is prevented from proceeding with a package after making a booking may transfer the package to another eligible pupils provided that:

- a. A least thirty days' notice is given of the name of the transferee.
- b. The other pupil conforms to the criteria for the package as described in the information circulated by the organiser.
- c. The reason for the transfer is accepted by the School.
- d. It is accepted that the transferor and the transferee and their parents remain jointly and severally liable for any monies outstanding.
- e. Both the transferor and the transferee and their parents remain jointly and severally liable for any additional costs arising from such a transfer.

4.17 If any essential term of the contract is altered significantly, the organiser undertakes to notify the student as soon as possible. Any intention to withdraw from the package must be notified in writing to the organiser by the pupil or his parents within 14 days of receiving details of the changes to the package.

4.18 The organiser undertakes to take out insurance cover against unavoidable cancellation and additional costs incurred due to delayed or missed departure. The pupil and his parents agree to refund to the Bedford School Trust Central Bank any compensation obtained under the latter heading.

4.19 Where Bedford School, or package organiser acting on the School's behalf, fails to perform the contract or there is improper performance of the contract the liability of the School will be limited to the cost of the package.

INSURANCE

5.1 The School's normal liability insurance covers our responsibilities as organisers of School tours, packages and visits which are authorised by the Head Master. It does not cover activities organised by a member of staff acting as a private individual. Whilst the School will take all reasonable care in choosing the suppliers of services such as ferry companies, coach operators, field centres or activity holiday centres and will carry out checks as far as possible that they have the necessary legal liability insurance, the School cannot accept responsibility for the actions or negligence of such suppliers which are outside our control.

5.2 The School covers those attending trips, tours and packages under the School Travel Insurance Scheme. Details of the cover are available from the Bursary and are updated each year. Please note it is a condition of any claim for theft or loss of personal effects or cash that the local police, not just a member of staff, are notified immediately. This is the responsibility of pupils and they may be required to prove that they have done this. Parents should be aware that limits and excesses apply to the School policy.

5.3 For certain tours, additional cover may be arranged by the School. Where this is the case, organisers will notify parents to this effect.

5.4 The School does not take responsibility for belongings or liabilities in excess of the limits and parents are advised that boys should not take valuable items with them or else they should make alternative arrangements to insure them.

5.5 Where unforeseen problems occur, for example delay or curtailment, and where the insurance cover available does not meet all the additional costs incurred by the School as a result of the problem, the School reserves the right to recover the directly related additional costs of the package from the parents.

CODE OF CONDUCT

- 6.1** The Code of Conduct which must be adhered to by all pupils taking part in packages and holidays organised by or on behalf of Bedford School is set out below. Acceptance of the package implies acceptance by both parents and pupil of the Code of Conduct as a basic condition of the contract for the package.
- 6.2** Normal school rules apply in general terms. These will be interpreted sensibly in the light of the particular activity and local conditions. Behaviour must always reflect the high standards determined by Bedford School.
- 6.3** Standards of dress must be appropriate to the activity and occasion. Specific guidelines on clothing and the standard of dress required for a particular package will be issued by the organiser if necessary.
- 6.4** When staying in shared accommodation, including hotels, pupils must show consideration for other guests and must observe the rules laid down by the hotel etc.
- 6.5** Boys must observe the guidelines and timings laid down when given free time out of their accommodation. Boys under 14 must not go out of their accommodation without adult supervision.
- 6.6** The laws, rules and customs of countries must be observed at all times.
- 6.7** Younger boys are not permitted to consume alcohol except on special occasions and then only under staff supervision. Senior boys are not normally allowed to consume alcohol until the evening meal. Permission to consume alcohol is at all times at the discretion of the organiser, or senior member of staff present, and the privilege may be withdrawn at any time.
- 6.8** Any additional rules which are to form part of the Code of Conduct for a particular package will be notified in writing by the organiser before a booking is accepted.
- 6.9** Parents are required to accept responsibility for any damage or costs incurred by their son due to his conduct and actions, whether intentional or not. Any claims made by a third party against a pupil, or the School as a result of his actions, must be met by the pupil's parents in the event that they are not covered by insurance.
- 6.10** A serious breach of the Code of Conduct or of the normal rules of acceptable behaviour may result in the pupil being repatriated or returned home at the expense of his parents. The decision to repatriate or send home a pupil is at the discretion of the package organiser or the senior member of staff accompanying the package. There is no appeal against this decision.

SUPERVISION

7.1 Packages will normally be supervised in the ratio of one adult to ten pupils. Adults supervising may be members of staff, parents who have the relevant experience and who have volunteered to act in this capacity or instructors supplied by a field centre etc. Activities which require a closer degree of supervision, for example adventurous activity camps, hillwalking expeditions etc may need to be supervised by one member of staff or other adult to five or six pupils.

7.2 Adults who agree to act as supervisors will, at all times, act under the direction of the organiser of the package. In the case of parents or other unpaid volunteers, they will be covered by insurance as if they were members of staff at Bedford School.

7.3 Regardless of the number of pupils, the School requires at least two members of staff to accompany pupils on all packages organised by or on behalf of Bedford School.

7.4 If a pupil joins or leaves a package during the course of the package, including the outward or inward journey, by prior arrangement with his parents, the School's duty of supervision does not commence until the pupil has joined the party and informed the organiser of his presence and ceases as soon as the pupil departs from the remainder of the party.

7.5 School Exchanges and Hosting – When it is deemed feasible, every endeavour will be taken to ensure the CRB checks or equivalent host nation checks are undertaken to vouch for the suitability of a host family. Contact will be made with the host/exchange school in the first instance and communication arrangements set-up whenever possible for parents/boys to establish contact prior to a trip's departure.

HEALTH AND SAFETY

8.1 The School has a Health and Safety policy which covers activities off the School premises.

8.2 A risk assessment will be carried out by the organiser before any activity, trip or tour undertaken by the School. This includes an assessment of travel arrangements, accommodation, location, organised activities and recreational activities. All risk assessments are scrutinised by the EVC before a proposed tour is approved.

8.3 All parents are required to complete, and return, a medical form (ANNEX D) for their son(s) giving full details of any previous illnesses, current medication and their consent to the administration of medication/medical help during the course of the trip. This form will be sent to parents by the organiser.

FIELD CENTRES AND ACTIVITY CENTRES

9.1 Bedford School will take all reasonable care to check the suitability of all components of a package which it is organising or which has been organised on its behalf by a member of staff with the approval of the Head Master. This includes the operation of field centres and activity centres which it is using as part of the package. The organiser will ensure that such centres in the UK which are required to be licensed under the Activity Centres (Young Persons Safety) Act 1995, the Adventure Activities (Licensing) (Designation) Order 1996 and the Adventure Activities Licensing Regulations 1996 are licensed in accordance with the law. In all other cases where centres are used in the UK, the organiser will take all reasonable steps to verify that the staff employed by the centre are suitably qualified and the activities are properly supervised. A check list of UK Centres will be completed to verify compliance with the law and with best practice, as far as this is possible. However, parents are informed that it is not always possible to inspect facilities and to verify other aspects in person before a package takes place.

9.2 It is School policy that at least one member of staff accompanying the package will have the necessary experience to adequately assess the competency of both the centre staff and the activity arrangements. Where the member of staff concerned feels that basic safety standards are being compromised, pupils will be withdrawn from that activity, without compensation for such withdrawal unless this can be obtained from the centre, until the necessary standards can be met.

9.3 The organiser will be responsible for ensuring that any safety guidelines for an activity laid down by Bedford School are observed at all times by pupils, regardless of other instructions in force at the centre.

J HODGSON
Head Master