

# BOOKING CONDITIONS



School & group activity trips

## School & Group Activity Trips

Please take time to read through our terms and conditions of booking as detailed below, as these form the basis of the contract between us. We also provide further information for Group Leaders on our website: [www.rockley.org/schools](http://www.rockley.org/schools)

### 1. YOUR CONTRACT

Your contract is between the school or group named on your confirmation of booking and Rockley Watersports Ltd (hereinafter referred to as "the Company").

### 2. BOOKINGS

No booking will be final and no contract will be entered into until a deposit as shown in the price schedule has been received by the Company for each paying place and has been acknowledged in writing by the Company. This deposit is non-refundable, unless a refund falls within the terms of the insurance cover. Provisional bookings will be acknowledged in writing by the Company and will only be held for 15 days from the date of acknowledgement. The Group Leader accepts the Company's terms and conditions of booking on behalf of all members of the group and will be our point of contact for correspondence.

### 3. COST OF YOUR TRIP

The Company's prices are published in good faith, based on the current academic year. If amendments to term dates alter peak dates, the Company reserves the right to amend the published price bands. The exchange rate used for overseas trips and quoted below was published in "The Guardian" on 2nd February of the year of your trip.

The Company reserves the right to increase or decrease the prices of unsold trips at any time. The price of your chosen trip will be confirmed at the time of booking. Once the price of your chosen trip has been confirmed at the time of booking, then subject to the correction of errors, the Company will only increase or decrease the price in the following circumstances. Price increases after booking will be passed on by way of a surcharge. A surcharge will be payable if transportation costs and/or dues, taxes or fees payable for services, such as embarkation or disembarkation fees at ports, increase or the Company's costs increase as a result of any adverse changes in the exchange rates which have been used to calculate the cost of your trip. Even in the above cases, the Company will absorb increased costs up to a total amount equivalent to 2% of the cost of your confirmed trip (excluding insurance premiums and any amendment charges). Only if the increased costs exceed this 2% will the Company levy a surcharge. If a surcharge is greater than 10% of the cost of your trip (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies paid to the Company except for insurance premiums and amendment charges. You have 14 days from the issue date printed on the surcharge invoice to inform the Company if you want to cancel for this reason. If you do not inform the Company that you wish to cancel within this period of time, the Company is entitled to assume that you do not wish to cancel and you will pay the surcharge. We reserve the right to impose surcharges due to government action.

### 4. PAYMENT OF BALANCES

A booking is confirmed on receipt of an initial deposit of £50 per paying place (£100 if booked with a flight option). The outstanding balance for your trip should be paid as detailed below:

- Second Deposit £60 per paying place due 3 months after 1st Deposit or 1st February in year of trip, whichever is soonest.
- Balance due 2 months prior to your departure date.

If the Second Deposit or Balance is not paid by the due date then we reserve the right to cancel your booking. In such a situation: If the Balance is not paid in time, we reserve the right to retain the First and Second Deposit. If the Second Deposit is not paid in time, we reserve the right to retain the First Deposit. Any credit or discount to your booking will be applied to your final balance due.

### 5. CANCELLATION BY YOU

You, or any member of your group, may cancel your trip at any time. In this event the following conditions will apply:

1. The deposit(s) paid may be transferred to a substitute member travelling within the same booking, however, an administration charge of £20 per transfer will be made.
2. If no substitute member, any monies, except the deposits so far paid will be refunded in full. If less than 2 months prior to departure date: No refund is due.

The date of cancellation is the date of the receipt of written advice to the Company's office in Poole. NOTE: The cancellation charges can be refunded via the school group insurance, provided that the cancellation falls within the terms of the policy - i.e. necessary cancellation due to injury or illness. Claims must be made directly with the insurance company.

### 6. GROUP SIZE AND GROUP TRAVEL

The Company has a minimum group size of 10 for trips to UK centres. For overseas trips the minimum group size is 30. Groups of less than 30 (full paying) cannot be guaranteed to be picked up from their school and in some cases you may be required to share the coach with another school group. There is a surcharge per school for groups of less than 30 (full paying) to cover transport logistics (such as Feeder Coaches etc). Spare seats in coaches may be used by the Company for their own staff and benefit. If the Company is not providing transport then transport for off-site excursions can only be provided if booked as an extra. Subject to availability and agreement by us, you are able to increase or decrease your group size, you should be aware that changes to your group size may affect the number of concessionary places that your group are entitled to.

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## 7. ALTERATIONS BY YOU

The Company will, wherever possible, try to arrange any alterations you may request after the contract is formed. Alteration requests must be made in writing to the Company. Any new places added to the booking will be treated, for the purposes of these terms and conditions of booking, as if they had been named on the original booking. Any places removed from the booking form will be treated as cancellations and Section 5 above applies.

## 8. COMPANY ALTERATIONS

The arrangements detailed in this booking and in the Company's Brochure and on the Company's website are given in good faith at the time of printing or publication. The Company reserves the right to provide comparable alternative arrangements if operational or other considerations so dictate. Most changes will be minor and will be advised at the earliest possible date. No employee or representative of this Company has the authority to verbally vary these terms and conditions or the information within our brochure, other Company literature or to enter into verbal agreements with customers of the Company. No variation in these conditions or otherwise in the terms upon which a trip is booked and no promise to refund money paid to the Company shall be valid unless in writing and signed by a Director of the Company. For trips abroad only, and limited to where payments are NOT received by the due dates, the price of your trip may be subject to surcharge as a result of currency fluctuations. In the event of a surcharge being necessary we will undertake to bear the first 2% of the increase.

## 9. GROUP LEADER'S RESPONSIBILITY

The Group Leader is responsible for obtaining relevant safety and medical information for ALL members of the group and providing Rockley Watersports with this information in good time for the trip. It is the Group Leader's responsibility to ensure that they are in possession of all necessary travel and health documents for all members of the group before departure. The Company will provide the Group Leader with a Behaviour Charter outlining the standard of behaviour as well as certain rules with regard to safety that the group must adhere to. The Group Leader is responsible for ensuring that all members of the group are aware of the Company's Behaviour Charter.

## 10. BEHAVIOUR & SUPERVISION

All teachers and other adults accompanying a group agree to act 'in loco parentis' and be responsible for the good behaviour of their students and will adequately supervise their own group. On activity sessions, this responsibility is delegated to the Company's or the Company's subcontractors. Whilst at centre, the Group Leader will, on a daily basis, nominate two adult members of the group to be the duty contact staff throughout the day, evening and night for the group. Where damage is caused to the Company's or Company's subcontractors equipment e.g. boats, tents, etc as a result of willful damage by a group member or under the influence of drink or drugs, or as a result of a group member not obeying the Company staff's instructions, then the group will be responsible for the full amount of the repair or replacement. The Company expects all members of a group to have consideration for other people. If in the Company's

reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your group 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, the Company is entitled, without prior notice to terminate the trip of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the Company's centre. The Company will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and the Company will not pay any expenses or costs incurred as a result of the termination.

## 11. FORCE MAJEURE

The Company reserves the right to cancel/curtail your trip due to circumstances amounting to 'Force Majeure' - these include, but are not limited to, war, riots, government action, terrorism, weather conditions, strike action and all similar events outside the Company's or the supplier of contracted services' control which prevent or effect the Company's contractual obligation. Where such circumstances occur the Company will not be liable to pay you refunds or compensation.

## 12. COMPANY LIABILITY

The Company accepts responsibility should any of the services which we are contractually obliged to provide prove deficient or not of reasonable standard. This includes responsibility for the acts or omissions of any of our employees, subcontractors and suppliers. Save that as detailed below, no liability is accepted for death, injury or illness. The Company does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of the Company, employees, suppliers or subcontractors. In addition, the Company is NOT liable for death, injury or illness caused by an activity outside of the Company's activities. The Company cannot accept liability for causes of dissatisfaction which are not notified to us, in writing, within 28 days of completion of the trip. The Company is only liable for the provision of special requests where the Company has confirmed their availability in writing beforehand.

## 13. BROCHURES

The Company's brochures are prepared some months in advance. Every reasonable effort is made to ensure the accuracy of the facts contained in the published brochures. If the Company ascertains or is notified of any subsequent changes to the published details herein, the Company will advise you as soon as is reasonably possible.

## 14. PERSONAL PROPERTY

Your personal property, including baggage, is your own responsibility at all times, unless any loss or damage is due to the negligence or failure of the Company to carry out its responsibility.

## 15. TRAVEL TICKETS

All travel tickets or other vouchers provided before the trip are valid for that particular trip and no refunds can be made if lost, mislaid or unused.

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## 16. COMPANY STAFF

In the interests of the safety of the group, as well as individuals, the Company's Representatives have complete discretion over all water-based activities and any other activities arranged by the Company regarding weather conditions and their assessment of group members' ability. All water-based activities are offered subject to availability. The Company cannot be held responsible for loss of use of watersports equipment due to adverse weather conditions.

## 17. RESTAURANTS AND LOCAL FACILITIES

In early and late season some restaurants and local facilities may be closed and although mentioned in the brochure and Trip Planner, cannot be guaranteed.

## 18. SPECIAL REQUESTS

Any special requests must be clearly notified to the Company in writing. The Company will endeavour to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. The Company cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract.

## 19. COMPLAINTS PROCEDURE

It is the Company's aim to give you an enjoyable and trouble-free trip. If you do have a problem or complaint it is important and in your own interest to tell your Centre Manager so that steps can be taken to resolve the matter on the spot. If your complaint cannot be resolved there and then, please put in writing your complaint to [hello@rockley.org](mailto:hello@rockley.org), where you will receive a response within 48 hours. The Company cannot consider any complaint unless it is received, in writing, within 28 days of your group's return from their trip. Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration, if you so wish, under a special scheme which is administered quite independently by the Chartered Institute of Arbitrators.

## 20. IMAGES

From time to time authorized parties may carry out photography and/or video recording. You agree that we may use such images in promotional, advertising or publicity material in any form whatsoever. You further agree that copyright rests with such authorized parties and/or the Company.

## 21. FEEDBACK

The Company may use your written feedback in promotional materials whether this is received in the form of letters, our customer satisfaction questionnaires or in emails. If you would rather not be quoted, please let us know on any written feedback you send us.