

## **School Visits and Tours Including Package Tours**

### **Information for parents regarding 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 that became law on 31 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 pupils about the common aspects 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 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 Modern School and the parents of individual pupils. Once you have signed the booking form for a package and paid your deposit, a formal contract exists between the School and parents.
- 1.4 The areas covered in 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) Supervision
  - f) Health & Safety
  - g) Field Centres and Activity Centres
  - h) Code of Conduct to be followed by pupils – Appendix 1 provides a template. All overseas trips/tours will produce a trip-specific Code of Conduct.
- 1.5 Any queries about a particular tour or visit should be addressed to the organiser in the first instance and thereafter to Mr M R Price, Educational Visits Co-ordinator, (the Head of the Junior School for tours organised by the Junior School). Any questions about the contractual position or insurance should be addressed to the Bursar.

#### **Information that will be provided by the Organiser**

- 2.1 This information may be provided via a brochure, letter to parents or via a verbal presentation made to parents and 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 and is sent to parents who are unable to attend.

- 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.
  - 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 the organiser, will be fully explained and justified as soon as possible after the organiser is made aware of the additional costs.
  - 2.2.8 If payments are to 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 and booking form for the package.
  - 2.2.10 Code of Conduct. See Appendix 1. All pupils must follow both the school rules and the rules of the country they are visiting and adhere to all instructions from staff whilst on the trip. The organiser may produce a trip specific Code of Conduct which will be signed by both pupils and parents following an information evening regarding the trip. Acceptance of the package implies acceptance by both parents and pupil of the Code of Conduct as a basic condition of the contract for package.

## **General terms and conditions attached to the information about a package provided by Bedford Modern School**

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

- 3.1 Bedford Modern 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 for parents by Bedford Modern School to which all cheques for packages should be made payable. Where the package is being purchased from an external supplier, Bedford Modern 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 Bursar's PA on request; they may vary from year to year. Further details about insurance are included at Section 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 Modern 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, 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 that 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 (if appropriate) in which the accommodation is located. UK Centres will be licensed, 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 Modern 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 Modern School undertakes to provide each parent with basic details of the organiser, any travel agent or external organiser, field centre or activity centre and a contact name and telephone number of the BMS Emergency Contact for the trip. It also undertakes to provide outline details of the insurance cover provided under the package.
- 4.10 Bedford Modern 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 two 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 a part of this contract.
- 4.13 It is the responsibility of the pupil and his/her parents to ensure that, once he/she has been made aware of the requirements for the package by the organiser, he/she has the correct passport, visas and has complied with the health formalities. Parents must ensure that they inform the school and tour operator of pre-existing medical conditions which may affect their ability to participate, possibly at late notice, when agreeing to 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/her place on the package from the pupil and his/her 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 is entitled to retain any deposits paid in the event of cancellation for any reason whatsoever once the booking has been accepted and the school should 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/her parents to the School Finance Manager within a week of the pupil's return.
- 4.16** Subject to any specific conditions made by the organiser, a pupil who is prevented from proceeding with a package after making a booking may ask the school to transfer the package to another eligible pupil provided that:
- a) At least 30 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 pupil as soon as possible. Any intention to withdraw from the package must be notified in writing to the organiser by the pupil or his/her 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 missed departure. The parents agree to refund Bedford Modern School any compensation obtained under the latter heading.
- 4.19** Where Bedford Modern School, or the 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 that are authorised by the Headmaster. 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 Bursar's PA and are updated each year. Please note that 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 pupils should not take valuable items with them or else they should make alternative arrangements to insure them.
- 5.5 When 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 any directly related additional cost of the package from the parents.

## Supervision

- 6.1 Historical guidelines for levels of supervision, such as those in the Department for Education and publication Health and Safety: advice on legal duties and powers for local authorities, school leaders, school staff and governing bodies February 2014.

1 adult for every 6 pupils in school years 1 to 3  
(under 5's reception classes should have a higher ratio)

1 adult for every 10 – 15 pupils in school years 4 to 6

1 adult for every 15 – 20 pupils in school years 7 onwards

**However, it is not possible to be prescriptive about staff: pupil ratios and actual levels of supervision are based on a process of risk assessment. Where activities involved demand a higher degree of supervision, the ratios may need to be increased above those indicated above. 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 field centre etc. \***

\* Parent would require DBS check for residential trip and does not count as part of staff to student ratio

A teacher who is a parent can attend a trip but does not count in the ratios and should never be in sole charge of a group with their child in.

- 6.2 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 Modern School.
- 6.3 Regardless of the number of pupils, the School would endeavour to have at least two members of staff to accompany pupils on all packages organised by or on behalf of Bedford Modern School subject to discussion with the EVC.
- 6.4 If a pupil joins or leaves a package during the course of the package including the outward or inward journey by prior arrangements with his/her parents, the School's duty of supervision does not commence until the pupil has joined the party and informed the organiser of his/her presence and ceases as soon as the pupil departs from the remainder of the party.

## Health and Safety

- 7.1 The School has a Health & Safety Policy that includes activities off the School premises.
- 7.2 Individual risk assessments will be carried out by the organiser for each aspect of the package, whether that is BMS staff and/or external providers.
- 7.3 The organiser will be fully aware of any student with special medical needs highlighted by parents on their returned and signed medical consent forms. Fully Comprehensive First Aid kits will be taken on every trip and will be available in each vehicle used. At least one first aid trained member of staff will attend the tour and this will increase depending on number of students attending.

- 7.4 Written consent from parents is not required for pupils to take part in the majority of off-site activities organised by the school as most of these activities take place during school hours and are a normal part of the child's education at the school. However, parents should be told where their child will be and when not on school premises and of any extra safety measures required. This can be via a specific communication, or a more general termly calendar or similar. An annual consent form is used to cover local, low risk, low cost trips within the school day. Individual written consent is usually only requested for activities that need a higher level of risk management, occur away from school (including overseas and overnight), take place outside school hours or have a significant extra cost.

## Field and Activity Centres

- 8.1 Bedford Modern 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 Headmaster. 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 Great Britain which are required to be licensed under the Activity Centres (Young Person's Safety) Act 1995, and the Adventure Activities Licensing Regulations 2004 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 checklist for UK Centres will be completed to verify compliance with the law and with the 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.
- 8.2 **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 centre staff and 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.
- 8.3 The organiser will be responsible for ensuring that any safety guidelines for activity laid down by Bedford Modern School are observed at all times by pupils, regardless of other instructions in force at the centre.
- 8.4 **Relevant national policy documents**  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/335111/DfE\\_Health\\_and\\_Safety\\_Advice\\_06\\_02\\_14.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/335111/DfE_Health_and_Safety_Advice_06_02_14.pdf)
- 8.5 <http://www.hse.gov.uk/services/education/school-trips.pdf>



Headmaster



Finance Manager

Alex Tate  
Headmaster

Michele Lavelle  
Finance Manager

Interim review October 2017  
Review Date Spring 2018

## APPENDIX 1

### School Visits and Tours – Generic Code of Conduct – to be individualized for each trip

<u>Trip Title:</u>	<u>Trip Leader:</u>
<u>Date and Venue:</u>	

<p><b>Code of Conduct:</b> The code of conduct that must be adhered to by all pupils taking part in packages in the holidays organised by or on behalf of Bedford Modern 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 package.</p>	<b>Read ✓</b>
<ul style="list-style-type: none"> <li>• Behaviour must always reflect the high standards demanded at Bedford Modern School.</li> <li>• Standards of dress must be appropriate to the activity and occasion. Specific guidelines on clothing and the standards of dress required for a particular package will be issued by the organiser if necessary.</li> <li>• When staying in shared accommodation, including hotels, pupils must show consideration for other guests and must observe the rules laid down by etc.</li> <li>• Any pupils in a relationship are not permitted to share a room.</li> <li>• Pupils must observe the guidelines and timings laid down when given free time out of their accommodation without adult supervision.</li> <li>• The laws, rules and traditions of foreign countries must be observed at all times.</li> <li>• There is to be no smoking of e/cigarettes at any time.</li> <li>• Younger pupils are not permitted to consume alcohol except on special occasions and then only under staff supervision. Senior pupils are not allowed to consume alcohol until the evening meal. Permission to consume alcohol at all is at the discretion of the organiser or senior member of staff present and the privilege may be withdrawn at any time.</li> <li>• Any additional rules which are to form part of the code of conduct for a particular package will be so notified in writing by the organiser before a booking is accepted.</li> <li>• Parents are required to accept responsibility for any damage or costs incurred by their son/daughter due to his/her 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/her actions, must be met by the pupil's parents in the event that they are not covered by insurance.</li> </ul> <p>A serious breach of the code of conduct or a breach of the normal rules of acceptable behaviour may result in the pupil being repatriated or returned home at the expense of his/her parents. It would be expected that every effort should be made for the parents to collect their son/daughter should this decision be made. The decision to repatriate or send home a pupil is at the discretion of the senior member of staff accompanying the package</p>	

in consultation with the duty Educational Visits Coordinator and Leadership Team. There is no appeal against this decision. Following the decision, further disciplinary measures will be taken in consultation with the Headmaster which may include eligibility to attend further School Trips.	
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<b>I have read the above and agree as stated</b>	
<b>Name of Student:</b>	
<b>Signature of Student:</b>	<b>Date:</b>
<b>Name of Parent:</b>	
<b>Signature of Parent:</b>	<b>Date:</b>