

School Visits and Tours Including Package Tours

Information for parents regarding package tours and visits organised by the School including contractual matters.

Note: The implications of the proposed exit of the UK from the EU are still not fully understood. When they become clear this policy will be revised to take account of any legislative changes. Until that time, the terms of this document remain valid.

1. Introduction

1.1 This document 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 students about the common aspects and visits organised by the School, which are subject to the 1992 law.

1.2 Not all sections of the document 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 document do not apply to a particular tour or visit.

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

1.4 The areas covered in this document 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 students - 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 Educational Visits Co-ordinator (EVC) for Senior School tours, or 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 Director of Operations.

2. Information that will be provided by the Organiser

- 2.1** 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 will be 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 students can apply to attend and, if the question of transfer of a place arises later, places may only be taken by those originally eligible with ~~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. With some packages, it may be necessary for students to obtain their own visa requirements. If necessary, the organiser will provide the relevant details and information to do this.
 - 2.2.6** A statement as to the minimum viable number for the package. Should take up be less than the minimum number, it is unlikely that the trip will take place.
 - 2.2.7** Keeping Children Safe in Education 2020 (including Annex C) A deposit payment will be required to secure a place on the package. The organiser will state the amount of the deposit and when this should be paid. Payment of the deposit confirms the booking and will be non-refundable and as such constitutes a commitment to the package.
 - 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. A copy of the Tour Operator's Terms and Conditions will be provided once a booking has been made and deposit paid.
 - 2.2.10** Code of Conduct. See Appendix 1. All students must follow both the School rules and the rules of the country they are visiting and adhere to all instructions from staff/helpers whilst on the trip. The organiser may produce a trip specific Code of Conduct which will be signed by both students and parents following an information evening regarding the trip. Acceptance of the package implies acceptance by both parents and student of the Code of Conduct as a basic condition of the contract for package.

3. 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 students, in accordance with the 1992 regulations.
- 3.2** Any changes may be made to the package before a booking is made will be communicated to parents before a contract is concluded and written details of the changes prior to a booking being made will be provided.
- 3.3** Payments for trips should be made electronically through the Parent Portal page of the Bedford Modern School website using Wisepay. Payment of a deposit forms part of the booking and constitutes a commitment to the trip
- 3.4** Security of Money and Payment. All payments made for the package will be held for parents by Bedford Modern School. 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 student in case of the insolvency of the organisation responsible for the package.
- 3.5** 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 PA to the Director of Operations, on request and they may vary from year to year. Further details about insurance are included at Section 5. Parents or students may organise their own insurance but this will be in addition to that organised by the School.
- 3.6** Where a package is offered to students in Year 11 or to external students that have applied to the Sixth Form, a deposit will still be required to secure a place. However, if the student is unable to secure a place within the Sixth Form the student will not be able to go on the package and the deposit will be non-refundable, unless the place is filled by another student.

4. 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 necessary, its compliance or otherwise with the rules of that 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 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 students 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 when requested.
- 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 student 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 student 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 the student's 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 student 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 student or his/her parents must immediately raise their concerns, 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 student or his/her parents to the Director of Operations, within a week of the student's return.
- 4.16** Subject to any specific conditions made by the organiser, a student who is prevented from proceeding with a package after making a booking may ask the School to transfer the package to another eligible student. They may be entitled to receive a refund of the balance of the cost of the trip less the non refundable deposit provided that:
- a) At least 30 days' notice is given of the name of the transferee
 - b) The other student 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.
 - f) If no replacement can be found, the cost of the trip will remain payable in full.
- 4.17** If any essential term of the contract is altered significantly, the organiser undertakes to notify the student/parent as soon as possible. Any intention to withdraw from the package must be notified in writing to the organiser by the student 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.

5. 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 Educational Visits Co-ordinator. 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 PA to the Director of Operations 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 students 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, e.g. ski racing, additional cover may be required. This will be arranged by the School and may be at an additional cost. Where this is the case, organisers will notify parents to this effect and any additional cost will form part of the tour cost.
- 5.4 The School does not take responsibility for belongings or liabilities in excess of the limits and parents are advised that students 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.

6. 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 students in school years 1 to 3
(under 5's reception classes should have a higher ratio)

1 adult for every 10 – 15 students in school years 4 to 6
1 adult for every 15 – 20 students in school years 7 onwards

However, it is not possible to be prescriptive about staff: student 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 safeguarding clearance and who have volunteered to act in this capacity, or instructors supplied by the field centre etc. *

* Any Parent would require a DBS check for a residential trip and would not count as part of staff to student ratio.

A teacher who is a parent of a student on a trip may attend a trip but would not count in the ratios and should never be in sole charge of a group containing their child .

- 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 students, the School would endeavour to have at least two members of staff to accompany students on all packages organised by or on behalf of Bedford Modern School subject to discussion with the EVC.
- 6.4 If a student 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 students has joined the party and informed the organiser of his/her presence and ceases as soon as the student departs from the remainder of the party.

7. Health and Safety

- 7.1 The School has a Health and 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 managed by School staff 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 It is the responsibility of parents to identify any medical, wellbeing or other issues that is being experienced by the student. This notification should be made at the time of booking, or as soon as possible if the issue has arisen since the booking was made.
- 7.5 Written consent from parents is not required for students 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 reminder is sent to parents prompting them to update any contact or medical records the School holds for the student via the Parent Portal, this information will be used by the School Nurses for onsite and offsite activities. Electronic consent is requested for activities that bear a cost, need a higher level of risk management, occur away from school (including overseas and overnight), or take place outside school hours.

8. 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 Head. 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, students 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 students, regardless of other instructions in force at the centre.

8.4 Relevant national policy documents

8.4.1 <https://hse.gov.uk/education/visits.htm>

8.4.2 <https://www.hse.gov.uk/services/education/school-trips.htm>

8.4.3 <https://www.hse.gov.uk/services/education/school-trips.pdf>

8.4.4 <https://www.gov.uk/government/publications/health-and-safety-advice-for-schools/responsibilities-and-duties-for-schools>

Mr. A Tate
Head

Mr. R Pooley
Director of Operations

Mr. M Price
Education Visits Co-ordinator

Interim Review February 2021
Review Date October 2021

APPENDIX 1

School Visits and Tours - Generic Code of Conduct

Trip Title:	Trip Leader:
Date and Venue:	

Code of Conduct: The code of conduct that must be adhered to by all students taking part in visits and tours organised by, or on behalf of, Bedford Modern School is set out below. Signing up to the visit or tour implies acceptance by both parents and student of the code of conduct.	Read √
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- Behaviour must always reflect the high standards demanded at Bedford Modern School.
- 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.
- When staying in shared accommodation, including hotels, students must show consideration for other guests and must observe the rules laid down.
- Any student in a relationship are not permitted to share a room.
- Students must observe the guidelines and timings laid down when given free time out of their accommodation without adult supervision.
- The laws, rules and traditions of foreign countries must be observed at all times.
- There is to be no smoking of e/cigarettes at any time.
- Students are not permitted to consume alcohol. 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.
- 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 student or the School, as a result of his/her actions, must be met by the student's parents.

A serious breach of the code of conduct or a breach of the normal rules of acceptable behaviour may result in the student 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 a student home is at the discretion of the senior member of staff accompanying the visit or tour in consultation with the duty Educational Visits Coordinator and a member of the BMS Senior Leadership Team. There is no appeal against this decision. Following the decision, further disciplinary measures may be taken in consultation with the Head which may include ineligibility to attend further School visits/tours/trips.

I have read the code of conduct and agree as stated	
Name of Student:	
Signature of Student:	Date:
Name of Parent:	
Signature of Parent:	Date: