

Terms & Conditions for Parents

We are delighted that your child is to be included on one of our Rockley Adventure School Trips. In order that the trip runs smoothly, safely and of course that everyone (accompanying staff and especially pupils) all enjoy it, we would be grateful if you could read through the following. Section 1 should be read together with your child and you should both agree to follow the guidelines. Our Behaviour Charter is also available on our website www.rockleyadventure.com/parents.

1. Behaviour and Conduct

1.1 Pupils will:

- > Whilst at the activity centre, treat all centre staff with the same respect and manners, as we would expect for all of our school staff.
- > During the outbound journey, the duration of the holiday and the return journey, be expected to behave in a way expected by both parents and school alike (all normal school rules will apply).
- > Follow the guidelines for the coach and ferry travel as detailed by the coach drivers and your teachers at the outset of the journey.
- > Follow the centre and activity rules, which are explained on arrival.
- > Take part in all of the activities, unless there is a medical reason to prevent them from doing so.
- > At all times, wear the unique identification wristband, which is issued on arrival at any of our French centres.
- > Respect other people's property.

1.2 Pupils will NOT:

- > Be allowed to smoke.
- > Be allowed to drink alcohol.
- > Bring, purchase or obtain offensive weapons.
- > Threaten, use violence or bully any other person.
- > Use or have in their possession any drugs, medication or other illegal substances.
- > Remove the unique identification wristband. Pupils without a wristband are not allowed on any activities. Wristbands deliberately removed will only be replaced upon payment of a fee.
- > Enter the tent accommodation of pupils of the opposite sex.
- > Disturb others or prevent them from getting to sleep after lights out (pupils will need their sleep for activities the following day).
- > Behave in any way which could endanger the safety or well-being of themselves, other pupils, adult staff, centre staff or members of the public.
- > Use any equipment or try any activity without the supervision of staff.

1.3 If both the Group Leader and Rockley Adventure deem a pupil's behaviour to be unacceptable eg endangering the safety of others or the quality of the holiday of others, then that pupil will be repatriated. The cost of such repatriation must be met by the parent/guardian of that pupil.

1.4 Rockley Adventure also reserves the right to charge for the full amount of the cost of repair or replacement of any of the Company's equipment damaged wilfully, damaged under the influence of drink or drugs or damaged as a result of a group member not obeying the Company staff's instructions.

1.5 At any point prior to the date of departure, a pupil's place can be cancelled due to serious ill discipline, either in or outside of school, which may incur loss of deposits/monies paid.

2. Payment Schedule

The initial booking deposit is normally £50.00*.

The second deposit is £60.00* and is due by the 1st February 2010. The balance* is due 2 months prior to the departure date.

* deposits and other monies paid are not refundable upon cancellation unless the reason for cancellation falls within the terms of the group's insurance policy

3. Cancellation

3.1 If a pupil cancels before the 1st February 2010 then all money, except for the £50.00 first deposit, will be refunded**.

3.2 If a pupil cancels after the 1st February 2010 but before 2 months of the departure date then all money, except the first and second deposits of £110.00, will be refunded, unless the reason for cancellation is covered by the group's insurance policy, in which case a claim can be made. See our website www.rockleyadventure.com/parents for information on making a claim on the trip travel insurance. **

** if a substitute pupil can take up the place then the deposit (£50 or £110) less the administration fee of £20 can be refunded.

3.3 If a place is cancelled within 2 months of the departure date then the full cost of the holiday is still due ie no refund, unless the reason for cancellation is covered by the group's insurance policy. See our website www.rockleyadventure.com/parents for information on making a claim on the trip travel insurance.

4. Insurance

All 2010 bookings will be insured under a policy arranged by Fogg Travel Insurance Services Limited. Travel Insurance is included in the cost of all our overseas activity trips, assuming the group is departing from within the mainland UK.

Groups do have the option to withdraw from this policy at the point of booking, however we will require evidence that at least the same level of insurance as is offered by our own inclusive policy.

Where groups opt-out of this policy we will deduct the appropriate premium cost from their invoice.

Parents/Guardians should familiarise themselves with the insurance documents and satisfy themselves of the level of cover provided.

Policy Details

This insurance is arranged by Fogg Travel Insurance Services Limited, who are authorised and regulated by the Financial Services Authority and whose FSA registered number is 307304. This can be checked at www.fsa.gov.uk/register. A copy of the policy wording is held by them. This insurance is underwritten by Union Reiseversicherung AG, UK Branch and who are authorised in Germany by BaFin and regulated by the Financial Services Authority. Rockley Adventure is an Appointed Representative of Fogg Travel Insurance Services Limited. Full details of the policy can be downloaded from our website including a key facts document giving details of the level of cover available under this policy.

If your child's health changes after booking and prior to the trip, you must contact the Group Leader and Rockley Adventure to make sure the insurance cover is not affected.

Summary of Insurance Cover

Medical Expenses up to £5,000,000

Cancellation/Curtailment up to £3,000

Personal Accident up to £25,000

Baggage up to £1,000 (Limited to £250 in all for valuables & £250 for any one article)

Personal Money up to £500 (Limited to £200 cash)

This is obviously a very brief summary of cover – please see the full policy on our website at www.rockleyadventure.com/parents and read the further information in the section on Insurance.

4.1 Claims - Loss, Damage or Theft

All reasonable steps to safeguard property should be taken. The insurer will not cover valuables left unattended on a beach or not secured in the locked boot of a motor vehicle. Please note that all losses of Baggage and Personal Money MUST be reported to our Centre Manager and the Police within 24 hours of discovery.

4.2 Valuables

The insurance policy provides cover for any one article, pair or set of articles, for example a set of cds, up to £250. The maximum the insurer will pay for all valuables is £250.

Valuables are defined as, for example, jewellery, watches, mobile phones, cameras, Ipods, MP3 players, audio equipment (including cds) and computer games.

Please be aware that personal items from the above list can mount up very quickly but if lost, stolen or damaged, the amount that can be claimed is limited to £250 in all. If at all possible please do NOT bring any valuable items on the trip – they are safer at home!

4.3 Financial Security

In accordance with The Package Travel, Package Holidays and Package Tours Regulations 1992, all passengers booking with Rockley Adventure, part of Rockley Watersports Ltd, are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of Rockley Watersports Ltd.

This protection is provided by way of an Insurance policy arranged by International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers.

Terms & Conditions for Parents

YOUR CONTRACT

Your contract is with Rockley Watersports Ltd (hereinafter referred to as "the Company").

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 together with a completed booking form duly signed by the Group Leader 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 person signing the booking form accepts the Company's conditions of booking on behalf of all members of the group and will be our point of contact for correspondence.

PAYMENT OF BALANCES

The outstanding balance for your trip should be paid as detailed below:

- Second Deposit £60 per paying place due 1st February 2010
- Balance due 2 months prior to your departure date

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. All adults accompanying a group agree to be responsible for the good behaviour of their students and will adequately supervise their own party. 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 equipment e.g. boats, tents, etc as a result of wilful 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.

CANCELLATION

If more than 2 months before departure date:

1. The deposit(s) paid may be transferred to a substitute member, 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:

1. 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 etc.

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, fire, weather conditions, strike action and all similar events outside the Company's 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.

ALTERATIONS

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 booking form when originally signed. Any places removed from the booking form will be treated as cancellations and Section 4 above applies.

EQUIPMENT

All the dinghies used by the centres are fully approved by the Royal Yachting Association as suitable for teaching sailing. All buoyancy aids are of an approved design.

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.

BROCHURES

Rockley Watersports brochures are prepared some months in advance. Every effort is made to ensure the accuracy of the facts contained in the brochures. Circumstances may arise however where certain particulars have to be modified. In these circumstances the Company will make every effort to provide suitable alternatives but will not be held liable for changes made by outside influences.

COMPANY STAFF

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

COMPANY ALTERATIONS

The arrangements detailed in this booking and in our brochure are given in good faith at the time of printing, but we reserve the right to provide comparable alternative arrangements if operational or other considerations so dictate. 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 10% of the increase. We reserve the right to impose surcharges due to government action.

RESTAURANTS AND LOCAL FACILITIES

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

COMPLAINTS

Our aim is 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 complete one of our Client Liaison forms at the centre and notify us, in writing, immediately upon your return. Because of the difficulties of investigating a complaint too long after the event, we cannot consider any complaint unless it is received by us, 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.

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.

IMAGES

From time to time authorised 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 authorised parties and/or the Company.

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.