

The Parent's attention is particularly drawn to the provisions of clause 5.

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Application Form:	the Parent's application for the Pupil to attend the School Trip.
Conditions:	these terms and conditions.
Contract:	the Organiser's terms and conditions in relation to the School Trip.
Fees:	the fees payable by the Parent to the Organiser for the School Trip.
Parent:	means each person who has signed the Application Form as parent or guardian of the Pupil.
Organiser	JRoots, 379 Hendon Way, London NW4 3LP
Airline	Wizzair & Ryanair
Pupil:	the Pupil whose details are set out in the Application Form who will attend the School Trip.
School:	JFS School, The Mall, HA3 9TE
School Trip:	Poland

2 BASIS OF CONTRACT

- 2.1 By signing and returning the Payment Confirmation Form you agree to be bound and to comply with both these terms and conditions and the Contract.
- 2.2 The School has no authority, or ability to negotiate or vary the Contract with the Organiser or enter into any contract on behalf of the Organiser in any way.
- 2.3 The contract for the School Trip is between you and the Organiser and the School accepts no liability and makes no warranty in relation to the School Trip
- 2.4 The School reserves the right to cancel the School Trip without liability

3 PARENT'S OBLIGATIONS

- 3.1 The Parent:
 - 3.1.1 shall comply in all respects with the terms of the Contract;
 - 3.1.2 shall ensure that the terms of the Application Form are complete and accurate;
 - 3.1.3 shall inform the School and the Organiser of any health or medical conditions or any disability or allergy that the Pupil suffers and will complete the medical form;
 - 3.1.4 shall co-operate with the School and the Organiser in all matters relating to the School Trip;
 - 3.1.5 shall provide the School and the Organiser with such information as they may reasonably require in order to organise the School Trip;
 - 3.1.6 shall keep the School informed of all matters which effect the Pupil, including any issues as to family circumstances, safety, care or discipline;
 - 3.1.7 shall explain to the Pupil and ensure that they at all times comply with the directions and instructions given to them to by the School or by the Organiser or any representatives of the School or the Organiser during the School Trip and that at all times during the School Trip they must behave properly, and with courtesy and consideration for others.
 - 3.1.8 warrants that the Pupil is in good health and has received or will receive before the School Trip all necessary and recommended inoculations;
 - 3.1.9 warrants that the Pupil has a current passport that satisfies the entry requirements for Great Britain and the country of destination;
 - 3.1.10 gives the School and the Organiser consent to all medical and dental treatment, including inoculations, general and local anaesthetic, surgery or blood transfusions

required by the Pupil whilst on the School Trip and to give the Pupil over the counter medications as required in the School's or the Organiser's reasonable opinion whilst on the School Trip.

3.1.11 acknowledges that it is the Pupil's responsibility whilst on the School Trip to look after their own money and personal possessions.

4 THE SCHOOL'S OBLIGATIONS

4.1 The School shall take reasonable care in choosing the Organiser and Airline, but accepts no responsibility or liability for the actions, default or negligence of such Organiser.

4.2 The School shall take reasonable steps to ensure that the details as to the School Trip are correct at the time that the information is circulated.

4.3 The School shall provide the Parent with details as to the School Trip, including accommodation, itinerary and flights and any changes made by the Organiser to the School Trip.

4.4 All payments of the Fee shall be paid by the Parent to the School either by cheque, bank transfer or Parent Pay, and the School shall hold such money on trust for the Parents in a separate designated account for the School Trip. Except in the case of cancellation by the School or the Organiser, once paid the Fee cannot be refunded to the Parent without the consent of the Organiser.

5 LIMITATION OF LIABILITY: THE PARENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

5.1 Nothing in these Conditions shall limit or exclude the School's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

5.2 Subject to clause 5.1 the School shall under no circumstances whatever be liable to the Parent, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, for any loss or damage to any goods or possessions, or any indirect or consequential loss arising under or in connection with the School Trip.

5.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.4 The Parent agrees to indemnify the School against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and

expenses) suffered or incurred by the School arising out of or in connection with the Parent's breach of this Agreement or out of the Pupils attendance of the School Trip.

6. PAYMENT AND CANCELLATION POLICY

The following are generally included in Programme Costs:

- Outward and return flights between the designated airport and Poland.
- Accommodation (Youth Hostels, 2 star hotels, youth villages etc) all of which comply with the laws relating to tourist accommodation in Poland.
- 3 meals per day
- Programme's Educational Guided Tours and Seminars
- Programme's Transportation in Poland – via fully licensed and insured coaches, seatbelts are not statutory.
- Programme's Educational Group activities
- Programme's Entrance fees
- Programme's Staff and Security costs
- Basic medical insurance for all activities in the Programme

Please refer to the Draft Itinerary and Final Information sheet for details of flights and accommodations.

The programme is being organized by: JRoots, 379 Hendon Way, London NW4 3LP

The full price for Poland 2018 is £799. Applications and payment of the full amount must be paid by Thursday 20 September 2018.

6.1 If a pupil wishes to cancel their place on Poland, their parent/s must contact The School in writing.

6.2 A pupil who cancels his or her place prior to the deposit payment deadline will be entitled to a refund less an administration fee. Full details of deposit and balance payment deadlines can be requested from the School.

6.3 Any pupil who does not take up a place in JFS Sixth Form will be entitled to a full refund.

6.4 Any pupil who cancels after the deposit deadline will be entitled to a refund according to the following schedule:

6.4.1 Booking until 31 days before departure – refund minus £200 deposit

6.4.2 From 30-15 days prior to departure date: Refund minus £450

6.4.3 From 14 days to departure date: No Refund

6.5 Complaints: If a Participant or Parent/Guardian (if Participant is under 18) has a complaint regarding any aspect of the Programme then he or she should, in the first instance, report the complaint in writing promptly to The School representative accompanying them as soon as is practicable or in writing to The School.

6.6 If The School is unable to resolve the complaint the Participant or Parent/Guardian (if Participant is under 18) may make a Formal Complaint following the School’s Complaint’s Procedure.

7 GOVERNING LAW AND JURISDICTION

7.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

I have read and understood the Terms & Conditions for the JFS Poland Visit 2018.

Student Name: _____

Tutor Group: _____

Parent Name: _____

Parent Signature: _____

Date: _____