



BOOKING TERMS AND CONDITIONS

Prior to making your booking, please read through these booking terms and conditions as they form an important part of your holiday contract with us and set out our respective rights and obligations.

In these booking terms and conditions, the term “company” refers to Schools Out Surf Camp, a trading name of St Ives Bay Adventure Group Ltd (Company Number 05660242). Any reference to “you” and “your” include the first named person on the booking, the school, and all persons on whose behalf a booking is made, including any additions or transfers leading up to departure.

1. SUMMARY OF BOOKING CONDITIONS

1.1 Agreement and Responsibility: By making a booking with the Company, the first named person (on behalf of all others in the booking) and school agrees to the terms and conditions outlined in this booking document, the privacy policy, and any other information provided prior to booking confirmation.

1.2 Contractual Binding: Any confirmed booking forms a contract between you and the Company.

1.3 Person Making the Booking: The individual making the booking confirms they are over 18, a UK resident, and authorised to agree to these terms on behalf of the school and for everyone included in the booking.

1.4 Information Consent: The first named person consents to the Company using their personal information as per the company's Privacy Policy.

2. BOOKING AND PAYMENT DETAILS

This section outlines payment responsibilities, booking confirmation processes, and requirements for submitting travel information for your booking with the Company.

2.1 A booking is confirmed when you accept the proposed trip details, pass on advanced passenger information, pay a non-refundable deposit of £300 per person, and receive a booking confirmation from the Company.

2.2 The person making the booking (the "lead name") is responsible for managing the booking on behalf of the schools, including passing on details to all travellers, ensuring accuracy, and handling any changes or cancellations.

2.3 Payment Schedule

- **Initial Deposit:** A non-refundable deposit of £300 per person is required at the time of booking.
- **Subsequent Deposits:** 50% of remaining amount is due 16 weeks (112 days) prior to departure. Once subsequent deposits have been received in full and on time, all monies paid to date are non-refundable.
- **Final Balance:** The full balance must be paid 6 weeks (42 days) prior to departure. Once the final balance has been received in full and on time, all monies paid to date are non-refundable.

2.4 Payment Method

All payments must be made via electronic transfer direct into our Protected Trust Services (PTS) trust account. As a member of PTS, all consumer payments are fully protected through the trust account and insurance model (see Section 3).

2.5 Cancellation due to non-payment

If deposits or the final balance are not received by the due dates, the booking will be cancelled, and all deposits paid to date will be forfeited.

2.6 Booking Confirmation

After the initial deposit is paid, you will receive email confirmation of your booking, including date and flight details. Travel documents will be issued one to two weeks before departure, provided full payment and advanced passenger information has been received.

2.7 Flight Information (incl ATOL, hold luggage and surfboard travel)

Flight details will be explained at time of booking. As flights are included, an ATOL certificate will be issued when booking is confirmed. In the event that you or any persons under your booking request a surfboard or hold luggage to be transported to Morocco, then this will incur a surcharge respective to what your airline charges at the time of departure. The Company will send a quotation to you based on your request and will require payment in full 4 weeks prior to departure.

2.8 Passenger/Group Details

The Company **must** receive correct passenger details at time of booking for **all** those on the booking. This information will be required to book flights and **must** include the following:

- **Full name of each individual as shown on passport**
- **Age at time of travel for each individual on the booking**

In the event that the Company requires any further passenger information at the booking stage, the lead person will be contacted via phone or email.

3. CONSUMER FINANCIAL SECURITY

This section outlines the financial protections in place to secure your holiday payments, including ATOL protection for flight-inclusive packages

3.1 The Company is a member of Protected Trust Services (PTS), ensuring full compliance with travel regulations and protection of consumer funds. You can find more details about this protection at www.protectedtrustservices.com/services/consumer-protection.

3.2 As a member of Protected Trust Services, the Company holds an Air Travel Organiser's Licence (ATOL) under ATOL number **TBC**. For our flight-inclusive packages, your payments are financially secured by ATOL protection, which covers repatriation in case of insolvency. Once your booking has been confirmed through PTS, you will receive an ATOL certificate for any ATOL-protected flights, which details the protections and who to contact if things go wrong. For further information visit www.atol.org.

In case of insolvency, an alternative ATOL holder may step in to fulfil the services, or if this isn't possible, you can make a claim under the ATOL scheme or through your credit card issuer.

3.3 Ensuring that consumers are protected is the cornerstone of the Company. Through our membership with PTS, we provide Supplier Failure Insurance (SFI), ensuring your money is protected through a trust account and insurance model. This SFI fee is included within the holiday price, ensuring full consumer protection. Furthermore, our packaged trips also include Scheduled Airline Failure Insurance (SAFI), giving the consumer greater financial protection.

3.4 Any payments made by group members to the school, are held by the school as an agent until the company has received the funds into its PTS trust account.

4. ACCURACY AND VALIDITY SUMMARY

This section highlights that while the company strives for accuracy, you should always double-check the details before confirming your booking to avoid any issues.

4.1 The Company makes every effort to ensure that the information and prices provided on their website and in brochures are accurate at time of booking. The Company also reserves the right to correct any errors or changes in prices or details that may occur. It is the responsibility of the customer to verify the current price and all other relevant details before confirming the booking.

5. TRAVEL INSURANCE

This section details the coverage for school groups, the option to cancel the policy, and the responsibilities of the lead name and group members regarding insurance.

5.1 The Company includes travel insurance for all overseas school group bookings. The insurance takes effect once the deposit is paid and covers all traveling pupils and staff. **TBC** provides the bespoke group travel insurance policy, which includes coverage for Covid-19-related cancellation or medical expenses. All consumer claims incur a £80 excess (**TBC**), which is the responsibility of the parent/guardian of the affected student.

5.2 If the school decides to cancel the insurance, it must ensure alternative coverage, which should include activities like surfing and any other activities in the itinerary.

5.3 The policy is arranged by TBC, an FCA-authorized company. A copy of the policy terms, conditions, exclusions, and an organiser summary letter can be requested or viewed on the website. It is essential that all group members understand the insurance coverage. If the coverage doesn't meet their needs, alternative insurance should be arranged before departure.

5.4 The insurance policy is subject to standard conditions and exclusions, and most claims have excess charges. Full details are outlined in the policy.

6. PRICING AND VAT

This section outlines the Company's policy on pricing, including the possibility of price changes due to transportation costs and exchange rate fluctuations, and VAT charges.

6.1 Prices advertised are accurate at the time of publication but may change. Prices on the website are regularly updated, and you will be provided with the current price before booking, including any additional costs such as but not limited to hold luggage and surfboard travel.

6.2 Prices in brochures and terms & conditions are valid until the release of a revised edition.

6.3 Prices apply to all students in full-time education.

6.4 All teaching staff go free on the basis that the ratio of staff to students matches that of the schools international trip ratio. Any additional staff outside of this ratio will incur additional cost.

6.5 In the event that the lead name/school has to make a name change or booking adjustment, then it is the responsibility of the school to pay the attached fees for these additional changes.

6.6 Schools will be charged VAT on top of the quoted trip price person on any monies left outstanding after expenses have been paid. It is the responsibility of the school to claim these charges back.

7. CANCELLATION POLICY

This section outlines the important cancellation terms and conditions for any booking, cutting a trip short, and making changes to a booking. They aim to outline the rights and responsibilities of both the traveller and the provider in the event of cancellations, amendments, or legal disputes. It's crucial to carefully review these clauses and plan accordingly, particularly when considering changes or cancellations close to the travel date.

If You Cancel Your Booking

7.1 In the event that an individual, or group, have to cancel, the lead name must notify the Company immediately via phone, email, or letter.

7.2 If you as an individual, or as a group, decide to cancel your trip, then all monies paid to date at time of cancellation are non-refundable (see Section 2.3). Cancellation charges are based on how far in advance you cancel, and these are expressed as a percentage of the total booking price.

7.3 If a booked individual is unable to attend, but there is a replacement waiting, then this individual can take the place of the student not attending. Any additional costs to make this change from our suppliers, such as flight name change, will be the responsibility of the parent/guardian. In this event it is also the responsibility of the school to make the necessary financial adjustments to both parties.

7.4 As an individual or school, if your reasons for cancellation are covered under the terms of your personal travel insurance policy or school travel policy, you may be able to reclaim these charges.

7.5 If any member of your party is prevented from travelling, cancellation charges as set out will apply.

7.6 Should the group leader wish to make any changes to their booking once confirmed, and this process involve our suppliers, any chargeable fees associated with these changes will be the responsibility of the individual or school.

Cutting Your Trip Short

7.7 In the event you return home early from your trip for reasons that don't relate to a complaint about the standard of services or accommodation, you will not be offered a refund for any services you have not used. Depending on the circumstances, your personal travel insurance policy may offer to cover for curtailment, and we suggest that any claim is made directly to them.

If We Make Changes, or Cancel Your Booking

7.8 The Company reserves the right to make changes to your booking, or to cancel certain arrangements if necessary. This can happen due to various factors, such as the school failing to meet minimum participant numbers or operational reasons. Changes are rare but possible, especially when planning arrangements months in advance.

7.9 At times our suppliers can make changes that are beyond our control, such as rescheduled flight times or a change of accommodation. We will do our best to inform the lead name as soon as these changes are confirmed, and how we will, where necessary, adjust the booking accordingly. In the event these changes incur an extra cost, it will be the responsibility of the consumer to cover these costs.

7.10 If the Company has to make a major change to your booking, or has to cancel your booking (except in cases of force majeure or other uncontrollable circumstances), then you will need to choose one of the following options:

- Accept the new arrangements
- Request a refund of all monies paid to date

It is the responsibility of the lead name to let the Company know the group/school's decision.

7.11 If your flight is delayed or cancelled by the airline, you may be entitled to compensation directly from the airline. The provider is not responsible for refunds or compensation from the airline, though they may assist if applicable.

8. FORCE MAJEURE

8.1 In the event of force majeure, we will not be liable or pay compensation if we must cancel or change your travel arrangements due to circumstances beyond our control. These circumstances are events that neither we nor the suppliers could have foreseen or avoided, even with all due care. Rarely, such events may force us to change or terminate your trip after it has already started. If this happens, we regret that we won't be able to offer any refunds, compensation, or cover any costs or expenses incurred unless we are able to recover them from our suppliers.

Examples of force majeure include, but are not limited to:

- War, the threat of war, civil disturbances, or terrorism
- Industrial disputes (e.g., strikes, lock closures)
- Natural or nuclear disasters, epidemics, or health risks
- Severe weather conditions such as hurricanes
- Flight cancellations, airport closures, or transport issues
- Government actions or advice (e.g., Foreign Office advice to avoid or leave a country)

9. ESSENTIAL INFORMATION FORM

9.1 Each individual booked on the trip **must** complete a trip essential information form. If this form is not completed in full by 2 weeks prior to departure, you may not be able to take part on the trip, and you will not be offered a refund.

9.2 This form gives us key individual and group information including any special requests, dietary needs, emergency contact details, and medical and/or disability needs. Without these we would be unable to guarantee our best efforts in meeting these needs during your trip. Whilst the Company holds inclusivity as an important part of its aims and objectives for individual bookings, we cannot always guarantee that specific requirements are fulfilled.

10. COMPLAINTS AND DISPUTES PROCEDURE

10.1 If you encounter any issues during your trip, you must immediately notify a Schools Out member of staff who will attempt to resolve the issue on-site. If a different or alternative supplier representative is present, they must also be informed immediately. Failure to follow this procedure may affect our ability to investigate and resolve your complaint.

10.2 If your complaint is not resolved locally, please send a formal written notice within 28 days of your return, including your booking reference and all relevant details. We will acknowledge your complaint within 7 days and aim to respond within 28 days.

For postal complaints please send to:

Schools Out Surf Camp, 4 Teal Close, Long Rock, Penzance, Cornwall, TR20 8FY

11. JURISDICTION AND APPLICABLE LAW

11.1 These Booking Conditions are governed by English law. Any disputes, claims, or matters arising from the contract will be handled by the Courts of England and Wales. If you reside in Scotland or Northern Ireland, you may choose to use the laws and jurisdiction of those areas instead, if you prefer.

12. CONDUCT AND BEHAVIOUR

This section of the terms and conditions sets clear guidelines for the conduct of all members in your group, including responsibility for damages, behaviours, and legal compliance, as well as details on how complaints and special requests are handled.

12.1 All students and staff must behave in an orderly manner and not disrupt the enjoyment of others. If your or any member of your party's behaviour causes distress, danger, or annoyance to others, we reserve the right to terminate your trip without compensation. This could also apply if your behaviour causes delays or damage to property.

12.2 All students and staff must comply with local laws and regulations during the trip. If you or your group engage in antisocial behaviour or break local laws, we reserve the right to terminate the holiday of those responsible.

12.3 If your behaviour causes property damage or issues with other guests, you will be liable for the cost of repairs or replacement, and you may be required to pay these directly to the relevant supplier. If not paid, we may pursue a claim against you for any resulting damages, including legal costs.

12.4 If you are deemed disruptive or suffering from a contagious illness, the captain of your flight, ferry, or our overseas staff may refuse to allow you to continue your travel arrangements, at your own expense. If this happens, you will be considered to have cancelled your booking. If you are abroad, you along with your school will be responsible for arranging your return journey and for any members of your group who cannot travel without you.

12.5 If your behaviour results in refusal of carriage by the airline or vehicle transfer, you may be blacklisted by other airlines and travel companies, making future bookings difficult. No compensation or refund will be given, and we may make a claim against you for any damages caused by your actions.

12.6 The lead name is responsible for ensuring that the group adheres to all conduct requirements, including:

- Ensuring no one under 18 consumes alcohol or complies with local laws on alcohol consumption.
- Ensuring no group member smokes in rooms or causes a fire hazard.
- Ensuring all members act responsibly and respect property.

- Ensuring all members wear seatbelts on coaches, minibuses, local transport (if applicable).

12.7 As the lead name and thus representing the school, you are fully responsible for any damage caused by you or your group. If damage occurs, full payment must be made directly to the accommodation provider or other suppliers. If the accommodation asks for an additional security deposit, you are responsible for paying this amount on arrival.

13. OUR RESPONSIBILITIES AND LIMITATIONS

13.1 We accept responsibility for the travel arrangements we have agreed to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992. If we or our suppliers are negligent in performing or arranging services outlined in your booking confirmation we will provide reasonable compensation, depending on factors such as:

- Following the complaints procedure
- The extent of the negligence
- How it affected the overall enjoyment of your trip

Please note, it is your responsibility to prove negligence if you wish to make a claim.

13.2 We are not responsible for any injury, illness, death, loss, damage, expense, or other claim if it results from:

- **13.2.1** Actions or omissions by the affected person(s).
- **13.2.2** Actions or omissions by a third party unconnected to the provision of contracted services, which were unforeseeable or unavoidable.
- **13.2.3** Unusual or unforeseeable circumstances beyond our or our suppliers' control, even if all due care had been exercised.
- **13.2.4** Events that neither we nor our suppliers could have foreseen or prevented with due care.

14. ITINERARY AND TRAVEL SCHEDULE

14.1 All travel schedules and timings in brochures, paperwork or on our website are indicative. Once the booking is confirmed, some amendments may be necessary. A final itinerary will be sent to you 2–3 weeks before departure, and this itinerary will supersede any previous versions. Should significant changes occur, we will notify you as soon as possible.

14.2 Changes to services like flight schedules and road closures may affect the duration of your stay. We are not responsible for changes beyond our control, and we ask for your cooperation with final timings.

15. PASSPORT, VISA, IMMIGRATION REQUIREMENTS AND HEALTH FORMALITIES

15.1 It is your responsibility to ensure that you meet all passport, visa, health, and immigration requirements for your trip to Morocco. We can only provide general advice, and you should verify requirements with relevant authorities (embassies, consulates, doctors) before departure.

15.2 To enter Morocco a passport **must** be valid for at least 6 months after your return date. For more information, contact the Passport Office or visit their website.

15.3 If you are a non-British passport holder, including other EU nationals, you must obtain up-to-date advice from the relevant Embassy or Consulate regarding passport and visa requirements into Morocco. This could affect your ability to take part in the trip.

15.4 If you are unable to travel or incur other losses due to failing to meet passport, visa, immigration, or health requirements, we will not accept responsibility. You agree to reimburse us for any fines or costs incurred due to your non-compliance.

16. SURF CONDITIONS

16.1 Our chosen destination in South Morocco and its geographical position make it highly unlikely that we won't be able to run surf lessons. We only need 1 foot of swell for lessons, and smaller waves often provide the best learning conditions. If conditions are too rough, we may relocate your group to a more sheltered area.

16.2 For those students or staff who are of an intermediate level of surfing or above, we along with our suppliers will do our best to source the most suitable waves on the day. However, we cannot guarantee that we will always be able to fulfil your surfing requirements should the ocean conditions not allow us.

16.3 We cannot control surf conditions. If the waves are too rough, there are no waves, or conditions are unsuitable for other reasons, we may have to cancel the surf lesson.

17. LATEST REVIEW

15th December 2024

18. REGISTERED ADDRESS

St Ives Bay Adventure Group Ltd, t/as Schools Out Surf Camp, 4 Teal Close, Long Rock, Penzance, Cornwall, TR20 8FY