



Terms of Contract School Ventures

When you complete and submit a booking form for a place on a School Venture, there will be an agreement between: CPAS (Church Pastoral Aid Society), at CPAS, Sovereign Court One, Sir William Lyons Road, Coventry CV4 7EZ ("we" or "us"), and the Member ("you"), and the parent or guardian of the Member signing the form for the benefit of the Member ("your parent or guardian"), as follows:

Our Obligations

1. We will provide full board, accommodation and outings at the place, for the period and at the price set out in our brochure ("the Programme") for the Venture on which you have been accepted ("the Venture"), unless we told you before we accepted your booking that there would be changes. (In the event that there is any difference between statements made in our brochure and on our central website, the statements made on our central website at www.ventures.org.uk/schoolventures will apply and any other statement shall be disregarded.) The Venture starts with lunch on the day on which the Venture begins, and ends with lunch on the day on which the Venture ends, unless otherwise stated in the Programme.
2. We agree to provide the activities described in the Programme on the Venture, unless we told you before we accepted your booking that there would be changes. There is, however, no guarantee that every member of a Venture will be able to do all the activities described.
3. We may cancel the Venture if:
 - a. In agreement with the Schools involved, we feel that the minimum number of members required for the Venture to take place have not booked a place on the Venture; or
 - b. unusual and unforeseen circumstances arise which are beyond our control.

In the event of such cancellation, we agree to return to you the deposit and any other part of the Venture price already paid.

4. We undertake that the Leaders of the Venture named in the Programme ("the Leaders") and the other voluntary workers on the Venture will exercise reasonable care in looking after you during the Venture.
5. Subject to conditions 2, 3, 11 and 17, we will be liable to you or your parent or guardian for any damage caused to you or your parent or guardian by any failure to perform this Agreement or the improper performance of this Agreement unless the failure or the improper performance is due neither to our fault nor to a fault of the Leaders or other voluntary workers nor to the fault of a supplier of services engaged by us or the Leaders because (a) the failures which occur in the performance of the Agreement are attributable to you or your parent or guardian, or (b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable, or (c) such failures are due to (i) unusual and unforeseeable circumstances beyond the control of us or the Leaders, the consequences of which could not have been avoided even if all due care had been exercised, or (in) an event which neither we nor the Leaders nor a supplier of services engaged by us or the Leaders, even with all due care, could foresee or forestall. Subject to this, neither we, nor our employees, agents and subcontractors, nor the Leaders or other voluntary workers shall be liable to compensate you and/or your parent or guardian in respect of any acts or omissions relating to the performance of this Agreement.

Your Obligations

6. You, or your parent or guardian, agree to pay to us the price of the Venture before the Venture is due to begin. Payment should be made in line with the payment instructions provided by your School (or CPAS as appropriate). The balance is made up of the total price of the Venture stated in the Programme less the initial deposit sent with the booking form (if a deposit has been requested). The total price/balance shall be sent to the School, unless other directions for payment are given by or on behalf of the Leaders. In the event of non-payment by the due date, we or the Leaders may cancel this Agreement forthwith.
7. You may cancel your place on the Venture by notifying your school at any time before the balance of the price of the Venture is due. In the event of such cancellation, any initial deposit will be forfeited, unless the cancellation policy for the Venture stipulates otherwise. The cancellation policy for the Venture, is provided by the school and/or CPAS in their correspondence to you about the School Venture holiday.

If you wish to cancel your place on the Venture on or after the date when the balance of the price of the Venture is due, you and your parent or guardian may or may not be eligible for any refund. Any refunds will only be offered in line with the cancellation policy for the Venture, as stipulated by the school and/or CPAS in their correspondence to you about the School Venture holiday.

8. If prior to the commencement of the Venture we become aware of any fact or matter that leads us to believe that your presence at the Venture will or may be incompatible with the running of the Venture or the wellbeing of any other person or persons who will be present at the Venture, we in our absolute discretion may terminate this Agreement and you will not be able to attend the Venture. If this Agreement is terminated pursuant to this Condition we will return to you the deposit and any other part of the Venture price already paid.
9. During the Venture, you and your parent or guardian agree to co-operate with the Leaders and any other person having authority at the Venture. In the event of you causing injury to any other person or damage to any property or being wilfully disobedient at any time during the Venture or if the Leaders have any reason to believe that your continued presence at the Venture is or may be incompatible with the running of the Venture or the wellbeing of any other person or persons present at the Venture, the Leaders (or any person having authority under them) may exercise such reasonable discipline as is considered by them to be appropriate, and/or we and/or the Leaders may terminate this Agreement with immediate effect. In the event of this Agreement being terminated under this Condition, your parent or guardian shall, on being told of the termination, at their own expense collect you from the Venture forthwith, or make such arrangements for your collection as are necessary to remove you from the Venture site.
10. If, while you are at the Venture, you believe that we have failed to comply with the terms of this Agreement, you or your parent or guardian should inform the Leaders in writing at the earliest opportunity that you have to do so. You or your parent or guardian should also inform us of such failure in writing to our registered address as soon as you can and at the latest within 7 days after you return from the Venture.
11. If you or your parent or guardian suffer loss or damage (other than personal injury) for which compensation is payable by reason of the non-performance or improper performance of this Agreement, the amount of such compensation shall be limited to the price of the Venture.
12. We take the issue of child safety very seriously, and this includes the use of images of children. We use images of children in publications, videos and on websites, but we ensure children remain unidentifiable (We only use first names). The images will be used only for CPAS purposes and the identity of your child will be protected. Images may also be distributed to other participants on the Venture that your child has attended. We use photographs and video taken during Ventures in our publicity and marketing materials (which include print, web and video media). By accepting the booking contract with CPAS you agree that we may publish images of your child in our promotional materials. If you have any concern about this you should communicate this by contacting the overall leader of the Venture which your child will attend two weeks before the Venture starts.
13. A limited amount of insurance cover is included in the price of the Venture, but please make sure that personal items are covered by your own insurance. Ventures insurance only covers theft from locked rooms or cars, or accidental damage, and an excess is payable on all claims. In the light of our cancellation charges (see above), we recommend that you safeguard your possible loss of part or all of

your holiday cost due to cancellation or curtailment by taking out cancellation and /or travel insurance. Details of one possible provider can be found at www.freetimetravelinsurance.com

Immunity Of Leaders And Voluntary Workers

14. You agree that the Leaders and other voluntary workers may enforce for their own benefit the final sentence of condition 5 and of condition 10 and that section 1 of the Contracts (Rights of Third Parties) Act 1999 applies to confer such benefit on the Leaders and other voluntary workers.

Church Pastoral Aid Society

A company limited by guarantee, registered in England no 2673220

Registered office: CPAS, Sovereign Court One, Sir William Lyons Road, Coventry CV4 7EZ

Registered charity no 1007820 (England & Wales)

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