

AGS School Trips and Insurance

Our intention is to get international trips up and running again and doing so in a way that keeps risk to a minimum, both with regards to the now ebbing COVID-19 pandemic (and future variations) AND the security of your money. We feel that it is reasonable that the school researches and ensures solutions where appropriate for the various risks, in the light of 2020-22, as much as we reasonably can.

Whilst we might be satisfied that, on the balance of probabilities, a trip should go ahead, it is important to note that the 'pandemic years' have thrown up eventualities that we could not predict, and that might continue to be the case/reoccur - albeit we will do all we can, with all our experience of international travel to second guess these. This has already meant us postponing a number of trips but, after rigorous scrutiny, also running them again (3 international trips Easter and July 2022).

It is important to understand that any trip that we book is done on behalf of the student/parent - it is your money - and thus the ultimate financial risk is with yourselves, (which we will do what we reasonably can to minimise).

Trip cancellations

Ultimately, in the event of a cancellation, any refund is down to:

- a. the travel firm and
- b. either our school insurer (ESFA Risk Protection Agency (RPA) - who have been excellent to deal with during the COVID-19 pandemic) or separate travel insurance taken out via the travel firm.

Depending on the destination, we will let you know whether it is RPA covered or a separate insurer and all of the details regarding that cover.

We declare that we are not insurance experts and, whilst we have a vast amount of experience with school trips and the various problems that can occur, **you are booking this trip 'as you would a family holiday' with the associated risks in a post-COVID-19 pandemic world. The school cannot and does not underwrite the trip.**

Indeed, COVID-19 has created material uncertainties in respect to the operation of any trips and any decision to participate in them comes with a recognition of this fact and that there may be circumstances in which the trip does not proceed as envisaged or does not go ahead at all. The school is, as far as possible, taking out insurance in respect to these risks, but it is possible that the specific circumstances fall outside of any such cover and despite our best efforts the trip may be cancelled or modified, and we are unable to recover monies spent.

By agreeing to participate in the trip parents must recognise this possibility and accept that if it was to arise the school has no liability to the extent that any costs are irrecoverable.

The Package Travel and Linked Travel Arrangements Regulations ("Package Travel Regulations")

We also bring to your attention that consumers have a statutory right to a full cash refund within 14 days from termination of their package holiday contract in certain circumstances. This includes where:

- i. a package holiday contract is terminated by an organiser where it is prevented from performing the contract because of unavoidable and extraordinary circumstances, or
- ii. where the consumer terminates the contract in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and which significantly affect the performance of the package or the carriage of passengers to the destination.

Where package holiday contracts are terminated due to the COVID-19 pandemic, travel operators are expected to comply with these requirements. **However, the school cannot be held responsible for taking legal action on your behalf to ensure that, where relevant, refunds are provided pursuant to the Package Travel Regulations.**

COVID-19 considerations

The following COVID-19 related points, whilst not an exhaustive list as we cannot predict every eventuality, must currently be in place for an international trip to go ahead:

1. That students have a negative lateral flow test or PCR test before the trip where that is appropriate - i.e. it is demanded by a country's entry requirement.
2. That students on the trip are 'fully COVID-19 vaccinated' (which might include a booster).
3. There is no quarantine or COVID-19 test on arrival at the destination country at the time of booking.
4. There is no mandatory COVID-19 testing in the country of destination required before returning to the UK, at the time of booking.
5. Bookings are made with ABTA and/or ATOL protected firms only.
6. There are clear contingency plans should staff test positive for COVID-19 before or during the trip - i.e. there is a deputy trip leader and a reserve deputy.
7. Travel providers have produced risk assessments specific to COVID-19 for the relevant elements of the trip (e.g. hotel, in-country travel etc).
8. All of the entry requirements into the country at the time of booking are within the scope of either the travel firm's COVID-19 guarantees or the insurance - see below.

In addition, we will require that the following eventualities are all insured:

1. Any student participating in the trip testing positive for COVID-19 before the trip.
2. Foreign, Commonwealth and Development Office rules changing post booking such that the trip cannot operate (e.g. the destination country becomes 'red list').
3. Entry requirements in the destination country changing.
4. Any COVID-19 related school, local, national lockdown prevents students travelling.
5. The consequences of any student/staff member testing positive for COVID-19 (or just being ill/sustaining injury) whilst abroad on the school trip (and any subsequent delay in returning home).
6. The main activity of the trip being curtailed by COVID-19 restrictions.

Whilst we want to offer our students these exciting trips, it bears repetition that we have to be clear that, as with any holiday/event, there are financial risks that you as the customer (and not the school) will be potentially liable for, in the event that the insurers do not cover the full costs incurred.

The trips, whilst great experiences, are not mandatory to sign up to, and any costs associated with such trips cannot be funded from school educational funding streams.

The school will take the precautions as detailed above with relevant travel firms and will have a fallback RPA or a separate insurer. It is however important that we make sure you are aware that by signing up to these trips, the school cannot be held financially liable for any additional costs incurred, nor can the school be held liable for any money that is not recoverable from the insurers. **That financial risk is yours to assess and to consider in making your decision to proceed or not.**

In all cases the trip leader will outline the details of and share with you two important documents - the travel firm's COVID-19 guarantee and the scope of the insurance (RPA or otherwise) policy.

Disclaimer

Before you sign this disclaimer, it is important that you have read and understood the statement in full. If there is any term in this disclaimer that is not clear to you or you do not understand, please speak to Ian Young on 01789 762494 before you sign.

By your child participating in the trip, you agree to be bound by this disclaimer.

I/We as parent(s)/guardian(s) by booking the following trip hereby confirm and agree that, in the absence of any negligence by the school :

1. I/We accept that there is a risk that the trip may not operate or may not operate in the manner expected for the reasons set out in this document and I/we confirm that I/we have read the above provisions.
2. I/We recognize that, in the event that the trip does not go ahead or there is any material alteration to the operation of the trip howsoever and whenever that may arise, the school will seek where applicable to recover any monies it can under the terms of any insurance policy applicable to the trip and pay over to me/us such monies which may be received.
3. To the extent that it is not able to do so and any such losses are irrecoverable under any policy of insurance, I/we hereby irrevocably release the school from any such liability to me/us in respect to the payments made and waive any such right to claim, demand or seek reimbursement in respect to any such payment from the school.

By confirming your child's participation in the trip, you confirm that you are responsible for considering and have considered whether your child participating in the trip is appropriate, taking into account their circumstances (such as health conditions), especially if they are considered at risk or vulnerable based on the applicable UK Government guidance and guidance in the destination country.

The laws of England and Wales apply to this disclaimer. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
