

**THESE TERMS AND CONDITIONS APPLY FOR ANY SCHOOL RESIDENTIAL BOOKINGS WHICH ARE  
MADE BETWEEN 29 APRIL 2024 AND 19 JULY 2024 (INCLUSIVE) FOR DEPARTURE DATES BETWEEN  
1 FEBRUARY 2025 AND 30 SEPTEMBER 2025 (INCLUSIVE)**

**KEY POINTS**

You enter into a booking with us when we issue you with our Booking Confirmation. If you cancel, there will be cancellation charges. Initially this may only be a deposit, but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.

We are responsible to you for providing your trip but there are legal limits. We are a member of ABTA and we provide protection for your money.

Adequate and valid travel insurance is compulsory and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

Please read the full terms below for more information for other important rights and obligations.

**1 Our details**

- 1.1 Your booking is with Travel Class Limited t/a JCA, a member of the Travelopia group of companies with registered number 02969802 and registered address at 2nd Floor, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD (“we”, “us”, “**Company**” or “our”). References in these booking conditions to “**you**” and “**your**” include you as the lead name and any person(s) travelling with you as part of your booking.
- 1.2 Your booking in respect of all, or any, of the Services (as defined in clause 2.2) is not a “package” and is not a combination of travel services. However, we do opt to provide financial protection and your booking is therefore protected by way of a bond held by ABTA – The Travel Association 30 Park Street London SE1 9EQ [www.abta.co.uk](http://www.abta.co.uk).

**2 Your Booking**

- 2.1 Your booking is for residential accommodation alongside other services intrinsically part of the accommodation offering at Condover Hall, Condover, Shrewsbury, Shropshire SY5 7AU; Croft Farm Waterpark, Bredons Hardwick, Tewkesbury, Gloucestershire GL20 7EE and/or any other accommodation which we operate from time to time (“**Venues**”). By making a booking you agree to be bound by these booking conditions.
- 2.2 These booking conditions govern our relationship with you generally and specifically in respect of the services provided for your booking including, but not limited to, at the Venues (“**Services**”).
- 2.3 A booking will exist as soon as we have received the payment for your booking, or we issue you with our booking confirmation (“**Booking Confirmation**”), whichever is earlier. The person making the booking (“**Lead Name**”) must be 18 years old or over and when the Lead Name makes a booking they guarantee that they have the authority to accept and do accept on behalf of your party the terms of these booking conditions. We may transfer your booking to another company in our group, but this will have no effect on your booking.

- 2.4 We will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. When you receive the Booking Confirmation please check the details carefully and inform us if anything is incorrect straight away.
- 2.5 Any monies paid by your group and paid to party leaders/group organisers are held by party leaders solely as your agent until such time as the Company has received that money.
- 2.6 Rooming allocations, sporting fixtures (if applicable) and activity timetables are sent direct from the Venue and as far as is reasonably possible confirmed approximately 2 weeks prior to departure. Your completed rooming plan must be returned to the Venue prior to arrival.
- 2.7 We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, etc.). In these instances, we will still issue you with a Booking Confirmation. However, a contract for arrangements that have not been confirmed on that Booking Confirmation will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Booking Confirmation is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any).
- 2.8 We will issue you with a "Party Leader Pack" which sets out all of the information we require from you as part of your booking. This shall be issued to you at the time your Booking Confirmation is issued or at a later date, depending on when your booking is. If it will be issued to you at a later date you will be notified of this at the time your booking is made. We require the Party Leader Pack to be returned to us at least 8 weeks before departure. We cannot guarantee that your booking will go ahead unless we have received this Party Leader Pack in accordance with this time frame.
- 2.9 We require rooming lists or other requested documentation, which shall be notified to you at the time your Booking Confirmation is issued, to be returned to us in order to proceed with your booking. This is required approximately 2 weeks prior to the start date of your booking (or such other time as we notify to you). We cannot guarantee that your booking will go ahead unless we have received any rooming lists and all other necessary documentation by the specified deadlines which are set out in these booking conditions or your Booking Confirmation.
- 2.10 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of anything that might affect your enjoyment of the trip. This should include, but not be limited to, any special dietary requirements (including, for example, allergies, intolerances etc.) and any reduced mobility affecting you or members of your booking.
- 2.11 All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after sending the Booking Confirmation). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price including the cost of any requested supplements, upgrades or additional facilities.
- 2.12 When the price per person is dependent on the number of people at the Venues and the number of people changes, the price will be recalculated based on the new party size. If one person participating in a twin or triple share arrangement should cancel and no alternative share can be found, whether arranged by us or yourselves, the remaining participants would then be required to pay the relevant single supplement. Any increase in price payable is not a cancellation charge.

### 3 Payment

3.1 These Terms and Conditions are only applicable for bookings which are made, unless specified by us otherwise, between 29 April 2024 and 19 July 2024 (inclusive) for departure dates between 1 February 2025 and 30 September 2025 (inclusive). For bookings which are made outside of this booking period, or for departures on alternative dates, your booking will be subject to our standard Terms and Conditions at [JCA-Terms-and-Conditions-2024-24042024.pdf \(jca-adventure.co.uk\)](#).

3.2 Our prices are valid and applicable for pupils up to (and including) 18 years of age in full time education. The adult supplement is applicable for customers who are 18 years and over at the time of travel (including for 18 year olds who are not in full time education).

3.3 One free adult who is a confirmed member of staff of the school will be permitted to travel for every 10 pupils confirmed on the Booking Confirmation. Additional adults in excess of the number of free places will be charged at the full pupil price and any concessions on the pupil price are at the sales team's discretion.

3.4 During high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are subject to availability and written confirmation by the Company. The total price payable for your booking ("**Price**") shall be confirmed on the Booking Confirmation. In order to secure your booking, you shall be required to pay a holding deposit which shall be dependent on the estimated number of people who shall travel as part of your booking ("**Holding Deposit**"), which shall be:

3.4.1 10 to 25 paying persons – a Holding Deposit of £1,000 plus VAT is required to secure your booking;

3.4.2 26 to 49 paying persons – a Holding Deposit of £1,500 plus VAT is required to secure your booking;

3.4.3 50 to 100 paying persons – a Holding Deposit of £2,000 plus VAT is required to secure your booking; and

3.4.4 101 and more paying persons – a holding deposit of £2,500 plus VAT is required to secure your booking.

3.5 Irrespective of the departure date of your booking, you shall be required to confirm the final passenger numbers for your booking by 18 September 2024 ("**Confirmation Date**").

3.6 Upon, or before, the Confirmation Date you may reduce the number of persons travelling as part of your group by up to 20% without incurring any cancellation fees. In the event that the total number of persons travelling as part of your group is reduced beyond 20% then a total of 20% of the Holding Deposit shall be retained by the Company as a cancellation fee.

3.7 The provisions of clause 3.6 shall not apply where there is a full cancellation to your booking. In such cases of cancellation, the provisions of clause 4 shall apply.

3.8 Within 14 days from the Confirmation Date, a second payment shall be due which shall depend upon the number of persons travelling as part of your group:

3.8.1 for bookings which are 2 nights or shorter – a balance payment of £35.00 plus VAT per person shall be due; and

3.8.2 for bookings which are 3 nights or longer – a balance payment of £60.00 plus VAT per person shall be due.

3.9 The balance payment for all bookings, irrespective of the length of your booking, shall be due and payable no later than 14 weeks before the start of your booking (“**Balance Payment**”).

#### 4 **Cancellations to your booking**

##### If you cancel the booking.

4.1 For any cancellations by you of your booking, please refer to the provisions of clause 5.1. In each case the Holding Deposit payment paid by you shall always be non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid. Certain travel arrangements may be subject to higher cancellation charges and could incur a cancellation charge of up to 100% of that part of the arrangements from the moment the booking is confirmed.

4.2 You are advised to take out and maintain appropriate insurance for the booking at the time you make the booking and if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim any charges.

4.3 Notwithstanding clause 4.1, you may cancel your booking without paying cancellation charges if the performance of your booking is significantly affected by (without limitation) war, threat of war, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, or severely adverse weather (“**Force Majeure Event**”). In those circumstances we will arrange for your booking to be terminated and for you to receive a full refund.

##### If we cancel the booking.

4.4 We reserve the right to cancel your booking. We will not cancel less than 12 weeks before your departure date, except for circumstances involving a Force Majeure Event, or if there is a failure by you to pay the final balance stated on the Booking Confirmation (including any amends made), or because the minimum number required for the relevant Service to go ahead hasn't been reached. In some cases we are unable to confirm whether the minimum numbers have been reached until nearer to the start date of your booking but we will endeavour to keep you updated from the moment that we issue you with your Booking Confirmation and will aim, but cannot guarantee, to let you know by no later than 4 weeks prior to the start date of your booking. In the event that we are unable to meet the minimum numbers required for your booking, you will be offered the chance to move your booking to an alternative date or receive a full refund of any sums you have paid.

4.5 If your trip is cancelled you can either have a refund of all monies paid or accept an alternative Service of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

4.6 In the event a refund is paid to you, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy (except where the cancellation is due to a Force Majeure Event) and in no circumstances will we be liable for any further sums, compensation or otherwise.

4.7 We strongly recommend that you make no travel arrangements that are non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such

time as your booking has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

## **5 Changes to your booking**

### Changes made by you

- 5.1 If, after the Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the Lead Name. You may be asked to pay an administration charge in respect of any changes and will be notified of this prior to confirmation of any change. Any change requests are subject to availability and may incur additional costs in making any alteration (including those charged by third party suppliers who provide the component parts of your booking). If the proposed date you wish to change your booking to has a higher sale price than your current booking then you will be required to pay the difference. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.
- 5.2 Although we will do our utmost to make any requested changes subject to the payment of the administration charge, some arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the your booking.
- 5.3 You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are jointly and severally liable for paying all costs we incur in making the transfer.

### Changes made by us

- 5.4 We can change your booking after the date of the Booking Confirmation, which shall include the price, provided that no change shall be made within 20 days of your booking start date, where there are changes in the fees imposed by third parties after you have booked.
- 5.5 It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include (without limitation) alterations and changes of accommodation to another of the same or higher standard.
- 5.6 If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the services then we will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative trip (including any other Service), where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- 5.7 If, in accordance with clause 5.6 you choose to accept a refund we will also provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy (except where the cancellation is due to a Force Majeure Event) and in no circumstances will we be liable for any further sums, compensation or otherwise.

- 5.8 In the event that any payments are not received by the due date specified in these booking conditions, or as otherwise stated on the Booking Confirmation, then interest shall accrue on any outstanding sums at a rate of 4% above the base rate of Barclays Bank Plc. We reserve the right to refuse to allow participation by you (including all of your group), unless and until the Balance Payment (as defined below) is received in full and we reserve the right to cancel your booking and cancellation fees may apply.
- 5.1 You may cancel your booking at any time. Written notification from the Lead Name must be sent to our offices or sent by email to [admin@jca-adventure.co.uk](mailto:admin@jca-adventure.co.uk). Since we incur charges in cancelling your booking, you will have to pay cancellation charges as follows:

<b><u>Period before departure in which you notify us</u></b>	<b><u>Cancellation charge per person</u></b>
<b>After the date of the First Payment</b>	First Payment
<b>After the date of the Second Payment up to and including 99 days prior to start date of booking</b>	First Payment and Second Payment
<b>98 days to 29 days (inclusive) prior to start date of booking</b>	60% of the total amount of the booking
<b>28 days to 15 days (inclusive) prior to start date of booking</b>	80% of the total amount of the booking
<b>14 days or less</b>	100% of the total amount of the booking

- 5.2 The Booking Confirmation shall set out the details of what is included in the Price. Anything which is not specified within the Booking Confirmation shall not be included within the Price and shall be payable as an additional extra, as notified to you at the time of the booking. If you wish to add any additional services or other extras on to your booking then please notify us and we shall inform you of the cost and provide you with a separate invoice. If you are unsure if anything is included within the Price then please contact us.
- 5.3 The JCA (School Residential) bookings shall include water sport activities on any lakes (if available at the Venue) which shall be included within the Price for any booking which is for 4 nights or more. For any bookings which are three 3 nights or less, all water sport activities will be payable as an additional extra, as notified to you at the time of the booking. All water sport activities are only available during the months of March to October (inclusive).
- 5.4 You may also elect to partake in any activity days which we host. These are operated during the day between the hours of 9.00 am – 5.00 pm, although these times are estimates are only and subject to change. Each additional activity is charged on a separate basis which will be agreed at the time of booking, or separately if added on to your booking after the Booking Confirmation is issued.

## **6 ABTA**

We are a Member of ABTA, membership number V7530. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com) or contacting ABTA at 30 Park Street London SE1 9EQ.

## **7 Complaints and assistance**

- 7.1 If you have a complaint about any of the Services and/or need assistance whilst at any of the Venues or their surrounding areas, you must inform our local representative or contact the 24 hours Customer Operations on the number specified on the Booking Confirmation or as otherwise notified to you before the start date of your booking without undue delay who will endeavour to put things right.
- 7.2 If it is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at JCA, Olivier House, 18 Marine Parade, Kemptown, Brighton BN2 1TL giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint at the venue we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights. Please also see clause 6 above on ABTA.

## **8 Liability**

- 8.1 Any liability of us (except in respect of death or personal injury caused by our negligence or that of our employees agents which is not limited or excluded under these booking conditions) for any delay in performing or any failure to perform any of our obligations in relation to the Services or your booking shall be as set out in this clause 8.
- 8.2 In all cases (except in cases of personal injury, illness, or death caused by our negligence) our liability is limited to twice the price paid by the impacted customer (excluding insurance premiums and amendment charges) in respect of their booking affected in total.
- 8.3 Except in respect of death or personal injury caused by our negligence or that of our employees or agents, we shall not be liable to you or any party member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of these booking conditions or your Booking Confirmation for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by our negligence or that of our employees or agents or otherwise) which arise out of or in connection with your booking except as expressly provided in these booking conditions.
- 8.4 Subject as expressly provided in these booking conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by law.

## **9 Additional assistance**

If you're in difficulty whilst away and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

## **10 Conduct**

- 10.1 We reserve the right to refuse to accept you as a customer, or anyone else in your group, or continue dealing with you if we, or another person in authority, believe any of the group members' behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other resident or our staff in any risk or danger, on the telephone, in writing or in person.

- 10.2 By making the booking, the Lead Name accepts responsibility for the good conduct of all members of the group during the trip and warrants that at least one responsible adult will be on active duty at all times to ensure that all members of the group behave well. Furthermore, it is the Lead Name's responsibility specifically to ensure that:
- 10.2.1 no member of the group under 18 years of age consumes alcoholic drinks or smokes any cigarettes, vapes or is found to be under the influence, or otherwise in possession, of drugs;
  - 10.2.2 all local laws relating to the consumption of alcohol are at all times obeyed by all members of the group;
  - 10.2.3 no member of the group consumes alcohol to excess; and
  - 10.2.4 all members of the group act in a responsible fashion and do not behave in a way likely to cause damage to property, or offence to other people.
- 10.3 When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager at the Venues or other supplier. All payments made will only be acknowledged by a receipt. Where we deem it necessary to contract additional night managers or security staff to manage you or your groups behaviour you are liable for the extra cost which is due and payable immediately to us by you.
- 10.4 Any damage deposits paid direct to us will be refunded within 6 weeks of the end of the booking less any reductions to represented damages paid as a result of the actions of your group. You accept that each person's damage deposit shall be pro-rata reduced by the amount of damages that we have to pay out from your deposit as a result of the actions or behaviour of your group. Please be aware that on arrival, it is the responsibility of you, and your group members, to report any pre-existing damage to your accommodation to reception. Reporting any such damage to a representative of the Company will not obviate your responsibility and any charges related to such pre-existing damage will remain chargeable from the damage deposit if such is not dealt with by you on arrival.
- 10.5 We will not take any responsibility for any individual's or group's belongings whilst at the Venues. It is the responsibility of the individual to ensure that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.
- 10.6 If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your group behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property or vehicles, we are entitled, without prior notice, to terminate the arrangements of the person(s) concerned or terminate the arrangements of the group as a whole. In this situation, the person(s) concerned will be required to leave the Venue or other activity. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## **11 Data protection**

We will use and process your data in accordance with our privacy policy which be found here <https://www.jca-adventure.co.uk/privacy-policy>.



## **12 Variation**

We reserve the right to modify these terms (or any part of these terms) at any time in our sole discretion. If we modify these terms, the latest available version will be available on our website at <https://www.jca-adventure.co.uk/terms-and-conditions/> and shall automatically apply to you and your booking with immediate effect.

## **13 Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on your trip are not part of your trip provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **14 Law and jurisdiction**

The booking and any claims or matters (including non-contractual claims and matters) arising in respect of this booking are governed by English Law. You agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any disputes which may arise in respect of the booking (including non-contractual disputes and claims).