**TERMS AND CONDITIONS**

**Between Homestay and Venture Breaks and the Youth Group**

**Homestay Booking and Confirmation**

1. We accept that written confirmation of a group between our organisation and Homestay and Venture Breaks (HS&VB) constitutes a contract between us.
2. We will send all relevant details relating to the members of the group to HS&VB no later than 8-10 weeks prior to our agreed arrival date, or in the case of a late booking, immediately following confirmation of the group, so that HS&VB can arrange appropriate services, as required.
3. HS&VB will confirm details of the Homestay accommodation no later than 7 days in advance of the group arrival.
4. We understand that changes to our requirements once the allocation process has started may incur a £10 non-refundable administration charge for each change.
5. We understand that HS&VB reserves the right to cancel any Homestay booking if our organisation has not made full payment of the agreed issued invoice by the due date which is prior to arrival.
6. If we book less than 14 days before the start of our visit we will make full payment on receipt of Invoice and prior to arrival.
7. We will ensure all payments for the group are made to HS&VB directly and if any bank charges are incurred through transferring of funds I accept that our organisation will pay those charges.

**Cancellation**

1. We accept we will notify HS&VB as soon as possible in writing if the group or any members of the group need to cancel, and accept that the following will apply:
   1. For cancellations more than 28 days prior to arrival HS&VB will refund 100% of the fees paid for the

group / individual

* 1. 28 days – 8 days before arrival HS&VB retains 50% of the fees paid for the

group / individual

* 1. 7 days or less prior to arrival, or non-appearance HS&VB retains 100% of the fees paid for the

group / individual

1. If the group or any member of the group fails to arrive on the confirmed arrival date without previous notification to HS&VB we understand it will be considered a non-appearance.
2. If the group or any member of the group leaves early or has to cut short the stay we accept we will not receive a refund of fees for the group or group member.
3. If we are due a refund we will receive it from HS&VB in the same method that we made the original payment.
4. If any Homestay Host cancels their booking, either before arrival or during the stay, HS&VB will make every effort to find a suitable and comparable alternative Homestay Host. We accept we will not have an automatic right to a refund unless an alternative, comparable Homestay Host cannot be found in which case HS&VB will refund us accordingly.

**General**

1. We understand HS&VB are working towards British Council recommended standards and are dedicated to providing a quality service to all their visitors. This includes the assessment of all new Homestays, the ensuring of compliance with Fire Safety, Gas Safety, and Safeguarding standards, and the reassessment of each Homestay Host and their household at the biennial visit.
2. We, or a representative of our organisation, will inform HS&VB of the group’s intended time of arrival. The nominated group leader will liaise with the nominated HS&VB representative while they are travelling so that HS&VB can ensure all Homestay Hosts are available to meet and greet the group.
3. If a group member becomes ill and/or requires medical treatment, the group leader will take responsibility for his or her care.
4. We understand and accept that if a member of our group develops any symptoms of Covid-19 during their time at Weymouth College, they may be required to remain in the Homestay for a period of 2 weeks, or to comply with whatever UK Government guidelines are in force at the time.
5. In the event that any members of our group are not able to return home on the agreed day of departure as a result of Covid restrictions, HS&VB will negotiate with the Homestay Hosts to ensure the individuals can stay for the extra time needed to meet any UK Government Covid requirements. We accept that all additional financial costs incurred for any learner or learners required to remain in Weymouth beyond the group’s agreed day of departure, remains the responsibility of our organisation and/or the parents/guardians of the individuals concerned.

**Responsibilities of Group Members**

1. All members of the group will be expected to conduct themselves in a reasonable manner at all times.
2. In the event that a member of the group behaves in a disruptive manner and a satisfactory resolution cannot be achieved, we understand HS&VB reserves the right to request the individual be sent home at the expense of the group and/or the parent/guardian.
3. If a young person engages in any criminal activity, or is found in possession of illegal drugs or substances, we understand that HS&VB may require the individual concerned to be sent home at the expense of our organisation or the parent/guardian, even if the police have not instigated criminal proceedings.
4. We understand **t**here are specific laws relating to drinking alcohol and visiting pubs in the UK, and will ensure that all the members of the group are aware of the following regulations.

It is against the law:

* 1. To sell alcohol to someone under 18 anywhere
  2. For an adult to buy or attempt to buy alcohol on behalf of someone under 18. (Retailers can reserve the right to refuse the sale of alcohol to an adult if they’re accompanied by a young person and think the alcohol is being bought for the young person.)
  3. For someone under 18 to drink alcohol in licensed premises, except where the young person is 16 or 17 years old and accompanied by an adult. In this case it is legal for them to drink, but not buy, beer, wine and cider with a table meal.
  4. For an adult to buy alcohol for someone under 18 for consumption on licensed premises, except as above

It is not against the law:

* 1. For someone over 18 to buy a young person over 16 beer, wine or cider if they are eating a table meal together in licensed premises

1. If any member of the group loses the front door keys of their Homestay Host or causes damage to property of any kind, whether accidental or otherwise, we understand this remains the responsibility of the individual concerned. In such a situation, we confirm the group leader will, in partnership with the nominated representative of HS&VB, intervene, mediate and seek an appropriate resolution.

**Complaints or Concerns**

1. We confirm we will, where possible, submit any complaints we may have to HS&VB while the group is in resort.
2. We accept that, where possible, all problems or concerns will be investigated at the time and a solution agreed with all involved as appropriate.
3. If any member of the group is dissatisfied with his or her accommodation HS&VB will use all reasonable endeavours to seek alternative Homestay accommodation. If no acceptable Homestay accommodation can be secured then HS&VB will refund an appropriate % of the fee paid according to the circumstances.
4. If any member of the group chooses to stay in a hotel or other accommodation not booked by HS&VB our organisation will retain responsibility for paying any costs resulting from this choice.

**Insurance**

1. Our organisation will purchase adequate group insurance to cover all eventualities e.g., illness, accidents, theft, cancellation charges.
2. Our organisation will advise our group members to acquire travel and medical insurance valid for the UK, including Personal Liability and repatriation costs.

**Liability**

1. We accept that HS&VB and their Homestays will not be liable for any loss, damage, illness or injury to persons or property however caused except where such liability is imposed under UK law. It is the responsibility of the members of the group to take out insurance to cover all such risks.
2. We understand and accept that HS&VB will not be held liable in any way if any service contracted to be supplied by them becomes impossible to supply as a result of any dispute or circumstances that are outside their control.
3. We understand and accept that HS&VB reserves the right to suspend all courses in the event of UK Government Coronavirus Guidance being such as to render it impossible to deliver a quality student experience that is rich in connection and experiential learning.
4. HS&VB accepts that exceptional circumstances beyond the control of our organisation or HS&VB, such as a resurgence of Coronavirus, may lead to an unavoidable cancellation or early departure of a group. HS&VB accepts that they will ensure that all service providers associated with their contract with our organisation understand and accept that no cancellation fees will be payable in such a circumstance in order to comply with UK and EU law relating to student group travel. Should the group or part of the group have to depart earlier, only services already provided, will be payable.

**Disputes**

1. For any dispute arising out of this Contract, I understand and accept that we, and HS&VB, agree to submit to the jurisdiction of the courts of England and Wales having jurisdiction in the matter in question.

**On behalf of our organisation, I understand and agree to comply with all the terms and conditions detailed above:**

**Name (Print)………………………………………………Signature………..……………………………Date…………………….**

**On behalf of (Name of Organisation) ……………………………………………………………………………………………….**

**Name (Print)………………………………………………Signature………..……………………………Date…………………….**

**On behalf of Homestay & Venture Breaks**