ISCA Limited

Our terms and conditions ("**Terms**")

These Terms are made only in the English language. If you do not understand any of the contents of these Terms you must obtain independent legal advice.

1. These Terms

1.1 What these Terms cover. These Terms apply to the Contract**.** All capitalised words in these Terms have the meaning given to them in clause 2 *Definitions* below.

1.2 Why you should read these Terms. Please read these Terms carefully before you confirm your acceptance of the Booking Confirmation and pay **the non-refundable Deposit**. In brief these Terms:

(a) tell you who we are;

(b) how we will fulfil the Booking;

(c) how you and we will correspond;

(d) how the Contract can be changed or terminated; and

(e) what to do if there is a problem,

together with other important information.

2. Definitions

The following definitions shall apply in these Terms:

Booking: the booking as detailed in the Booking Confirmation for the Trip made by you and accepted by us in accordance with these Terms.

Booking Confirmation: our offer for you to enter into the Contract, requesting your acceptance of the Terms, certain details regarding the Student and payment of **the non-refundable Deposit**.

Contract: the contract between you and us for the Booking comprising the Booking Confirmation, these Terms and the *Student Code of Conduct*.

Deposit: **the non-refundable deposit** for the Booking as specified in the Booking Confirmation payable by you in accordance with these Terms, being 30% of the Price.

Price: the total price paid by you to us, including **the non-refundable Deposit**, for the Booking.

***Privacy Policy*:** our policy setting out how we look after your personal data.

***Student Code of Conduct*:** the code of conduct rules applying to all Students attending the Trip which can be viewed on our *website*.

Student: the student for whom the Booking is made.

School: the Student's school, as confirmed in the Booking Confirmation, together with the School's member of staff leading the Trip.

Terms: these terms and conditions.

Terms & Conditions Summary: the summary of these Terms, headed "Terms & Conditions Summary", included with the Booking Confirmation.

Trip: the trip to which the Booking relates.

3. Information about us and how to contact us

3.1 Who we are. We are ISCA Limited a company registered in England and Wales. Our company registration number is 01605416 and our registered office is at C/o George Hay & Company, 83 Cambridge Street, Pimlico, London SW1V 4PS.

3.2 How we will communicate. All correspondence between us must be done via the School. We will never contact you directly and will not accept direct contact from you.

3.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

4. Booking Confirmation and the Contract

4.1 The Booking Confirmation. Once the School has confirmed with you and with us the Student's eligibility to attend the Trip, we will supply the School with the Booking Confirmation who will forward it on to you. The Booking Confirmation is an offer made by us to you to enter into the Contract subject to these Terms.

4.2 Formation of the Contract. The Booking Confirmation will be deemed accepted by you, and therefore the Contract will come into force immediately once all of the following have occurred to our satisfaction:

(a) you have confirmed your acceptance of the Terms by clicking the "ACCEPT" button at the end of the Terms & Conditions Summary;

(b) you have provided the requested details for the Student; and

(c) we have received **the Deposit which is non-refundable**.

4.3 **Delays in confirming acceptance.** If you fail to fulfil any of the three requirements under clause 4.2 on or before the deadline specified in the Booking Confirmation, the Booking Confirmation will be deemed to have expired and you will need to contact the School to discuss the possibility of a further Booking Confirmation being issued. Issuing a further Booking Confirmation shall be at our absolute discretion.

5. The *Student Code of Conduct* & *Mobile Phone Policy*

The Student must abide with both our *Student Code of Conduct* and our Mobile Phone Policy throughout the Trip. You must ensure that both you and the Student have read the *Student Code of Conduct* and the *Mobile Phone Policy* before the Trip and agree to comply with their terms for the duration of the Trip.

6. Visa

The Student must arrange their own standard tourist visa for entrance into the UK before the Trip. Failure to do so will mean the Student will not be able to attend the Trip and no part of the Price shall be refundable to you. We do not accept any responsibility for visa applications. If requested we will assist with the visa application by providing a

cover letter confirming the purpose of the Trip and that all expenses for the Trip have been paid for in advance.

7. Photography

We use images of participating students and/or adults from previous ISCA trips in order to keep our brochure and other marketing material up to date. If you do not want images of the Student to appear in our marketing material, please inform the School in writing before the start of the Trip. Furthermore, we will happily remove all such images from our marketing material if requested by you at a later date after the Trip.

8. Your rights to make changes to the Booking

If you wish to make a change to the Booking please contact the School immediately. We will let the School know if the change is possible. If it is possible the School will let you know about any changes to the Price or anything else which would be necessary as a result of your requested change and ask you to confirm to the School whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract (see clause 11 *Your rights to end the Contract*).

9. Our rights to make changes to the Booking

9.1 Minor changes to the Booking. We reserve the right to make changes to the Booking:

(a) to reflect changes in relevant laws and regulatory requirements;

(b) to implement minor technical adjustments and improvements, for example to address a security threat, poor weather or some other reason beyond our control; and

(c) to address airline scheduling changes including amending the travel itinerary.

In such instances and where possible we may provide alternatives of a reasonably equal or better standard without notice to you and without alteration of the Price.

9.2 More significant changes to the Booking. In addition, we may need to make more significant changes to the Booking for reasons beyond our control. If we do so the School will notify you as soon as is reasonably possible and you may then contact the School to either:

(a) end the Contract before the changes take effect and receive a refund for all sums paid for the Booking as at the date of cancellation (note this does not include the non-refundable deposit); or

(b) accept the change (subject to paying any additional charges or receiving a refund in respect of any resulting variation in the Price) in which case the Contract shall be deemed as varied accordingly.

10. Providing the Trip

10.1 When we will provide the Trip. The Trip to which the Booking relates will take place on the dates specified in the Booking Confirmation.

10.2 What will happen if you do not give required information to us. We need certain information from you so that we can arrange the Trip, in particular the information

detailed in the Booking Confirmation. If you do not provide this information, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 13.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying any part of the Booking if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

11. Your rights to end the Contract

11.1 You can always end your Contract with us:

(a) If you want to end the Contract because of something we have done or have told you we are going to do, see clause 11.2; or

(b) In all other cases, see clause 11.3**.**

11.2 Ending the Contract because of something we have done or are going to do. If you are ending the Contract for a reason set out at (a) to (e) below, the Contract will end immediately and we will refund any monies due in line with clause 12.3. The reasons are:

(a) we have told you about an upcoming change to the Booking or these Terms which you do not agree to (see clause 9.2);

(b) we have told you about an error in the Price or description of the Trip and you do not wish to proceed;

(c) there is a risk that the Trip may be significantly delayed because of events outside our control;

(d) we have suspended the Trip for technical reasons, or notify you we are going to suspend the Trip for technical reasons, in each case for a period of more than 7 days; or

(e) you have a legal right to end the Contract because of something we have done wrong.

11.3 Ending the Contract where we are not at fault. Even if we are not at fault you can still end the Contract before the Trip begins, but you may have to pay us compensation and cover the cost for any payments we have already made on your behalf for the trip, such as flight costs. If you want to end the Contract in such an instance, you must contact the School in writing immediately to advise them of this. Subject to our agreement the Contract will end immediately and we will refund the Price already paid subject to reasonable compensation for the net costs we will incur as a result of your ending the Contract as set out in clause 12.3.

12. How to end the Contract with us (including if you have changed your mind)

12.1 Tell us you want to end the Contract. To end the Contract with us, please let us know as soon as possible by contacting the School in writing. We will review the reason given for cancellation and advise the School whether your application to cancel has been accepted or not. Our decision will then be passed on to you.

12.2 How we will refund you. In the event of valid cancellation of the Contract and provided payment of the Price has already been made in full, we will refund you the Price by the method you used for payment. However, we will make deductions from the Price, as described below. For the avoidance of any doubt, since **the Deposit is non-refundable**, no refund of the Price will be payable if only the Deposit has been paid.

12.3 Deductions from the Price on refunds. In the event of the Contract being cancelled pursuant to clause 11.2 or clause 11.3 or clause 13.1 or clause 13.2 after full payment of the Price has been made, the following amounts of the Price are eligible for refund as determined by the cancellation date:

Month of cancellation in year of the Trip	% of Price refunded
April	50%
May	25%
June/July	0%

For the avoidance of any doubt, since **the Deposit is non-refundable**, regardless of the reason for cancellation set out in section 11, no refund of the Price pursuant to this clause 12.3 will be payable if only the Deposit has been paid.

12.4 When your refund will be made. We will make any refunds due to you within 14 days of your telling us you wish to cancel the Contract.

13. Our rights to end the Contract

13.1 We may end the Contract if you break it. We may end the Contract at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due; or

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Booking, in particular the information requested in the Booking Confirmation.

13.2 We may end the Contract prior to the Trip due to the Student's actions. In the event that the Student is permanently excluded from their school for whatever reason, we may end the Contract by writing to you, and in such an event our refund policy detailed in clause 12.3 will apply.

13.3 You must compensate us if we end the Contract pursuant to clause 13.1 or clause 13.2. If we end the Contract in the situations set out in clause 13.1 or clause 13.2 after full payment of the Price has been made, the refund amount will be determined pursuant to the table set out in clause 12.3. For the avoidance of any doubt, since **the Deposit is non-refundable**, no refund of the Price will be payable if only the Deposit has been paid.

14. If there is a problem with the Booking or the Trip

14.1 How to tell us about problems. If you have any questions or complaints about the Booking or the Trip, please contact the School.

14.2 Summary of your legal rights. We are under a legal duty to supply the Booking and the Trip in conformity with this Contract. Nothing in these Terms will affect your legal rights.

15. Deposit, Price and payment

15.1 The non-refundable Deposit. The Price includes **the non-refundable Deposit**, being 30% of the Price, which is used on receipt by us to secure the Student's flights and accommodation for the Trip and to cover general administration costs. As a result this deposit is non-refundable any time after booking.

15.2 **Where to find the Price for the Booking.** The Price will be the Price indicated on the Booking Confirmation. We take all reasonable care to ensure that the Price advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the Price.

15.3 **What happens if we got the Price wrong.** It is always possible that, despite our best efforts, the Price stated on the Booking Confirmation may be incorrect. We will normally check the Price before submitting the Booking Confirmation. However, if we accept and process your Booking Confirmation where a Price error has occurred, we may end the Contract and refund to you all sums you have already paid.

15.4 **When and how you must pay.** We accept payment with credit card, debit card or American Express. You must pay **the non-refundable Deposit** on accepting the Booking Confirmation. The balance of the Price will be payable on 31 March 2022.

15.5 **Surcharges on payments made.** A surcharge of 1.75% of the sum paid will be added to all credit card payments and a surcharge of 2.9% of the sum paid will be added to all American Express payments.

15.6 **We may charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.

16. Liability for loss or damage

16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a

foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with the School and this was explained to us during the sales process. Our total liability to you under this clause 12.1 shall be limited to the Price.

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, subcontractors or suppliers, or for fraud or fraudulent misrepresentation**.**

16.3 **You shall indemnify us.** You shall indemnify us and keep us indemnified from and against any and all direct and indirect loss, damage, costs, claims, demands or liability arising out of any injury or other loss to us or our employees, agents or our contracted third parties resulting from your or the Student's negligence or breach of the Contract or the ***Student Code of Conduct*** unless we are liable for the same under these Terms.

17. Travel insurance

We strongly recommend that you arrange your own insurance for the Trip. It is your responsibility to ensure that the insurance policy you arrange provides the appropriate

coverage for the duration of the Trip. If you require any advice on this matter please consult with an insurance specialist.

18. Personal possessions

We accept no liability for loss or damage to your or the Student's personal possessions. You and the Student must take all appropriate measures for the protection and security of all personal possessions.

19. Use of your personal information

How we may use your personal information. We will only use your personal information for the purposes of the Contract as explained in our *Privacy Policy*.

20. Other important terms

20.1 Our obligations or rights under the Contract may be performed by us or through our employees, agents, subcontractors or affiliates.

20.2 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

20.3 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the rest of these Terms.

20.4 If a court finds part of these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides

that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Booking, we can still require you to make the payment at a later date.

20.6 **Which laws apply to this Contract and where you may bring legal proceedings.** These Terms are governed by English law and you can bring legal proceedings in respect of the Booking in the English courts.

ISCA Limited 05/04/21