

# **Exodus Teams Booking Conditions**

# Please read the following booking conditions carefully, as they set out the terms and conditions of any contract between you and Exodus Trust ("We, us, and our").

An Exodus Team Placement is our official terminology for an Exodus Team. It exists if you book at the same time a combination of two or more package components which are offered for sale, or sold at an inclusive price by us. When you buy an Exodus Team Placement, you will receive a confirmation invoice from us confirming your arrangements and in accordance with "The Package Travel, Package Packages and Package Tours Regulations 1992" all passengers booking are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to our insolvency.

**1. Contract**: The contract is between Exodus Trust, registered charity no. NIC102463, company limited by guarantee no. NIO65788 and the Team Member (or the Team Member's Parent or Guardian for under 18s) as shown on the Confirmation & Invoice. Note that the following booking conditions do not affect your statutory rights. No contract will come into force between you and Exodus until Exodus has all the information needed to process your application, has received your Parental Consent form, Personal Contribution deposit and has confirmed your place in writing. A booking is made with us when a) you complete the online application form b) you accept our verbal or written quotation by paying the deposit for the Personal Contribution. A binding contract will come into existence as soon as we have issued you with a booking confirmation invoice even though we may have taken and issued a receipt for payment. While no individual U18 will be able to travel without parental consent, the booking contract and financial liability associated with that will come into force if the above conditions are met.

# 2. Our obligations

# o Receipt

We accept your booking and payment on the basis that you wish to participate in an Exodus Team Placement and that upon giving us this information you are agreeing to purchase the trip under the Terms of this Contract. We may not process your payment for some time or may encounter failure to collect the payment based upon the information given, but this does not relieve you of liabilities under this Contract to make payments.

# o Confirmation

We reserve your flight seats, car hire and accommodation, etc. We will then issue either by post or email to the Team Member or where appropriate the Team Member's Parent or Guardian, our Confirmation & Invoice which will show the total Personal Contribution required and the due date, if any, by which payment must be received.

# o Exodus Team Placement price

The Personal Contribution shown on your Confirmation and Invoice is fixed unless you seek to amend your team arrangements in any way or there are changes to Government imposed taxes or charges prior to completion of your team. The prices shown on our website may change at any time.

# o Changes to your Exodus Team Placement

Occasionally the travel dates of the Exodus Team Placement published online or in the brochure may change by up to 3 days in response to circumstances beyond the control of Exodus. Team Members are strongly advised to keep the days before and after the published dates free. We are unable to make any payment if changes are made as a result of force majeure. This includes but is not limited to acts of God, acts of threat of war; government action, strike, civil unrest, fire, failure of public utilities, medical emergency, natural, including weather threat or disaster, nuclear threat or disaster, terrorist threat or action, or airport closure. Force majeure also includes any recommendation by the foreign & commonwealth office travel advice unit. You are advised to check this information online at Foreign travel advice - GOV.UK (www.gov.uk).

# $\circ$ Cancellation by us

Exodus Trust reserves the right to cancel or change the publicised Exodus Team Placement in any circumstances. If this happens Exodus Trust will endeavour to organise a new placement. If this is not possible the first £50 of the deposit will be retained toward expenditure already made on behalf of the team member for the team meetings & preparation. Refunds of the remaining receipted Personal Contributions will then be made to those who made the payments.

Exodus will follow FCDO advice when making decisions around where teams travel and will **reimburse team members if a trip is** cancelled, curtailed or rearranged because:

- the FCDO or the United Kingdom government advice for a destination on the day a trip to that destination is cancelled differs significantly from that published at the time that travel was booked. Referring to the traffic light system, this is applicable if a destination country changes from green to red
- the FCDO or government advice is revised significantly during a trip undertaken by a team member from that published when the trip commenced. Referring to the traffic light system this is applicable if a destination country changes from green to red whilst on a journey

# o Our liabilities to you

Exodus accepts liability for acts and/or omissions of our employees, agents and suppliers while acting in the course of their employment with us. We accept responsibility for deficiencies in the service we are contracted to supply except in the case of force majeure as defined above.

Our liability will be limited to twice the cost of the team. We are not responsible for the death, injury or illness of anyone who booked with us unless when caused by negligent acts or omissions by employees or agents acting within the course of employment with us. We will, however, offer assistance to anyone booked with us who suffers injury or illness arising from activities outside the scope of their team arrangements. This will be limited to £5000 per booking and in the event that a successful claim is made against any insurance, will be recoverable to you.

# 3. Your obligations:

# o Application

Application forms must be fully completed by the Team Member before being accepted for a team. For summer placements: **a. Leadership applications** should be completed where possible by the final Friday of November.

**b. Team Member Applications** should be completed by the **published early Application deadline in** the year of travel. Team Members submitting applications after this date may experience availability problems.

c. **Applications to teams** will be closed at the discretion of the Exodus Leadership. Please note that a completed application form does not guarantee a place on a first team of preference. However, we will endeavour to place people in an appropriate team. If any of the information given on the application form is found not to be correct or is incomplete, then the Team Member can be asked to leave the team.

# o Contract

Your place on the Exodus Team Placement is confirmed when we issue your Confirmation & Invoice by email or post. Please advise us if you have not received this within 14 days of team meetings starting. On the receipt of your Confirmation & Invoice, PLEASE CHECK it carefully, particularly with regard to spelling of names which must agree with that in your passport, as any errors may incur administration charges. The cost for which you will be liable.

# o Team Lifestyle Agreement

All leaders, co-workers, Extend & Ex-press team members are asked to support the Exodus Ethos and Statement of Faith which is available at <a href="https://www.exodusonline.org.uk/about">https://www.exodusonline.org.uk/about</a>

We expect all team members including leaders and co-workers to attend weekly team meetings, fully support the team's fundraising efforts and to agree to abide by the Team Lifestyle Agreement which is summarised below:

Whilst at Exodus events including team meetings, the residential, fundraisers, social nights and the summer placement I will:

- Respect those in leadership over me and accept their authority.
- Build positive and inclusive relationships with all team members
- Endeavour to make a positive contribution to the team and with whom the team has contact.
- Refrain from consuming alcohol and illegal drugs.
- Refrain from attending nightclubs.
- Adopt a modest dress code.

# o Attendance at weekly meetings

Team Members must attend at least 75% of weekly team meetings. If a Team Member's attendance is not adequate this may result in not being part of the Exodus Team Placement.

# o Fundraising

All Team Members will be required to put in significant effort in raising the appropriate funds to make the project happen.

o The Approximate fundraising per person is  $\pounds$ 120 for Irish teams,  $\pounds$ 350 for European destinations and  $\pounds$ 450 for others.

o Team members or leaders must not use team fundraising events to raise money towards their Personal Contribution.

# o Amendments to your team arrangements

We will consider any requests from the Team Member and or the Team Member's Parent to change your team arrangements and will use our best efforts to assist you. We may need to make a charge for this and will advise you prior to accepting your instructions. In some circumstances, it may be necessary to treat the change as cancellation. We can only accept changes that are notified in writing by email or by post.

# o Cancellation by you

If there are any changes in the medical circumstances of the Team Member throughout the programme the Team Member or the Team Member's Parent or Guardian must inform Exodus without delay. If a team member falls sick or is injured prior to departure and cannot travel then, if possible, Exodus will claim back what was paid on travel expenses from the Insurance Policy. This may not cover the full amount of the Personal Contribution. Exodus holds the right to retain the administrative fee, insurance and material costs. The individual will then receive what is left to the value to which has been contributed toward the team at that moment in time. If you pull out of team for anything other than a medical reason you will most likely be liable for any costs incurred.

Exodus are unlikely to be able to refund a team member for costs associated with cancellation, curtailment or rearrangement if:

- The team member (or their parent/guardian for under 18s) chooses not to proceed with a trip because the team member does not want to follow restrictions or guidance set by a local government.
- The team member (or their parent/guardian for under 18s) decides not to proceed with their trip based on their own analysis of risk beyond FCDO advice.

**o** Changes to your team arrangements after departure. If you decide to change your arrangements whilst overseas you will be breaking this contract. All remaining accommodation will automatically be cancelled and we shall be unable to accept any liability for any loss, damage or other claim resulting from your placement.

# o Airline check-in times

You must present yourself for check-in at least 2.5 hours prior to the scheduled departure of your aircraft.

# 4. Interviews

New leaders will be interviewed before the team commences, or anyone Exodus deem necessary, will be requested to attend an informal interview. Interviews for Team Members, where necessary, will be held. Most applicants will also be asked to attend an informal interview before places are confirmed.

# 5. Age Limitations

a. Leaders and Co-workers must be 19+ on or before the 30th June of the year of travel.

**b**. Applicants to teams using the Ex-plore and Ex-change courses must have turned 15 on or before the 30th June of the year of travel. (4th year +).

c. Applicants to teams using the Ex-press course must have turned 17 on or before the 30th June of the year of travel (Lower 6th+) OR have previously completed the Ex-change course.

d. Applicants to teams using the Ex-tend course must have turned 18 on or before the 30th June of the year of travel (Upper 6th+).

# 6. Police Checks - ACCESSNI, Garda Vetting or the equivalent

Exodus Police check all our leaders and co-workers and maintain the right to request police checks on other participants aged 16+ where appropriate.

# 7. Payment

We will notify you of the payment schedule on your Confirmation & Invoice. You will then receive an invoice for the required payments. Payments should then be paid online via the invoice or with cash or cheque payable to "Exodus" given to a team leader or Exodus staff member. Failure to ensure that we receive final payment will result in your placement being cancelled.

# 8. Bursary

Exodus offers a bursary to those requiring assistance with their Personal Contribution.

a. This is not full payment but rather assistance with.

b. Bursary Application Forms can be obtained on the <u>Exodus website</u>. Bursary applications must be made before the deposit deadline.

c. Team Members receiving the bursary may have to attend an interview and complete a short report after the project

d. Bursaries will not be granted to Team Members choosing a team where a destination with a lower personal contribution was available.

e. Bursaries are not available to members of church or partner teams.

**9. Contact Address:** Please note that we shall address all correspondence and deliver travel documents to the Team Member (or the Team Member's Parent or Guardian for under 18s) on the Confirmation & Invoice who is responsible for all payments and ensuring others named on the Confirmation and Invoice accept the conditions also. Exodus will not make any cancellation or amendments or enter into correspondence regarding the reservation with any other party other than the Team Member or the Team Member's Parent or Guardian as named on their application. We cannot accept any responsibility for any matters arising due to inaccurate postal or email addresses given or failure to advise us of updates to the same.

# 10. Passports, Visas & Vaccinations

All Team Members travelling beyond the UK or Ireland must hold a passport with a date of expiry 6 months beyond the date of return travel. If a Team Member does not comply with this requirement and consequently cannot travel, they (or the Team Member's Parent Guardian for under 18s) will be responsible for the financial difference between whatever expenses have been incurred on the Team Member's behalf and what has been paid in Personal Contributions. No refund on Personal Contributions paid will be given. For team members travelling to destinations requiring visas, passports may be collected as early as March of the year of travel. Passports that are required for personal trips during the visa application period will be processed on a case-by-case basis. Team Members may need to get a temporary Passport for other trips.

Airlines will not permit passengers to travel who do not have proper documentation and comply with regulations. All passengers must be carrying a valid passport in the same name as their airline ticket.

Participants are required to **follow any Exodus protocols and local government regulations** as they relate to COVID-19. Where necessary we will advise you of any <del>v</del>accinations required to gain entry to any country you are visiting but final advice and action should be sought from your doctor. Please visit FAQ entry and immigration requirements if you are in doubt about your ability to comply with the immigration requirements of the countries.

Unless otherwise stated costs associated with visas, vaccination, COVID tests or quarantine that may be advised or required by the local government or a destination country are not covered within the Personal Contribution. Organising and payment for these when associated with the Exodus Team Placement is the responsibility of the Team Member not Exodus.

# 11. Insurance

Exodus Travel Insurance Policy covers an individual's luggage to the value of Personal Belongings: £15,000 (25% deductible for items over £2,000), Money: £10,000 (25% deductible for cash in excess of £2,500), and Medical Expenses unlimited. The excess on this policy is £250 per claim. Team members planning to take equipment away that is not deemed essential for the team are responsible for making appropriate arrangements to insure such items. We also have Public Liability cover to the value of £5,000,000 per incident. The excess on this policy is £250 per claim. Specimen policy wordings can be obtained through our Operations team in the Lisburn office.

# 12. What to expect

Infrastructure in some countries in relation to travel and accommodation may be substantially lower than what the Team Member would expect in the UK. Exodus Trust will however be responsible to provide nutritious food, safe transport and accommodation

#### 13. Medical Emergencies

In the event of illness or accident requiring emergency treatment, the team leader or co-worker will sign on behalf any written form or consent required by the hospital authorities, if the delay required to obtain the named parent/guardian is considered inadvisable by the doctor or surgeon concerned.

# 14. Travel itinerary – final arrangements

We aim to issue the Team Member (or the Team Member's Parent or Guardian for under 18s) with team travel and information documents at least 7 days prior to your departure. If we are unable to meet this target, we will notify you by email of any delays. Please note that for some teams, we may issue these documents significantly in advance of this target.

#### **15. Exodus Team Placement Information**

We have done everything possible to ensure that the information we have given you on our website including that about events is correct and up to date. We update our website frequently to reflect those changes that we know about but we do not have control over them. Consequently, should events not take place, we can accept no liability and the placement arrangements confirmed will stand. Please note, also, that we have no control over the websites with which we link. Advertised facilities on these and our own websites do change and we can accept no responsibility for these changes.

#### 16. Overbooking

It's a common fact of modern travel that hotels and airlines seek to maximise their occupancy by taking more bookings than there is space available in order to compensate for no-shows. We monitor our suppliers very closely to avoid potential disruption to your placement. Consequently, if we feel there is a chance you may be inconvenienced, we will contact you as soon as we are aware of the possibility and propose alternative arrangements.

#### 17. General information

a) Joint services: Please note that two airlines may share the same services, therefore a flight may not be operated by the airline whose designated code is shown on your itinerary and ticket.

b) Taxes: Your Personal Contribution includes all mandatory taxes including any departure taxes which have to be paid locally.c) Tipping: Your arrangement does not include tips. However in some parts of the world, tipping is a major part of employees income and we give guidance as to the level expected. Please do follow this advice for the benefit of future travels.

# 18. Complaints

Should you have cause for dissatisfaction with any of the arrangements made by Exodus Trust, on your behalf, you should immediately contact your team leader explaining your dissatisfaction and seeking resolution. Complaints can usually be resolved far more quickly and to your satisfaction while away. If after this procedure you remain dissatisfied, please notify an Exodus staff member in writing and call our 24 hour help-line. We will then do our utmost to resolve the matter. Please note that we must be notified within 24 hours if we are to be able to resolve matters quickly and that without a written report there is nothing we can do either immediately or subsequently. Should you continue to remain dissatisfied with our handling of the matter, please write to our Operations Team in the Lisburn office. We will investigate further and reply fully within 28 days. If this is not possible, we will send you an interim letter advising of our progress.

#### **19. Suppliers conditions**

Our third parties have their own booking conditions and conditions of carriage, and you will be bound by these, so far as the relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

# 20. Special Requests

If you have a special request for anything that is not automatically part of the arrangement booked, please advise us and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try to help you, but we cannot guarantee any request unless it is noted on your invoice/ receipt and we also confirm the request separately in writing. We must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met e.g. special meal types on flights.

# 21. Information accuracy

Sometimes activities we describe will be withdrawn for reasons such as maintenance, bad weather or changes in circumstance. If possible, we will tell you about the withdrawal of any significant activity as soon as possible.

# 22. Personal information

We care about privacy. We believe deeply that each individual matters and so your interaction with Exodus will reflect that. In particular, we are committed to your privacy and looking after your personal information with the highest standards of care and integrity. We are also committed to operating lawfully and within the <u>General Data Protection Regulation</u> (the GDPR). We only collect what is needed. We gather the information essential to help us serve you or which you have agreed we can use for your specific connection or involvement. We do not keep or use data any longer than is necessary. We only use or store your information for as long as you are connected or involved, or where we have a legal obligation to retain specific records. We dispose of all unnecessary information in a timely and appropriate manner. We prioritise security. We are committed to maintaining the confidentiality and security of your personal details (digital and physical).

Medical/dietary info will be passed onto your host so that they can cater for any needs. We will provide your personal information, as well as any personal information you provide in relation to those other persons who form your booking party, to suppliers and carriers who might be located outside the UK and/ or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability related requirements, which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of services to you. We will never pass it on to another individual, charity or company for their own purposes and we only share data with carefully selected service providers who work for us and care for your data as we do. We will also respond swiftly where action regarding data is required. To find out more, please don't hesitate to get in touch. You can visit http://exodusonline.org.uk/privacy-policy/, email hello@exodusonline.org.uk phone (028 92661 220) or write to us (Data Team,

Exodus, 29 Railway Street, Lisburn, BT28 1XP). We are registered with The Charity Commission Northern Ireland - registered as a company in Northern Ireland (NI065788).

#### 23. Behaviour and Cancellation by us

Following a breach of the team lifestyle agreement, or insufficient commitment to team meetings and/or fundraising or false or incomplete information on any application then the Team Member may be removed from the team. In this case team members (parent/guardian for under 18s) will be responsible for the financial difference between whatever expenses have been incurred on the Team Member's behalf and what has been paid in Personal Contributions. No refund of Personal Contributions will be made. Whilst on the Exodus Team Placement, if in the opinion of Exodus, or of another person in authority, the Team Member is behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, or they are not following the 'Team Lifestyle Agreement', arrangements for the Team Member to be sent home will be made. In such an event, we shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses we incur as a result of your behaviour. Accommodation management, airline or airport personnel can also take such action. If you damage your accommodation or cause delay or diversion to your flight, you agree to indemnify us against any claim including costs made against us.

#### 24. Photography

Photography (which may include the Team Member) taken during team activities at home or the Placement may be used in future publicity or other materials or events by Exodus Trust. Use of photos falls under the Exodus Good Practice Guidelines.

# 25. Package Travel and ATOL

Package holidays, including accommodation, transport and flights are protected under the ATOL scheme following payment of the applicable deposit. Our ATOL reference is 10999 under our trading name Exodus Trust. The named traveller(s) on the ATOL certificate will be protected upon payment of deposit until the end of the trip in the event that Exodus Trust ceases trading. The named traveller(s) will be entitled to a refund or complete the trip and return to the UK. Instructions on how to make a claim can be found at <u>www.atol.org.uk</u>.

# 26. Law and Jurisdiction

By completing the application and/or signing a Parent or Guardian consent, the Team Member and Team Member's Parent or Guardian accept the authority and decisions of those in Leadership with Exodus Trust. Your contract will be governed by N. Ireland law and any disputes will be dealt with in the courts of N. Ireland.