# **Terms and Conditions of Membership**

### **Code of Conduct**

It is expected that every member of the U3A Jávea will behave in a respectful and courteous manner in all dealings with fellow members, guests, affiliated organisations, the authorities and all our other friends and neighbours in Spain.

Group activities will be conducted in a friendly and harmonious manner by all participants so as to positively enhance the overall experience of our members.

Behaviour which is inappropriate, disruptive, intimidating or discriminatory will not be tolerated under any circumstances.

The reputation of the U3A Jávea is reflected in the overall demeanour of its members in all activities and it is important to avoid harming that reputation by inappropriate actions or negative comments.

Any breaches of this Code can be reported by a member or Group Leader to the Committee to be dealt with under our Grievance Procedure below.

## **Grievance Procedure**

Any member of the U3A Javea having reasonable cause to complain about the behaviour of another member which may be contrary to the interests of the Association or give rise to damage to the Association's reputation may bring the matter to the attention of the Executive Committee. Such actions include contravention of the Statutes of the Association or infringement of the Members' Code of Conduct or Group Guidelines.

Should the member who has committed the infringement be a member of the Executive Committee then the complaint will be independently investigated by a different member of the Executive Committee.

The Executive Committee will investigate the matter in order to decide whether or not the member committing the infringement should be sanctioned. Should the Executive Committee decide, as a result of its investigation, that the infringement has been substantiated then sanctions will be imposed. Dependent upon the seriousness of the infringement the Executive Committee may decide to omit some of the steps up to the final (fourth) sanction.

The available sanctions are –

- 1. For minor infringements, a verbal warning will be given.
- 2. For serious infringements, a written warning will be given.
- 3. For severe infringements, a second written warning will be given.
- 4. For the worst case infringements or repeated infringements in 1, 2, or 3, cancellation of membership and permanent expulsion from the Association with immediate effect.

## Membership fees

Membership fees will not be fully or partially refunded except in the case of payment error.

# Terms and Conditions of a U3A Jávea Travel Trip

Please read the following as any request to book a trip will mean that you have accepted and agreed to them.

#### **Financial Matters**

- 1. The U3A Jávea organises trips for members on the basis that we are not acting and cannot act as a registered Travel Agent in Spain and are therefore not party to any financial guarantee Scheme run by the Spanish Government. We therefore do not and cannot carry insurance protection against the risk of a travel supplier (e.g., hotel, cruise company) becoming insolvent and because of this we cannot accept liability for any money lost should a failure occur.
- 2. When booking hotels and other trip elements we will always endeavour to use reputable and established companies to minimise any risk to any money we have paid over on your behalf.
- 3. We will arrange trips with Travel Agents from time to time and if this is the case, we will inform you in the information that applies to the individual trip. In these cases, the trip will be covered by the Financial Guarantee Scheme run by the Spanish Government through the Travel Agent used.

#### **Health and Safety**

4. Activities or excursions arranged by U3A Jávea are done so having regard to the health and safety of members but undertaking such activities or excursions is entirely at your own risk.

5. Neither the Trip Leader nor the U3A Jávea has any responsibility for illness or injury suffered during the activity or excursion. If you become ill or are injured and cannot continue your trip, any costs are your responsibility, and you should ensure that you have adequate Travel and Health Insurance.

#### **Amendments/Changes to advertised trips**

- 6. Changes to the event/trip offered may become necessary, either prior to the commencement or during the trip, which are solely at the Trip Leader's discretion and members' safety will always be paramount; for example, inclement weather may make it unsafe to undertake an activity or excursion or schedules for visiting monuments etc may be changed, or planned festivals may be cancelled.
- 7. We reserve the right to replace any part of the advertised trip with an alternative arrangement of equivalent standard. If we do this, we will inform you.

#### Your responsibilities

- 8. You must be a current member of the U3A Jávea, and you will have to provide your membership number when booking. Membership is not transferable between different U3A branches, whether in Spain or elsewhere.
- 9. All members are responsible for ensuring that they have appropriate Travel Insurance for their needs. Non-Resident members in particular, must ensure that they have relevant health cover.
- 10. You must ensure that all your travel and insurance documents are in order and where applicable you arrive in plenty of time for checking in at the departure point.
- 11. If you have a problem whilst on the trip, this must be reported to the Trip Leader at once. If you do not do this there will be less opportunity for us to investigate and rectify your complaint.
- 12. We may provide general information about any health formalities required for your trip, but you should check with your own doctor for your specific circumstances in good time before your departure.

#### **Special needs/Restricted Mobility**

13. Some tours/events may not be suitable for members with restricted mobility – if you are at all unsure about the walking or access difficulty level of any tour, please discuss this with the Trip Leader prior to making a booking. If you use a wheelchair, you must have your own companion to assist you, other members cannot be expected to do this.

14. The Trip Leader will endeavour to ensure that some places are available for solo travellers, but the availability of rooms/cabins is subject to availability from the providers involved.

#### **Cancellation Policy**

- 15. Any cancellation or amendment request must be made to the Trip Leader by email, WhatsApp or telephone call and will take effect at the time it is received. The Trip Leader will endeavour to fill your place(s) and in that case a full or partial refund will be possible.
- 16. If a replacement(s) cannot be found then any element of the trip that has already been paid for will be subject to the terms and conditions of the supplier of that element e.g., the cost of a coach trip often cannot be refunded as the price has been based on the number of attendees.
- 17. Cancelled hotel rooms and cabins are subject to the terms of cancellations of the supplier, which maybe be as much as 100% depending on the time of the cancellation. Your own insurance may cover these costs. The Trip Leader will advise you specifically about the situation for the trip when you contact them about your need to cancel.

#### **Booking and Paying**

- 18. Members will be notified of trips by email including details of how to book and whether a deposit or full amount is needed reservations are only confirmed once the required payment has been received.
- 19. Payment can be made by Bank Transfer or Card Payment online.
- 20. **For Bank Transfers** <u>Click here</u> for full details of how to make a bank transfer. You must include the bank reference code (given with the information about the event/trip) along with your name(s) and email a copy of the transfer document to the Trip Leader.
- 21. **For Card Payments Online** you will either be able to pay via the booking form which will direct you to our secure payment screens or will be sent a payment link by the Trip Leader.

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