

# Joyride Silver Adventures LLC

## Policy & Procedure

### Managing Partners

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### Overview

Joyride Silver Adventures, known as JSA, has policies, risk assessments and a variety of protections in place for our clients. These pages deal with health and safety, complaints, quality, etc.

### Equal opportunity

JSA is committed to creating and maintaining an inclusive environment to maximize the potential of all staff and clients, providing equal opportunities in all aspects of employment and activity and avoiding both immoral and unlawful discrimination. JSA will additionally not tolerate discrimination, harassment, bullying or victimization of contracted employees or third parties who work on our behalf.

### Crisis management

The following document provides a summary of the actions to be taken in the event of a crisis on a JSA tour. It is to be used as a general guide to the overall procedures only.

What JSA will do. The team on the ground will be in the best position to make decisions. They will be supported by the rest of the JSA staff and facilities by providing information and coordinating communications where required. The general stages will be:-

- Assess the situation
- Prevent escalation of, or further Crisis
- Secure safety of group
- Administer first aid or other appropriate measures
- Notify JSA office
- Coordinate evacuation measures as required
- Liaise with emergency medical personnel as required
- Accompany any casualties throughout

Continue to communicate with JSA office

- Record all events, decisions and actions. The JSA office will:
- Provide additional information, options and guidance to group leader
- Coordinate and communicate with evacuation providers
- Communicate with insurance company
- Communicate with Next of Kin
- Communicate with any other organizations such as the press
- Record all events, decisions and actions.

### PARTICIPANT CODE OF CONDUCT

This Code of Conduct expands upon and is subject to the legal and contractual obligations as set out in JSA Terms and Conditions, by detailing in general terms the range of responsibilities that the participant is expected to assume and guidelines as to the standard of behavior that he/she shall adhere to.

The following points should be kept in mind: The participant is required to read the Standard Terms and Conditions carefully, so that he/she is fully familiar with their expected obligations. All participants must take note of information given to them and take responsibility for themselves and each other. The tour guide will be responsible for taking any disciplinary measures (for example terminating the Participant's trip and ejecting them from the group) as a result of any Participants misbehaving or otherwise failing to comply with their obligations. The participant could, by failing to observe his/her obligations cause the loss of property, injury to themselves or another participant, and have a detrimental effect on JSA standing and reputation. The participant should also be aware of his/her "duty of care" to both other participants and local people.

**RESPONSIBILITIES OF PARTICIPANTS: Motivation & Morale.** The tour may involve fatigue and discomfort, and (at worst) having to deal with unforeseen circumstances such as illness, injury, extreme weather conditions and even violent crime. Therefore, the Participant should try at all times to do everything within his/her power to keep up motivation and morale, without blinding them to the seriousness or gravity of any given situation. **Group Dynamics.** The Participant should be aware of, look out for any behavior which is likely to be divisive and/or disrupt the trip. Such behavior includes sexual harassment, mental or physical bullying, and voicing personal views on topics such as politics and religion. **Attitude.** It is not uncommon for the team to face problems resulting from arduous conditions, failure of plans, frustration with local events etc. In these instances Team morale can be undermined rapidly especially if participants display negative attitudes, as it will very quickly filter through the group. If at any time the participant feels that the problems lie with JSA, in particular if they feel that those problems may have resulted in a mishap which they are having to deal with, they should always put their thoughts, feelings and suggestions to their tour guide confidentially. On no account will the tour guide air their complaints openly before the Participants. **4. Awareness.** JSA strives to be a safe organization that engenders a culture of safety amongst all its Participants, guides, and Associates.

## **PARTICIPANT CODE OF CONDUCT**

**BEHAVIOR GUIDELINES:** Participants should try to adhere to the following behavior guidelines. 1. No inappropriate Relationships. 2. Alcohol abuse. 3. No smoking (including e-cigarettes or vaping) on or within 25 feet of the bus. 5. Courtesy and Demeanor. Participants should at all times deal courteously with all individuals with whom they come into contact during the trip

**RULES THAT ARE NON-NEGOTIABLE:** Drugs. In this case a hard and fast rule as follows: The purchase, possession and/or use, of nonprescribed and/or illegal drugs by any participant during the trip is forbidden. Harassment and/or foul language will not be tolerated by JSA.

All passengers are to remain seated at all times while bus is in motion with seat belts fastened.

## **Responsibilities**

The Following lays out the responsibilities that each of the three main parties involved in a venture owe to each other.

JSA should be responsible for ensuring that:

- The tour guides & associates are competent for the task and are deployed within the limitations of their personal experience and skills
- An appropriate document detailing the organization's policy on safety and procedures is understood by JSA staff
- Information about safety policy, procedure and practice is available to the participant
- The ratio between participant and leader ensures adequate control and safe conduct of the activity
- The participant is assessed as being fit for the proposed activity, as far as is reasonably practicable
- In the event of any serious incident or accident the organization's accident reporting procedure is followed.

## **Health and Safety Policy**

Our policy is the reduction of risk to health and safety as far as is practically possible. We have staff who have been trained in how to look after clients safely, and what to do in the event of an emergency.

Passengers should wash hands or use hand sanitizer frequently, this is the best way to control the spread of germs.

**Risk Assessments** JSA strives to assess risks associated with activities and locations, as well as the development of measures to minimize these risks. Produce risk assessments and update and evaluate the risk assessments Use reliable and safe vehicles which have the required paperwork.

**Emergency.** Emergency numbers are posted on bus. All buses must carry a first aid kit. Staff is trained in bus emergency. Staff is CPR/first aid trained. Staff is in-serviced yearly on customer service, safety and security. JSA keeps records of all incidents, accidents and emergencies and carry out a post-incident evaluation to improve procedures in the future.

## **Our commitment to you**

We are committed to bringing you the best quality trip that we can, with honesty and integrity from our staff. We respond to feedback and complaints with a personal response and describe our trips fairly. We are bonded with Surety1 for maximum financial protection. Protecting your personal information. We only ask for information that is strictly necessary to complete your reservation with us.

## **TERMS AND CONDITIONS**

The following booking conditions form the basis of your contract with JSA. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions apply to the trip arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

## **Booking your trip and payment details**

**To make a booking** please follow the procedure shown on our website or ask for an offline application form. The relevant application form needs to be completed by each person travelling. The completed booking form must then be sent to us together with the payments referred to in paragraph below.

Where we have already confirmed the availability of your chosen arrangements and you book within any applicable time limit for doing so, your booking will be treated as firm and a contract between us will come into existence as soon as we receive your completed application form and your payment. We will then send you a receipt for all payments made. Where we have not confirmed availability, your booking will be treated as firm and a contract between us will come into existence when we dispatch our invoice to you. Where you book through our website without prior confirmation of availability, any electronic acknowledgement of your booking is not a confirmation of it. Please check your invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete. If, for any reason, the balance is not received by the due date, we reserve the right to treat the booking as cancelled by you. We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

**\*Special requests:** Please advise us of any special requests prior to making your booking.

The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control. Your itinerary will, however, be the same in content as far as is reasonably possible,

Changes and cancellation by us: As referred to above, we may have to make changes to and correct errors in advertised and confirmed details and also cancel confirmed bookings which we must reserve the right to do. Please note, our trips may require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a trip has not been received, we are entitled to cancel it. We will notify you of cancellation and refund your money.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. Very rarely, we may be forced to change or terminate your trip after departure but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. In these booking conditions, any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

**Our Liability to you** We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable are provided with reasonable skill and care. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees do or not do if they were at the time acting within the course of their employment. We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: your act(s) and/or omission(s); or the act(s) and/or omission(s) of a third party supplier. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you. The promises we make to you about the services we have agreed to provide or arrange as part of our contract will be used as the basis for deciding whether the services in question had been properly provided. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is \$50.00 per person. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will pay you is the price paid by you. Please note, we cannot accept any liability for any damage, loss, expense or other sum of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses including self-employed loss of earnings.

**Delays, behavior, damage and complaints** **Delay:** We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Please remember that it is your responsibility to ensure you arrive at the departure location for your chosen tour, all costs associated with this are therefore your sole responsibility. Passengers more than seven minutes late for pick up shall forfeit their seat and all monies paid for tour unless otherwise agreed upon by JSA manager.

**Decisions of JSA, behavior and damage:** While the trip is in progress, all decisions are made by JSA tour guides and you must act in accordance with all reasonable instructions you are given. The trip guide or other member of our staff may withdraw you from the trip at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety or successful operation of the trip or the safety or wellbeing of any individual participant(s) or other third party or if you break any law or regulation of any country where the trip takes place. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or to any third party or damage to property, we are entitled, without prior notice, to terminate your trip. You accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

**Complaints.** In the unlikely event that you have any reason to complain or experience any problems with your trip whilst away, you must immediately inform your trip guide. Any verbal notification must be put in writing and given to our trip guide as soon as possible. If any complaint or problem is not resolved to your satisfaction by the guide, you must contact JSA, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 14 days of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

**Our website:** The information contained in our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur, and information may subsequently change. You must therefore ensure you check all details of your chosen trip (including the price) with us at the time of booking.

**Your Financial Protection.** JSA is bonded, licensed and insured

**Fundamentally we have experienced staff who have been trained in how to look after clients safely, and what to do in the event of an emergency.**

## **STAFFING**

- Ensure that appropriate qualified and/or experienced staffs are employed in the regions where we operate and that all field staff and group leaders are trained in safe operating procedures.
- Ensure that all staff go through an on-site induction, which includes training in the relevant procedures, and a probationary period prior to being given responsibility over a group.
- Improve our operating procedure regularly in each area followed by meetings of all relevant staff to identify corrective actions.

## **RISK**

- Identify the risks associated with tours, as well as the development of measures to minimize these risks.
- Ensure that all staff are aware of the risk assessments and how to fill out an incident form
- Make clients aware of safe practices where applicable
- Use reliable and safe vehicles which have the required paperwork
- Ensure that there is adequate communication on tour (mobile phone) facilities provided to staff, and that applicable numbers are known
- Emergency numbers are posted on bus
- All buses must carry a first aid kit.
- All buses must carry a fire extinguisher