



Twedex
&
Trans World Soccer

TERMS & CONDITIONS/REGISTRATION DOCUMENT

Trans World Educational Experiences

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Website: www.twsoccer.com / www.twedex.com

All customers which have paid their first invoice for a trip agree to the terms and conditions in the following pages.

Definitions:

"Group" or "you" means the organisation or entity entering into this agreement which is ultimately responsible for the behaviour of the Travellers.

"Trans World" means Trans World Educational Experiences UK Limited.

"Trans World Soccer" is a trading name of Trans World Educational Experiences UK Limited.

"Traveller" means any person, fee paying or not, who attends or is going to attend a Trans World Educational Experiences Tour for any period of time.

"Trans World Representative" is any person employed or engaged by Trans World to provide a service during a Tour. This includes Trans World directors and photographers.

"Tour" means any trip or excursion, however long or short, that Trans World Educational Experiences has been engaged to provide to the Group. This includes complimentary Tours.

Itinerary Confirmation:

Trans World has customised an itinerary that has been provided to you previously as a sample itinerary for your group. Although Trans World will endeavour to provide a Tour in accordance with the itinerary as far as practicable, this itinerary is indicative only and remains subject to modification and change by Trans World at its sole discretion in order to enhance the experience of the Travelers.

The final detailed itinerary will be mailed to you **7 days** prior to your departure. Trans World Educational Experiences may cancel a programme due to insufficient enrollment, un-foreseen operational difficulties, lack of projected availability or any other reason at its sole discretion. The final itinerary is not flexible and cancellation of activities by the group leader (or member of the Group) may result in additional costs being incurred by the Group. If a trip is voluntarily **cancelled by Trans World Educational Experiences** prior to the commencement of that trip (save in circumstances where Trans World has to cancel such tour as a result of your actions), a full refund will be made to you within four weeks of the cancellation date. Trans World reserves the right to make changes in fees, itinerary, accommodation and activities if considered necessary or appropriate and such changes shall not constitute grounds for withdrawal from a Tour or cancellation with a refund.

In addition, Trans World shall not be responsible for additional costs which are incurred as a result of changes to the itinerary requested by the Group (including, without limitation, changes to flight times) and such costs shall be borne by the Group. However, Trans World will seek to accommodate any changes to the itinerary requested by the Group and minimise the cost of such changes where possible.

Responsibility and change of circumstances:

Trans World has taken all reasonable steps to ensure that the suppliers contracted to provide services during your trip are reliable and maintain high standards in accordance with those of Trans World. If unforeseen conditions beyond the reasonable control of Trans World or the relevant supplier necessitate changes (for example, a change in the kick off time of any live football match), Trans World reserve the right to make changes to the itineraries and substitute the best alternative available. Any additional costs incurred as a result of such changes shall be borne by the Group (and not, for the avoidance of doubt, by Trans World).

Please note that the kick off time of fixtures may be changed from time to time by the relevant association for a variety of reasons, including in order to show the fixture on TV. In the event that the kick off time of your chosen match is changed but the match still takes place anytime over the chosen weekend (for example, if the game is moved from 3pm on the Saturday of the Tour to 4pm on the Sunday) you are still obliged to attend that match even though this may result in the Group leaving for or returning from the Tour earlier or later than originally planned. In the event that the chosen match is moved to a mid-week fixture, Trans World will liaise with you with a view to finding an alternative fixture (whether on the originally chosen weekend or on a different weekend depending on availability).

In the event of a sporting event or fixture being deemed unplayable due to weather conditions, every attempt will be made to reschedule the game(s) at a later date in the Tour. However, Trans World Educational Experiences shall not be held

responsible for the cancellation of games organised by a third party and shall not be responsible for any additional costs incurred as a result of such cancellation.

Although Trans World shall from time to time organise, book and arrange accommodation, dining services, transportation and other services on behalf of the traveller, Trans World shall in no circumstances whatsoever be responsible for any damage, expense, inconvenience or cost of any nature caused by delayed or cancelled transportation services, changes of schedules or bookings or conditions or services which are beyond the reasonable control of Trans World or its suppliers. Any additional costs incurred as a result of such changes shall be borne by the Group (and not, for the avoidance of doubt, by Trans World). In particular, for the avoidance of doubt, Trans World shall in no circumstances be responsible or liable for the cost of alternative transportation or accommodation, which may be required in the event that the intended transportation or accommodation is cancelled, delayed or otherwise unavailable.

Except where these terms and conditions expressly state otherwise, Trans World will not pay any compensation, damages, expenses, costs, losses or any other amount of any description or otherwise accept responsibility for any loss or damage (including, as far as legally permissible, death or personal injury) as a result of circumstances or an event beyond its reasonable control. Such circumstances will include, but shall not be limited to, bad weather, industrial action, terrorism or particularly severe traffic. References in these conditions to 'exceptional circumstances' mean such circumstances.

The Group shall be responsible for any additional costs due to service providers (including, without limitation, hotels and airlines) which arise solely as a result of the conduct of the Group (or a member thereof).

Force Majeure

Except where otherwise expressly stated in these conditions, Trans World will accept no liability or suffer any damage or loss of any description as a result of a "force majeure" event. A "force majeure" event is any event which Trans World or any of our suppliers, even with all due care, could foresee or avoid. Such events include, but are not limited to, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, state or governmental actions or laws that prohibit or impede travel or public gatherings and all similar events outside Trans World's control.

Changes to Group Size:

Prices stated in this document are based on a certain number of travelers, also stated in the document. Should the number of travelers decrease below a certain threshold this will result in an increase in price for the remaining travelers in order to cover the fixed costs which are to be shared among the group. The relevant thresholds will be confirmed either in this document or an accompanying fee payment schedule.

Trans World Educational Experiences Tour Director:

For Development Tour bookings, Trans World will provide at least one fully qualified and experienced Tour Director to accompany each group that travels with Trans World. Trans World Tour Directors shall deal with and coordinate group logistics for the duration of the Tour and will be the first point of contact for dealing with all suppliers/service providers. The Tour Directors shall not be responsible for the behavior of the individual Travelers; this lies with the Group leader and associated teachers, coaches or parents. The Tour Directors will have experience in dealing with large groups of children and coordinating Tour operations.

Accommodation/Meals:

All Travelers will be placed in double/triple rooms when staying in hotels during the Tour. Rooming for adults is based on twin occupancy and any single rooms will incur a single room supplement fee, which will be added to your invoice. This single room supplement fee applies to any free places as well. All such rooming requests must be received no later than 60 days prior to departure. Trans World arranges the room only and will not be liable for any further fees such as wifi, room service or damages.

Trans World typically provides three meals a day. If your group departs early in the morning they will be encouraged to eat breakfast AND bring a packed lunch. Please refer to your specialised itinerary for details concerning your specific Tour.

Travel Insurance Coverage:

Trans World Educational Experiences is covered by public liability insurance for claims up to £5million. It is understood that Trans World Educational Experiences shall not be liable for damages or other costs which arise as a result of circumstances

which should be covered under appropriate trip / travel insurance. Trans World expects all Travelers participating in an overseas trip to obtain suitable travel insurance prior to attending a Tour.

Protected Trust Services:

Trans World Educational Experiences is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel, Package Tours Regulations" all passengers booking with Trans World Educational Experiences are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. Your money is fully protected and is held within an independent Trust Account, managed by Protected Trust Services Ltd of 307-315 Holdenhurst Rd, Boscombe, Bournemouth BH8 8BX and its Trustees, chartered accountants - Elman Wall Ltd of 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance or any claim relating to Air Flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate CAA/ATOL bonds in place.

Losses and Damage:

Trans World take no responsibility for any personal loss of property or damage to any customer property during a Tour. It is the Travellers' own responsibility to look after their personal belongings and/or obtain appropriate insurance.

Behaviour:

If your behaviour or the behaviour of any group member or the group as a whole is such that, in Trans World Educational Experience's opinion or in the opinion of its suppliers, it may be considered to be disruptive or dangerous or in breach of any applicable local laws or if you, any other group member or the group as a whole, appear unfit to travel or partake in activities (whether by virtue of incapacity through drugs or alcohol or otherwise), Trans World reserve the right, in their own absolute discretion or that of any supplier, to terminate immediately the provision of Tour arrangements for the individual person or the group as a whole. This will include any return travel arrangements and in this event neither Trans World nor their suppliers shall be liable for any compensation, refund or reimbursement of expenses.

Additionally, Trans World reserve the right to cancel or terminate the Tour without refund, compensation or reimbursement of expenses where (i) you have failed to disclose all material facts that are required by the booking form and the booking conditions or (ii) you have made a materially false statement on the booking form or (iii) persons other than group members are found in occupancy of the accommodation or (iv) the behaviour of the Group is such that the Trans World Tour Director believes it is unsafe or inappropriate to continue with the Tour.

Health & Safety:

The resorts and venues used and attended by Trans World have a legal obligation to adhere to and enforce applicable Health & Safety legislation. For this reason, not all facilities will necessarily be available to all Travelers. For example, there may be height restrictions on some rides at theme parks, or age restrictions governing the use of swimming pools in the absence of adult supervision. Please note, it is the requirements and standards of the country in which any services are provided, which apply to the Tour and not those of the UK.

All Travelers should have the necessary medical information and supplies with them during their trip (i.e. medical instructions, list of allergies, health problems, inhalers). Medical disbursement should be discussed and agreed upon by the Group prior to travel and the responsibility for maintaining and administering prescriptions lies with the Group leader. Any special dietary needs should also be advised to Trans World at least 60 days prior to departure.

Website Accuracy:

Trans World provide no guarantee as to the accuracy of the information contained on its websites www.twedex.com or www.tswoccer.com. Trans World regularly checks and reviews price information displayed on their websites but note whilst every effort is made to ensure the accuracy of all information and prices displayed on their website, such information may not be fully up to date.

Permission to Photograph or Videotape:

Throughout the trip, Trans World may photograph or video image Tour participants, often without the knowledge of the Travelers, for example action footage and photographs during training sessions. If participants do not wish to appear in

photograph or videotape, please notify Trans World Educational Experiences in writing indicating to which extent you deny such reproduction. It is assumed that parents and guardians' consent to their child being photographed or videotaped for the purposes of the Tour or Trans World advertising or marketing material, by any Trans World representative unless notification is received. Trans World expects the school to notify parents of this clause during the school's normal procedures for obtaining parental approval for extra-curricular activities. Trans World reserve the right to publish all photographs on their website but are happy to withdraw any photographs upon specific request from parents or teachers.

Risk Assessments:

Trans World Educational Experiences obtains risk assessments for all known venues that Travelers will be attending on their Tour. Trans World is not responsible for completing any internal risk assessments schools may be required to complete but will assist in the completion of these and are happy to provide copies of their own risk assessments. Risk Assessments for all venues/experiences, as well as coach travel, can be emailed to the group leader in advance of the Tour on request.

Laws and jurisdiction:

This contract is subject to Scots Law which also covers any dispute, claim or other matter which arises between the parties. Both parties also agree that any dispute, claim or other matter of any description which arises between them must be dealt with by the Courts of Scotland only.

Registration and Payment Terms:

A registration will be considered binding on both parties upon receipt of this Tours Terms & Conditions / Registration Document and deposit payment received by Trans World for each traveler. Following receipt of your registration and deposit, *you, the Group Leader and Trans World Educational Experiences* shall work together to carry out the obligations as listed in our specific itinerary supplied to your group and in accordance with the terms listed in this 'Tours Terms & Conditions / Registration Document'. **All Travelers are requested to follow the payment plan provided to the group with the final balance paid no later 30 days prior to departure and Trans World reserves the right to amend or cancel a Tour in the event that the final balance is not paid prior to such deadline.** Please refer to your Trans World Tour Itinerary for final pricing.

Please note in all circumstances, the initial group registration fee paid is non-refundable (even in the event of cancellation for any reason). The registration fee does secure the opportunity for the team or school to travel (all of our tours and events have limited available slots) and the services of a dedicated Trans World contact to work with you on the quoting process.

Payment Plan:

Note the payment plan on your parent's letter, each Traveler's payment should be collected by the school/club and sent to Trans World via cheque or BACS as one payment.

Cancellation Policy:

Written notification of cancellation must be received by Trans World Educational Experiences if a Traveler wishes to cancel their place on a Tour at any time. In the event of such cancellation:

- All deposits are non-refundable.
- Cancellations received 60 days or more prior to departure will result in a 50% refund of the amount paid (excluding the deposit) by the Traveler to Trans World as at the date on which notification of the cancellation is received by Trans World.
- Cancellations less than 60 days prior to departure will result in no refund*

*If a suitable replacement is found by the Group Leader, it may be possible to substitute one Traveler for another. Any additional costs incurred as a result of such changes shall be borne by the Group (and not, for the avoidance of doubt, by Trans World).

Trip Approval

If an organisation is required to seek approval from a governing body or education authority, this should be done as early as possible. In the event that the trip is cancelled because approval has not been granted, Trans World will not be held in any way liable, and no refunds will be given.

If, for whatever reason, there are outstanding payments at the time that the trip is cancelled, all fees due at that point in time must still be paid, in full, by the Group to Trans World.

Visa Requirements:

It shall be the responsibility of the Group and each Traveller to ensure that each Traveller has obtained any visas and/or other documentation required to travel in connection with a Tour. Although Trans World may from time to time advise the Group as to the type of visas which may be required and provide documentation to assist with an application (for example, documentation containing flight or accommodation details), it shall be the responsibility of the Group and each Traveller to ensure that the correct applications are fully and accurately completed and submitted in a timeous manner.

In no circumstances whatsoever shall Trans World be liable for any costs or loss incurred by the Group and/or a Traveller as a result of a visa application being refused or delayed or in the event that a Traveller is unable to travel because he does not hold the correct documentation. In the event that a family considers there to be a risk that their child's visa application (or equivalent documentation) may not be accepted or processed in time, Trans World urges the family to contact the relevant embassy in advance of confirming the child's place on a Tour and to inform the Group and Trans World of the position as early as possible.

Document last updated 20-10-22