



TERMS & CONDITIONS

World School Games Event Series
A trading name of Trans World Educational Experiences.

Email: journeys@wsgevents.com
Website: www.wsgevents.com

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

By making a booking, defined as payment of the first invoice issued, the first named person on the booking (the lead booker) agrees on behalf of all persons detailed on the booking that:

- He/she has read these Terms & Conditions and has the authority to and does agree to be bound by them
- He/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- The lead booker is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking. These booking conditions and any agreement to which they apply are subject to Scots law. We both agree that any dispute claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Scotland only. No variation of these terms will be valid unless confirmed in writing by us. A contract will exist as soon as payment of our first issued invoice has been received.

Definitions:

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

"WSG" means Trans World Educational Experiences UK Limited.

"World School Games Event Series" or "WSG" 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.

"WSG Representative" is any person employed or engaged by WSG 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:

WSG has customised an itinerary that has been provided to you previously as a sample itinerary for your group. Although WSG 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 WSG at its sole discretion in order to enhance the experience of the Travelers.

The final detailed itinerary will be emailed to you **seven days** prior to your departure. The World School Games Event Series may cancel a programme due to insufficient enrolment, unforeseen 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 WSG** prior to the commencement of that trip (save in circumstances where WSG 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. WSG 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, WSG 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, WSG 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:

WSG 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 WSG. If unforeseen conditions beyond the reasonable control of WSG or the relevant supplier necessitate changes (for example, a change in the kick off time of any live football match), WSG 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 WSG).

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, WSG 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 WSG shall from time to time organise, book and arrange accommodation, dining services, transportation and other services on behalf of the traveller, WSG 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 WSG 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 WSG). In particular, for the avoidance of doubt, WSG 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, WSG 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, WSG 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 WSG's control.

Changes to Group Size:

Prices stated in this document are based on a certain number of travellers, also stated in the document. Should the number of travellers decrease below a certain threshold this will result in an increase in price for the remaining travellers 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.

WSG Event Support:

All key event information will be communicated to school via email in advance of departure and via the staff WhatsApp group which will operate throughout the event.

WSG will be contactable by phone throughout the duration of your tour. When on site at accommodation or event venues, WSG staff will be present and available to assist your group at all times.

Where schools are organising their own flights or travel to the event destination, WSG will not be responsible for the logistics related to your independently organised travel arrangements.

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. WSG expects all Travelers participating in an overseas trip to obtain suitable travel insurance prior to attending a Tour.

Please note the distinction between our mandatory **Professional Liability Insurance** and your group's **Personal Travel Insurance**. Our company insurance covers our legal liabilities as a tour operator (e.g. negligence or professional errors). It does not provide personal protection for individual travellers. Consequently, all participants must maintain comprehensive travel insurance to cover personal risks such as **medical expenses and emergency repatriation, travel delays or cancellations, and loss or damage to personal baggage and effects**. Any claims arising from these personal incidents must be directed to your travel insurance provider, as they fall outside the scope of our corporate liability policies.

Your Financial Protection – Flight inclusive packages:

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 12594, issued by the Civil Aviation Authority, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information and what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative service). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you).

You agree to accept that in those circumstances that an alternative ATOL holder will perform those obligations and you agree to pay any money outstanding will be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. For more information about financial protection and the ATOL Certificate go to: www.caa.co.uk

Your Financial Protection – package holidays, trips and sports tours (no-flights)

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.

Full details of the protection provided with your booking can be viewed by [clicking here](#).

Policy exclusions: This policy will not cover any monies paid for travel insurance or any claim relating to flight inclusive packages as described above which are not included as part of your agreed package.

Non-package Services:

Customers who are not using overnight accommodation packages for any tour or tournament will not, for the avoidance of doubt, be covered financially by Protected Trust Services or "The Package Travel, Package Tours Regulations". This includes schools who are participating in a one day event or taking part in an event without using official tournament accommodation.

Losses and Damage:

WSG 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 WSG'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), WSG 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 WSG nor their suppliers shall be liable for any compensation, refund or reimbursement of expenses.

Additionally, WSG 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 WSG Tour Director believes it is unsafe or inappropriate to continue with the Tour.

Health & Safety:

The resorts and venues used and attended by WSG 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 Travellers 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 WSG at least 60 days prior to departure.

Website Accuracy:

WSG provide no guarantee as to the accuracy of the information contained on its websites www.WSG.com or www.tswoccer.com. WSG 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, WSG may photograph or video image tour participants, often without the knowledge of the travellers, for example action footage and photographs during training sessions. If participants do not wish to appear in photograph or videotape, please notify WSG 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 WSG representative unless notification is received. WSG 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:

WSG obtains risk assessments for all known venues that travellers will be attending on their tour. WSG 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 WSG for each traveller. Following receipt of your registration and deposit, *you, the Group Leader* and WSG 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 these terms and conditions.

All travellers are requested to follow the payment plan provided to the group with the final balance paid no later 30 days prior to departure and WSG 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 brochure or 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 WSG contact to work with you on the quoting process.

Payment Plan:

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

Cancellation Policy:

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

- All team registration fees are non-refundable.
- All Payment 1 fees are non-refundable.
- Cancellations received 60 days or more prior to departure will result in a 50% refund of the amount paid (excluding Payment 1) by the Traveler to WSG as at the date on which notification of the cancellation is received by WSG.
- 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 traveller 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 WSG).

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 WSG.

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 WSG 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, WSG 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.