

SCHEDULE 1 – BOOKING CONDITIONS (AMBASSADOR'S)

1. Terms Used:

- 1.1. "Ambassador" means the person who is participating in the Programme and/or Trip pursuant to this Contract.
- 1.2. "Sponsor" means the parent or legal guardian of the Ambassador who signs the Booking Form, or where no parent or legal guardian signs (if the Ambassador is eighteen years of age or older), "Sponsor" shall mean the Ambassador.
- 1.3. "Trip" refers to an expedition, safari, tour, trip, holiday, project or combination of that is described in our marketing material or website, and includes any substitute trip or placement offered under clause 5.6.
- 1.4. "Force majeure" is any situation or event beyond Partner Schools Worldwide's control, the consequences of which could not have been avoided even if all due care had been exercised; including, but not limited to, events such as, war, threat of war, terrorist threat, terrorist activity and its consequences, civil unrest, industrial dispute, natural or industrial disaster, fire, adverse weather or road conditions, bureaucratic obstacles, changes in schedules or mode of transport by third party operators, epidemics and pandemics and unavoidable technical problems with transport.
- 1.5. "Booking Conditions" means the information and terms and conditions contained in this document (as amended from time to time by Partner Schools Worldwide in writing).
- 1.6. "Contract" refers to the Booking Form, the Payment Schedule and these Booking Conditions, which together make up the contract between the Sponsor and Partner Schools Worldwide.
- 1.7. "Agreed Point of Departure" means the airport, unless otherwise stated, which the Trip shall depart from, as notified by Partner Schools Worldwide to the Sponsor.
- 1.8. "Departure Date" means the date on which the Team departs from the Agreed Point of Departure at the start of the Trip.
- 1.9. "Consolidation" means that each Trip is dependent on a minimum number of Team Members participating. The minimum number may vary and depends on the Trip, vehicle scheduling and/or time of year.
- 1.10. "Programme" means the development programme provided by Partner Schools Worldwide including the planning, preparation, training for and ultimately, participation in the Trip.
- 1.11. "Visit Leader" means the person nominated on the Booking Form to be the main point of contact at the School and accompany the team on their trip ensuring appropriate levels of pastoral care and safety towards the Team members.
- 1.12. "Trip Guide" means the person appointed by PSW to guide the Team in-country ensuring the itinerary is realised in a smooth and safe manner.
- 1.13. "Programme Director" is the director of Partner Schools Worldwide with overall responsibility for the Trip and Programme.
- 1.14. "Booking Form" is the method of application and booking used. Only a Booking Form signed by the Sponsor and the Ambassador will be valid in binding the contract between you and Partner Schools Worldwide.
- 1.15. "Team" means the Ambassadors and accompanying adults participating in the Programme and Trip (including any employees, contractors or agents of the School, including where Partner Schools Worldwide provides their place on the Trip for free) and the term "Team Members" shall be construed accordingly.
- 1.16. "Major Change" includes, but is not limited to, a significant change in the itinerary, destination or the length of the Trip.
- 1.17. "Minor Change" means any change that is not a Major Change. This may include, but is not limited to, changes to the itinerary that do not affect the overall integrity of the Trip.

- 1.18. "Price" means the amount payable by the Sponsor to Partner Schools Worldwide for the Programme and/or Trip, as previously notified by Partner Schools Worldwide to the Sponsor in writing, and as set on the Booking Form or Payment Schedule.
- 1.19. "School" means the school, college or organisation which has commissioned Partner Schools Worldwide to plan and undertake the Programme and Trip (where applicable).
- 1.20. "Partner Schools Worldwide" means Partner Schools Worldwide Ltd, a Company Limited By Shares – No.8283084 UK. Registered Office: Priory House, 45-51 High Street, Reigate, RH2 9AE, UK.
- 1.21. "You" and "Your" refers to the Ambassador and Sponsor (as applicable).
- 1.22. "PSW", "We", "Us" and "Our" refers to Partner Schools Worldwide.

2. The Price:

- 2.1. The Price quoted by PSW covers the cost of planning, organising and carrying out the Programme and Trip, including all associated UK meetings, all specialist equipment, supplies, administration and travel (between Agreed Point of Departure and the destination country and within and between countries when overseas on the Trip).
- 2.2. The Trip Cost does not include the following (which shall be the responsibility of the Sponsor/Ambassador):
 - a) the purchase of any required tourist visas;
 - b) the price of recommended vaccinations and anti-malarial pills;
 - c) the provision of all items of personal kit (which shall comply with the kit list suggested by us);
 - d) additional spending money for the purchase of souvenirs and any non-trip activities undertaken by you;
 - e) costs of travel to the Agreed Point of Departure;
 - f) costs of rest and relaxation activities unless otherwise stated; and
 - g) the Ambassador's own prescribed medical requirements and personal equipment, clothing and insurance for personal belongings.
- 2.3. Changes in transportation costs, including the cost of fuel, duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above this 2% threshold. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will be entitled to cancel your Trip with a full refund of all monies paid with the exception of any monies paid to us in respect of insurance premiums, preparation related programme costs and amendment charges.
- 2.4. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your Trip go down due to the changes mentioned above, by more than 2% of your Trip cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. The UK government has announced their intention to replace Air Passenger Duty, which is payable by all passengers on

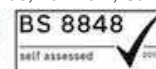
Mind-opening school partnerships across continents

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Registered in England. Partner Schools Worldwide Ltd. No.08283084. Registered Office: Lichfield House, 60 Abbots Ride, Farnham, Surrey, GU9 8HZ





flights departing from UK airports, with a new Emissions Tax, known as Aviation Duty.

At this time we are not aware of the final details of the new Duty, and prices have therefore been calculated as if Air Passenger Duty continues to be in effect. Subject to clause 2.4 and the remainder of this clause 2.5, in the event that our costs increase as a result of the change, we reserve the right to adjust the prices shown to reflect those changes in costs.

2.5. We provide full financial protection for their package holidays, by way of their Air Travel Organiser's Licence (10695) and their Association of British Travel Agents membership (Y6173). If your trip does not include flights, ABTA will protect your trip in the same way as ATOL. 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 on 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). 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 the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to 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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

2.6. For Trips and/or Programmes booked in the UK, prices will be charged in GBP sterling.

3. Making an application, payment and contract:

3.1. To apply, complete our Booking Form and have it signed by the Sponsor. The Contract shall only come into existence when we issue our Booking Confirmation to the school, which shall acknowledge receipt of the completed Booking Form and required deposit.

3.2. Subject to any special terms agreed, the Sponsor must pay the full Trip price.

3.3. These Conditions shall apply to the Contract to the exclusion of any other terms that the Ambassador/Sponsor seeks to impose or incorporate, or which are implied by custom, practice or course of dealing. The Contract constitutes the entire agreement between the parties. The Sponsor should read these Booking Conditions carefully and inform PSW at the earliest opportunity in writing if the Sponsor does not understand or agree with any of the Booking Conditions.

3.4. The completed Application Form with a non-refundable deposit should be handed to the School. The value of this deposit is in the Application Form. This is only refundable if the Trip of your choice is oversubscribed, or your application has been unsuccessful, or you are deemed medically unable to travel. Under any of these circumstances, you will then be notified and your deposit returned to you. No contract shall exist until the deposit or Trip fee has been paid and we have confirmed your place in writing.

3.5. You must acknowledge that payment for the Trip is an intrinsic part of the Trip's income and contributes to the overall costs of equipment and staff administration and that PSW will have incurred the largest part of its costs before the actual departure.

3.6. Included in the deposit is the insurance premium for the insurance cover required for the Trip.

3.7. Unless agreed otherwise between PSW and the School, the

Sponsor is required to pay the Price to PSW in instalments by BACS bank transfer or by cheque, and the following terms shall apply:

- a) the first instalment of 10% is payable at the time of application for a place on the Programme (this is non-refundable);
- b) the remaining instalments are due on such dates and in such amounts as are specified in writing by PSW;
- c) the balance remaining after payment of all instalments is due no later than sixty (90) days before the Departure Date or upon PSW offering the Ambassador a place on an Trip, whichever is the later (in the case of the latter, all unpaid instalments shall also then be due);
- d) BACS payment instructions are included in the account statements issued by PSW.

3.8. Failure to pay any payment on the due date will entitle PSW to charge interest at an annual rate of two per cent (2%) above the Bank of England base rate calculated on a daily basis on the amount outstanding and to recover from the Sponsor any costs or expenses incurred by PSW as a result of late payment.

3.9. PSW reserves the right to withdraw an Ambassador from the Programme or Trip if any part of the Price is outstanding less than sixty (60) days before the Departure Date. In this event, the Sponsor may be entitled to a refund in accordance with the table set out in clause 5.1 below. If in such a situation the amount actually paid to PSW is less than that which PSW is entitled to retain, the Sponsor shall promptly pay such shortfall to PSW.

4. Obligations of the Sponsor and the Ambassador:

4.1. By participating in this Trip the Sponsor and the Ambassador accept that the Ambassador will be subject to various physical and emotional demands. You are aware and accept that the standard of living, including food, hygiene and accommodation in the relevant country will be below the general standards of your own country.

4.2. The Ambassador warrants that all information and records provided to the School and PSW relating to the Ambassador, the Ambassador's medical history and medical statement (part of the Booking Form) are accurate and truthful and provide the school with a clear indication of the Ambassador's state of health.

4.3. You are obliged to inform PSW of any medical requirements, allergies and other physical or mental condition that could affect the Ambassador's performance and subsequently the experience of the Ambassador and other Team Members on the Trip. Failure to adhere to the above WILL result in the immediate removal of the Ambassador from the Trip. PSW or its contracted partners will not be held liable for any consequence arising out of the Ambassador's failure to take advice or medication as prescribed by a medical practitioner both prior to and during the Trip.

4.4. If you have any special request, you must advise us at the time of booking. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

4.5. PSW cannot be held liable for any loss or damage of personal effects belonging to the Ambassador.

4.6. The Sponsor must ensure that the Ambassador has a valid and up-to-date passport which remains in date for up to six months after the end of the Trip. The Sponsor must also ensure that all the necessary visas and vaccinations have been obtained. We will check that all the documents have been obtained and copies will be required three months before departure.

4.7. PSW and its contracted partners cannot be held liable for a country's decision to refuse entry, exit or the right of passage (national and local laws governing immigration). PSW and its contracted partners will however do everything in its power to assist the Ambassador if this situation arises. All Ambassadors must ensure they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit.

4.8. The Ambassador shall comply with a Trip Code of Conduct, the School's rules and all relevant laws, regulations and customs of the countries visited on Trip. If in our reasonable opinion or in the reasonable opinion of any other person in authority for example the Visit Leader, Trip Guide, the Ambassador or any Team Member behaves



in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the Trip of the Ambassador(s) concerned. In this situation, the following conditions will apply:

- a) the School's representatives will be fully involved in the decision to exclude the Ambassador, but ultimately the decision will rest with the Programme Director, and
- b) the Sponsor will be liable for all costs incurred in returning the Ambassador to the Agreed point of Departure, including any administration fees reasonably charged by PSW. No refunds will be made and we will not pay any expenses or costs incurred because of the termination.

4.9. In signing a Booking Form, the Sponsor accepts responsibility for any damage or loss caused by the Ambassador. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If the Sponsor fails to do so, they will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of the Ambassador's actions.

4.10. All Ambassadors will respect and comply with laws and customs of the host country. Training will be given during the build-up period. Ambassadors shall follow the guidance and advice of all Trip Guides and other Trip staff.

4.11. As representatives of the School and PSW within the host country, the Ambassador must respect PSW's aims and objectives and not wilfully or recklessly seek to damage relations between PSW, the Trip and/or the host country. The Ambassador must not misrepresent PSW in any way which would seek to undermine or damage relations between PSW and the host country.

4.12. The Ambassador shall at all times respect and follow the health and safety procedures as set out by the School and its contracted partners, the Trip Guides and other Trip staff.

4.13. The Sponsor consents to the Ambassador taking part in any activity organised by PSW and consents to the Trip and School staff giving permission for the Ambassador to receive medical treatment where this is necessary. As far as is reasonably possible, the School will communicate such intended actions in advance of treatment.

5. Cancellation, Alteration and Refunds:

5.1. PSW starts to incur costs from the moment the booking is made. If the Ambassador withdraws from the Programme or Trip, or if the Contract is cancelled by the Sponsor for any reason (including, but not limited to, where the Ambassador is withdrawn from the Programme by his or her School) other than the actual fault of PSW, then the Sponsor shall compensate PSW for any expenses or losses incurred by PSW as a result of the withdrawal or cancellation. PSW shall take all reasonable steps to keep the compensation due from the Sponsor for such costs and losses to a minimum.

PSW will retain any payments already made by the Sponsor or the Ambassador to cover reasonable costs incurred by PSW. The Sponsor's notice of cancellation or withdrawal must be made in writing to PSW and signed by the same persons that signed the Booking Form. The closer the Sponsor's withdrawal or cancellation is to the Departure Date, the higher the costs and expenses PSW will have incurred and the lower the likelihood of finding a suitable person to replace the Ambassador.

The amounts the Sponsor will be entitled to receive by way of refund will be calculated using the table set out below and PSW will notify the Sponsor of the amount following receipt of cancellation or withdrawal notice. In certain circumstances the airline or other carrier will also apply cancellation charges which must be paid by the Sponsor. Details of these will be provided to the Sponsor where applicable. Additionally, the Sponsor will remain responsible for the full amount of any insurance premium incurred and this will not be refunded in the event of cancellation.

Time before departure date that written notice of withdrawal is received by PSW	% of total Programme Price payable by Sponsor
Less than 15 days	100%
Less than 1 month	95%
Less than 2 months	80%
Less than 3 months	70%
Less than 4 months	60%

Less than 5 months	50%
Less than 6 months	45%
Less than 7 months	40%
Less than 8 months	35%
Less than 9 months	30%
Less than 10 months	25%
Less than 11 months	20%
Less than 12 months	15%
More than 12 months	10%

5.2. If a Ambassador withdraws from the Programme or Trip as a direct result of one of the following events:

- a) the Ambassador's accidental bodily injury, illness, compulsory quarantine, summoning to jury service or witness attendance in any court,
- b) the death or serious illness of a close relative (parent or sibling) of the Ambassador which necessitates the presence of the Ambassador in their country of residence, or
- c) the death of the Ambassador,

then, provided the Sponsor gives clear written evidence of such events to Partner Schools World wide's satisfaction, then PSW shall refund to the Sponsor any sums paid to PSW towards the Price of the Programme or Trip less an administration charge as follows:

Notification time before departure	Admin charge payable by Sponsor
Less than 3 months	£300
Less than 6 months	£100
Less than 12 months	nil
More than 12 months	nil

5.3. In the case of injury or illness of the Ambassador, a doctor's certificate will be required and PSW reserves the right to assess the condition sixty (60) days prior to the Departure Date before making a final decision. The provision of such medical certificates will be at the Sponsor's expense.

5.4. Pre-existing medical conditions: Please note that as a general principle pre-existing medical conditions will only be covered by the above if the condition has suddenly and unexpectedly deteriorated to a degree that renders the Ambassador unfit to travel and where such deterioration could not have been reasonably foreseen at the time of application.

5.5. From time to time it may be necessary for PSW to make changes to, or to cancel the Programme and/or Trip after PSW has accepted the Sponsor's booking, whether for reasons of safety, due to Force Majeure or otherwise, and PSW reserves the right to make such changes or cancellations. Most of these changes will be Minor Changes and PSW will notify these to the Sponsor as soon as reasonably practicable before the Departure Date. Occasionally it may be necessary for PSW to make a Major Change (as defined in clause 1.16 above). If the changes to the Trip amount to a Major Change then the Sponsor must notify PSW as soon as possible whether they wish to accept the change or cancel the Contract and will have the rights set out in clause 5.6.

5.6. In the event that PSW cancels the Contract for any reason other than under clauses 3.9, 4.8, 5.1, 5.2 or 5.3, or where the Sponsor elects to cancel the Contract rather than accept a Major Change, the Sponsor is entitled to:

- a) a substitute Trip of either at least equivalent value (subject to availability); or of lower value (subject to availability) and a refund of the difference in price between the original and the substitute Trip; or
- b) a refund of the sums paid under the Contract which relate to those aspects of the Programme and/or Trip which have not been received by the Ambassador.

5.7. If the Sponsor elects to cancel the Contract rather than accept a Major Change, or if the Contract has been cancelled other than by reason of the Sponsor's fault, then in addition to any entitlement the Sponsor may have under clause 5.6 PSW will pay minimum compensation in accordance with the table below. The figures quoted are by way of guidance only, and may, in appropriate circumstances, be increased or decreased at PSW's discretion depending on the particular circumstances surrounding the cancellation of the Programme and/or Trip, and in any event do not limit the Sponsor's rights to claim a higher amount of compensation. No compensation will be payable if the change or cancellation is due to Force Majeure or



where there are insufficient numbers to operate the Programme and/or Trip.

Time before Departure date that notice is given by Partner Schools Worldwide	Compensation per Ambassador
Less than 15 days	£30
Less than 1 month	£20
Less than 2 months	£10
More than 2 months	nil

6. Conduct of the Trips

6.1. Whilst a Trip is in progress, all decisions shall be made by PSW (or the Trip Guide on PSW's behalf). The Ambassador shall act in accordance with all reasonable instructions from PSW and/or the Trip Guide & Visit Leader.

6.2. If, after the Departure Date, Partner Schools Worldwide is unable to provide a significant proportion of the services agreed to be provided under the Contract, PSW will do its best to make suitable alternative arrangements. If PSW cannot do so or the Ambassador refuses to accept such arrangements without good reason, PSW will transport the Ambassador to the Agreed Point of Departure as soon as it reasonably can. The Sponsor/Ambassador shall be responsible for the cost of transport to the Agreed Point of Departure and shall be responsible for the cost and organisation of travel arrangements from the Agreed Point of Departure.

7. Flexibility:

7.1. The Ambassador must appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The outline itinerary as given for each trip must therefore be seen as an indication only of what each Team may accomplish and not as a contractual obligation on our part. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

8. Inherent risks:

8.1. The Sponsor and Ambassador must acknowledge that participation on any of the trips offered may involve a certain degree of personal risk. We use information from the British Foreign & Commonwealth Office and reports from our own contacts in assessing whether trips should operate.

You acknowledge that your decision to travel to your chosen destination is made in light of consideration of this information, and accept that you are willing to assume the personal risks attendant upon such travel. You also acknowledge that the nature of the trip is expeditionary and adventurous and that such trips may involve a significant amount of inherent personal risk. Such risks include injury, disease, loss or damage to property, discomfort and inconvenience.

9. Insurance:

9.1. PSW's policy is to hold insurance cover in respect of, among other things, personal accident, casualty evacuation and emergency medical requirements during the Trip, legal cover, personal liability and cancellation and curtailment. A copy of the this policy can be provided as necessary.

9.2. The Sponsor should ensure that satisfactory arrangements are in place for the insurance of other items such as personal belongings and spending money that exceed the cover provided by PSW insurance policy.

9.3. It should be noted that a general principle of insurance is that pre-existing conditions are not covered. The Sponsor should assume that this is the case with all PSW policies unless specifically advised otherwise in writing by PSW.

9.4. As a Team Member, you will receive an insurance policy summary for your Trip when you apply. All matters regarding its use should be referred to the Insurance Brokers, Travel & General Ltd. You will receive and all communications must be taken up with them directly and not through us. As soon as the contract between you and us has commenced you will be covered for cancellation, provided it falls under the requirements stipulated by the insurance company. You will receive the insurance documentation after the contract has commenced. If you have any medical problem or disability, which may

affect your trip, please tell us before you confirm your application. In any event, you must give us full details in writing at the time of application. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of application, cancel when we become aware of these details.

10. Limitation of Liability:

10.1. The Sponsor's booking is accepted by PSW on the understanding that the Sponsor (and Ambassador) appreciate the possible risk inherent in adventure travel – clause 8.1.

10.2. The PSW accepts responsibility for any injury, loss or illness caused to an Ambassador as a result of the negligent acts and/or omissions of its employees, agents, suppliers and subcontractors and their servants and/or agents while acting within the scope of, or in the course of their employment. PSW also accepts responsibility for any damage caused to an Ambassador, as a result of any failure to perform, or improper or negligent performance of the services PSW have agreed to provide under this Contract, except and to the extent (if any) the act or omission causing the damage is:

- attributable to the negligent act or omission of the Ambassador, or another Team Member;
- such failure is attributable to an act or omission of a third party unconnected with the provision of the services to be provided to the Ambassador and is unforeseeable or unavoidable; or
- such failure is due to Force Majeure.

10.3. Nothing in this clause 10 shall exclude or limit PSW's liability for death or personal injury caused by PSW's negligence.

10.4. Subject to clauses 10.1 to 10.3 above, PSW's total liability (which includes the liability of its employees and agents) to the Sponsor (and Ambassador) arising out of or in connection with the Trip or this Contract shall be limited to a reasonable amount having regard to the Price paid for the Trip and will in no event exceed three times the total Price paid. PSW's assessment of the reasonable compensation to which the Sponsor is entitled will depend upon the circumstances of the Sponsor's particular case.

10.5. The Sponsor must report to PSW in writing at the earliest opportunity any problem with the services being provided by PSW under the Contract so that PSW can try to remedy such problem. PSW will not be liable for any complaint not reported by the Sponsor unless there is a valid reason for the failure to report.

10.6. Carriers (the providers of transport used by PSW) impose their own conditions of carriage which, together with the provisions of certain international conventions, shall form part of this Contract and generally limit the liability of carriers and PSW's liability to pay its Sponsors compensation and/or the amount (if any) of compensation payable will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). A copy of the conventions and conditions of carriage applicable to the Ambassador's Programme is available on request from PSW.

10.7. Whilst PSW makes every effort to ensure that the Trip is safeguarded from terrorism by relying upon the best available advice at that time, due to the unpredictable nature of global terrorism, PSW can make no guarantees. By signing up to the Booking Conditions, the Sponsor acknowledges that the Team will travel at their own risk and confirms that the Sponsor has made its own enquiries as it deems necessary. Subject to clause 10.3, PSW expressly excludes all liability (both direct and indirect) for any losses or damages whatsoever that the Team may suffer or incur as a result of, or in connection with, an act of terrorism.

10.8. Compensation for personal injury is limited in accordance with the provisions of, respectively, the Warsaw Convention as amended by The Hague Protocol 1955, the 1961 Berne Convention, the 1974 Athens Convention and the 1962 Paris Convention.

10.9. A person who is not party to this Agreement has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a party which exist or available apart from the Act.

11. Claims and Complaints:



11.1. If an Ambassador has a complaint they must first inform the School Staff or Company representative whilst on the Trip in order that the Trip Guide or representative can attempt to rectify the matter. Any verbal notification must be put in writing and given to our representative as soon as possible. If the Ambassador remains dissatisfied, they must write to the School within 30 days of the end of the Trip giving full details of your complaint.

12. Additional Information about the Trip:

12.1. All meals will be provided from the Agreed Point of Departure until the return to that point at the end of the Trip.

12.2. It is part of the Programme that both prior to and during the Trip, the Ambassador will work with PSW staff, the Trip Guide and other Ambassadors in his/her team to plan the itinerary for the Trip. As a result of the nature of and the length of time required in planning all PSW trips, PSW is not in a position at the time of Contract to confirm the operator, aircraft flight number, exact Departure Date, airports, ferry port or itinerary. These details will be planned by PSW as part of the Trip and once they are agreed the Ambassador (if he or she then wishes to withdraw from the Trip) will, within fourteen (14) days of being provided with such information, have the options set out in clause 5.6.

12.3. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used include but is not exhaustive: British Airways, South African Airways, Kenya Airways, KLM, Emirates, Lufthansa, Virgin Atlantic. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

13. Data Protection:

13.1. The Sponsor and Ambassador consent to PSW processing data relating to them for legal, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Ambassador including, as appropriate:

- information about the Ambassador's physical health or condition in order to monitor the Ambassador's fitness for the Programme and Trip; and
- information about the Ambassador's special dietary requirements (if any); and
- information about the Ambassador's disabilities, behavioural and other special needs (if any).

13.2. The Sponsor accepts that failure to provide accurate information as above may jeopardise the Ambassador's ability to participate in the Trip.

13.3. The Sponsor and Ambassador consent to the transfer of such information outside the European Economic Area including where the country or territory in question does not maintain adequate data protection standards.

13.4. Unless indicated to the contrary by the Sponsor or Ambassador on the attached Booking Form (or subsequently notified to PSW in writing), PSW may contact the Sponsor and/or Ambassador, or disclose their personal data to selected third parties so that they may contact the Sponsor and/or Ambassador, with information about goods and services which PSW feels may be of interest to the Sponsor and/or Ambassador. PSW can supply to the Sponsor or Ambassador a copy of the information held upon payment of a small charge.

14. Photographs:

14.1. If the Sponsor chooses to supply PSW with any photographs, the Sponsor hereby confirms that:

- it irrevocably grants permission to PSW, its Group Companies and licensees and assigns, to use such photographs throughout the world for any of their commercial or non commercial purposes in any and all media, including, without limitation, in PSW's printed publications, presentations, promotional materials, in the advertising of PSW's goods or services or on PSW's website;
- it waives all moral rights in such photographs to which it may now or at any future time be entitled under the Copyright, Designs and

Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world;

c) it shall procure any necessary third party consents and/or waivers to give effect to this clause 14 and shall indemnify PSW against any claims, losses, damages or costs arising from its failure to do so.

15. General Matters:

15.1. Subject to clause 15.2 either Party may transfer the benefit of the Contract to a third party provided that such third party satisfies and meets any terms of these Booking Conditions that apply to the Trip and agrees to be bound by these Booking Conditions (as the same are in force at the time of transfer) and reasonable written notice is given to the other Party of this transfer in advance of the Departure Date.

15.2. PSW reserves the right to refuse any transfer of the benefit of the Contract to a third party where it is deemed (in the sole opinion of PSW) prejudicial to the safe and efficient conduct of the Trip and/or where the new proposed Ambassador is not (in the sole opinion of PSW) a fit and proper person for participation in the Trip. In such event, PSW's normal cancellation charges will be applied pursuant to clause 5.1 of these Booking Conditions.

15.3. PSW may sub-contract any of its obligations under this Contract provided that the rights of the Sponsor are not adversely affected as a result.

15.4. If any of these Booking Conditions are found by any court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Booking Conditions and the rest of the Booking Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

15.5. These Booking Conditions are prepared many months before the Trip commences and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since they were printed. PSW will inform the Sponsor of any changes that they become aware of.

15.6. The Sponsor confirms that it has the authority to enter into the Contract and that the individual who signs the booking form is duly authorised on behalf of the Sponsor to do so.

15.7. The parties agree that this Contract shall be governed by English law and that the courts of England and Wales shall have exclusive jurisdiction over any claim or dispute arising from this Contract.

15.8. NOTICES

a) Any notice given to a party under or in connection with these Conditions shall be in writing and shall be:

- delivered by hand or by pre-paid first-class post or other next working day delivery service to the following address:
 - in the case of Partner Schools Worldwide, Office 5, Unit 10, Old Carriage Works, Great Western Village, Lostwithiel, Cornwall, PL22 0EN (and the notice shall be marked for the attention of Partner Schools Worldwide Limited); and
 - in the case of the Ambassador, the address stated on the Booking Form.

b) Any notice shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the avoidance of doubt, "writing" shall not include email for the purposes of this clause.

15.9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

15.10. Air Carrier liability for passengers and their baggage: This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Montreal Convention or the Regulation. It does not form part of the contract between the carrier(s) and you and no representation is made as to the accuracy of the contents of this Compensation in the case of death or injury; there are no financial limits to the liability for passenger injury or death. For damages up to approximately £80,000, the air carrier cannot contest claims for compensation. Above that amount, the air carrier



can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: payment, to cover immediate economic needs, within 15 days of the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than approximately £13,000.

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to approximately £3,300.

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to approximately £800.

Destruction, loss or damage to baggage: damage to baggage up to approximately £800. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

In accordance with EU directive (EC) no 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at <http://europa.eu/transport/air>.

In accordance with EU Regulations we are required to advise you of the carrier(s) (or, if the carrier(s) is not known, the likely carrier(s)) that will operate the flight(s) for the Trip at the time of booking.

Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after the booking has been confirmed will be notified to the you as soon as possible.

The UK departure airport, overseas arrival airport, carrier/airline and flight timings cannot be guaranteed (even when they have been confirmed in the Booking Confirmation). Nor do we guarantee the means of transport and timings for each leg of the journey but these will be as near as possible to those set out in the Booking Confirmation. We will provide transportation from the Agreed Point of Departure to the relevant airport if the original airport has changed.

You must check your tickets very carefully immediately on receipt to ensure they have the correct route, flight times and carrier. It is possible that UK departure airport, overseas arrival airport, carrier and/or flight times may be changed even after tickets have been despatched – We will contact you as soon as possible if this occurs.

Any change in UK departure airport, overseas arrival airport, the identity of the carrier, flight timings, and/or aircraft type (if given) will not entitle you to cancel or change other arrangements without paying our normal charges except where specified in these Booking Conditions.

Under EC Regulation No 261/2004 -The Denied Boarding Regulation 2004, you shall have the right in some circumstances to a refund and/or compensation from the airline in cases of denied boarding, cancellation or delay to flight. Full details of these rights are published at EU airports and are also available from airlines.

However, reimbursement in such cases will not automatically entitle you a refund of payments made to us in respect of the Trip. Your right to a refund or compensation from us is set out in Condition 5. If the airline does not comply with these rules, you should complain to the Air Transport User's Council on 020 7240 6061, www.auc.org.uk.

16. ABTA

We are a Member of ABTA, membership number [Y6173]. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. It is a simple and inexpensive method of arbitration on documents alone with restricted liability on you for costs.

The upper limit on claims is £5,000 per person and £25,000 per booking form. The scheme doesn't apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element.

Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday.

For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

17. International Passenger Protection

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking NON-FLIGHT INCLUSIVE packages with PSW 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 the insolvency of PSW.

There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights.

Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. - This insurance is only valid for passengers who book and pay directly with/to PSW. If you have booked and/or paid direct to a Travel Agent for a holiday with PSW please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance.

This Insurance has been arranged by International Passenger Protection Limited and underwritten by Certain underwriters at Lloyd's. For further information please go to www.ipplondon.co.uk

CLAIMS PROCEDURE:

Download Claims Form from www.ipplondon.co.uk Any occurrence which may give rise to a claim should be advised within 14 days to:

International Passenger Protection Limited
Claims Office
IPP House
22-26 Station Road
West Wickham
Kent BR4 0PR
United Kingdom
Telephone: +44 (0)20 8776 3752 Fax: +44 (0)20 8776 3751

In order to deal promptly with any claim hereunder it is essential that you retain all bills, receipts and other documents relating to your travel arrangements.

CLAIM FORMS MUST BE SUBMITTED WITHIN SIX MONTHS OF DATE OF INSOLVENCY WE CANNOT CONSIDER OR PAY CLAIMS RECEIVED AFTER THIS DATE.