



TERMS & CONDITIONS

INTERNATIONAL TRAVEL

Trans World Educational Experiences (Twedex)
A trading name of GYS Travels LLC.

Email: journeys@twedex.com

Website: twedex.com

Payment of your registration or deposit invoice is deemed acceptance of the term and conditions in the following pages.

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Definitions:

"Group" or "you" means the organisation or entity entering into this agreement (as named on page 5).

"Group Leader" is the designated person in charge of the group of students, as identified by the group Principal, CEO or Educational Visits Coordinator.

"Insufficient enrolment" means the minimum numbers for the trip or event to run have not been met. All prices quoted are based on minimum numbers being met. Shortfalls in numbers may increase the price for remaining travellers before a trip is cancelled due to insufficient enrolment..

"Trans World Educational Experiences" abbreviated as "Twedex" is a trading name of **GYS Travels LLC, company registration number 869510** .

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

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

"Trips" & "Tours" are interchangeable terms that refer to the time at which the group lands at the destination airport and departs from the destination airport.

"Booking Confirmation Document" is the accompanying document that should be signed in recognition of the Terms & Conditions, payment plan and all other information on the Trip. For the avoidance of doubt, payment of your registration or deposit invoice for a trip is deemed acceptance of these terms and conditions.

"Associated Responsible Adult" is any person designated by the Group to legally operate as a guardian to Travellers in the group during the trip.

Itinerary Confirmation:

Twedex has customised an itinerary that has been provided to you previously as a sample itinerary for your group. Although Twedex will endeavour to provide a Tour in accordance with the itinerary, this itinerary is indicative only and remains subject to modification and change by Twedex at its sole discretion. Change to an itinerary will be driven by a desire to enhance the experience of the Travellers, ensure the safety of the travellers or due to the availability of one of the previously planned activities.

The final detailed itinerary will be emailed to you **seven days** prior to your departure. Twedex 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 Twedex** prior to the commencement of that trip (save in circumstances where Twedex 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. Twedex reserves the right to make changes in fees, itinerary, accommodations 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, Twedex 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, Twedex 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:

Twedex 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 Twedex. If unforeseen conditions beyond the reasonable control of Twedex or the relevant supplier necessitate changes (for example, a change in the start time of any live sports event), Twedex reserves 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 Twedex).

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

Twedex will not be responsible for the payment of additional services outside of the agreed contracted services during an event. In an instance where additional fees are incurred (for example, transport in a taxi to the local hospital for an unwell pupil) this will be the responsibility of the Group. It is essential that The Group Leader has a means to pay for such costs on the Tour (credit card / travel card on behalf of the organisation, or similar). Under no circumstances will Twedex pay & re-claim expenses from the organisation.

- Twedex reserves the right to refuse any requested changes made by the Traveller and/or Group within 14 days of departure.

Force Majeure & Exceptional Circumstances

Except where otherwise expressly stated in these conditions, Twedex will accept no liability or suffer any damage or loss of any description as a result of "force majeure". A "force majeure" means any event which Twedex or any of our suppliers, even with all due care, could not 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 Twedex's control.

Twedex 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 or particularly severe traffic. References in these conditions to 'exceptional circumstances' mean such circumstances.

Twedex Tour Director:

Twedex will provide at least one experienced Tour Director to accompany each group that travels with Twedex. Twedex 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 behaviour of the individual Travellers; this lies with the Group leader and associated teachers, coaches or parents. The Tour Director will have experience in mobilising large groups of children and coordinating Tour operations. The Tour Director's responsibilities will commence in the tour destination only - pickup at arrivals and drop off at departures in the Tour destination. Airport check-in & security clearance at both ends of the trip is the responsibility of the Group Leader.

Accommodation/Meals:

Twedex has taken all reasonable steps to ensure that the accommodation provided during your trip is reliable and providers maintain high standards in accordance with those of Twedex. All Travellers will typically be accommodated in twin/triple/quad rooms during the Tour unless otherwise stated. Rooming for adults is based on twin occupancy unless otherwise stated. If available (adults only), 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 staff places as well. All

such rooming requests must be received no later than 60 days prior to departure. Twedex arranges the room only and will not be liable for any further fees such as Wi-Fi, room service or damages.

Twedex 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. Dietary and medical requirements will be requested 60 days prior to departure. Twedex will make every effort to accommodate dietary requests but cannot guarantee that every supplier will be able to do so.

Travel Insurance Coverage:

Twedex is covered by public liability insurance for claims up to \$3 million. It is understood that Twedex shall not be liable for damages or other costs which arise as a result of circumstances that are covered under appropriate trip/travel insurance. Twedex expects all Travellers participating in an overseas trip to obtain suitable travel insurance prior to attending a Tour. Twedex can recommend and source appropriate insurance for Travellers but the Traveller and associated parent/guardian are the owners of this policy and will be responsible for excess payments, claims, and any insurance related enquiries.

Losses and Damage:

Twedex take no responsibility for any personal loss of property or damage to personal items during a Tour. It is the Travellers' own responsibility to look after their personal belongings and obtain appropriate insurance. Twedex will endeavour to provide security (safes in rooms) but cannot guarantee that this will always be available.

Safeguarding & Supervision

The safety and well-being of all participants, especially the Travellers, is our top priority. We expect The Group Leader and Associated Responsible Adults to adhere to the highest standards of conduct and professionalism at all times. This includes managing and monitoring the behaviour of The Group, maintaining appropriate boundaries, refraining from engaging in any behaviour that could compromise the safety or comfort of others, and serving as positive role models for Travellers. Any concerns or incidents regarding adult conduct will be addressed swiftly and appropriately, with the ultimate goal of ensuring a safe and enriching experience for all involved. In the very rare event that the Group Leader fails to uphold his/her duties as stated above, the Principal, CEO or Educational Visits Coordinator will assume responsibility.

All Tour Directors undergo annual comprehensive internal Safeguarding training. However, the supervision of Travellers is the responsibility of the Group Leader and accompanying responsible staff. Under no circumstances should the Tour Director be expected or asked to supervise, monitor or be left alone with a Traveller(s).

Behaviour:

If your behaviour or the behaviour of any group member or the group as a whole is such that, in Twedex'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), Twedex 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 Twedex nor their suppliers shall be liable for any compensation, refund or reimbursement of expenses.

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

Health & Safety:

The resorts and venues used and attended by Twedex 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 Travellers. 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 UAE.

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.

Website Accuracy:

Twedex 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:

It is assumed that parents and guardians consent to their child being photographed or videotaped for the purposes of the Tour or Twedex advertising or marketing material, by any Twedex representative unless notification is received. Twedex expects the school to notify parents of this clause during the school's normal procedures for obtaining parental approval for extra-curricular activities. Twedex reserves the right to publish all photographs on their website but are happy to withdraw any photographs upon specific request from parents or teachers. If participants do not wish to appear in Twedex media posts, please notify Twedex at least 7 days prior to departure, in writing, to indicate the extent to which you deny such reproduction.

Risk Assessments:

Where possible Twedex obtains risk assessments for all known venues that Travellers will be attending on their Tour. Twedex 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 UAE 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 the UAE only.

Registration and Payment Terms:

A registration will be considered binding on both parties upon receipt of the signed 'Booking Confirmation Document' and a deposit for each Traveller. Following receipt of your registration and deposit, you, the Group Leader and Twedex 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 'International Travel Terms & Conditions' document. It is the responsibility of the Group Leader to ensure parents have read and understood the terms covered in this document.

Twedex accepts the deposit payment as confirmation that the parent has read and agrees to these terms and willingly enters a binding agreement. Any clarifications, queries and concerns should be raised before making this payment.

All Travellers are requested to follow the payment plan provided to the group with the final balance paid no later than 30 days prior to departure. Twedex reserves the right to amend or cancel a Tour in the event that the final balance is not paid prior to such deadline or pass on any late payment charges from the supply chain to you. Please refer to your Booking Confirmation Document and Tour Itinerary for final pricing.

Changes to Group Size:

Prices stated in the Trip Booking Form are based on a pre-agreed number of Travellers. Should the number of Travellers decrease below a certain threshold this will result in an increase in price for the remaining Travellers or a negotiated reduction in certain elements of the itinerary (activities, insurance or similar) in order to cover the fixed costs which are to be shared among the group.

Cancellation & Refund Policy:

Written notification of cancellation must be received by Twedex if a Traveller wishes to cancel their place on a Tour at any time.

In the event of such cancellation:

- Cancellations made 90 days or more prior to the departure date will incur a fee equal to 25% of the total tour package cost.
- Cancellations made 89-46 days prior to the departure date will incur a fee equal to 50% of the total tour package cost.
- Cancellations made 45-31 days prior to the departure date will incur a fee equal to 75% of the total tour package cost.
- Cancellations received within 30 days of the departure date will not be eligible for any refund.
- In case of illness or injury preventing a passenger from travelling, Twedex can assist with an insurance claim; however, we cannot guarantee any compensation*.

*If a suitable replacement is found by the Group Leader, it may be possible to substitute one Traveller for another. In the event a replacement traveller is found, an administrative fee of AED400, plus any fare change fees applied by the airline, will be charged to the cancelling Traveller. Required changes will not be made until the change fees are paid (directly to Twedex).

Passport & Visa Requirements:

- Passports must have a minimum of 6 months validity from the last day of the tour and at least two blank pages.
- It is the sole responsibility of each parent / guardian to check the passport and visa requirements for the destination country.
- Upon receipt of deposit payments and all necessary traveller information, Twedex will provide visa application supporting documents (i.e. Invitation letter, flight booking reference, and hotel booking).
- Twedex will not be held responsible for any travel issues relating to an individual not having the correct travel documents.
- Twedex will not issue refunds to an individual if they discover they cannot travel due to visa restrictions after payment has been made.

In no circumstances whatsoever shall Twedex 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 or she 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, Twedex 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 Twedex of the position as early as possible.

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, Twedex 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 Twedex.

Overall Aim

As partners in travel, we are committed to providing an unforgettable experience for all stakeholders. We understand that challenges may arise during both the customer journey and in the destination itself. However, rest assured that we are committed to finding fair and reasonable solutions to any issues that may come your way. We believe in clear and timely communication and know that any bumps along the road are better navigated collaboratively. Our aim is to build a trusted relationship with you and your organisation, and at every stage of the process ensure a smooth experience for all involved.