



# **THE NEWCASTLE INTERNATIONAL SUMMER CUP**

## **TERMS & CONDITIONS / REGISTRATION DOCUMENT**

**By returning a signed copy of this document (to be signed on page 6) your organisation is entering into a legally binding contract and agrees to be bound by the terms and conditions set out herein.**

### **Definitions:**

"Group" or "you" means the organisation or entity entering into this agreement (as named on page 5), which is ultimately responsible for the behaviour of the Travellers.

The Newcastle International Summer Cup (NISC) is a trading name of "Trans World Educational Experiences"

"Passenger" means any person, fee paying or not, who attends or is going to attend NISC for any period of time.

### **Itinerary Confirmation:**

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

The final detailed itinerary and fixture list etc will be mailed to you **7 days** prior to your departure. NISC may cancel an age category due to insufficient enrollment, un-foreseen operational difficulties, lack of projected availability or any other reason at its sole discretion. If the Tournament is voluntarily **cancelled** by NISC prior to the commencement of the Tournament, a full refund will be made to you within four weeks of the cancellation date. NISC 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 or cancellation with a refund.

In addition, NISC 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, NISC 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:**

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

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, NISC 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, NISC shall not be held responsible for the cancellation of games and shall not be responsible for any additional costs incurred as a result of such cancellation.

Although NISC shall organise, book and arrange accommodation, dining services, transportation and other services on behalf of the Group, NISC 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 NISC 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 NISC). In particular, for the avoidance of doubt, NISC 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.

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).

Except where these terms and conditions expressly state otherwise, NISC 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.

#### **Tournament accommodation:**

All 'travelling teams' must stay in tournament accommodation in order to enter the tournament. A 'travelling team' is defined as a team who's registered address is outwith a 60 mile radius of Cochrane Park, Newcastle University

#### **Changes to Group Size:**

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

#### **Travel Insurance Coverage:**

NISC is covered by public liability insurance for claims up to £5million. It is understood that NISC 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. NISC expects all Travellers participating in an overseas trip to obtain suitable travel insurance prior to attending a Tour.

#### **Health:**

All Passengers 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 NISC at least 60 days prior to departure.

#### **Losses and Damage:**

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

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

### **Health & Safety:**

The resorts and venues used and attended by NISC 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 Passengers. 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.

### **Website Accuracy:**

NISC provide no guarantee as to the accuracy of the information contained on its website [www.newcastlesummmercup.com](http://www.newcastlesummmercup.com). NISC regularly check and review price information displayed on their website 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 tournament, NISC may photograph or video image participants, often without the knowledge of the participants, for example action footage and photographs during matches. If participants do not wish to appear in photograph or videotape, please notify NISC 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 Tournament or NISC advertising or marketing material, by any NISC representative unless notification is received. NISC expects the school or club to notify parents of this clause during the school/club's normal procedures for obtaining parental approval for extra-curricular activities. The NISC reserves 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:**

NISC obtains risk assessments for all known venues that Passengers will be attending on their Tournament. NISC is not responsible for completing any internal risk assessments school/clubs 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 signed Terms & Conditions / Registration Document and a deposit. Following receipt of your registration and deposit, you, the Group Leader and NISC 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 'Terms & Conditions / Registration Document'. **All Passengers are requested to follow the payment plan provided to the group with the final balance paid no later 30 days prior to departure and NISC reserves the right to amend or cancel a Group in the event that the final balance is not paid prior to such deadline.** Please refer to your Tour Itinerary for final pricing.

### **Payment Plan:**

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

### **Cancellation Policy:**

Written notification of cancellation must be received by NISC if a Passenger wishes to cancel their place on a Tour at any time. In the event of such cancellation:

- All deposits & Payment 1 are non-refundable.
- Cancellations received 60 days or more prior to departure will result in a 50% refund of the amount paid (excluding the deposit) by the Passenger to NISC as at the date on which notification of the cancellation is received by NISC.
- 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 Passenger 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 NISC).

### **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, NISC 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 NISC.

**Visa Requirements:**

It shall be the responsibility of the Group and each Traveller to ensure that each Passenger has obtained any visas and/or other documentation required to travel in connection with a Tour. Although NISC 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 NISC be liable for any costs or loss incurred by the Group and/or a Passenger as a result of a visa application being refused or delayed or in the event that a Passenger 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, NISC 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 NISC of the position as early as possible.

**Force Majeure**

Except where otherwise expressly stated in these conditions, NISC will not have any liability where the delivery of the event is prevented or affected by or you otherwise suffer any damage or loss of any description as a result of "force majeure". In these condition "force majeure" means any event which the hotel or venue could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside NISC's control.

**THIS SECTION MUST BE SIGNED BY THE GROUP LEADER:**

**I confirm that I have read and by signing this document agree to 'Tours Terms & Conditions / Registration Document'.**

**Furthermore I confirm that I have read the 'Payment Terms & Cancellation Policy' provided and I agree to its terms.**

**Name** \_\_\_\_\_ **(Please Print)**

**Signature** \_\_\_\_\_

**Group/Entity** \_\_\_\_\_

**Date** \_\_\_\_\_