**Shafston International College**

**Study Tour Offer**

Shafston International Pty Ltd Terms and Conditions for Study Tours

**Dear \_\_\_\_\_\_\_\_\_\_\_,**

Shafston International College has accepted your proposed tour itinerary. We are pleased to offer the following arrangements for your tour group:

|  |  |
| --- | --- |
| **Offer Date** | 　 |
| **Revision No.** | 　 |
| **Agent Name** | 　 |
| **School Name (if applicable)** | 　 |
| **Tour Group** | 　 |
| **Student Number** | 　 |
| **Chaperone Number** | 　 |
| **Nationality** | 　 |
| **Arrival Date** | 　 |
| **Departure Date** | 　 |
| **Duration(nights)** | 　 |
| **Details** | See itinerary with this offer |
| **Fees** | **Cost per student for the attached itinerary** |
| **15 -20 Students + 1 Chaperon FOC $X,XXX**Cost per additional Chaperone: $460 per person  |
| **21 -29 Students + 1 Chaperon FOC $X,XXX** |
|  |
| **Special conditions** | (If there are any special requests or conditions that require Shafston's attention, please notify the Shafston study tour team to include them here) |
| **Deposit** | 10% of the quoted fee multiplied by the number of students Please note Shafston minimum number of students is 15  |
| **Acceptance Deadline** |  |
| **Primary Contact Person** |  |
| **Primary contact email** |  |
| **Primary contact number** |  |
| **Note** | The Quote excludes:• Flight Tickets • Any Insurance* Any fees related to visas
 |

Should you have any questions regarding this offer please contact Study.tours@shafston.edu

**Terms and conditions**

**Background**

1. These terms and conditions apply to any and all tour bookings formed between Shafston International Pty Ltd (Shafston) and the Agency. Please ensure you have read and understand these terms and conditions prior to confirming your booking with us.

# Definitions

## **Agreement** means these terms and conditions.

## **Agency** means the Agency signing this Agreement.

## **Chaperone** means a person, nominated and procured by the Agency, who joins the Study Tour with the Students and is responsible for the management and supervision of the students on behalf of the Agency.

## **College** means Shafston International College.

## **Deposit** means the sum of the Initial Deposit and Final Deposit (as those terms are defined in clause 4.2) which are paid or payable to the College from time to time.

## **Fees** means the fees payable by the Agency to Shafston per the Quotation.

## **Party** means either the College or the Agency, **Parties** meansboth.

## **Participant** means any other party joining the Study Tour, including teachers from other schools, or a member of the Agency.

## **Quotation** means the quotation for Fees in respect of Services issued by the College to the Agency.

## **Services** means the services described in clause 7.1.

## **Student** meanseach person who has engaged the Agency to facilitate a Study Tour on his or her behalf.

## **Shafston Homestay Program** means the program in which Shafston arranges accommodation and meals to Students and Participants on behalf of the Agency.

## **Study Tour** means the arrangement in which:

### Students engage the Agency to arrange a short term studying tour in Australia; and

### the Agency engages the College under this Agreement to deliver the Services.

## **Tour Commencement Date** means the first date from which the Services will be provided by the College.

#  Agreement

## The Parties agree to the Services and payment for Services in accordance with the terms and conditions of this Agreement and as described in the Quotation.

## The Agency does not enter into this Agreement as a common law agent for the Students and Participants. The Agency enters into this Agreement in its own right.

## The Agency agrees and acknowledges there is no contractual relationship between Shafston and Students or other Participants. The Agency is responsible for the conduct of the Students and Participants, and is directly and principally liable for all obligations under this Agreement.

# Bookings

## Where the Agency makes an enquiry, the College may issue a Quotation, in any form reasonably approved by the College from time to time. The Quotation will include:

### the Fees;

### the itemized Services which the College will be providing in return for the Fees.

## An Agency may accept a Quotation and this Agreement by paying the Initial Deposit to the College in cleared funds at least eight (8) clear weeks prior to Tour Commencement Date.

## A Quotation lapses and may not be accepted if it is not accepted:

### within eight (8) clear weeks after of the date of issue; and

### at least eight (8) clear weeks prior to the Tour Commencement Date.

## Acceptance of 3.3 is at the absolute discretion of the College.

# Payment

## All payments under this Agreement are the responsibility of the Agency.

## Payment from the Agency to The College is required as follows:

### 10% deposit is required to confirm the Booking (**Initial Deposit**) per clause 3.2; and

### 90% deposit due one (1) month before the Tour Commencement Date (**Final Deposit**).

## Full payment of the Fees must be made prior to the Tour Commencement Date. In the event that payments are not made by their due dates, Shafston may terminate this Agreement on the terms stated in clause 22.

## If any part of the Deposit is not paid in cleared funds when due and payable, that amount becomes a debt a due and payable to the College.

## Fees of the Study Tour may be subject to change without notice.

# Cancellations of bookings

## The Agency may cancel its booking by giving express and unequivocal notice in writing on the terms below:

5.1.1 Regarding the whole tour group:

### In the event the Agency cancels their booking at least thirty (30) days before the Tour Commencement Date, 100% of the Initial Deposit will be non-refundable.

### If the Agency cancels between twenty-nine (29) and seven (7) days before the Tour Commencement Date, 50% of the total payable cost is non-refundable.

### If the Agency cancels less than seven (7) days prior to the Tour Commencement Date, the full cost of the Study Tour is non-refundable.

* + 1. Regarding individual student:
1. In the event the agency cancels individual's booking at least thirty (30) days before the Tour Commencement Date, 100% of the total payable costs will be refundable.
2. If they Agency cancels with twenty-nine (29) days or less before the Tour Commencement Date, the total payable costs of the Study Tour are non-refundable, unless their visa is refused, or they are experiencing personal issues. All final decisions regarding refunds with less than 29 days before the Tour Commencement Date are made at Shafston's discretion. The agency needs to provide an official visa refusal letter, and/or supporting documents in the event of personal issues, as evidence.

## In the event of cancellation, the Parties agree that the non-refundable component of the Deposit represents a genuine pre-estimate of the value of the Services delivered by the College in preparation for the Study Tour up to the date of cancellation.

# Other booking requirements

## A minimum of fifteen (15) Students is required for each Study Tour booking.

## For a group of more than fifteen (15) Students (or any group size which includes Students under the age of 13 years old), a Chaperone must join the Study Tour.

# The College’s Responsibilities

## The College’s responsibilities consist of their Services only as stipulated in the Quotation. The type of services that may be included in the Quotation include:

### Facilitate of Student homestay and meals;

### Provision of a Study Tour Coordinator

### Educational courses;

### Itinerary preparation;

### Excursions;

### Orientation;

### Use of the College facilities;

### Activities and tours, including transportation (per itinerary); and

### Graduation certificates.

## The College shall provide the Services described in the Quotation, and in accordance with any prepared itinerary. If booked activities are not provided by the College due to unforeseen circumstances, including but not limited to change of dates and external party issues, the College will provide an alternative activity of the same monetary value, unless such reason is out of the College’s control due to a force majeure event in clause 20.

# The Agency’s Responsibilities

## The Agency’s responsibilities consist of the following:

### ensuring all information required is provided to the College, such as student details, medical conditions and dietary requirements;

### arranging flights and transportation for Students and Participants as is necessary to give effect to the Study Tour;

### ensuring Students and Participants have sufficient travel insurance;

### ensuring Students and Participants have the appropriate Visa to enter Australia;

### arranging Chaperones;

### ensuring that all relevant information provided by the College is passed onto the student’s parents, caregivers and any other relevant persons in a timely manner;

### provide all parents, caregivers and any other relevant persons with a copy of this Agreement at the time of making the booking;

### ensuring that any existing medical conditions or disabilities (including any weight restrictions) of Students or Participants which may require additional assistance or consideration are declared to the College before bookings are made. If newly diagnosed, the Agency must notify Shafston before the date of departure. The Agency agrees that The College will only accept bookings where the Agency accepts that The College will not be liable if they are not informed of such a condition and an airline refuse to accept the Student or Participant as a passenger.

## The Agency acknowledges and agrees that any specific passport and visa requirements, and other immigration requirements are the Agency’s responsibility, and the Agency should confirm these with any relevant Embassies and/or Consulates. The College does not accept any responsibility if the Student or Participant cannot travel because the Agency has not complied with any passport, visa or immigration requirements, or any other reason.

## The Agency is responsible for the behaviour of the Students, Participants and the Agency. The College reserve reasonable discretion to refuse a booking or to remove a Student or Participant from any Study Tour or travel, if the party’s demeanour or behaviour is disruptive, dangerous to healthy and safety or unreasonably annoying to other people. In these cases there will be no refund of Fees.

# Chaperone Duties

## Subject to clause 8.1(e), Chaperones who join the Study Tour agree to take full responsibility for the Students during the course of the Study Tour.

## The Chaperone is the representative of the Agency on the Study Tour and must be available to the Students as first point of contact with respect to any complaints including those described in clause 15 (Homestay Complaints). In the event that there is no Chaperone on the Study Tour, the Agency must be available to Students to fulfil this role. The College is not required to consider or resolve complaints from Student’s directly.

## Should any medical or other emergencies arise, the Chaperone is responsible for accompanying the Student to the hospital (and pay for any fees, medical or otherwise, that may be incurred).

## If the Student requires translation services whilst in hospital, the Chaperone must arrange this with the hospital and/or travel insurance company.

## In the case where no Chaperone joins the Study Tour, additional fee may be incurred should the College deem the group as requiring a Chaperone. If no Chaperone will be joining the Study Tour, the Agency must inform the College’s Study Tour manager upon confirming the booking.

# Insurance

## Subject to 8.1(c), each Chaperone and Student must have current and valid travel and medical insurance upon entry to the Study Tour.

## Upon confirmation of the Study Tour booking, it is agreed that travel and medical insurance will be organized by the Student, Participant or the Agency.

## The Agency will maintain insurance to cover public liability, workers compensation (where applicable) and any travel and other insurances necessary to cover themselves in the event that any Student suffers loss or damage, or suffers personal injury or death, or that an employee or Agent suffers any loss or injury.

## The Agency will on written request from The College, promptly forward certificates of currency for the insurance policies to The College.

# Indemnity

## The Study Tour is undertaken at the sole risk of the Agency and each Student. The Agency shall at all times indemnify, hold harmless and defend The College, its officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss, (including legal costs and expenses) or liability, responsibly incurred or suffered by any of those indemnified, arising out of a Student’s involvement in the Study Tour.

## The Agency’s liability to indemnify The College under clause 11.1 shall be reduced proportionately to the extent that any negligent act or omission from The College or its officers, employees or agents contributed to the loss or liability.

## The indemnity shall survive the expiration or termination of this Agreement.

# Limitation of Liability

## The College’s tours may include services offered by other service providers. Although The College takes particular care in appropriately selecting the operators of services on the Study Tours, they cannot and do not take any responsibility for the conduct of these operators, their servants and agents, or for any ramifications of their conduct.

## Some third-party suppliers may require passenger contact details in order to fulfill dietary/medical requirements. The College are obliged to offer this information unless expressly advised by the Agency or any member of the Agency party not to do so.

## The College accept no responsibility for any loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond their responsible control whatsoever, sustained by the Students, Agency or a member of the Agency.

## To the full extent permitted by law, any term, condition or warranty express or implied by Statute or otherwise, that relate to the Study Tour booking is excluded to the full extent permitted by law. However, nothing in these terms and conditions purports to exclude, restrict or modifies the application of the *Competition and Consumer Act 2010 (Cth*) as amended, consolidated, supplemented or replaced.

## To the full extent permitted by law, The College’s liability arising under or in connection with the Study Tour booking excludes any liability for any indirect or any consequential loss suffered by the Student, Participant, the Agency or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary, or punitive damage to you or any other party.

## Other than in respect of personal injury or death, Shafston’s total liability to the Agency under this Agreement is limited to the Fees paid by the Agency.

# Participation in Shafston Homestay Program

## The Agency must provide or procure for the College a detailed profile of each Student at least six (6) weeks prior to the scheduled arrival date. Shafston Homestay Program reserves the right to refuse placement of a participant if no profile has been received within this time frame.

## The participant profile must include, but is not limited to:

### a list of medical conditions; and

### a list of food and other allergies.

## Subject to 13.4, the minimum age to participate in the Shafston Homestay Program is twelve (12) years old.

## If the participant is younger than twelve (12) years old, they must be accompanied by a parent, guardian, older relations (such as a sibling or cousin) or Chaperone whilst in homestay.

## Additional charges may apply for Students with strict dietary requirements (Halal, gluten free or vegan).

## Additional charges may apply for groups arriving at the College after 6pm, or departing from the College before 6am.

## An extra night’s homestay fee may be charged for groups with a late departure time.

## If a Host Family is required to care for a sick student(s) for five (5) days or more, the Agency will be charged $500.00 for disease control. If the sickness exceeds five (5) days, the Agency is required to arrange student health insurance for the student(s).

# Host Family Profiles

## Host profiles will be released approximately two (2) weeks prior to the Tour Commencement Date.

## Homestay accommodation cancellations and changes to placements occur frequently due to unforeseen circumstances arising within the homestay family. Shafston Homestay Program will provide updates of changes and cancellations as they occur.

## It is strongly advised that after receiving the host family profile, Students and Participants should not make contact with them until at least (2) days prior to the scheduled arrival date.

## Requests for changes to a placement prior to scheduled arrival date must be accompanied by a reason for the request. The homestay manager will review the request and provide feedback accordingly. The College reserves the right to issues a new Quotation and charge Fees for any variations to the allocated Homestay arrangements.

# Complaints

## Complaints must be made by the Agency directly to Study Tour manager or the group’s Tour Coordinator provided by The College. All attempts will be made by The College to rectify the situation as quickly as possible.

## If the complaint relates to homestay and all attempts to resolve the complaint fails, the Student may be moved to a new host family immediately depending on the circumstances of the complaint. The College reserves the right to issues a new Quotation and charge Fees for any variations to the allocated Homestay arrangements.

# Variations

## All variations to bookings and homestay must be approved by The College and the Agency in writing and are subject to supplementary quotations.

# Photographs and videos

## The College may take photographs and videos of Students during their course, which may be used for marketing purposes. The Agency must be notified in writing if a Student or Participant does not wish to be photographed for marketing purposes.

# Itinerary tour bookings

## Study Tour groups will be provided with a tour itinerary.

## Study Tour booking cancellations may occur due to circumstances beyond The College’s control. Should this occur, the Study Tour manager will inform the group immediately and offer an alternative solution.

# Confidentiality and Privacy

## The Agency acknowledges and agrees:

### that any personal information that The College collects may be used for any purpose associated with the Study Tour booking or to send marketing materials to the Agency in relation to the events and special offers.

### The College may share with a third party the Student’s, Participants or Agency’s contact information (i.e. name, physical/postal address and/or other contact materials) for all purposes directly connected with the Study Tour booking.

### The College may disclose personal information of the Student, Participant or Agency to service providers and organizations that provide services to The College, including various law enforcement agencies and governments around the world for security, customs and immigration purposes.

# Force Majeure

## Neither Party will be liable for any failure or delay in performing an obligation under the Agreement that is due to any of the following causes to the extent beyond its reasonable control: acts of God, riots, wars, terrorist act, epidemic, pandemic (including Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, government acts or omissions, changes in laws or regulations, national strikes, dire, explosion, or generalized lack of availability of raw materials or energy.

## The Parties hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party’s obligations under this Agreement.

# Mediation

## The Parties to this Agreement agree that any dispute between them concerning or arising out of directly or indirectly relating to this Agreement, its meaning, existence, performance, breach, termination, validity, or subject matter, shall (unless a contrary intention is expressed in this Agreement) first be referred to mediation and any Party shall be entitled to commence court or arbitration proceedings.

## The expression ‘mediation’ means a process in which a person (‘a Mediator’) independent of the Parties will facilitate a negotiation between the Parties with a view to assisting them reach a binding Agreement by way of solution to the dispute.

## Mediation procedure is commenced by a Party through the service of a mediation notice on the other Party.

## The mediation notice must state that a dispute has arisen and say what the dispute is about.

## The Parties may appoint a Mediator within seven (7) days of the service of the mediation notice and if the Parties do not agree within that time as to the person to be appointed they will apply to the Chief Executive for the time being of the Law Society of Queensland who will nominate a Mediator for the parties.

## The Parties must at all times maintain confidentiality about all matters arising in the mediation, except to the extent that such matters are already public or to such extent as may be agreed between the parties or as required by law.

## All discussion and negotiation during the mediation will be on a privileged, “without prejudice” basis unless such privilege is waived by the Parties by agreement, either generally or in relation to any aspect.

## Neither of the Parties may refer in any subsequent proceedings to any such privileged discussions and negotiations or require the Mediator to do so, nor may any Party have access to any of the mediator’s notes or call the mediator as a witness in any proceedings.

## The Parties agree to take part in the mediation and will endeavor in good faith to resolve the dispute through the mediation but either one of them may at any time terminate the process and commence Court or arbitration proceedings.

## The Parties agree that each Party bears its own costs for mediation.

# Termination

## The College reserves the right to terminate this Agreement by notice in writing if:

### Any part of the Deposit is not paid when due;

### The Agency is in material breach of the Agreement and does not remedy the default within seven (7) days.

**Acceptance and Declaration**

I certify that I have read the booking conditions and agree to the terms of business specific. I declare that to the best of my knowledge the information supplied is correct and complete.

Name of the agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Name / Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_