

EDUCATIONAL TOUR OPERATOR AGREEMENT

PARTIES

Ardmore Language Schools Limited, and all subsidiary companies, (including but not limited to Ardmore Education Limited, Ardmore Educational Travel Ltd and Universal Language Training Limited) with administrative offices in Berkshire College, Hall Place, Burchett's Green, Maidenhead, Berkshire, England hereinafter the **PRINCIPAL**

And **Ed è Subito Viaggi** with registered offices in **Roma, Italy** hereinafter the Educational Tour Operator (ETO), on the other,

WHEREAS

The Principal offers inclusive Residential & Home stay English Language Courses and School Integration & Academic Year Programmes in the **United Kingdom, USA & South Africa**. Now, therefore, the parties hereto agree as follows:

1. EDUCATIONAL TOUR OPERATOR

- 1.1 The Educational Tour Operator wishes to buy courses at the Principal's Schools to offer to its clients ("Clients"), and the Principal agrees to sell such courses to the Educational Tour Operator.
- 1.2 The Principal will provide the Educational Tour Operator with sufficient stocks of the Principal information materials to ensure that the Educational Tour Operator is able to give its Clients details of what to expect from the part of the service delivered by the Principal. The Educational Tour Operator will give reasonable notice when requesting additional supplies of such materials.
- 1.3 The Principal will not solicit the Educational Tour Operator's clients for other programmes or any sales independently of the Educational Tour Operator. However, this term does not restrict the Principal ability to advertise or promote its courses generally.
- 1.4 The Principal and the Educational Tour Operator will each keep confidential any confidential information they learn about the other as a result of their business relationship. This obligation will survive termination of this agreement.

2. THE PRINCIPAL

- 2.1 The Educational Tour Operator is licensed to use all the Principal's brand names, logos etc. for promotional purposes, provided that samples of any written or printed material incorporating the Principal's brand name or logos are submitted to the Principal for approval, prior to being used.
- 2.2 The Educational Tour Operator will ensure that all the Principal's names and logos used by it are used appropriately and that no damage is done to the reputation of the name(s). The use of the Principal's names and logos confers no rights of ownership. If this agreement is terminated, no further use can be made of the names or written and printed materials incorporating the names or logos.

3. TERMS AND CONDITIONS

- 3.1 The Educational Tour Operator will sell the Principal's courses to its Clients subject to the Terms and Conditions set out in the current the Principal brochure.

4 INVOICING

- 4.1 The Principal agrees to sell its courses to the Educational Tour Operator at a price ("the Net Price") based on its published brochure price, less the relevant agreed wholesale discount, as set out below. Accordingly, the Principal will invoice the Educational Tour Operator the Net Price for courses booked by it, and the Educational Tour Operator is responsible for invoicing and collection of fees from the Client.

4.2 The Net Prices applicable to the Principal courses are as follows:

<u>Course Type</u>	<u>Net Price</u>
Individuals courses	Gross brochure price less 25% Educational Tour Operator discount
Group courses (15 + students)	Gross brochure price less 30% Educational Tour Operator discount

4.3 The price at which the Educational Tour Operator sells the Principal's courses is a matter for the Educational Tour Operator. The Principal Schools recommends that the Educational Tour Operator sells its courses at a price which reflects the brochure price.

5. PAYMENT OF FEES

5.1 For Groups, deposits of 10% within April 4th 2018, with a further 30% due within May 18th 2018. Final balance is due within 10 working days before the arrival of the Group; the balance date is the day that the balance will be available in the Principal bank account.
In the case of registration less than 6 weeks before the course starting date, the full amount of the cost of the course must be sent with the course application.

PLEASE NOTE: A client may not be allowed to start the course unless full payment has been received by the Principal in good time before the Client's intended start date.

5.2 Where a student requires a visa for entry into the UK, the full amount due to the Principal must be received with the course application before a Confirmation of Acceptance for Studies is issued. In the event of a visa refusal, this amount will be returned, as set out below.

6. ACCOMMODATION ADDRESS - Where the Educational Tour Operator has requested the Principal to book homestay accommodation for a Client, the Principal will send details of the homestay address at least 5 days before the course starting date, except in the case of late enrolment. If the Educational Tour Operator requests, details can be sent directly to your Client. The Educational Tour Operator will ask Clients to let the homestay host know their approximate time of arrival.

7. CONDITIONS FOR CANCELLING OR CHANGING A COURSE

- If the Principal receives the cancellation before the course starting date, for cancellation of up to 20% of beds confirmed
 - Between 20 and 10 working days before the arrival 30% penalty
 - From 9 working days to the day of arrival (no-show) 50% penalty
- After the course has started, the Educational Tour Operator must give 10 days' written notice to the relevant school Principal of changes to, or cancellation of a Client's course. A cancellation fee equivalent to 1 weeks course fees will be charged. Refunds cannot be made for non-attendance, due to illness or any other cause.
- If a Client wishes to be absent from the course for 1 or 2 weeks for the purposes of taking a holiday the Educational Tour Operator must give the relevant school Principal at least 2 weeks' notice in writing.
- If a Client wishes to exchange their original choice of course for one of greater value the Educational Tour Operator must pay the difference between the two at the time of requesting the upgrade.
- Any refund or other money due when a course is changed or cancelled, or a holiday taken, will be transferred to the back account from which the payment originated at the end of the booked course. Money due in relation to a course booked by the Educational Tour Operator will therefore be returned to the Educational Tour Operator, and it is the Educational Tour Operator's responsibility to return this money to the Client concerned.
- If a Client is denied a student visa or a study permit and the Principal is provided with a copy of the rejection letter on or before the first booked day of classes, the Principal will refund the full amount paid to the Principal.

8. **CHANGE OR CANCELLATION OF A COURSE BY THE PRINCIPAL** - Sometimes it is agreed between the Principal and an Educational Tour Operator that it would be beneficial for a Client to be moved to another school or course. When this happens, only a course of at least equivalent cost will be offered by the Principal.
 - 8.1 The Principal reserves the right to cancel a course, or make changes to course arrangements, without liability, if forced to do so for reasons beyond its control. If this happened, the Principal would seek to offer alternative arrangements, dates and venues.
 - 8.2 If the Principal cancelled a course booked and paid for by an Educational Tour Operator in accordance with these terms other than for reasons beyond its control, and did not offer an alternative reasonably acceptable to the Educational Tour Operator and its Client, the Principal would pay compensation as follows:
 - Where the cancellation is before the start of the course, compensation equal to the deposit paid by the Educational Tour Operator, or
 - Where the cancellation is after the start of the course, compensation equal to one week's fees.
9. **PUBLIC HOLIDAYS** - There are no lessons on New Year's Day, Christmas Day, Boxing Day, Good Friday or Easter Sunday. If you have Clients due to have lessons on these dates they will be offered replacement lessons on other days in the same week, where possible.
10. **RESOLUTION OF DISPUTES** - If you or any of your Clients are unhappy with any aspect of the course, please contact the relevant Ardmore Centre Manager. If you are still not satisfied, please write to the Principal by writing to the Directors at the address above. We will investigate the complaint if:
 - We receive it within 28 days after the end of the course
 - it was made in writing to the Principal before the Client left the relevant School
 - we have received all fees due.
11. **LIABILITY AND INSURANCE** - Educational Tour Operators must make sure that Clients organise their own travel insurance to cover medical costs and repatriation costs in the case of an illness or accident.
 - 11.1 Where the Principal has agreed to arrange travel or accommodation for your Client, the Principal acts only as an intermediary between Educational Tour Operators and travel organisations and between Educational Tour Operators and host homestays or other accommodation providers. Unless, and to the extent caused by the Principal's negligence, the Principal cannot be held responsible for any delay or accident during a journey nor for any incident which may happen during your Client's stay at his/her accommodation. The Principal will, however, endeavour to assist the Educational Tour Operator and/or its Client in the breach of contract on the part of the travel organisation or the host family or other accommodation provider.
 - 11.2 Please ensure you disclose all relevant information about your Client to the Principal. The Principal reserves the right not to allow your Client to begin or continue a course if the Principal learns that he or she is suffering from any illness, medical condition, or mental or physical disability which has not been disclosed on the Registration Form.
12. **VALIDITY OF AGREEMENT** - This contract is classed as a rolling agreement unless written notification is received by either party stating otherwise.
 - 12.1 Either party can terminate this agreement by written notice with immediate effect. All outstanding invoices become due and payable immediately on termination of this agreement.
 - 12.2 Either party can terminate this agreement if the other commits a material breach of its obligations under this agreement and has failed to rectify the same after having been given due notice in writing.

12.3 Either party can terminate this agreement immediately by written notice if the other party becomes insolvent, bankrupt, is liquidated, has a receiver or equivalent appointed, seeks to enter into any arrangement to protect it from its creditors, or if its members or creditors petition for a winding up or liquidation.

13. **GENERAL**

13.1 These terms constitute the entire understanding between the parties with respect to the subject matter of this agreement and supersede all prior arrangements between parties relating to them.

13.2 This contract is between the Educational Tour Operator and the Principal only. No third party (including, but not limited to, any Client) shall have any rights under this Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.3 i) Information on courses at all centres can be found in the Principal brochures, website and price lists. In placing a booking with the Principal, you are assumed to have understood and agreed to our terms and conditions, and to have explained these to Clients for whom you have bought courses. Please contact us with any particular query.

ii) By signing this Agreement, the Educational Tour Operator confirms that they have read, understood and agreed to the Principal's booking terms and conditions in this contract and all supporting documentation. If no signed contract is received back, yet a booking is received from the ETO, Ardmore will take this as acceptance of the terms and conditions stated in this agreement and supporting documents.

14. **UK LAW** - This agreement is governed by English Law; the parties submit to the jurisdiction of the English Courts.

14.1 In the UK, the Principal's courses are operated by the Principal

We truly appreciate Educational Tour Operators who choose Ardmore's courses. We believe that good business relationships depend on clear mutual understanding and effective communication. We thank you for choosing us, and look forward to a long and mutually profitable business relationship.

SIGNED



Martin Corr
Commercial Director
Ardmore Language Schools Limited



Date: 04/04/2018

SIGNED (for the Educational Tour Operator)



NAME AND COMPANY NAME:

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SOTUR S.r.l.

Date: 12/04/2018

LEITH ACADEMY

2 Weeks

SAMPLE SUMMER PROGRAMME 2018*



ESTABLISHED IN 1984
Ardmore
LANGUAGE SCHOOLS

	MORNING	AFTERNOON	EVENING
Sunday	WELCOME TO ARDMORE		
Monday	Lessons	Half Day Excursion Welcome to Edinburgh Walking Tour	Welcome Icebreaker Games
Tuesday	Lessons	Sports & Leisure Activities	University Challenge
Wednesday	Lessons	Half Day Excursion to National Museum of Scotland	Talent Show
Thursday	Lessons	Sports & Leisure Activities	Casino Night
Friday	Lessons	Half Day Excursion to Edinburgh Castle	Disco
Saturday	Full Day Excursion to Loch Lomond, Stirling Castle and Walking Tour <i>Late return meal vouchers provided</i>		Sports Tournament
Sunday	Sports and Leisure Activities on Campus / Optional Extra Excursions		Movie Night
Monday	Half Day Excursion to Palace of Holyrood House	Lessons	Capture the Flag
Tuesday	Sports & Leisure Activities	Lessons	Post-Graduate Talk
Wednesday	Half Day Excursion to Princes Street Gardens and New Town	Lessons	Karaoke
Thursday	Sports & Leisure Activities	Lessons	Rounders
Friday	Half Day Excursion to St Giles Cathedral and Old Town	Lessons	Disco
Saturday	Full Day Excursion to Glasgow, Glasgow Cathedral and Walking Tour <i>Late return meal vouchers provided</i>		Mini Olympics
Sunday	GOODBYE ARDMORE		

ENGLISH LESSONS:

15 hours per week (3 hours per day, 5 days per week); maybe morning or afternoon.

SPORTS / ACTIVITIES AND PROJECT WORK:

Football, tennis, swimming, basketball, baseball, volleyball, arts & crafts, etc; maybe morning or afternoon.

* The Programme may vary due to operational reasons

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