



**SCHOOL TOUR CONTRACT BETWEEN MONDIALE CREATIVE RESOURCES OPC  
AND THE CLIENT**

1. This document, together with the Tour Program, will constitute an agreement between the Operator and the Client on acceptance of this Contract by the Client and payment of the minimum amount as per the Tour Program within the prescribed time period detailed in the Tour Program.
2. The tour will consist of the items as described in the Tour Program
3. The Tour cost per Learner is as per the Tour Program.
4. This cost does not include spending money for the Learner, visa costs and does not make provision for fluctuations in the exchange rate or increases in airport taxes.
5. The minimum number of Learners to participate in the Tour is as per the Tour Program.
6. The minimum amount payable by the Client to the Operator is the deposit per Learner to be paid within the prescribed period detailed in the Tour Program.
7. Late registration or payment of the deposit may result in a higher airfare being charged by the Airline.
8. You enter a booking with us when we receive your deposit. If you cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.
9. You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking.
10. We are responsible to you for providing for your trip but there are legal limits.
11. Please read the full terms below for more information and for other important rights and obligations.

**TERMS AND CONDITIONS**

**1. DEFINITIONS**

**AGENTS OF THE TOUR**

OPERATOR : any person who acts as an agent of the Tour Operator at any time during this agreement.

**ADDRESS OF THE**

OPERATOR : MONDIALE CREATIVE RESOURCES OPC  
3<sup>RD</sup> FLOOR ROOM 301, The One  
Executive Office Building  
5<sup>th</sup> West Avenue, Quezon City,  
Manila, Philippines

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**COMPANY ACCOUNT**

MONDIALE CREATIVE RESOURCES OPC  
BPI – West Avenue Del Monte Branch  
PHP Currency { **0431017185** }

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\_\_\_\_\_  
Tour Operator  
(Sign in full)

\_\_\_\_\_  
Client  
(Sign in full)

EFFECTIVE DATE	:	<hr/> This agreement will be effective from the date upon which: I. the Booking Form has been completed online by the client and received by the Tour Operator; II. and/or the Contract Agreement has been downloaded from the MCR Website. III. and/or the deposit has been paid by the client and received by the Tour Operator or deposited to Mondiale Creative Resources OPC account. IV. and/or the contract has been digitally signed by the client; from which date the terms and conditions of this agreement will be binding on the parties.
EMPLOYEE OF THE OPERATOR	:	Any person who act as an employee of the Tour Operator at any time during this agreement.
INDEPENDENT CONTRACTOR	:	any person or entity with whom the Tour Operator may, in his sole discretion, decide to contract in an effort to realise the Tour.
OPERATOR'S BANK ACCOUNT	:	As per the Tour Program.
SIGNATURE DATE	:	<hr/> date upon which this agreement has been signed by both the Tour Operator and the Client.
THE CLIENT	:	Legal Guardian / Parent of the Learner.
THE TOUR OPERATOR	:	MONDIALE CREATIVE RESOURCES.
THE TOUR	:	the Tour, as described and set out in the Tour Program.
LOCAL TOUR CO-ORDINATOR:		the person/s appointed by the Tour Operator who accompanies the Learners and School Representatives
SCHOOL REPRESENTATIVES:		School staff / teachers accompanying the Learners
THE LEARNER(S)	:	all learners participating in the Tour
THE TOUR COST PER LEARNER	:	the Tour cost per Learner, excluding spending money, visa costs, fluctuations in the exchange rate and increases in taxes.

## 2. CAUSE

The Client desires to undertake the tour and has appointed the Tour Operator to act as its travel agent. The parties have therefore decided to reduce the terms and conditions of their agreement in writing and this document constitutes the agreement between the parties.

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Tour Operator  
(Sign in full)

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Client  
(Sign in full)

### 3. AUTHORITY

- 3.1 The person/s signing this agreement herewith confirm their authority to do so and further confirm that the Client has full knowledge of the terms and conditions of this agreement and the extent and content of the negotiations between the Tour Operator and the Client before signature of this agreement.
- 3.2 The Client herewith confirms its authority to sign this agreement and accept the terms and conditions hereof.

### 4. THE TOUR

The Tour will consist of the activities as described in the confirmed Tour Program. The activities have been chosen by the Tour Operator in collaboration with specialists in the relative near vicinity of where the tour will be conducted. If, for whatever reason, the Tour Operator decides to cancel any activity/ies, the Tour Operator will attempt to replace the cancelled activity/ies with another activity. The Tour Operator will not be held accountable by the Client for any loss as a result of cancellation of any activity, if the reason for cancelling the activity/ies was done to protect the Learners against possible bodily harm or if the activity/ies is cancelled because of reasons beyond the control of the Tour Operator. The Tour Operator may change the sequence in which the activities take place.

### 5. THE TOUR COST PER LEARNER

The Tour Cost per Learner is the amount mentioned in the Tour Program but expressly excludes spending money, visa costs and fluctuations in the exchange rate or increases in levies or taxes. The Tour Cost per Learner is calculated on information and data provided by third parties and subject to exchange rate fluctuations. Any increase in the cost of any item, tax, or levy, including unfavorable movement of the exchange rate, will be charged to the Client and will, additional to the Tour Cost per Learner, be payable by the Client to the Tour Operator at the time when Final Statements are due, typically 1 (ONE) week before Tour departure.

The Deposit per Learner will be paid over to the Tour Operator by the Client as soon as possible or as stipulated in the payment schedule.

Cancellation of a Learner to participate in the Tour after acceptance of this Contract by the Client must be done in writing by the Client and sent through to the Head office address of the Tour Operator. No cancellation will be effective until receipt of last mentioned formal notification by the Client.

<b>Days prior to departure date when written advice of cancellation was received.</b>	<b>% of tour payable</b>
Deposit to 30 days prior	50%
7 days prior	25%
1 day prior or a day of departure	25%
Day of departure	100%

In the event of an increase in costs occurring and the Client not making the additional payments, the Tour Operator reserves the right to withdraw from this Contract and/or any further/other agreement with the Client and the Tour Operator will not be liable for any losses / damage that the Client incurs because thereof.

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Tour Operator  
(Sign in full)

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Client  
(Sign in full)

## 6. RESPONSIBILITIES OF THE TOUR OPERATOR

- 6.1 The Tour Operator undertakes to provide a professional service to the Client, to provide information of the tour and the possible activities and program that is as accurate as possible, and to inform the Client as soon as possible if any information of the tour or the itinerary has changed for whatever reason.
- 6.2 The Tour Operator undertakes to appoint a Tour Co-ordinator who will assist the Client's representatives during the tour with logistic arrangements.
- 6.3 The Tour Operator does not take responsibility for the actions of the Tour Co-ordinator. The Tour Operator will seek to assist the group with a replacement Tour Co-ordinator should their actions be inappropriate or make them incapable of carrying out their duties.
- 6.4 The Tour Operator accepts responsibility for the acts and/or omissions of its employees and strives to ensure that efficient services are supplied to the Client.
- 6.5 The Tour Operator will provide basic Insurance for Tour Members as per schedule provided. Any additional or extra insurance required is at the cost of the client.

## 7. RESPONSIBILITIES OF THE CLIENT

The Client will:

- 7.1 provide all information and documentation for Learners it may have access to
- 7.2 assist the Learners with the following process:
- 7.2.1 obtaining a valid ID/SCHOOL ID.
- 7.3 The Client takes responsibility for the behavior of the participating Learners on the Tour and the Tour Operator may in its discretion with immediate effect terminate the participation of any Learner if the Learner's behavior should in any way break the local laws of the country visited or result in any criminal activity. All costs associated with this is the responsibility of the tour member/ client.
- 7.4 *Due to New Regulations from the Department of DEPED, all children under 18yrs of age will need to carry extra documents when departing. MCR requires certified consent copy from the parents or legal guardian of the child confirming that the teacher has permission to travel with the child; copies of the identity documents or any valid ID of the parents or legal guardian of the child; and the contact details of the parents or legal guardian of the child. Please make a consent letter now if you do not already have one. Please note these documents are not related to travel & tour requirements.*

## 8. RISK

The risk of loss or damage to any tour member, including bodily harm to a tour member, will not be the responsibility of the Tour Operator or its representatives, nor will the Tour Operator assume any responsibilities towards any of the Learners at any time during the Tour.

It will be the responsibility of the Client to assume responsibility for the Learners during the tour and have all documentation required by law signed by the legal guardians of any minor Learners.

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Tour Operator  
(Sign in full)

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Client  
(Sign in full)

**9. INSURANCE**

The Tour Operator will provide basic Insurance for Tour Members as per schedule provided. Verification of this Insurance to cover any loss or damage of a tour member or to cover medical expenses because of bodily harm to any tour member will be the responsibility of the Client. The Client will assist the Learners or their guardians to arrange any extra insurance cover before the tour and the Tour Operator may in his sole discretion not allow a tour member access to the tour if sufficient proof of such cover cannot be provided before the tour commence. The client must inform the Tour Operator of any pre-existing conditions as the basic cover provided does not cover pre-existing conditions.

**10. RELATIONSHIPS****10.1 RELATIONSHIP BETWEEN THE TOUR OPERATOR AND THE CLIENT**

The Tour Operator acts as travel agent for the Client and will organize the tour on behalf of the Client, correspond with the client directly and will manage the tour program, as travel agent for the Client, during the tour.

**10.2 RELATIONSHIP BETWEEN THE TOUR OPERATOR AND LEARNERS**

All Learners are under the supervision and control of the SCHOOL REPRESENTATIVES before, during and after the tour. The Tour Operator or its employees, representatives, agents or independent contractors does not assume any responsibility for the Learners. The Tour Operator only advises the Client with logistics during the tour but the ultimate control over the Learners and the tour program rests with SCHOOL REPRESENTATIVES.

**11. INSOLVENCY AND NON PERFORMANCE OF SERVICE PROVIDERS AND CONTRACTORS**

The Tour Operator will not be liable to the Client for any damages incurred by the Client or the Guardians of the Learners or the Learners if any service provider or contractor appointed by the Tour Operator are declared insolvent or does not perform according to market standard.

**12. COMPLAINTS**

Any complaint during the Tour must first be referred to the supplier of the service. If the supplier of the service does not respond effectively, the complaint must be referred to the Tour Co-ordinator and then to the Tour Operator's Head office if the Tour Co-ordinator fails to deal with the complaint effectively.

**13. AIRLINES**

The Tour Operator will not be liable for any damages incurred by the Client should a flight of an airline be delayed or cancelled. Trendsetters has insurance included in the Tour package that covers an amount towards airline cancellation.

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Tour Operator  
(Sign in full)

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Client  
(Sign in full)

**14. WHOLE AGREEMENT**

The Parties hereto agree that this Contract, after signature thereof by the Client, is the full and final Agreement between them and that no addition thereto, amendment hereof, cancellation hereof or variation hereof, shall be valid unless reduced to writing and signed by both Parties and their duly authorized representatives.

**15. DOMICILIUM**

THE PARTIES hereby choose as their respective addresses for any notice in terms hereof and domicile citandi et executed as follows:

THE TOUR OPERATOR:      MONDIALE CREATIVE RESOURCES OPC  
   3<sup>RD</sup> FLOOR ROOM 301, The One  
   Executive Office Building  
   5<sup>th</sup> West Avenue, Quezon City,  
   Manila, Philippines

or such other address within the Republic of the Philippines, City of Quezon City Manila as either party may nominate in writing.

**16. JURISDICTION**

The Parties hereby consent to the jurisdiction of the Quezon City Metropolitan Trial Court to adjudicate any dispute that may arise between them, arising from the terms and conditions of this Agreement or the cancellation thereof, provided however that any party shall be entitled in their own discretion to institute action in any Superior Court having jurisdiction. Should any party be compelled to resort to legal action to protect his interests in terms of this Agreement, they shall be entitled to their costs on the scale as between Attorney and Client including the normal collection commission.

**17. PAYMENT SCHEDULE**

As per the Tour Program.

Failure to adhere to this payment schedule could result in cancellation of bookings beyond our control. We must adhere to the payment schedules of subcontractors (of flights, Hotel & lodging, Restaurants, and other ground arrangements).

I accept the above mentioned payment schedule and understand that failure to adhere to the schedule could result in cancellation of bookings with suppliers.

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Client (sign in full)