



# GLOBAL GRAD

Terms & Conditions



	<b>OPERATING MANUAL</b>	Issue 2
	<b>GLOBAL GRAD TERMS &amp; CONDITIONS</b>	Date approved: 1 <sup>st</sup> January 2020

## CONTEXT

1. We are Global Grad Limited (*the Supplier or us or we*), a company registered in England and Wales under number 07286619; our registered office is at:

Millennium Green Business Centre  
Rio Drive  
Collingham  
Newark  
Nottinghamshire, NG23 7NB

(*e-mail address: enquiries@globalgrad.com*)

2. These Terms and Conditions apply in the broad context of the Global Grad service which is to arrange overseas “semesters”, that combine gap-year style travel to various regions of the world, with the facilities whilst travelling to pursue online studies and qualifications.

## ENFORCEABILITY

3. Please read all these terms and conditions carefully. Once you acknowledge and accept them, they become a legally enforceable agreement without further reference to you.
4. You need to read these terms and conditions to make sure that they contain all that you want, and nothing that you are not happy with.

## APPLICATION & ACKNOWLEDGEMENT

5. These Terms and Conditions will apply to the purchase of the services by you (*the Consumer, the Participant, or you*), whether in the normal course of business, or through any special offers we may from time-to-time provide.
6. These are the terms on which we sell all *Services* to you. By ordering any of the *Services*, you agree to be bound by these *Terms and Conditions*. You can only purchase the *Services* if you are eligible to enter into a contract and are at least 18 years old. If under the age of 18, a parent or guardian may enter into a contract on your behalf, which can be transferred to you on reaching the age of 18.
7. Reflecting their importance to *Participants*, it is a condition of participation that *Participants* confirm that they understand and agree to these Terms and Conditions either electronically (such via a conformation e-mail) and/or by signing for retention by the Company a hard-copy.



## INTERPRETATION

8. The following interpretations apply to these *Terms & Conditions*:
- a. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
  - b. **Contract** means the legally-binding agreement between you and us for the supply of the *Services*;
  - c. **Applicability** means that those aspects of this contract that can reasonably be interpreted to apply only to a *Semester* period (see below), apply only in that context; similarly, contract aspects that apply only to pre-semester responsibilities apply only pre-semester;
  - d. **Delivery Location** means the *Supplier's* premises or other location where the *Services* are to be supplied, as set out in the *Order*;
  - e. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
  - f. **Order** means you have placed your order for the *Services* from the *Supplier* when you make your first payment to Global Grad Ltd, either in the form of a non-returnable *Deposit*, or in the form of your *Participation* fee, or an instalment thereof;
  - g. **Privacy Policy** means the general terms which set out how we will deal with confidential and personal information received from you via the *Website* and in any other way, unless given your specific recorded mutual agreement to vary these terms;
  - h. **Services** means the services advertised on the *Website*, of the number and description set-out in your participation invoice;
  - i. **Participation Invoice** means the *Suppliers* request for payment in accordance with mutually pre-agreed terms; this invoice itemises the *Services* for which the *Participant* is making payment
  - j. **Deposit Invoice** means the invoice which enables Participants to reserve their place on a Semester
  - k. **Semester** means the period between arrival and departure from the overseas locations relating to the above services;
  - l. **Itinerary** means the detailed *Semester* information provided by the Supplier;



- m. **Website** means our website [www.globalgrad.com](http://www.globalgrad.com) on which the *Services* are advertised;
- n. **Participant(s)** means user(s) of Global Grad *Services*;
- o. **“Reasonable” Adjustments** means changes that we can reasonably be asked to make to allow people to *Participate* safely and productively notwithstanding, for example, a 'disability' including physical, psychological or neurological disease or disorder; depending upon the circumstances, such adjustments may range from “small” and cost-free, through to “significant” with associated additional charges.
- p. **“Unreasonable” Adjustments** means practical adjustments that we are unable to make; under these circumstances we are entitled to decline to take an order, or to cancel an order that has already been made
- q. **Termination Terms** means the financial terms which apply when either the *Participant* or Global Grad terminates a *Contract*; unless agreed otherwise, these are that *Participants* remain liable for any costs incurred by Global Grad, plus a £200 administrative charge. These termination terms only apply once you have paid your participation fee, or an instalment thereof; for clarity this explicitly means you are not liable to pay the administrative charge if, having paid the non-refundable deposit, you choose not to follow that up with a semester-booking

## SERVICES CONDITIONS

- 9. The description of the *Services* is as set out in the *Website*, catalogues, brochures or other form of advertisement, with descriptions and images being for illustrative purposes only.
- 10. In the case of *Services* made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate. All *Services* which appear on the *Website* are subject to availability.
- 11. We can make changes to the *Services* which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

### Online Learning

- 12. It is normally a condition of Global Grad participation, that *Participants* are engaged in an online learning or training course during their *Semester(s)*; this includes an online qualification, free short course, personal project or development of an entrepreneurial idea.



## PARTICIPANTS' RESPONSIBILITIES

13. Failure to comply with the requirements below is a *Participant* default, which entitles us to suspend performance of the *Services* until you remedy it; if you fail to remedy it following our request, on written notice to you, we can terminate the *Contract* with immediate effect under the *Termination Terms*.
14. *Participants* are responsible for:
- a. Any costs incurred which are not explicitly covered by the *Contract*;
  - b. Seeking advice on the likely travel and health conditions to be experienced in the countries you will be visiting, by reference to the Foreign & Commonwealth Office website at <https://www.gov.uk/foreign-travel-advice>
  - c. Making any travel, travel documentation, travel insurance and accommodation arrangements not explicitly covered by the *Services* set out in your *Participation Invoice*, as amplified in the *Itinerary* of the *Semester* concerned;
  - d. Agreeing with the Global Grad Learning Advisor, ahead of departure, the type of learning, personal project or entrepreneurial-idea development that they will be undertaking during the semester.
  - e. Specifically confirming to us in writing that they:
    - I. Are compliant with the *Health Considerations* below;
    - II. Agree to conform at all times to the *Participation Requirements* below;
  - f. Co-operating with us in all matters relating to the *Services*, and provide us with all information required to deliver the *Services*;
  - g. Notifying us, at <https://www.globalgrad.com/notify>, of any *Reasonable Adjustments* or other special arrangements they wish to become a condition of the *Contract*
  - h. Notifying us in writing should you wish to cancel the *Contract*;

## HEALTH CONSIDERATIONS

15. Your health is an important consideration to your *Participation* in Global Grad, from the perspectives of:
- a. Falling ill, or having an accident, whilst overseas
  - b. Fitness for participation in *Semesters*



- c. Pre-existing medical conditions, of which we need to be aware and for which we may need to make special arrangements
- d. Any 'disability' you may have, including physical, psychological or neurological disease or disorder

16. Your, and our, additional responsibilities in these respects are set-out below.

### **Overseas Illnesses or Accidents**

17. **Our responsibilities**, are to:

- a. Not knowingly to expose you to known high or medium risk situations, which we avoid through relevant risk assessments, and associated procedures for managing residual risks
- b. Provide you with local information on what to do in the event of illness or an accident in an overseas location
- c. Provide, through our local representatives, such non-medical advice/support as can be made available, should it be needed
- d. Confirm that you have relevant health insurances in-place for your participation

18. **Your responsibilities**, are to:

- a. Consult with your GP and take their medical advice and recommendations regarding obtaining vaccinations for the countries being visited
- b. Take proper care of your health and well-being whilst participating, and be aware of, and consciously avoid, situations whilst overseas likely increase your risk
- c. Obtain health insurance cover relevant to your travels and your medical status, and confirm its provider and reference number to us
- d. Notify us at <https://www.globalgrad.com/notify> of any health-related information of which you would like us to be aware, such as allergies or disabilities for example, whether you would wish the Global Grad local representatives to be notified of this information, and any reasonable adjustments that you would ask us to make
- e. Carry with you at all times, to be available for attending paramedics in the event of an accident, essential medical information which attending medical personnel would need to be aware to offer you safe treatment; the recommended way of doing this is via the "Emergency" facility on your i-phone or similar device, or a wristband id (such as the example at <https://www.theidbandco.com/Silicone-Bracelet-with-Engraveable-Tag-5147?CountryCode=CA>)



## Pre-existing Medical Conditions

19. **Your responsibilities**, are to:

- a. Take fully into account, before booking, any pre-existing, recent or ongoing medical condition(s) which may potentially affect your ability to participate in a Global Grad semester;
- b. Notify us of any such conditions before making a booking, and of any *Reasonable Adjustments* or other special or contingency arrangements we might need to make for you to *Participate* safely and enjoyably;
- c. If requested by us, arrange for the doctor, or other specialist who has been treating your condition(s), to provide a certificate to the effect that you are fit to *Participate*, and that it is safe to do so from a medical perspective;
- d. Ensure that your travel insurance fully covers your requirements, including emergency repatriation if needed, and that the insurer is fully aware of your pre-existing medical condition(s);
- e. Notify us, before booking, at <https://www.globalgrad.com/notify> of:
  - I. Any health-related information of which you would like us to hold on record; this would be safeguarded and managed in accordance with our *Privacy Policy*, which means access to it would be very limited
  - II. Any circumstance under which you would like this information to be passed to third-parties, such as an overseas medical organisation, and how we would be informed that those circumstances are effective
  - III. Any Reasonable Adjustments or other special arrangements you would like us to make
  - IV. The details (provider and reference number) of your travel health insurance

## PARTICIPATION REQUIREMENTS

20. All participants are assumed to be fully-abled, unless they declare at the time of booking a semester that they require *Reasonable Adjustments* to be made by Global Grad to cater for their personal circumstances.
21. Any special arrangements needed to travel to/from a Global Grad semester need to be made with the carrier at the time of booking the flight. On arrival at the semester, your transfer to the hostel accommodation will be arranged by Global Grad's local representatives, in accordance with any special arrangements mutually agreed when placing the semester *Order*.
22. The Global Grad local representatives will remain available throughout the semester to assist as pre-agreed, but in the main participants will need to be self-sufficient in their use of the *Services* we provide.



23. Following our assessments of the districts in which the hostel and study facilities are located, the personal risk to participants is low. However, participants are to be aware of the general risks associated with travelling overseas, and remain personally responsible for safeguarding their own welfare at all times.

### Road-trips

24. The road trips that will link semester locations are designed to introduce an element of adventure, and are again intended to be accessible to all participants. The content of the road-trips will be fully available at the time of placing a semester *Order* and, if necessary, alternative travel arrangements between locations can be made.

25. To participate in a road-trip, the essential requirements are:

- a. Be able independently to identify and recognise environmental hazards. These hazards may include, but are not limited to, falling objects/rocks, loose rock and unstable surfaces, rugged steep and uneven terrain, cliff edges, snow crevasses, moving water (fast or slow) such as rivers, surf, or tides; and potentially hazardous animals and insects;
- b. Recognize and understand the hazards and risks posed by other *Participants* which include, but are not limited to, their fatigue, state of mind, and actions that may influence their judgement and decision-making;
- c. Recall and understand hazards and risks previously explained by instructors;
- d. Be able effectively to alert and warn others of potential or impending dangers such as falling rocks, aggressive animals, or other environmental hazards;
- e. Be able effectively to signal or notify course instructors or other course members of personal distress, injury, or need for assistance;
- f. Be able to relay the above warnings and notifications up to a distance of 50-meters and in conditions with limited visibility such as in darkness or inclement weather or with loud background noise, such as high winds or while near fast-flowing rivers;
- g. Act reliably around hazards, such as those given as examples above, to minimize risk even when not directly supervised;
- h. Independently perceive, understand, and follow directions and instructions given by others to be able to successfully execute appropriate and perhaps unfamiliar, techniques to avoid hazards and /or manage risks. These directions may be given before the hazard or risk is encountered or may



need to be given during exposure to the hazard/risk and out of necessity and practicality are often given orally;

- i. Be able to stay alert and to focus attention for up to several hours at a time while travelling in wilderness terrain, attending classes, or receiving instructions;
- j. Be able to respond appropriately to stress or crisis such as when encountering large and/or potentially hazardous animals, severe weather, or a medical emergency;
- k. If taking prescription medications, be able to maintain proper dosage by self-medicating without assistance from instructors or others (except possibly in emergency situations or we have pre-agreed to assist in this respect).

## General Safety

26. International travel carries a greater degree of risk compared to your home town. There is also greater risk on our programs, and in particular the road trips, compared to a typical holiday. Local safety standards may also be below what usually protects you at home.
27. Global Grad and its partners have leaders in every location, we undertake risk assessments that aim to make a program safer than independent travel. You must read, confirm as having read, and agree to our Terms and Conditions when paying your *Deposit Invoice* or, if no deposit has been paid, when paying your *Participation Invoice*.
28. Through their agreement to Global Grad Terms & Conditions, *Participants* are also agreeing to play your part in the risk management requirements set-out in our risk assessments.

## Personal Code of Behaviour

29. Global Grad applicants will be drawn from a wide variety of backgrounds, with varying perceptions of how they might be expected to behave on a travel semester. Bearing in mind the closer-knit nature of the travel semester experience, all participants must be mindful of the adverse impact that their behaviour may have on their fellow-participants and/or the local community.
30. All participants are therefore required to avoid any behaviour that could potentially spoil the semester experience for others, be environmentally damaging or be upsetting to the host-community; in particular avoiding:
  - a. Being disrespectful to the laws, customs and people of the host country;
  - b. Disturbing/touching cultural or historic structures, artefacts or the natural environment



- c. Approaching or attempting to feed wildlife (observe at distance only)
- d. Disturbing local economic norms by over-paying or over-tipping
- e. Refusing to accept the reasonable requests/instructions of the local Global Grad team leader;
- f. Unruly behaviour, particularly if alcohol or drugs related;
- g. Serious breaches of hostel or study-facility rules;
- h. Violent, dangerous, abusive or intimidating behaviour;
- i. Physical, verbal or psychological bullying
- j. Racial, gender, disability, or other discriminatory behaviour or abuse;
- k. Invading the personal space of fellow-participants, or making unwanted advances
- l. Any action which brings the Global Grad programme into disrepute

31. **Our responsibilities:** It should be noted that Global Grad does not itself organise or deliver Adventurous Activities, and its role in this respect is limited to informing Participants of their availability; bearing that in mind, our responsibilities are to:

- a. Identify the potential risks arising from Global Grad participation, and assess and manage those risks in ways that keeps residual risk low;
- b. Where management of risks involves the conscious involvement of *Participants*, ensure that they are aware of that specific risk and what they are required to do in relation to them;
- c. Confirm that all *Participants* are aware of the participation requirements above, and agree to conform to them;
- d. Help participants identify experienced organisers/suppliers of *Adventurous Activities* such as (but not exclusively):
  - I. Participation in road trips
  - II. Cycling
  - III. Travelling on the back of motorcycles and other forms of transport
  - IV. Hang-gliding
  - V. Rock climbing
  - VI. Zip wiring
  - VII. Scuba diving
  - VIII. Horse riding
  - IX. White water rafting and other water related activities



32. **Your responsibilities** are to retain personal responsibility for your health and safety (H&S) at all times, by:

- a. Taking proper account of all health and safety related information provided by Global Grad, and take personal responsibility at all times for your own H&S;
- b. Take proper care of your health and safety whilst participating in a semester, and be aware of, and consciously avoid, situations in which being overseas may carry an increased risk, including Adventurous Activities which are undertaken at your own risk;
- c. Decide, taking all factors into account, alongside the illustrative participation descriptions provided above, if you require Global Grad to make *Reasonable Adjustments* to enable you to participate;
- d. Notify us (at <https://www.globalgrad.com/notify>) of any *Reasonable Adjustments* or other special arrangements you would like Global Grad to make.

### **PERSONAL INFORMATION & COMMUNICATION**

33. We generally manage, safeguard and use all information strictly under our Privacy Policy, and/or such mutually-agreed arrangements as may be necessary to meet any special/specific to your requirements (as above) for you to Participate.

34. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

### **IMAGE & VIDEO RIGHTS**

35. An enjoyable aspect of participation in a Global Grad semester is the capturing images (video and/or “stills”), of local scenes and group activities, for subsequent use on social media and for other promotional purposes. A condition of participation is that individuals agree to forego their personal image rights to such media, on the mutual understanding that any images that might reasonably be thought to be offensive or embarrassing will not be used by Global Grad for such purposes.

36. Insofar as individual participants may not agree to their image being used in this way, it is their personal responsibility to make that clear to the Global Grad team leader, and make sure to stay out of shot when such images are being taken.

37. On occasions, Global Grad may contract separately with individual participants for them to capture images specifically for Global Grad social media and other promotional uses. Under these circumstances, it is mutually agreed that the rights to such images remain the property of Global Grad.



## BASIS OF CONTRACTS

38. The description of the *Services* on our website does not constitute a contractual offer to sell the *Services*. The services provided are only itemised on the *Participation Invoice*, which the Supplier agrees to deliver, subject to reasonable local adjustments, where necessary, and “force-majeure” events.
39. The step-by-step bookings sequence allows you to check and amend any errors before a *Contract* in accordance with these Terms & Conditions is formed. It is your responsibility to check that you have used the booking process correctly. A *Contract* will be formed for the *Services* ordered only when:
- a. You have paid the *Deposit Invoice* or, where no deposit has been paid, made payment in accordance with 35e below
  - b. You have confirmed your agreement to these Terms & Conditions
  - c. You have provided all the information identified in the various sections above, where relevant, and have notified us of any *Reasonable Adjustments* or other special arrangements which you like to make conditions of the *Contract*;
  - d. We have confirmed we are able to make any *Reasonable Adjustments* or other special arrangements you have requested, and any associated additional charges;
  - e. You have made payment against a *Participation Invoice*, in accordance with “Charges & Payments” terms below (if not having already done so in accordance with 35a above)
40. No variation of the *Contract*, whether about description of the *Services*, charges or otherwise, can be made after it has been entered into unless the variation is agreed by the *Customer* and the *Supplier* in writing.
41. These Terms and Conditions apply only to a *Contract* entered into by you as a *Consumer* and Global Grad as the *Supplier*.

## CHARGES & PAYMENTS

42. The charge for the *Service*, is that set out on the website, plus any mutually agreed additional charges, at the date we accept the order or such other price as we may agree in writing. Prices for *Services* will be calculated on a fixed price basis.
43. Fees and charges include VAT at the rate applicable at the time of the order. When payments are due, electronic invoices will be provided; these must be



paid by credit or debit card (via PayPal), or by an online bank transfer (BACS) by the due date.

44. Payment amounts, and due dates, are provided on invoices, and may be paid in a single payment or in 3-equal instalments ahead of the month of departure. Alternatively, payment may be made in 10-equal instalments, 2 of which must be made ahead of the month of departure.
45. Where the 10-equal payments option is chosen, a suitable guarantor of payment, such as parent or guardian, must be made and their contact details provided; in providing these contact details, you give Global Grad permission to contact the guarantor to confirm their agreement.

### **CANCELLATION**

46. You may cancel the *Contract*, in accordance with the *Termination Terms*; to do so you must inform us of your decision to cancel by a clear statement setting out your decision (eg a letter sent by post, fax or email). In any event, you must be able to show clear evidence of when the cancellation was made.

### **CONFORMITY**

47. We have a legal duty to supply the *Services* in conformity with the *Contract*, and will not have conformed if it does not meet the following obligation; upon delivery, the *Services* will be of satisfactory quality, and be reasonably fit for the particular purpose for which you buy the *Services* which, before the *Contract* is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the *Contract*, and conform to our description.
48. We will supply the *Services* with reasonable skill and care, and will use our best endeavours to support you customers throughout the *Contract*.
49. In relation to the *Services*, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the *Services*, is a term of the *Contract* (which we must comply with) if you take it into account when deciding to enter this *Contract*, or when making any decision about the *Services* after entering into this *Contract*. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this *Contract* or later).

### **DURATION, TERMINATION & SUSPENSION**

50. Subject to *Applicability*, as explained in the "Interpretation" section above, the *Contract* duration runs from when the relevant *Participation Invoice* payment terms have been met (including part-payments where mutually agreed), until



your arrival at the point of departure (usually an airport) from the *Semester's* concluding location.

51. You may terminate the *Contract* in accordance with the cancellation procedure and *Termination Terms* above; we may terminate the contract if you commit a serious breach, or series of breaches resulting in a serious breach, of the *Contract* and the breach either cannot be fixed by mutual agreement
52. On termination of the *Contract* for any reason, any of our respective remaining rights and liabilities will not be affected.

### **SUB-CONTRACTORS & CIRCUMSTANCES BEYOND CONTROL**

53. The *Supplier* will be liable for the acts of any sub-contractors who it chooses to help perform its duties. In the event of any failure by a party because of something beyond its reasonable control:
  - a. The party will advise the other party as soon as reasonably practicable;
  - b. The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.

### **PRIVACY**

54. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
55. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy and cookies policy available on the Global Grad website (<https://www.globalgrad.com/privacy-policy/>)
56. For the purposes of these Terms and Conditions:
  - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR;
  - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679;
  - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR;
  - d. We are a Data Controller of the Personal Data we Process in providing the Services to you;
  - e. Where you supply Personal Data to us, so we can provide Services to you, and we Process that Personal Data in the course of providing the Services



to you, we will comply with our obligations imposed by the Data Protection Laws:

- I. Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- II. We will only Process Personal Data for the purposes identified;
- III. We will respect your rights in relation to your Personal Data; and
- IV. We will implement technical and organisational measures to ensure your Personal Data is secure.

57. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: mail@gusto-uk.com.

### **LIABILITY EXCLUSION**

58. The Supplier does not exclude liability for:

- a. any fraudulent act or omission;
- b. death or personal injury caused by negligence or breach of the Supplier's other legal obligations.

59. Subject to this, we are not liable for loss which was not reasonably foreseeable to both parties at the time when the Contract was made.

### **GOVERNING LAW, JURISDICTION & COMPLAINTS**

60. The Contract (including any non-contractual matters) is governed by the law of England and Wales.

61. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

62. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

63. Global Grad Services are provided in association with other suppliers; where Customers contract direct with those suppliers, or where Global Grad makes bookings on behalf of its Customers with other such suppliers, the Terms & Conditions of those suppliers shall apply to such bookings.

**THIS IS TO CONFIRM THAT I HAVE READ, UNDERSTAND AND AGREE THESE TERMS AND CONDITIONS:**

FULL NAME: .....

SIGNATURE: .....

DATE: .....

