

Twin Volcanic Ash Cloud Policy

In response to recent events involving Volcanic Ash from Iceland, Twin Group have decided to implement the following cancellation policy amendments. The aim of this policy is to offer reassurance to those who are contemplating making a summer centre booking with Twin Group.

Direct Bookings:

In the event of an inbound flight being cancelled, due to volcanic ash closing British airspace, clients who are due to be attending a Twin Summer Centre will be given two options:

1. **Cancellation** – the client may wish to cancel their booking with Twin. In this case a **full refund of the course fees** will be issued to the client, minus an administrative charge of £60 per student.
2. **Booking amendment** – the client will be given the option of rescheduling the booking at no extra charge. This option will be offered wherever possible, taking into consideration availability at the preferred centre.

Cancellations

In the event of the client wishing to cancel for any reason other than that described above then the normal cancellation policy contained in the terms and conditions will apply:

"Cancellations must be made in writing to Twin Group. If notice of cancellation is received more than 28 days before the start of the programme, the deposit will be forfeited. If notice of cancellation is received 28 days or less before the start of the programme, full fees will be forfeited." – Twin Group standard terms and conditions.

Any formal claim for a refund must be made in writing. Twin Group must be immediately informed of any cancellations. Simply not showing up and not giving Twin any notice may incur charges which will have to be deducted from any refund due. The decision to charge in these circumstances is at the discretion of Twin Group management. If it appears highly likely that the airspace will be closed please inform us of your situation.

A cancellation under this policy can only be made once the flight has actually been cancelled. A cancellation made in anticipation of volcanic ash closing British airspace will be subject to the standard terms and conditions.

Normal distance selling regulations apply to this contract, unless both parties in writing have agreed otherwise.

Booking Amendment

If a client takes the option of rescheduling the booking Twin will make every effort to ensure that they are able to attend the Centre that they originally booked. However, if there is no availability in the preferred Centre the client may be offered a place in another Twin Summer Centre.

In the event of the client wishing to shorten the length of the programme due to a flight being cancelled as a result of British airspace being closed when the client was supposed to commence the course, a full refund will be given for the period that is cancelled, minus a £60 administrative charge. If the client wishes to shorten the programme for any other reason then the standard terms and conditions will apply:

"If you wish to shorten the length of your programme once you have started, tuition / programme fees will not be refunded but accommodation fees may be refunded at the discretion of Twin Group management." – Twin Group standard terms and conditions.

Refunds

Refunds will be made by bank transfer (minus any bank charges and administrative fees) within 28 working days of Twin receiving written notice.

Third Party Bookings:

Parents of students who have booked through an agent must consult the Agency to obtain their cancellation policy. Twin will not be able to provide a refund directly to those who have made bookings via a third party.

Where an agent has been responsible for the booking of flights, as well as the course booking, the agent may be responsible for all costs incurred as a result of the delay, under European Law.

Definitions:

- 'Client' or 'customer' refers to a company or individual that completes a course booking from or enters into a contractual arrangement with Twin Group directly. This does not include those who have made bookings or entered into contractual agreements with third parties, such as travel agencies.

Twin Volcanic Ash Policy Guidelines

The aim of this section is to inform you of the steps we are taking to prepare for any significant delays that occur as a result of Volcanic Ash disrupting return journey flights out of the UK.

If your child is stranded in the United Kingdom and unable to fly back home after their stay at one of our summer centres, Twin would like to assure you that we will use all reasonable endeavours to make sure your child is safe, provided with food, accommodation, transport and is in regular contact with you.

European Law:

European Law ensures, under EC Regulation 261/2004, that if any flights leaving a European Airport are cancelled or delayed for more than one night, the airline has to provide passengers with accommodation, food, transport and up to 2 telephone calls or e-mails. The airline is also responsible for looking after any unaccompanied minors.

Although every airline is different, and we advise you to contact your airline individually to see how they plan to deal with unaccompanied minors, there are two general ways in which the airlines can go about fulfilling their duty.

- The first way is by asking passengers to stay in the summer school until flights are rescheduled, and then to refund passengers for the additional fees they have incurred.
- The second way is by the unaccompanied minors turning up at the airport and then a representative of the airline will look after the unaccompanied minor.

Twin Emergency Policy:

We need to know, in advance, of the arrangements you wish to make for your child to be looked after if their return flight home is delayed. Please choose from one of the three following options:

1) If you want your child to stay in the summer school:

If you would like your child to stay under the care of Twin at the summer centre we will need to receive immediate payment to cover the costs of looking after your child.

This can take the form of:

- a. An immediate card payment or bank transfer over the phone.
- b. You can provide us in advance with the authority to deduct a payment from your credit card in the event that your child is delayed.

We would like to emphasise that under European Law you may be entitled to recover these costs from your airline if you have booked the flights yourselves. In order to assist you in this process, Twin will provide you with an invoice of the additional costs incurred as a result of the delay, and will also send a cover letter explaining that these costs were incurred directly as a result of the delay.

It is important that you let us know in advance if you would like your child to stay under the care of Twin so that we can make suitable arrangements. If you fail to notify us and make no additional payment to cover costs, we may not be able to look after your child under option 1.

There is no guarantee that Twin will be able to accommodate your child in the same residence. It may be necessary for your child to move to a different room (including the possibility of having to share a room); a different centre; to a homestay; or, to a Hotel. The precise details of any arrangements will depend on availability of services.

If for any unforeseen circumstances, we are unable to care for your child, we will notify you as soon as is reasonably practicable and make arrangements for your child to be looked after under options 2 or 3 below.



2) If you want your children to stay under the care of the airline:

We will transport your child to the airport and safely hand over responsibility of looking after your child to a representative of the airline. The airline will then be responsible for the care of your child in line with their obligations under European Law, where the child has been booked as an unaccompanied minor.

The transport will be provided at no extra cost, providing that you contracted for the individual transfer when making the booking. If you have not paid for the individual transfer then this fee will have to be paid before Twin will be able to arrange any transfer. The price of this service is clearly stated on the summer centres website.

Once your child has been safely handed over to the airline, Twin will no longer be responsible for the care of or safe return of your child.

This option is only available where parents have booked the flights themselves. Agents are advised to check with their airline directly if they have booked all of the flights for their groups.

3) If you want to meet your child or make your own arrangements:

Please contact us to let us know of your arrangements and we will pass over your child in accordance with your written instructions.

In the event that we cannot successfully pass over the responsibility of your child in accordance with options 2 or 3 above, we shall continue to look after your child on an emergency basis. You will be invoiced for the additional expenses involved in the event we are forced to do this.

Once again, we would like to take this opportunity to assure you that your child will be safe, accompanied and well looked after in the event of any disruptions caused by the Volcanic Ash.

We would be grateful if you could contact us before your child is due to arrive to let us know which of the three options you prefer for the care of your child.

Charter of rates:

For each extra night with Twin, the charges will be as follows:

- **For each extra night spent in a Twin centre the charge will be £80 per person per night. This will include full board and the necessary Twin staff to look after the child.**
- **It may be necessary for additional transfer charges to apply, depending on the arrangements to be made.**
- **For any nights spent in a Hotel, or similar alternative accommodation, the rates will depend on the rates available to Twin at the time, and will be calculated on an individual basis.**

We would like to emphasise, again, that under European Law you may be entitled to recover these costs from your airline if you have booked the flights yourselves. In order to assist you in this process, Twin will provide you with an invoice of the additional costs incurred as a result of the delay, and will also send a cover letter explaining that these costs were incurred directly as a result of the delay. Twin is unable to recover costs on your behalf because Twin is not a party to the contract between yourselves and the airline. This is why you must pay Twin and then attempt to recover your costs from the airline by yourself.

The contents of this document are not intended to constitute legal advice. This is merely the opinion of Twin. Twin advises you to contact your airlines and agents and to obtain your own legal advice if necessary.

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