

ANNEX 5 TECHNICAL SPECIFICATIONS

1.1 Detailed characteristics of the purchase

A. Type of school trips requested:

The six lots concerns the organisation of different kinds of school trips for the pupils of the European Schools.

The tender is divided in 6 lots:

- Lot 1: Schools of Brussels and the school of Mol (BE)
- Lot 2: School of Bergen (NL)
- Lot 3: Schools of Germany
- Lot 4: School of Italy
- Lot 5: School of Spain
- Lot 6: Schools of Luxemburg

These different kinds of school trips are as follows:

- Snow trips,
- Sea trips,
- Nature trips
- Organisation of à la carte trips

Lot n°1 concerns the organisation of a school trips for +- 35.759,00 pupils and the estimated amount of this lot is 13.437.830,00 EUR over 4 years.

Lot n°2 concerns the organisation of a school trips for +- 250 pupils and the estimated amount of this lot is 450.000,00 EUR over 4 years.

Lot n°3 concerns the organisation of a school trips for +- 15.468,00 pupils and the estimated amount of this lot is 3.456.400,00 EUR over 4 years.

Lot n°4 concerns the organisation of a school trips for +- 1.000,00 pupils and the estimated amount of this lot is 450.000,00 EUR over 4 years.

Lot n°5 concerns the organisation of a school trips for +- 1.800,00 pupils and the estimated amount of this lot is 722.034,00 EUR over 4 years.

Lot n°6 concerns the organisation of a school trips for +- 11.118,00 pupils and the estimated amount of this lot is 5.074.000,00 EUR over 4 years.

Snow trips, Sea trips, Nature trips are said to be "turnkey". Therefore, the services to be provided and paid for by the Contractor include in particular the following services:

- accommodation;
- catering; and
- educational supervision, i.e. regulatory and specific supervision
- the organisation of activities and visits according to the required educational theme;
- Transport to the place of accommodation and on site for educational outings and activities, if applicable.

A la carte trips will be organised differently from the Snow trips, Sea trips, Nature trips and will include transportation and accommodation but could also include on demand educational supervision and transportation while on stay.

Point 1.2 will explain the common rules to all kind of trips. Point 1.3 will then contain rules for Snow trips, Sea trips, and Nature trips.

B. Definitions:

Contractor: Travel agency

Host centre: Accommodation centre

Contracting authority: European Schools

1.2. General conditions of execution for all trips

a General characteristic of the service to be provided

The services covered by the contract include all the services normally offered by a travel agency in connection with school trips. The contractor must comply with the following minimum requirements

that are considered essential for the proper completion of the contract and the required quality of service. The requirements for one type of service apply mutatis mutandis to the other types of service (airplane, accommodation, train, etc.).

Any offer that does not meet the minimum requirements will be excluded.

The European Schools expects to receive a client-oriented approach.

Dedicated e-mail address/list of contacts will be established by the contractor and regularly checked for new requests from the Contracting Authority.

All communication between the School and the Contractor will preferably take place by e-mail. If the exchange took place by telephone, a written confirmation will be sent by the travel agency.

The Contractor should grant to the Contracting Authority the corporate fares agreed with operators. The Contractor should protect the Contracting Authority's agreements by issuing/ booking the corporate fare agreement tickets/ accommodation exclusively for orders made to the benefit of the Contracting Authority.

The Contractor is **expected to initiate, facilitate and negotiate additional agreements with the airlines/ carriers/ hotels/ operator** for establishing the best possible discount rates for the Contracting Authority. The Contractor shall advise the Contracting Authority of market practices and trends that could result in further savings for them, including the use of travel booking tools with automated travel policy compliance and enforcement.

Quotation of prices for the products (flight/ train/ bus/ ferry/ boat tickets, accommodation booking, visa services, etc.):

The Contractor is expected to make quotation to the Contracting Authority for the corresponding product at the best available market price, using different booking tools (e.g. online booking engines, official websites of the operators, etc.).

The Contracting Authority has the right to verify at any time that the offered price is the cheapest available in the market by using different booking tools (e.g. online booking engines, official web-sites of the operators, etc.).

The contracting authority still reserves the right to order travel services directly from the providers of the services (airline/carrier/hotel/etc) or other sub providers in case the travel agency is unable to provide the requested service.

b Price

The tenderer shall submit a price per pupil for the organisation of a stay in accordance with the description of the corresponding lot and in compliance with these specifications.

The price of the stay will be calculated by multiplying the number of children who actually took part in the stay by the price per pupil.

The price per pupil includes the price of the teachers' stay and travel.

The prices shall be deemed to include the entire service, if necessary all taxes (VAT application or exemption is subject to national legislation and is different in each Member State) or other charges that must be paid on the services and all costs relating to all services under the contract.

The Contractor shall be deemed to have assessed and valued the services to be provided and the resources used to provide them in full. He shall not be entitled to claim any additional costs or to plead inadequate valuation. The Contractor shall bear all the consequences of his intervention as soon as it begins.

c General requirements to be met by the travel agency

Throughout the period of validity of the contract, the travel agency must demonstrate its ability to satisfactorily meet the needs of the contracting authority as regards school trips travel, including the assistance service, in the following areas:

- a) Accessibility by telephone or e-mail, according to the choice of the school.
- b) Providing a professional, high-quality service and delivering the best possible solution;
- c) Delivering a competitive service which takes into account globalization and reduces the cost to the contracting authority, for example by consistently best value for money alternatives (if available) or other web-based offers;
- d) Providing consistently high-quality service and efficiency, and assimilation of developments in the business travel sector;
- e) Reactivity to the requirements of the contracting authority, proactive and customerservice-oriented attitude to Schools and representatives of the contracting authority;
- f) Simplifying and reducing the administrative tasks of the contracting authority.

g) Supporting the contracting authority and persons going on school trips by providing high-quality service and the best rates, advising travelers and taking a coordinated approach in cases where several schools are going on school trips to the same destination.

- **Availability of the service**

The services described in the contract must be carried out by the travel agency preferably between 09:00 and 18:00 from Monday to Friday (normal working days of the contracting authority).

The travel agency must have a hotline service 24/7 for urgent requests falling outside normal working hours, in case of emergency or problems during the school trip.

For urgent requests, the Travel agency shall respond within 90 minutes from the time of receiving the request from the Contracting Authority if the request is sent from Monday to Friday between 09:00 and 18:00, and within 120 minutes from the time receiving the request if it is done in other day/time.

The staff dedicated to the service will have the appropriate knowledge of the languages of the corresponding lot (written and oral).

- **Regulatory framework.**

Everyone involved in the process of organizing school is under an obligation to act in good faith vis-à-vis the Contracting Authority. In particular, they must take account of all the following factors when deciding on the arrangements for the school trip:

- Optimum cost efficiency and the principle of sound financial management,
- The duty of care,
- Absence of conflict of interest,
- Upholding the Contracting Authority's reputation.

- **General organisation principles of the contracting authority**

The services will be provided by the travel agency while taking into account of the general organisation principles of the contracting authority on the type of means of transportation and possible ceilings for trips. The travel agency will comply with rules or instructions, which may change during the implementation of the FWC.

These general organisation principles governing means of transportation entails for example:

- As a general rule, the travel agency will either provide bus tickets or rail tickets where the outward journey does not exceed 400 km (800-km round trip) and does not include a sea crossing that can only be made by boat. The choice between bus tickets and train tickets will be made by the schools. In all other cases, or if the persons going on a school trip is authorized to travel by air, the travel agency will supply the necessary air tickets.
- Persons going on a school trip are authorized to travel by air if the outward and return journeys by rail or bus would total at least 800 kilometers. Air travel is permitted for shorter distances when justified on grounds of cost-efficiency.
- Particular attention will be paid to stays that can take place in an environment not too far away (less than 300 km) from the school in order to reduce transport time when the main activity lends itself to this.
- Transport will preferably be by day and by train or bus if the train journey is complex (number of changes, etc.).

These internal rules governing ceilings can be found in the document “annex ceilings”

The ceilings indicated in the annex will have to be confirmed by the Schools once the Schools made the order.

The ceilings include, depending on the lot, the VAT. The ceilings in lots for the Schools of Bergen (Lot 2) and Varese (Lot 4) are without VAT. For the others Schools (Lot 1, Lot 3, Lot 5, Lot 6) , the ceilings include VAT.

If the maximum ceiling of the lot is exceeded, the amount will not be reimbursed unless it has been explicitly authorized by the contracting authority.

- ***Other requirements***

The travel agency services covered by these specifications must be provided in strict compliance with the national legislation of the country where the tasks are performed.

d. Preparation of the journey and information

The travel agency will provide the Schools with all the information required for their travel, such as timetables, availability, airlines (including low-cost airlines), available fares, conditions of use of tickets and fare conditions.

This service will be organized as follows:

- (1) The travel agency must provide with all relevant information concerning the organization of their travel, including timetables, formalities, prices, need of visa, etc. This information will be provided by e-mail clearly indicating the services and the price;
- (2) The travel agency must confirm final reservations and the corresponding prices to the Schools, sending all the information relating to the reservation, including details of the itinerary and the conditions of use of tickets, by any written means of communication;
- (3) At the request of teachers/trip's organizer and/or the contracting authority, the travel agency must provide details of public transport (including courtesy buses organized by hotels) between the airport/station and the city center.

Upon completion of each transaction, the travel agency will clearly state the total price to be invoiced for the service, if appropriate providing a detailed price breakdown.

- **Confirmation and validation**

For the confirmation of the reservation, the travel agency will require from the Director of the School requesting the services, an acceptance by e-mail.

The confirmation of the reservation will be done using the appropriate means. This shall be signed only by a duly appointed person of the Contracting Authority.

- **Tickets and related services**

The travel agency will deliver tickets and provide related services in good time, together with accommodation, and other transport confirmations.

The travel agency will provide all tickets, accommodation reservations and other related services requested by the contracting authority.

The travel agency will automatically propose for each journey, the solution that corresponds most closely to the interests of the contracting authority, especially in financial terms, taking account of travel costs, accommodation expenses and the number of persons travelling to the same destination. It will automatically apply the lowest rates available on the market at the time of the reservation, in accordance with the internal rules of the contracting authority.

The travel agency will ensure that it issues, as a matter of course, the cheapest tickets available on the market at the time the order is placed that meet the requirements of the Schools, unless the contracting authority expressly requests otherwise.

The travel agency will ensure that the contracting authority always receive the best available rates and will therefore enable them to take full advantage of special offers or preferential rates and will immediately notify the contracting authority of such arrangements.

For environmental and cost reasons, preference will be given as far as possible to tickets issued electronically (e-tickets). If it is not possible to issue e-tickets, the travel agency may use any other medium or means of delivery.

The travel agency will do everything necessary to protect the interests of the contracting authority if bookings have to be cancelled or changed. Additional costs arising out of negligence directly attributable to the travel agency will be borne by the latter.

- Planning and deadlines

Step	Who	When
Submission of the application and definition of the main needs. The agency will provide a template to be filled.	European School	4 months in advance
Acknowledgement of receipt of the application	Travel agency	3 working days
Initial project Submission of the project	Travel agency	20 working days
Project study (based on the first step) Analysis of the initial project and comments	European School	10 working days
Project discussion meeting To be organised at the School's request: The Travel agency and the School's educational contact person meet to discuss the details of the trip.	Travel agency + European School	D – 3 months
Estimated number of participants	European School	D - 2 months

Announcement of the expected number of participants and the number of classes.		
First purchase order and first invoice The School shall issue a first purchase order for the stay. The agency must confirm the order within 5 days. A first payment of 50% of the sum will be executed upon reception of a first invoice	European School	D - 2 months
Presentation meeting with teachers To be organised at the School's request: The travel agency and the School's educational contact will give a presentation of the trip to the teaching staff who will be accompanying the pupils. The Contractor shall provide all the documents or media necessary for the presentation of the trip(s), in order to work on and adapt its programme proposals with the teachers' educational project. A Power Point presentation is required.	Travel agency + European School	D – 2 months
Information file on the stay The Contractor shall provide the School with a complete "holiday information pack". The Contractor shall in particular provide precise information on departure and return and the telephone number of the centre where the children will be accommodated. Any change in departure or return times must be communicated by telephone and simultaneously confirmed by e-mail. He also provides another information pack for the parents.	Travel agency	D – 1 months
Presentation meeting for parents To be organised at the School's request: A public presentation meeting will be held by the Contractor for each stay. The families of the participating children will be invited to attend this meeting. The Contractor will ensure that the presentation is enhanced by any support that he/she deems useful (photo or video support and documentation). A Power Point presentation is required.	Travel agency + European School	D– 1 months
Supervision Transmission of the list of names of the supervisors, CVs and diplomas of the entire supervisory team. On request, the Contractor will provide a copy of the diplomas.	Travel agency	D- 1 month
Final enrolment Announcement of the final number of pupils: exact number of classes, pupils, accompanying persons.	European School	D – 1 months

Second purchase order and second invoice The School shall issue a second purchase order for the stay and a second payment of 50% of the sum will be executed upon reception of a second invoice	European School	D – 1 months
Food allergies Transmission of information on participants with food allergies	European School	D – 1 months
Insurance Transmission of proof of insurance for the stay	Travel agency	D – 15 working days
Catering Transmission of the menus for the stay	Travel agency	D – 15 working days
Tickets	Travel agency	D-5 working days taking into account national holydays
Satisfaction Survey	European School	15 working days after the end of the stay

- Compliance with deadlines

In the event of non-transmission of a major compulsory document within the time limits indicated above, the trip may be cancelled without the Travel agency being entitled to claim any compensation.

An extension of the deadline may be granted if the Travel agency is unable to meet the deadline due to the School or to an event of force majeure.

- Period of the stays

The trips will be organised in the following periods:

- Snow class: from December to March
- Sea class: from May to June
- Nature class: from March to June.
- A la carte trips: All year

The Travel agency and the School shall consult each other to fix the dates of the trips at least 4 months in advance.

The Travel agency shall ensure that classes do not depart on the days when school resumes (e.g. Monday) immediately after the various school holidays, but at least on the day after school starts (e.g. Tuesday).

The location of the stays and the various structural and entertainment facilities must be adapted to the type of trip requested. The proximity of the proposed centre to the place of activities will be privileged.

- Programme of the stay

The Travel agency shall produce a programme for the stay drawn up in collaboration with the teachers.

Each stay must meet the specific conditions set out below and the educational projects that will be drawn up with the teachers.

Particular attention will be paid to stays that can take place in an environment not too far away (less than 300 km) from the school in order to reduce transport time when the main activity lends itself to this.

In the event of major difficulties in maintaining the initial programme of the stay (bad weather conditions, lack of snow, etc.) and assuming that these difficulties are not so serious as to require the interruption of the stay, the Contractor shall ensure that alternative activities are organised as quickly as possible until the situation returns to normal or until the end of the stay if the conditions encountered so require. In anticipation of such a case, the Contractor shall, in advance, with its initial proposition, propose a programme of activities other than the one initially planned, in the event that it cannot take place.

- Number of participants

The number of participants may vary between the initial request and the start of the trip.

The School will announce a theoretical number of participants at the time of the initial request. The estimated number of participants will be announced 2 months before the start of the trip. The School will also advise the Contractor of the usual withdrawal rate. The final number of participants will be announced 1 month before the start of the trip.

No compensation will be paid for any reduction between the forecast and final numbers.

The deposit that would have been paid at the time of the first payment would be reimbursed if the student, the teacher or the accompanying person was not included in the final numbers.

An increase in the number of participants is subject to the approval of the Travel agency, depending on the remaining capacity of the host centre.

- Accompanying school staff

There is usually one teacher accompanying each class but this number could be different. Most accompanying school staff do not pay for their stay. In this case, all costs relating to these people are to be added from the price paid per pupil.

It is also possible that some accompanying school staff pay for their trip. In this case a specific cost will be established, taking into account the real cost for these accompanying persons.

The numbers of each type of accompanying person will be specified by the School when the provisional and final enrolments are announced.

e. Transport

Transport is organised by the travel agency. Each service shall be provided with a suitable means of transport. Transport shall be carried out in accordance with the regulations in force.

The travel agency shall offer the most suitable transport taking into account security and environmental impact (bus, train, plane or boat) for the place of stay and the age group of the children to the reception centre, including luggage.

Transport will preferably be by day, and by train or bus if the train journey is complex (number of changes, etc.) or if the number of kilometres separating the School from the reception centre does not exceed 300 km.

Transport by bus may be organised in case of absolute necessity (strike, ...).

- Pick up and drop off

The departure and return of the stays will take place at the School's site.

The transport service includes the pick-up of children from the School to the place of stay, and vice versa, by bus, train, plane or boat, as well as the transport necessary for the activities on site, during the stay (except for a la carte trips, where this service is provided at the request of the school).

- Bus transport

For bus journeys, the service includes:

- the assignment of two drivers per vehicle from the school for the entire duration of night-time transfers and when required by regulations for daytime transport;
- for journeys of more than 7 hours excluding breaks, night transport may be offered;
- drivers' meals and accommodation;
- any immobilisation costs;
- tolls of any kind, including motorway tolls.
- Snow chains if necessary

It is specified that the vehicles must use the motorway network as much as possible.

When transfers are carried out by bus, the services must include the provision of large passenger vehicles, all equipped with safety belts. Busses must be equipped with an air conditioning system, toilets, as well as an efficient multi-screen video broadcasting system. A selection of recent films suitable for children will be available.

All buses must comply with national legislation on the transport of children.

Bus drivers will be required to present a certificate of good conduct towards children.

The driver is responsible for the vehicle and the persons transported, excluding responsibility for discipline, the behaviour of the children, respect for the equipment and the wearing of seatbelts.

- Other means of transport

If there is more than one means of transport, the Contractor will provide each necessary transfer and handling of luggage on the outward and return journeys.

Transport between the School and the host centre is organised by the Travel agency, including the transfer to and from the School to the departure station in the case of transport by train or the departure airport in the case of transport by air.

- Luggage

The travel agency will provide luggage tags for children and accompanying adults. They will be handed over at the parents' briefing.

The transport and handling of luggage should not be carried out by the children or the teachers, it will be provided by the travel agency, unless otherwise requested by the school.

Similarly, the transport and handling of the educational trunks (1 to 2 trunks per class) will be carried out by the travel agency door to door (School/Stay/School). The travel agency shall ensure that the trunks are delivered to the place of stay at the latest at the same time as the arrival of the group.

If a maximum weight per bag is applied, the agency will notify the schools in due time.

If necessary and if required by the school, a dedicated mean of transportation for the luggage will be provided by the travel agency and the cost of these services must be included in the price per student.

f. Accommodation

Each service will be provided with suitable, quality accommodation.

Ideally, the accommodation will be in a specialised reception centre with the capacity to receive all the students and accompanying persons.

For a la carte trips, the accommodation will ideally take place in a hotel or youth hostel.

In the case of large groups, the travel agency is authorised to offer several accommodation centres in close proximity to each other by proposing a solution adapted to supervision problems and which will require the prior agreement of the school to be applied.

- **Equipment**

The premises will be in a very good state of maintenance and normal use. They will include at least:

- a dining room and the usual equipment necessary for the proper functioning;
- children's rooms (separate rooms for boys and for girls);
- individual rooms with sanitary facilities (sink, WC and shower) for adults;
- one room per class for the duration of the stay
- sanitary facilities (showers, washbasins and toilets, in sufficient number)
- an equipped infirmary;
- activity and games rooms.

The rooms must be made available to the children on their arrival with the individual beds made.

For the duration of the stay, the children will have the use of the premises, the land constituting the property, the equipment, the furniture and the various installations and fittings.

- **Safety**

At the beginning of the course, teachers and supervisors will be asked to carry out a reconnaissance of the buildings with a representative of the reception centre, so that the measures to be taken in the event of a fire can be explained to them. Teachers will identify emergency routes and show these to the children.

- Costs

All management and administration costs of the accommodation place, as well as the general services of heating, water, gas and electricity shall be included in the price offered.

- Collective catering

The collective catering will be prepared on site. The host centre will favour short circuits and organic food. It shall introduce a proportion of organic food in the daily menus that may not be less than two components per meal.

The catering will include all meals and drinks between the time of arrival at the centre and the time of departure, and for example:

- breakfast;
- lunch (picnic for day trips)
- snack;
- dinner;
- a snack and/or a meal if the journey takes place during a meal time;
- an evening snack for teaching and supervisory staff.

For all arrivals at the reception centre between 2 p.m. and 6 p.m., a welcome snack will be served at the centre.

Each main meal consists of a starter (hors d'oeuvre or soup), a main protein dish (meat or fish), a vegetable side dish (consisting of a green vegetable dish every other day), a slow sugar dish, a dairy product (cheese, yoghurt, etc.), a dessert and drinks.

These meals shall be served in quantities appropriate to the age group being catered for.

The host centre undertakes to vary the menus as much as possible so that the food corresponds to the standards of a balanced diet.

Children suffering from food allergies and benefiting from an individualised reception project must be accommodated and the host centre must respect medical diets. Vegetarian dishes should also be available if requested.

Exceptionally, on the day of arrival and depending on bus or train schedules, families may be asked to prepare a packed lunch for the journey.

- Linen and laundry

Sheets, pillowcases and duvets are provided by the accommodation place.

The host centre is obliged to change the sheets halfway through the stay for stays of more than 8 nights. Change of sheets and washing of soiled items will be carried out if necessary.

The host centre shall provide laundry for the participants' small linen at least once during the stay for stays of 6 days or more.

- Visits outside and during the stay by the Contracting Authority

After agreement of the initial school trip project, the Contracting Authority reserves the right to visit the premises and the environment where the activities will take place.

g. Liability for property damage

The school has a civil liability insurance policy.

The School, and therefore the teachers, remain responsible for the discipline of the students.

If one of the School's supervisors notices any damage caused during the stay, he/she must inform the Host's manager.

Any material damage will be the subject of a detailed and contradictory report on the spot and, if necessary, the amount may be charged to the School, which may recover it from the pupil concerned or from the school insurance.

h. Accidents, medical expenses and other expenses

An infirmary will be provided within the reception centre for the care and possible isolation of a minor decided by the authorities. A basic first-aid kit with its contents shall be provided in the reception centre. A complete first aid kit will be available to the team during the trip (one kit per vehicle in case of several vehicles).

If requested by the school, the services of a nurse must be provided during the stay and the cost of these services must be included in the price per student.

i. Insurance

DEDUCTIBLE:

none, unless:

EUR 60 deductible for ambulatory costs.

EUR 125 for luggage

EUR 125 for third party liability

Here below are some minimum expectations we have towards our travel insurance:

1. DEATH AFTER ACCIDENT

Guarantee If the INSURED dies, within two years following the covered ACCIDENT, from effects exclusively linked to the aforementioned ACCIDENT, the amount referred to in the Conditions hereunder will be paid to the beneficiaries. The death of the INSURED in a road traffic ACCIDENT as a result of a cardiac arrest, a heart attack, or a ruptured aorta is considered as a covered injury.

2. PERMANENT INVALIDITY AFTER ACCIDENT

Guarantee When the INSURED is the victim of a covered ACCIDENT and it is medically established that he/she has become a permanent invalid, the INSURER pays the capital calculated on the basis of the amount laid down in the Conditions hereunder multiplied by the degree of invalidity.

3. MEDICAL COSTS

Guarantee Within the limits of the amount INSURED mentioned in the Conditions hereunder, the INSURER guarantees the reimbursement of the financial outlay incurred abroad to pay for the necessary medical care and local medical transport following the sudden occurrence of an ILLNESS or an ACCIDENT affecting the INSURED ABROAD, as well as the **after-care** provided in the home country and/or in the usual place of residence of the INSURED up to a maximum of **365 calendar days** following return or repatriation and insofar as the treatment began ABROAD.

The indemnities paid by the INSURER are exclusively in addition to the reimbursements guaranteed the INSURED by social security or the compulsory legal insurance.

4. LUGGAGE

The INSURER compensates LUGGAGE up to the amount mentioned in the Conditions hereunder in the following circumstances:

- Loss, damage or theft of checked LUGGAGE entrusted to a carrier within the framework of a transport contract after the compensation contractually due from the said carrier has been paid.
- Theft of LUGGAGE from a locked premises or place of residence, on condition that there are visible signs of breaking and entering that the said break-in is mentioned in the report issued by the local authorities that can be presented to the INSURER.
- Theft of LUGGAGE in combination with an act of physical violence sustained by the INSURED which is mentioned in a report issued by the local authorities that can be presented to the INSURER.
- Theft of LUGGAGE from a locked vehicle and invisible from the outside, on condition that there are visible signs of breaking and entering and that said break-in is mentioned in a report issued by the local authorities that can be presented to the INSURER.
- Loss, damage or theft of LUGGAGE following emergency medical transport of the INSURED following a covered injury.
- Damage, loss or theft of LUGGAGE following a road traffic ACCIDENT, with or without PHYSICAL INJURY, or following a natural catastrophe.

Basis for the indemnification of luggage

- Assessment of the value of the goods:
 - Damage during the first year following the purchase: 75% of net purchase price.
 - Damage during the second year following the purchase: 65% of net purchase price.
 - Damage starting from the third year following the purchase: 55% of net purchase price.
 - PRECIOUS OBJECTS and accessories: 50% (fifty percent) of the net purchase value.
- Assessment of the indemnity in the event of damage: the cost of the repair, non-recoverable VAT included, limited to the actual value of the damaged luggage.
- In the event of loss or theft: the actual value increased by the non-recoverable VAT.
- Theft of money, cheques, credit cards, plane tickets and vouchers: up to a maximum of € 1.500 per insured person and € 3.000 per travel event.

5. DELAYED LUGGAGE

The INSURER will reimburse, up to the maximum amount mentioned in the Conditions hereunder, and after presentation of written proof and receipts, urgent replacement and essential purchases

providing that the registered LUGGAGE, entrusted to the carrier within the framework of a transport contract, is made available to the INSURED after a delay exceeding 24 hours.

6. TRAVEL DELAYS

If the departure of the ship, the aircraft or the train booked for an INSURED in order to travel to his/her planned destination at the outward or the return journey of a TRIP is delayed due to a strike, industrial action, adverse weather conditions or mechanical breakdown to the means of transportation, the INSURER shall pay the POLICYHOLDER or the INSURED the amount stipulated in the Schedule per hour in excess of 4 hours of delay, up to the maximum amount stipulated in the Schedule.

7. EXTENDED STAY AFTER TERRORISM AND/OR NATURAL DISASTER

If the INSURED cannot depart or continue his/her pre-booked and planned TRIP ABROAD on the scheduled date, the INSURER shall cover additional accommodation costs and travel expenses and/or the additional costs for changing his/her means of public transportation, incurred as the result of:

- an act of internationally recognized terrorism or the direct results thereof, or
- a natural disaster or the direct results thereof

8. THIRD PARTY LIABILITY

The INSURER guarantees the INSURED up to the maximum amounts specified in the Conditions hereunder against the financial consequences of the third party liability which could be his/hers according to the law in force or the local jurisprudence as a result of the PHYSICAL INJURIES and/or MATERIAL DAMAGE caused to a THIRD PARTY during the trips.

In addition, even beyond the limits of coverage, the Insurer will pay the costs incurred in connection with civil actions and the fees and expenses of attorneys and experts, but only to the extent that such costs are incurred by the Insurer or with its consent.

If a court requires an INSURED person to be present at the court in connection with an insured event, the Insurer shall reimburse the additional reasonable and necessary travel and accommodation expenses incurred by the INSURED PERSON in attending the court proceedings up to the insured amount in the schedule with sublimits.

9. ASSISTANCE / SERVICES

9.1. Direct billing

In as far as possible ASSISTANCE CENTER shall pay hospital bills directly.

9.2. Transportation to a HOSPITAL

ASSISTANCE CENTER shall organise transportation to a more suitable or better equipped HOSPITAL and manage said transportation at the expense of the INSURER.

9.3. Medical repatriation

If an INSURED suffers from PHYSICAL INJURY due to an ACCIDENT or becomes ill the INSURER shall cover all repatriation costs which are reasonably and necessarily incurred as a direct result.

9.4. Repatriation to the place of domicile

ASSISTANCE CENTER shall organise the repatriation of an INSURED who is capable of leaving the HOSPITAL for his/her place of domicile.

9.5. Additional accommodation expenses

If the INSURED cannot be repatriated and his/her condition does not require further hospitalisation, and his/her intended stay ABROAD has ended, the INSURER shall cover the additional accommodation expenses.

9.6. Visit to an ill or hospitalised INSURED ABROAD

If the medical condition of the INSURED does not allow repatriation, ASSISTANCE CENTER shall arrange that a person can visit him/her after consultation of the INSURED and/or his/her attending MEDICAL PRACTITIONER.

9.7. Search and rescue expenses

If the INSURED is immobilised as a result of PHYSICAL INJURY or ILLNESS, the INSURER shall cover the documented rescue and/or tracing costs by official civilian and police rescue teams

9.8. Repatriation of remains and transportation of BAGGAGE upon death

ASSISTANCE CENTER shall organise the repatriation of the remains of the INSURED to the COUNTRY OF RESIDENCE and manage this repatriation at the expense of the INSURER, including necessary post-mortem treatments, coffin, embalming and customs expenses. The

INSURER shall also cover the cost of transporting the BAGGAGE of the INSURED to the COUNTRY OF RESIDENCE.

9.9. Early return

In the case of unforeseen HOSPITALISATION of a RELATIVE for more than 48 hours, which takes effect during the stay of the INSURED abroad, ASSISTANCE CENTER shall organise and pay for the return of the INSURED to the COUNTRY OF RESIDENCE.

In the event of the death of a RELATIVE during the stay of the INSURED abroad, ASSISTANCE CENTER shall organise and pay for the return of the INSURED to the COUNTRY OF RESIDENCE

9.10 Emergency Medical supplies

If the INSURED has no access to medication, blood or medical equipment necessary for a treatment, or if a prosthesis, glasses or contact lenses are lost, broken or stolen AND if these are unavailable locally, ASSISTANCE CENTER shall locate and send them. The INSURER shall only pay for the forwarding charges.

9.11. Cash advances

In emergency situations ASSISTANCE CENTER shall help replace cash money that was lost or stolen ABROAD. All cash advances shall either be deducted from future payments made under this policy or be subsequently reimbursed to the INSURER by the INSURED.

9.13. Additional services

At the request of the INSURED, in an emergency situation ASSISTANCE CENTER shall take care of:

- forwarding messages to family and business associates;
- help with the replacement of lost or stolen vouchers, passports, visa and travel documents;
- help with the tracing of lost BAGGAGE.

9.14 Legal Aid Traffic Abroad

If charges have been pressed against the INSURED due to a traffic ACCIDENT, the INSURER will bear the costs of a lawyer to the maximum amount as set out in the Special Conditions.

➤ **TRIP CANCELLATION AND INTERRUPTION**

If an INSURED PERSON has to cancel a SCHOOL TRIP before the date of DEPARTURE, the Insurer will reimburse non-refundable deposits and prepayments for the travel ticket or the trip up to the maximum INSURED CAPITAL for Trip cancellation as stated in the PARTICULAR CONDITIONS which have been paid or payable under a contract and cannot be recovered elsewhere if the cancellation is due to:

1	DEATH, ACCIDENT or serious ILLNESS of the INSURED, his/her PARTNER, a next of kin or relative up to in the second degree and/or the person living together with the INSURED at the same place of residence or who is in his/her custody or who is supported by him/her.
2	Termination of the employment contract concluded for an indefinite period of time of the INSURED by his/her employer within 30 calendar days before the departure date.
3	Considerable material damage to immovable goods that are owned by the INSURED as a result of fire, explosion, falling aircrafts or meteors or parts thereof, forces of nature or malice by THIRD PARTIES insofar as this damage occurs within a period of time of 30 calendar days before the departure date.
4	Compulsory presence of the INSURED as a witness or jury member at a Court insofar as the INSURED was unaware of such proceedings at the registration date.
5	Compulsory presence of the INSURED as a student to resit an exam during the planned stay.
6	Delay at the moment of embarkation, scheduled in the travel contract, during departure or during part of the journey between two places, as a result of immobilisation of more than one hour due to a traffic ACCIDENT or force majeure during the journey to the place of embarkation.
7	Other unforeseen circumstances beyond the control of the policy holder and/or Insured and/or insured schools, that are not explicitly excluded in the general conditions of the Insurer.

Basis of indemnification

- Cancellation: before the commencement of the travel contract: 100% of the contractually payable cancellation costs.
- Interruption of the journey: the non-recoverable part of the paid cost of the journey, the proportional part of the travel days not enjoyed.
- In case the travel contract only applies to transport: the unused part of the paid transport costs.

Clauses

- The Insurer agree not to cancel the insurance contract after the occurrence of a damage.

- Aviation risk: the insurance covers the use as a passenger of any airplane or helicopter duly authorised for the transport of persons, insofar as the INSURED is not part of the crew or does exercise any professional activity or other during the flight relating to the aircraft or the flight itself.

- Coverage is including the fact that the government of his/her COUNTRY OF RESIDENCE issues a warning or advisory in which all but the most essential journeys to the destination concerned are advised against (or similar advice), and this warning or advice was not already issued before the booking of the trip.

➤ **OVERVIEW OF EXPECTED INSURED (SUB)LIMITS:**

	Sublimits: maximum insured capital
Repatriation of the sick or injured person (1)	Covered
Repatriation of other insured persons in case they cannot continue their trip (illness/bodily injury, death)	Covered
Repatriation of remains and transportation of baggage upon death	EUR 1.500
Search and rescue costs	EUR 15.000 per person and claim

Trip of a family member from the home country to the hospitalised insured person abroad	EUR 500 + accommodation up to EUR 250.
Accidental death	EUR 50.000 pp
Permanent invalidity (not being in the event of Accident at Work)	EUR 100.000 pp
THIRD PARTY LIABILITY	General annual aggregate policy limit of EUR 5.000.000 for all insured schools together
- Material damage	EUR 125.000 pp and per claim
- Bodily injury	EUR 125.000 pp and per claim
Attendance at the court of an Insured	Real expenses up to EUR 5.000 per claim.
Funeral costs related to an insured accident	EUR 5.000 pp. including the coffin & funeral service
Early return journey in the event of death/hospitalisation of a direct family member in the home country (place of residence) or in case of serious damage to the home.	Covered
Medical, surgical, pharmaceutical and hospital costs abroad (2)	EUR 750.000 per person and per claim. EUR 1.250 pp and EUR 25.000 per travel for outpatient medical costs.
After care for injury or illness in the home country during max. 365 days	EUR 25.000 pp
Natural disasters: repatriation	Covered
Extended medical stay abroad (due to medical reasons)	Maximum 8 days, EUR 65/day/pp.

Urgent and/or accidental dental care abroad	EUR 1.500 pp and per travel with a maximum per tooth of EUR 375. Urgent dental care (pain relief) is limited to EUR 500 per event.
Assistance	Real expenses
Transport costs of urgent medicines	Covered
Transport costs of spectacles (glasses)	Covered
Advance of bail and lawyers' fees	EUR 25.000 for bail. EUR 1.250 for lawyers.
Advance of money (emergency situation after accident or theft)	EUR 2.500 pp and per travel
Damage, loss, or theft of luggage (in first risk)	EUR 2.500 pp. and EUR 7.500 per travel including up to EUR 250 pp for emergency purchases.
Delay of luggage exceeding 24h	EUR 350 pp and EUR 1.250 per travel (emergency purchase)
Travel delays of more than 6 hours, as from 7th hour	EUR 25/h pp
Extended stay after terrorism or natural disaster Additional costs for changing means of public transportation caused by terrorism or natural disasters	EUR 500 pp
Legal Aid Traffic Accident abroad	EUR 2.500 pp and per travel
Trip cancellation & interruption	Cancellation: EUR 10.000 per travel trip Interruption: EUR 10.000 per travel trip

(1) Repatriation is including Travel costs to continue the journey.

Insurers will bear the following costs:

o the return of the repatriated insured to his place of destination, provided that this return occurs during the month following the repatriation; or

o the transport costs to the place of destination of his/her professional replacement, provided that this displacement is professionally necessary and that it takes place during the fifteen days following the repatriation of the insured; the relocation of the substitute is made by train (first class) or by aeroplane (tourist class).

(2) Medical costs are including:

- The reimbursement of the medical expenses within the framework of the follow-up in the home country up to one year after the accident and up to a maximum amount of EUR 1.500 (after indemnification by mutuality/social security), taxes included. This cover is granted on the condition that the insured has already consulted a doctor abroad and has already incurred medical expenses abroad.
- The local transportation costs abroad to a nearby doctor or hospital in order to receive first aid.
- Local transport abroad per ambulance on doctor's prescription.

➤ **REQUIRED EXTENSIONS RELATED TO MEDICAL COSTS**

Cosmetic surgery within 730 days after the accident	EUR 10.000 per person per accident
Prosthesis made within within 730 days after the accident	EUR 10.000 per person per accident
Psychological Treatment	EUR 10.000 per person per accident
Wheelchair made within 365 days after the accident	EUR 10.000 per person per accident
Coma (in addition to medical costs)	Lump sum of EUR/day during 11 months
Psychological trauma as a result of becoming victim of SEXUAL VIOLENCE or a malicious ATTACK or witness to a murder, violent armed robbery or act of TERRORISM	EUR 200 per session of psychological treatment, max. EUR 5.000 pp

- ***Host centre insurance***

The host centre shall be liable for any damage of any kind that may occur during the performance of the Contract as a result of its staff, equipment or vehicles and shall therefore take out a professional indemnity insurance policy.

For each stay, the host centre shall take out insurance covering:

- the buildings, annexes and outbuildings that will receive the children;
- civil liability, which covers all activities and persons under its responsibility, as well as the supervisory and service staff, in the event of accidents or damage of any kind to persons or property that may occur during the performance of the contract, due to their staff or equipment. The guarantee shall be unlimited for personal injury.

The host centre shall provide a copy of the insurance policies valid for the year in question.

If the Centre uses any subcontractors, he undertakes to provide copies of their insurance policies.

j. Disciplinary repatriation

After consultation between the School and the host centre on the arrangements for the exclusion of a child, the School undertakes to advance all costs of repatriation, including any costs of looking after the children in the absence of the parents. These will be reimbursed directly by the family to the School.

If the decision to repatriate a child for disciplinary reasons has been taken, the School must inform the family of the day and time of the child's return.

k. Assistance to the contracting authority

- The travel agency is required to appoint a contact point and one back up (when representative is absent), fluent in the languages of the lot, whom the relevant departments of the contracting authority will contact to deal with any administrative and accounting problems that may arise during the performance of the contract. It is also required to send a representative of an appropriate level to the meeting called by the contracting authority;
- The travel agency will provide the Contracting authority and persons going on a school trip, with any topical information (in the style of a travel alert) that may have repercussions on the organization of the journey, even if it has already started, in accordance with arrangements to be agreed with the contracting authority before the contract comes into force.

l. Satisfaction Survey

15 working days after the end of each stay, if the contracting authority wishes so, the European School will send a satisfaction survey to the travel agency with the objective of optimizing cooperation and the quality of services. If some elements of a trip were not satisfactory (accommodation, transports, visits...), the School reserve the right to use other options (other accommodation, transports, visits, ...) the following year.

m. Obligation of confidentiality.

In addition to the articles relating to confidentiality in the contract, the travel agency and its entire staff must treat as strictly confidential any information which they may acquire in the performance of this contract.

This undertaking must be complied with after expiry of the contract.

n. Administrative management

The travel agency is required to document and securely store in its archives for five years the full history of each written service request, from the time the initial information is requested until the time the transaction is completed. At the request of the contracting authority, the travel agency must, without any remuneration, supply such detailed information.

At the request of the contracting authority, the travel agency must supply detailed analytical information on the services provided and invoiced.

In the light of the contracting authority's environmental protection policy, the travel agency may be asked, during the performance of the contract, to provide information on the environmental impact of travel and any improvements that have been made in connection with the implementation of the contract.

o. Financial arrangements.

The travel agency's remuneration for its services is to be solely and exclusively by transaction fee, i.e. a flat-rate unit price per completed transaction. The flat-rate unit price must include:

reservations, issuing of tickets, and changing or cancelling bookings for the following: airplane, train, bus, accommodation. The transaction fees cover the management fees for all the services requested from the travel agency. The unit prices cover all the costs (direct or indirect) related to the service provided, as well as all the prior information enabling the transaction to be carried out (e.g. requests for air fares by different routes or travel dates, etc.) and any other information that the contracting authority may request related to services that are to be provided, are being provided and have been provided, without limit.

Requests for information on fares, availability etc. that do not lead to a completed transaction are not to be invoiced to the contracting authority. Only completed transactions will result in remuneration.

In order to ensure that remuneration is transparent, the travel agency set a net price for reimbursing expenses directly linked to travel (such as tickets), the travel agency undertakes to pass on to the contracting authority any commission and discounts it obtains. The travel agency is required to inform the contracting authority of any changes to the conditions concerning this matter during the performance of the contract.

The tenderer undertakes to pass on any commissions to the contracting authority in accordance with the arrangements set out in point "p. Invoicing" hereunder.

p. Invoicing.

The actual services and their actual prices shall correspond to the declared standard and shall not to exceed their quoted prices provided by the Contractor.

The invoice should contain:

- Name of the class (for trips covering an entire level, a single invoice will be issued) and teachers.

- The reference provided at the moment of confirming the reservations.
- Short description: itinerary, hotel (accommodations) place and name, airport transfer, inner city transfer + dates
- Ticket cost: Cost per participant and number of participants
- Service fee.

If the invoice contains amount which are not due, the contracting authority will request a credit note from the travel agency.

Depending on the lot, prices must be free of all duties, taxes and dues.

VAT application or exemption is subject to national legislation and is different in each Member State.

The contracting authority will have access to all records, archives (regardless of the medium: electronic, magnetic, etc.), correspondence, receipts, invoices and other documents in the travel agency's possession or obtainable by it, connected with performance of the contract. This also applies to documents relating to commissions.

q. Penalties.

If, for reasons attributable to the travel agency and excluding "force majeure", it transpires that it has not provided the services in accordance with the requirements set out in the contract, the penalties listed below will apply and will be reimbursed by credit note if the contracting authority so requests.

The penalties set out below will be reimbursed in accordance with the invoicing system described under the point "p. Invoicing".

Penalties are due for the period in which, except in case of "force majeure", the travel agency is responsible since it has not shown due diligence in order to proactively take, if necessary, adequate preventive measures in order to ensure or to restore the required level of service as quickly as possible. In the event of a dispute between the contracting authority and the travel agency over the imposition of penalties, an attempt at conciliation will be made between the manager of the travel agency and a duly mandated representative of the contracting authority concerned.

The penalties provided for in this article shall in no way replace compensation for any damage that may be caused by the Contractor during the performance of the services.

The penalties set out below shall apply simply because the delay and/or failure is noted, without prior notice of default.

The following penalties are applicable:

- In the event of a delay in each of the deadlines set out in point “Planning and deadlines” of this document, the Contractor shall be subject to a flat-rate penalty of €50 per document and per calendar day of delay
- non-compliance with the deadlines set out in point “Availability of the service”, the Contractor shall be subject to a flat-rate penalty of €50 per calendar day of delay
- non-compliance with the program of activities as agreed with the teachers prior to the stay: 250 € depending on the activity in question;
- non-compliance with the requirements concerning visits to the structure before and during the discovery classes: €200;

1.3. General conditions for the execution of the services for Snow, Sea and Nature trips

- **Type of visit**

This kind of holidays organised are said to be "turnkey". Therefore, the services to be provided and paid for by the Contractor include in particular the following services:

- accommodation;
- catering; and
- educational supervision, i.e. regulatory and specific supervision

- the organisation of activities and visits according to the required educational theme;
- Transport to the place of accommodation and on site for educational outings and activities, if applicable.

The organisation of school trips will be done in compliance with the regulations in force at the place of stay.

- **Supervision of the trip**

For the entire duration of the stay, including the trip, the supervision will be provided by the host structure in strict compliance with the regulations in force concerning the number of supervisors and their qualifications, in accordance with local legislation.

The host structure will provide

1. Supervisory staff: a director and/or manager qualified in accordance with the regulations in force. He will be the Contractor's reference person at the reception centre.
2. The staff (cook, dishwasher, service staff, etc.) required for the smooth running of the stay will be provided by the centre.
3. The animation team: the number of qualified animators to be provided per class will be defined by the national legislation in force at the place of the stay. The activity animators will be present every day of the stay.
4. Specialised activity animators: the specific or sporting activities will be supervised by qualified specialised activity animators or qualified external contributors, in accordance with the regulations in force.
5. The health assistant: there will be as many qualified health assistants as required by the regulations in force.

The European Schools welcome students of many nationalities, so it is important that the animation team is able to speak at least one of the languages required for each specific lot. The school will specify in its application the number of students requiring an animator in each of the two languages mentioned in each lot.

For lot 6 the animation will be required to speak French, English and/or German.

The animators:

- help or supervise the children in the centre or on outings
- organise extra-curricular activities and evening entertainment;

- supervise the pupils in the evening and at night;
- supervise the children during daily tasks (getting up, washing, eating, etc.);

The host centre shall be responsible for the recruitment of the supervisory staff and the instructors.

For activities requiring specific diplomas, the Contractor will also provide photocopies of these diplomas.

For activities requiring the absence of a criminal record under the law where the school trip is organised, the contractor will provide the school with proof of such absence.

The team of supervisors is placed under the authority of the teacher responsible for the class. They must liaise with and assist the teacher before the class leaves.

The host centre shall ensure that its staff respect the educational and teaching objectives pursued.

The host centre shall provide the necessary staff for all activities during the stay.

The host centre, as the employer, remains solely responsible for the management and responsibility of his personnel throughout the services. The recruitment, salaries, social security contributions and pensions of the management, health and service personnel shall be borne by the host centre. The host centre's staff, as well as its subcontracted staff, shall in no way be assimilated to employees of the School.

- **Activities**

If requested by the School, the host centre will set up during the whole stay:

- specific activities linked to the teacher's project;
- traditional activities such as evening parties, small and large games, various sports, indoor and outdoor games, manual activities, various workshops, etc.
- various outings in line with the teacher's project and allowing the discovery of the environment such as walks, visits, excursions, etc.

The list of activities is not exhaustive. It is given as an indication and will be the subject of a detailed preliminary project completed or adapted with the teachers.

Visits, outings and other travel during the stay will be included in the price offered.

The host centre will provide all the material and equipment necessary for the activities, in particular protective equipment (knee pads, bombs, ski helmets, etc.) in strict compliance with the regulations in force.

A. SNOW CLASS - SPECIFIC CONDITIONS FOR THE EXECUTION OF THE SERVICES

The **main objective** of the trip is to learn and practice downhill skiing.

For this trip:

Ideally, the reception centre will be located close to the slopes (maximum 15 min. by bus)

The number of downhill skiing sessions will be a minimum of 5

The supply of technical equipment (ski boots, skis, poles, helmets, etc.) and lift passes is included

Activities requested: organisation of ski groups by trained instructors and activities related to the theme (e.g. visits to sites related to the theme (cable car, visit to the village, museum, farm, cheese factory, sawmill, etc.) and other typical sites in the region - introduction to ice sports, snowshoeing, dog sledding, downhill skiing and discovery of the jobs of ski patrol, introduction to the life of mountain animals in winter, etc.).

The dominant theme will be mainly sport, but this dominant subject may be modified.

Ideally, the reception centre shall have a ski room at the foot of the slopes or, failing that, shall take all necessary steps to ensure the handling and transport of skis and other equipment, so that children do not have to carry them.

In the event of insufficient snow cover, the host centre shall offer an alternative solution or an equivalent activity.

If requested by the school, buses will be available on place for daily excursions.

B. SEA CLASS - SPECIFIC CONDITIONS FOR THE EXECUTION OF THE SERVICES

The main objective of the trip is to provide activities by the sea and water (such as sailing, sand yachting, kayaking, etc.).

For this trip:

The reception centre will be close to the sea, the lake or the leisure centre (no more than 10 minutes by bus)

Activities requested: workshops organised with specialists in line with the pedagogical project, observation of animals, water sports, visits, ...

The provision of material and technical equipment for the activities is included.

C. NATURE CLASS - SPECIFIC CONDITIONS FOR THE EXECUTION OF THE SERVICES

The main objective of the trip is activities in contact with nature (making a fire, looking for herbs, outdoor cooking, animals in nature and in the water (pond etc), fishing, building a shelter in the forest,...)

For this trip:

The reception centre will be close to the woods, a lake or the leisure centre (no more than 10 minutes by bus)

Activities requested: workshops organised with specialists in line with the pedagogical project, observation of animals, water sports, visits, organisation of special evenings for pupils organized by the animators

The provision of material and technical equipment for the activities is included.