

# CONTRACT

**Between:** Performance Travel Ltd./Youth Music of the World

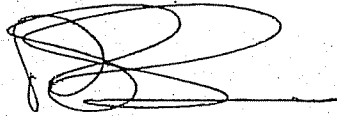
**For:** London's 29th New Year's Day Parade and Festival,  
(2014/2015)

**And:** The Fleming Island Golden Eagle Marching Band.

The following thirteen (13) pages of documentation – contract of nine (9) pages (including this cover sheet), and appendix of four (4) pages constitutes a contract between the parties named above.

Signed on behalf of Performance Travel Ltd., trading as 'Youth Music of the World', exclusively representing 'London's New Year's Day Parade & Festival'

**Sign:**



**Print Name:** Robert C. Bone

**Date:** First Day of October 2013

**Signed on behalf of:** The Fleming Island Golden Eagle Marching Band.

**Sign:** .....

**Print Name:** .....

**Date:** .....

**Witnessed:** .....

**Print Name:** .....

**Date:** .....

(C 2)

**LONDON'S NEW YEAR'S DAY PARADE AND FESTIVAL 2013/14**

**SCHEDULE OF PERFORMANCE PROGRAMME CONTRACT**

DATE OF ISSUANCE OF CONTRACT:	1 <sup>st</sup> October 2013
NAME OF GROUP:	The Fleming Island Golden Eagle Marching Band.
NUMBER OF PAYING PLACES OFFERED:	100
NUMBER OF NON PAYING PLACES OFFERED: (based on above minimum number paying)	2 (two)
SITE INSPECTION: NUMBER OF PLACES OFFERED	2 (two)
DEPARTURE GATEWAY:	Orlando International (MCO)
DATE OF DEPARTURE FROM USA:	27th December 2014
DATE OF RETURN TO USA:	03rd January 2015
PRICE PER PERSON NET:	<b><u>US\$ 3,045</u></b>


The above package price includes the following and is subject to all terms and conditions below.

**ALL PRICES IN US DOLLARS. A PORTION OF THE TOTAL PACKAGE PRICE IS PAID IN POUNDS STERLING AND THIS IS SUBJECT TO EXCHANGE RATE FLUCTUATION WHICH CAN IMPACT THE PRICE OF THE TOTAL PACKAGE UPWARDS OR DOWNWARDS.**

**ALL PRICES INCLUDE AIRLINE, AIRPORT AND GOVERNMENT TAXES, FEES, CHARGES AND SURCHARGES (INCLUDING FUEL SURCHARGES ) AS AT OCTOBER 1<sup>ST</sup> 2013. THE SUM OF THIS BASKET OF CHARGES AND TAXES MAY VARY AND SHOULD IT DO SO WE WILL VARY THE PACKAGE PRICE UPWARD OR DOWNWARD ACCORDINGLY.**

**INCLUSIONS FOR THE ABOVE PRICE**

**PERFORMANCE INCLUSIONS:**

-  Participation London's 29th New Year's Day Parade and Festival with its magnificent, prestigious and historic Parade route including Piccadilly Circus, Regent Street, Trafalgar Square and Whitehall with a finale arena adjacent to The Palace of Westminster, Big Ben and Westminster Abbey. A street audience in excess of half a million and a worldwide TV broadcast reaching over 280 million people. For performers, transportation is provided to and from the parade assembly and dispersal areas and for supporters highly coveted en route grandstand seats are provided.

(C3)

**PERFORMANCE INCLUSIONS:**

- Performance in one of the Gala concerts that form part of London's New Year's Day Parade and Festival. The London Gala Concert series will be performed in our series of prestigious venues in London including Cadogan Hall, home to The Royal Philharmonic Orchestra and second home to the BBC Promenade Concert season, St. John's Smith Square and Westminster Central Hall. Rehearsal is provided in the venue, as is full professional stage management, production services and promotion. Transportation is provided to and from rehearsal and performance. Tickets for the concert are provided for supporters of the performance group.

**PERFORMANCE TRAVEL PROGRAMME INCLUSIONS:**

- Round trip economy class air travel on a scheduled airline from your U.S.A. gateway to a London airport. One main meal and one snack meal will be served along with complimentary soft drinks. Movies and audio entertainment on all long-haul transatlantic sectors. Flights may be multi-sectored. Some carriers require payment for headsets to hear audio channels.
- An allowance by weight and volume dependent on numbers of passengers in the group for heavier and large sized musical instruments and other equipment to be presented to our freight forwarding company for despatch to and return from London. This allowance is in addition to the personal one checked piece per person allowance of weight 50 lbs, and allowable hand luggage for coach/economy class passengers that is carried within the cost of the airline ticket. Note that hand luggage allowances vary on a carrier by carrier basis.
- 6 nights accommodation in a centrally located superior first class hotel in London. Students may be accommodated in quad and triple bedded rooms, but generally in twin or double bedded rooms. Adults are guaranteed to be accommodated in twin or double-bedded rooms, and may pay a surcharge for a room for single occupancy. Some family rooms are available in selected hotels offering accommodation for 4 people. All rooms have en - suite facilities including bath and/or shower and W.C.
- Substantial Continental style buffet breakfast each day in London - 6 meals.
- Four dinners in the London hotel or in restaurants convenient to the itinerary. Each dinner will consist of at least two courses served from specially pre-selected menus - 3 (three).
- Vouchers with a value of £ 12.00 British Pounds each meal (appx. US\$ 19), exchangeable in nearly 4,000 London restaurants and fast food outlets for 3 meals.
- Round trip transfers from London airport to hotel by luxury coach, including specialist 'meet and greet' service on arrival, and check - in assistance service on departure.
- Specially arranged carriage of all musical equipment (if appropriate) from airport to hotel and vice versa. Provision of storage room at hotel.

(C4)

## PERFORMANCE TRAVEL PROGRAMME INCLUSIONS

- A Half Day educational tour of London's historic West End and City (3 ½ hours). The tour will be conducted on a luxury private chartered motor coach with a professional guide.
- A full day excursion to The Tower of London and Greenwich including a visit to the London 2012 Olympic Park and a cruise on the River Thames from The Tower of London to Greenwich or vice versa. The tour will be on a chartered luxury coach and accompanied by a fully qualified 'blue badge' guide. Entrances will be included to The Tower of London and Crown Jewels and well as The Greenwich Royal Observatory including the 'Prime Meridian'.
- A Full day tour to the Town of Windsor coupled with either a visit to the historic University City of Oxford or the Tudor Palace of Hampton Court. In Windsor there will be a special visit to the castle that dates back to 1066 and is the seat of the British Royal Family. In Oxford there will be a visit to one of the famous University Colleges and in Hampton Court an interior visit to the Palace. The tour will be conducted on a luxury private chartered motor coach with a professional guide.
- A personal (to keep) MP3 player for each participant loaded with a selection of our specially commissioned audio guided, historical, and cultural walking tours of London. Itineraries will be written with three of these tours scheduled:

### **Parade Route Guide.** (Always scheduled)

This takes you along the magnificent New Year's Day procession route. Discover where you'll be marching, what you'll be passing, who will be watching and where the crowds will be cheering from.

And then two of the following four tours will be scheduled according to the group's choice.

### **Princes, Palaces and Power.**

Walk shoulder to shoulder with over 1000 years of Royalty. Sites include: Palace of Westminster, Prince William's London house and the Changing of the Guard at Buckingham Palace.

### **Art-rageous London!**

Starting in glittering Covent Garden, we take in the world's most haunted theatres and talk to the stars as we explore the very heart of London's world famous theatre-land and much, much more.

### **UK-USA 250**

This walk celebrates over 250 remarkable years of an unbreakable Transatlantic friendship. Sites include: Jimi Hendrix House, the famous Christmas Windows of Selfridges Store and the beautiful 9/11 Memorial

### **Guide and Seek!**

Our specially commissioned interactive audio Treasure Trail. All you need is a pen, and the map sheet (provided) to unravel the secret trail and find the hidden clues.

(C5)

## PERFORMANCE TRAVEL PROGRAMME INCLUSIONS

Each audio guided walk has a duration of approximately 2 hours. All walks carefully researched by historians, scripted and performed by professional writers and actors. The walking tours make use of the London Underground System, which is accessed through the provision of the daily travel cards that are included in the programme. (Tours not selected for scheduling will be given as 'bonus tracks' to be used in any unstructured time).

- Two of our three hugely entertaining and 'fun' Audio Tours will be scheduled into each itinerary. The group director will make the choice on which are to be scheduled in the itineraries. The tour not selected to be scheduled in the itinerary will be given as 'bonus tracks' to be used in any unstructured time

**Murder, Mystery and Mayhem in old London - Jack the Ripper** and much, much more.

**London - Rock and Roll Capital of The World-** The Beatles, The Rolling Stones, The Swinging Sixties, Glam Rock, Punk Rock, Brit Pop and more.

**Harry Potter's London** - the London sights and sounds of the world's most famous fictional boy Wizard

- Provision of Transport for London (TFL) 'Day Travel Cards' to allow unlimited use of London's extensive underground railway (Tube) system every day of the programme (six days) except for the day of return to the USA.
- An evening with Dr Tim Lautzenheiser. Dr Tim will present an exclusive student leadership workshop on one evening of the programme.
- Arrangements for a strictly student orientated and controlled 'New Year's Eve Celebration' at your London hotel. The party will take place in a private room, with a professional 'disco' and light show. To add to the party mood included are party hats, party poppers and other party favours. Soft drinks and snacks will be available for purchase.
- A 10"x8" print of the group photograph that is taken on January 1st 2015 with the backdrop of the Houses of Parliament and Big Ben. This photograph is presented to each member of the performing group in a special souvenir LNYDP – 2015 folder.
- A specially struck 2014/2015 London New Year's Day Parade Festival Medal for all members of the performing group.
- A ticket for a seat in the highly coveted New Year's Day Parade Grandstands for all non performing members of the group.
- Full time resident Resource Staff Member to look after you whilst you are in London.
- Membership for one year of the 'Youth Music International Performers Club' (YMI Performers Club).

(C6)

**PERFORMANCE TRAVEL PROGRAMME INCLUSIONS**

- The Youth Music of the World specially written comprehensive Travel Insurance Policy.
- All tips and taxes to all service providers. It is considered appropriate for a gratuity to be presented to the Resource Person at the end of the performance programme, which is not included.

**CONTRACTED MUSICAL PERFORMANCE**

London's 29th New Year's Day Parade and Festival will commence on December 26th 2014 and will end on January 4th 2015. The two major performance opportunities are, 'London's New Year's Day Parade' (lnypd.com) on January 1st and the New Year Gala Concert Series performed throughout London during the week of New Year. The venue and thus the style of your performance was shown on your performance tour offer and is now recorded on this contract. If you have been offered an additional performance either as a definite 'YES' or as 'IF REQUESTED', all arrangements must be confirmed by us and by you no later than **JUNE 29TH 2014 OR THE LAST WORKING DAY OF YOUR SITE INSPECTION TOUR**. In the case of all performances including The London Parade all necessary transportation to and from performance venues is provided by chartered coach and is included in the Performance Programme.

This schedule below records the contracted performance/s of your group:

LONDON NEW YEAR'S DAY PARADE (LNYPD):	YES
'MUSIC FOR LONDON' GALA CONCERT:	YES

**GENERAL INFORMATION, TOUR CONDITIONS & PAYMENT SCHEDULE**

A first deposit of \$ 100.00 per person calculated on the basis of the numbers shown on the contract ( $100 \times \$ 100 = \$ 10,000$  ten thousand United States Dollars) is required on or before 1<sup>st</sup> December 2013.

A second deposit of \$ 300.00 per person calculated on the basis of the numbers shown on the contract is required on or before 28<sup>th</sup> February 2014.

A third deposit of \$ 500.00 per person calculated on the basis of the numbers shown on the contract is required on or before 16<sup>th</sup> May 2014.

A fourth deposit of \$ 600.00 per person calculated on the basis of the numbers shown on the contract is required on or before 15<sup>th</sup> September 2014.

Provisional numbers and names should be forwarded to Performance Travel Ltd./Youth Music of The World/ Destination Events Ltd at the London Parade office on or before September 19th 2014. A final invoice will be calculated on October 24th 2014 reflecting your total number of passengers, all extras ordered, and the taxes, fees charges and surcharges and currency adjustments necessary. **The final amount shown on this final invoice must be paid on or before November 7<sup>th</sup> 2014.**

(C7)

## GENERAL INFORMATION, TOUR CONDITIONS & PAYMENT SCHEDULE

All deposit payments and the final payment may be made by cheque or bank transfer. If cheques are used as a means of payment you must ensure that they are despatched 7 days prior to the deposit due payment dates shown above. If funds are transferred then please ensure that they have reached our account by the due dates shown above. You are requested to send a confirmatory email to [Theresa@londonparade.co.uk](mailto:Theresa@londonparade.co.uk) to confirm the date of each of your payments, the method of payment (cheque or transfer) and the amount of the payment. Such confirmations should be sent of the same date the payments are transferred or, in the case of cheques, despatched.

Passengers may be added up until November 21<sup>st</sup> 2014 with written permission of London Office. The rate payable for such passengers is not guaranteed to be the package rate for the group but will be quoted at the acceptance of the booking. Payment for all such 'late' passengers must be made in full by bank transfer only no later than December 1<sup>st</sup> 2014.

If paying by cheque the cheque make it payable to

**PERFORMANCE TRAVEL LTD. (CLIENT ACCOUNT.)**

**and sent via courier to:**

**Performance Travel Ltd/Youth Music  
5366 Twin Hickory Road, Suite A  
Glen Allen, Virginia  
23059-5682, USA**

**If you wish to transfer funds, please email Theresa Davis on [Theresa@londonparade.co.uk](mailto:Theresa@londonparade.co.uk), and Theresa will return email to you precise instructions of how to transfer your payment. Bank to bank transfer is our preferred method of payment and is the quickest and most secure.**

No tickets or vouchers will be issued to any group or group member prior to receipt of full payment. Payments instructions may vary.

## CANCELLATION

The first deposit of \$ 10,000 is non refundable under any circumstances. Deposits paid subsequently become non refundable on from 17.30 (5.30pm) British Summer Time (Eastern Standard Time + 5 hours) on 1st May 2014. No refund of any deposits will be made thereafter, save if there is a **WARNING** from the United States Government State Department to the effect that you should not travel to London on the dates you have booked, or if the United Kingdom Home office issues a specific warning to visitors from the United States not to visit London over the dates you are contracted to travel. Appropriate refunds will also be made in individual cases where proof will be required that serious incapacitating injury has caused the cancellation. **Refunds will be made where eligible, less any charges or non recoverable costs incurred on behalf of the contracting party by Performance Travel Ltd./Youth Music of the World.**



(C8)

## **CANCELLATION**

Up to September 19th 2014 all deposits received will, although paid on a per person basis, be looked upon by Performance Travel Ltd./Youth Music as a total deposit for the entire group, provided that those deposits represent no less than the payable deposit due under this contract for the paying number of persons shown on Page C2. After September 19th when the initial names list has been forwarded all payments will be deemed name specific. This means that names given to Performance Travel Ltd./Destination Events/Youth Music on September 19th may not be cancelled without penalty of all monies paid or due to be paid under the terms of this contract by any named person who cancels or withdraws.

Once the final invoice has been calculated on October 24th 2014 based on your final list of names, payment of the full programme cost must be made for every passenger named on that final list. Any passenger wishing to cancel after that date should seek compensation, if eligible, from the trip cancellation insurance policy.

As a special concession the number shown on Page C2 of this contract may be exceeded without permission until 19th September 2014 by up to 25% of the number shown on Page C2.

**CANCELLATION INSURANCE:** Please note that a travel insurance package is included in the cost of your travel programme. Full details of the package are to be found in appendix one of this document. You will also find a section in the document 'Information for Group Organisers' explaining in more detail the terms and limits of the cover given by this policy.

**TIPS:** Service charges as imposed by hotels, restaurants and other suppliers for the provision of accommodation, meals and transportation etc. are all included.

**PRICE CHANGE:** All taxes imposed by local administrations and government authorities on accommodation, meals, surface transportation and other supplies are all included at the rates at the date of the issuance of this contract. Should any of the tax rates vary we reserve the right to vary the contract price accordingly. The price shown on Page C2 **INCLUDES** charges imposed in association with the included airline ticket for 'Airline, Government, Airport, Security Agency', 'taxes, fees, charges, fuel and other surcharges'. The amount included represents the amount charged on the date the price shown in this contract was calculated – October 1<sup>st</sup> 2013 - from your USA departure airport/s to London and return. The amount finally billed will be that current on 24th October 2014 and if it varies upwards or downwards from the amount included in the package price the variation will be reflected in your final billing. The price quoted on this contract is calculated at the exchange rate between the Pound Sterling and the United States Dollar prevalent on the date the calculation of price was made - 25th March 2013.. If necessary the contract price shown on Page C2 will be recalculated upon final invoice on October 24th 2014 to reflect the rate of exchange at that date.



(C9)

**PASSPORT AND VISAS:** Passengers must be in possession of a valid passport. Nationals of certain countries require visas to enter Britain (a member of the European Union). **Please check with your nearest British Consulate or the British Embassy in Washington if you are in any doubt.** Citizens of the United States of America do not require visas to enter Britain. All US passports must have a validity in excess of six months after the date of return to the USA. Non US passport holders should verify their status with regard to their re-entry into the USA.

**YOUR TOUR PRICE EXCLUDES:** Cost of passports, visas, items of personal nature such as laundry, telegraph and telephone expenses, room service, alcoholic drinks, meals not specified in itinerary, optional sightseeing and excursions.

**BAGGAGE:** Performance Travel Ltd./Youth Music of The World/Destination Events Ltd is not responsible for loss, theft or damage to your baggage. Any claims for loss, theft or damage to your baggage will have to be made through the correct authorities, i.e. the company responsible, airline, coach company etc. and/or through B.D.B.Limited, the Insurance company with whom Youth Music of The World/Destination Events Ltd have arranged the comprehensive insurance package.

**RESPONSIBILITY:** Performance Travel Ltd./Youth Music of The World/Destination Events Ltd on behalf of The London Parade Festival, the "Operator" and/or its agents or representatives, acts only as an agent for the various companies who provide services as outlined within this contract and provides these services as agent within the normal terms imposed by the contracts, terms and conditions of the suppliers. The Operator assumes no responsibility or liability in connection with the service of any means of conveyance which may be used either wholly or in part in the performance of its duty to the passenger. Likewise, the Operator will not be responsible for any act, error or omission, or for any personal injury, damage, loss, accident, delay, irregularity or inconvenience which may be occasioned by reason of any defect in any vehicles or through any act, neglect or default of any company or person engaged in conveying the passenger, or for any hotel proprietor, or hotel service, or for any other person engaged in carrying out the purpose for which tickets or coupons are issued whether negligent or not, save where such injury loss or damage arises out of the negligence of the Operator or its officers and employees.

In the event it becomes necessary or advisable for the comfort or well being of the passengers, or for any reason whatsoever, to alter itinerary or arrangements, such alterations may be made without penalty to the Operator. The right is reserved to withdraw any or all tours or features should conditions warrant, also to decline, to accept or retain passengers as members of the tours.

**NOTE:** Once a tour has commenced, refunds for unused transportation tickets, sightseeing, transfers and accommodations will not be made.

**REPRESENTATION:** It is hereby agreed that in entering into this contract you have not relied upon any representation made by our Agent save and except where such representation is also made or confirmed in writing by us.

**JURISDICTION:** This Agreement, its validity, construction, effect, performance and termination shall be governed and construed in accordance with the Laws of England and the court to have jurisdiction in respect of any disputes herein shall be either the Royal Courts of Justice, Strand London WC2 or the Mayors and City of London Court, Guildhall London EC2.



## FAX MESSAGE

To: LNYDP - 2015  
London's New Year's Day  
Parade and Festival  
Organisers Offices

Date:.....

From:.....

Pages: no 1 of ... (inc. this one)

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1 Turnham Green Terrace Mews, Chiswick, London, W4 1QU. UK

Please send to Fax Number (dialling from the U.S.A/access code) 011 (Great Britain Country code) 44 (City code) 20 (number) 3275 0199. If you have any problems with this transmission, please telephone 011 44 20 3275 0190.

**Thank you for taking the time to complete this form. We request that you send the completed version to our London office at the above fax number or return it in the mail with your signed contract to the above address.**

### GROUP DETAILS:

Group Name \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_ zip : \_\_\_\_\_

Tel No: \_\_\_\_\_ ext: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

## **APPENDIX (A1)**

### **TRAVEL INSURANCE PACKAGE**

#### **SECTION 1. CANCELLATION: Up to \$4,000.00**

For the The New Year's Day Parade and Festival - London 2014/15 cancellation cover shall apply with effect from September 1st 2014

To reimburse you for your unused travel and accommodation expenses paid or contracted to be paid if your journey or vacation is necessarily and unavoidably cancelled due to any cause listed below provided no other party is liable for those expenses:

1. Accidental injury, illness or death, duly certified by competent authority, of:
  - (a) yourself or any person with whom you had arranged to travel;
  - (b) a close relative or fiancé or civil partner of any person described in (a) above;
2. Compulsory quarantine applying to yourself or to any person with whom you had arranged to travel;
3. Any damage to your home in the United States making it uninhabitable, or any Police request for your presence following a robbery of your home or place of business during the period of insurance;
4. Any official requirement for you to attend to emergency duty in U.S. military, medical or public service;
5. A Government regulation following an epidemic which prohibits you from travelling.
6. A warning from The US State Department not to travel to the destination booked on the dates booked.

NB Cancellation cover under Section 1 commences when this Insurance is validated, but in respect of persons aged over 71, only accidents or illnesses occurring within one month of the date of departure are covered.

#### **SECTION 2 . MEDICAL AND EMERGENCY EXPENSES: Up to \$8,000.00 per insured Person.**

To reimburse the Insured Person for:

1. The following expenses necessarily incurred within but not beyond 1 month of the expiry of the Period of Insurance as the result of the Insured Person becoming ill or sustaining personal injury during the Period of Insurance;
  - (a) usual, customary and reasonable expenses incurred (outside the United States and outside his or her normal country of residence or domicile) for medical, surgical and hospital charges (including emergency dental treatment for the relief of immediate pain only), ambulance, nursing home and nursing attendance charges;
  - (b) reasonable additional cost of repatriation to the United States;
  - (c) reasonable additional hotel expenses;
  - (d) reasonable additional costs of funeral expenses abroad or additional cost of returning his or her mortal remains to his or her former place of residence in the United States;

(A2)

**SECTION 3. PERSONAL ACCIDENT: Up to \$25,000.00 per Insured Person**

To pay according to the Schedule of Compensation below if at any time during the Period of Insurance

the Insured Person sustains bodily injury caused by accidental, external, violent and visible means which solely and independently of any other cause within 12 calendar months from the date of the accident results in his or her;

- (a) Death ..... \$ 25,000.00
- (b) Loss of one limb or loss of one eye .....\$ 12,500.00
- (c) Loss of two limbs / two eyes / one limb and one eye .....\$ 25,000.00
- (d) Permanent Total Disablement from engaging in his or her usual occupation ..... \$ 25,000.00

If no occupation is followed then any and every occupation applies. (Usual occupation is deemed to be

full time remunerative occupation of which no less than 40 hours per week are engaged in such occupation.) If the Insured Person is over 71 years of age cover is limited to the Death benefit only.

**SECTION 4. BAGGAGE: Up to \$1,000.00 per Insured Person**

To indemnify the Insured Person for the accidental Loss of or Damage which occurs during the period of insurance, to his or her baggage including clothing and personal effects subject to:

- (a) a limit of \$500.00 any one article, pair, set, kit or collection of articles and
- (b) an overall limit of \$500.00 for valuables: jewellery, furs, articles containing gold, silver or precious metals, watches, photographic, optical, audio or electronic equipment or goods.

**SECTION 5. DELAYED BAGGAGE: Up to \$200.00 in all**

To indemnify the Insured Person for emergency purchases necessarily made if his or her baggage is temporarily lost in transit during the period of insurance for longer than 24 hours. Musical Instruments are not covered under this Section.

**SECTION 6. MUSICAL INSTRUMENTS: Up to \$5,000.00**

To indemnify the Insured Person for the accidental loss of or damage to any one musical instrument which

occurs during the period of insurance subject to a maximum amount of \$5,000.00 per Insured Person. This

Section shall exclude scratching or denting of any musical instrument or damage to drum skins.

**SECTION 7. RENTAL OR REPLACEMENT MUSICAL INSTRUMENT \_ Up to \$1,000**

To indemnify the Insured Person for the cost of renting a temporary replacement musical instrument for the duration of the Insured Period should his or her own instrument be accidentally lost or damaged during the period of insurance subject to a maximum rental cost of \$1,000.

For the purpose of this insurance, Musical Instruments shall be deemed to be wind, stringed instruments and timpani only.

Written proof of the value of any Musical Instrument shall be required in the event of a claim.

(A3)

## EXCLUSIONS

### SECTIONS 1, 2 AND 3

The Underwriters shall not be liable for claims arising from:

- (a) the Insured Person engaging or taking part in mountaineering, pot holing, manual work, racing other than on foot, organised sports, flying (except whilst travelling as a passenger on a commercial or scheduled flight), wilful exposure to risk (other than in an attempt to save human life), suicide, intentional self injury, insanity, psychiatric disorders, fear of flying or the effects of alcohol or drugs.
- (b) pregnancy within two months of the estimated date of delivery;
- (c) Circumstances where at the time of taking out this insurance the person whose condition gives rise to a claim is receiving treatment or is on a hospital waiting list for consultations or for in patient treatment or has received a terminal prognosis.
- (d) any vacation or journey undertaken against the advice of a medical practitioner or for the purpose of obtaining medical treatment;
- (e) the cost of replenishing supplies of any medication the Insured Person was using at the commencement of any vacation/journey.
- (f) surgery or medical treatment which in the opinion of the medical practitioner treating the Insured Person can be reasonably delayed until the Insured Person's return to the United States.
- (g) Circumstances which could reasonably have been anticipated by the Insured Person at the date of the issue of this Evidence of Insurance.
- (h) Visa not issued by competent authority.

### SECTION 4

The Underwriters shall not be liable for:

- (a) losses due to breakage of or damage to fragile articles; including Musical Instruments;
- (b) loss of valuables or losses due to theft unless reported to the police within 48 hours of the discovery of the loss and to the hotel management if stolen in a hotel;
- (c) loss or damage caused by wear, tear, gradual deterioration, decay, moth, vermin, atmospheric or climatic conditions, electrical or mechanical breakdown or derangement of any kind;
- (d) loss of or damage to contact or corneal lenses, un-set precious stones, business goods, samples or merchandise, hired equipment or sporting equipment whilst in use;
- (e) losses from unattended baggage;
- (f) (i) theft from a vehicle not involving forcible entry evidenced by damage to the vehicle itself and or from a soft topped or open vehicle unless from a locked trunk.  
(ii) theft from any motor vehicle left unattended overnight.
- (g) Loss of cash, credit cards and travellers checks.

The Insured Person shall take all reasonable steps to avoid or minimise any loss or damage.

### SECTIONS 1, 2 AND 4

The Underwriters shall not be liable for the first \$100 of each and every loss/claim for each Insured Person.

### SECTIONS 6 AND 7

This insurance does not cover:

- (a) loss or damage caused by climatic or atmospheric conditions or extremes of temperature, unless such loss or damage would be recoverable under an ordinary fire insurance policy.
- (b) if musical instruments are insured hereunder, breakage of strings, reeds or drumheads from any cause.

(A4)

## EXCLUSIONS APPLYING TO ALL SECTIONS

The Underwriters shall not be liable for:

1. accident, illness, loss, damage, destruction, liability, expense or any consequential loss whatsoever arising there from directly or indirectly caused by or contributed to or arising from: war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or detention or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or other competent authority;
2. losses or claims arising out of the insured Person's own criminal act.

## CONDITIONS

### SECTION 2

- (a) No arrangement for repatriation requiring in-flight medical attendance may be made without the prior agreement of the Underwriters.
- (b) No arrangement for in-patient treatment may be made without the prior notification of the Underwriters except where there is a life threatening condition when notification must be made at the earliest opportunity.
- (c) In the event of a claim, a medical adviser or advisers appointed by the Underwriters shall be allowed to examine the Insured Person as often as the Underwriters shall consider it necessary.
- (d) No medical expenses incurred in the United States will be payable under this Insurance.

### SECTION 3

- (a) condition (c) of Section 2 shall also apply to this Section.
- (b) the liability of the Underwriters in respect of any one accident shall not exceed \$25,000.00 in all each Insured Person.
- (c) "Permanent" means lasting 12 calendar months from the date of the accident and at the end of that period beyond hope of improvement.
- (d) "Loss of Limb" means irrecoverable loss by physical separation of a hand at or above the wrist or foot at or above the ankle.

### SECTION 4 AND 5

Reimbursement for temporary or permanent loss of or damage to baggage in transit is subject to:

- (a) immediate notification being made to the Carrier or Handling Agent and a property irregularity report being obtained;
- (b) any amount payable for temporary loss being deducted from the final claim settlement under Section 3 if the baggage proves to be permanently lost.

## CONDITIONS APPLYING TO ALL SECTIONS.

The Insured Person shall act at all times as if uninsured and shall observe ordinary and proper care in the supervision of all property covered under this Insurance. If the Insured Person or anyone acting on

his or her behalf makes any statement knowing it to be overstated, false or fraudulent in any respect then this Insurance shall be void and all claims hereunder forfeit in respect of the Insured Person. The Insured Person shall reimburse the Underwriters within one month of the expiry of the period of Insurance for any expenses not covered by this Insurance which are incurred by the Underwriters on his or her behalf. Underwriters shall not be liable for any amount for which any other party is liable or which, but for the existence of this Insurance would have been covered by any other insurance. The Geographical Limits of this Policy are World-wide.

Wherever the term \$ appears in this Policy it shall be deemed to mean US\$.

## GROUP LEADER.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Work Tel No: Area Code (\_\_\_\_) \_\_\_\_\_

Work Fax No: Area Code (\_\_\_\_) \_\_\_\_\_

Home Tel No: Area Code (\_\_\_\_) \_\_\_\_\_

Home Fax No: Area Code (\_\_\_\_) \_\_\_\_\_

**TRIP TREASURER/FINANCIAL CONTROLLER (if different from above.)**  
**(PLEASE GIVE US THE DETAILS OF THE PERSON WITH WHOM WE WILL BE DEALING ON ALL MATTERS RELATING TO THE ACCOUNTS FOR THE TRIP. THIS PERSON SHOULD BE THE ONE RESPONSIBLE AND AUTHORISED TO WIRE THE NECESSARY FUNDS AS PER CONTRACT)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Work Tel No: Area Code (\_\_\_\_) \_\_\_\_\_

Work Fax No: Area Code (\_\_\_\_) \_\_\_\_\_

Home Tel No: Area Code (\_\_\_\_) \_\_\_\_\_

Home Fax No: Area Code (\_\_\_\_) \_\_\_\_\_

PLEASE ONLY GIVE THE HOME DETAILS REQUESTED ABOVE IF YOU ARE COMFORTABLE DOING SO. WE ASK FOR THESE DETAILS SO THAT WE CAN REMAIN IN CONTACT WHEN SCHOOLS OR GROUP HEADQUARTERS ARE CLOSED AND TO HELP US TO COPE WITH THE TIME DIFFERENCES BETWEEN THE USA AND THE UNITED KINGDOM. ALL INFORMATION GIVEN WILL BE TREATED WITH CONFIDENTIALITY.





**LNYDP 2014/15, LONDON'S NEW YEAR'S DAY PARADE  
& FESTIVAL- SITE INSPECTION**

**Group Name: THE FLEMING ISLAND GOLDEN EAGLE  
MARCHING BAND.**

**OPTION 1:**

**We are pleased to accept our site inspection places on the dates of 23rd - 29th June 2014 inclusive:**

**The names of the site inspectors in full and as per US Passports with validity up to and including December 29th 2014:**

- 1. ....
- 2. ....

**Please strike through whole box if requesting option 2**

**OPTION 2:**

**We are not able to travel on site inspection on the 23rd – 29th June inclusive dates and would ask that you consider accepting us for site inspection on one of the following dates:**

Requested site visit dates, option 1.....

Requested site visit dates, option 2.....

**Complete in order of your preference. Dates should be for a period of 6 nights to include one overnight on an aircraft crossing the Atlantic and five on land in London. Please strike through whole box if accepting option 1**

**Signed:.....Date .....**

**Name in BLOCK CAPITALS:.....**

