

API Horizons

Terms and Conditions – School Consultancy for Overseas Educational Visits and Work Experience

Effective from: 10 August 2026

Future Review: August 2027

These Terms and Conditions apply to consultancy services provided by API Horizons (“API Horizons”, “we”, “us”) to schools, colleges and other educational institutions (“the School”, “you”) in connection with overseas educational visits, work-experience programmes and related international opportunities.

These Terms and Conditions may apply to both one-off projects and ongoing consultancy relationships.

1. Nature of the Services

API Horizons provides **educational consultancy services** to schools.

In relation to overseas educational visits and work-experience programmes, these services may include:

- advising on the educational aims, structure and development of a programme;
- identifying and evaluating potential trip providers, local partners and other organisations;
- advising on suitable destinations and programme models;
- supporting the development of work-experience opportunities and placements;
- liaising with trip providers, placement organisations, employers and other third parties;
- contributing educational, linguistic and cultural expertise;
- advising on itineraries, accommodation, transport and other programme arrangements;
- supporting communication between the School and relevant third parties;
- advising on student preparation and expectations;
- contributing to safeguarding and risk-management planning;
- supporting the School before, during and/or after a programme where specifically agreed; and
- reviewing completed programmes and advising on their future development.

The precise services to be provided will be agreed in writing for each engagement, normally through a proposal, quotation, email confirmation or other written project agreement.

2. API Horizons as Consultant

API Horizons acts as an **independent educational consultant**.

Unless expressly agreed otherwise in writing, API Horizons is not the provider or organiser of the overseas trip itself and does not act as a travel agent or tour operator.

Where an independent organisation is appointed to provide a trip, programme, accommodation, transport, work-experience placements or other services, the provision of those services is the responsibility of the relevant third party.

The School will normally enter into any contract for the provision of the trip or associated travel services directly with the relevant provider.

API Horizons may advise the School on the selection of a provider and may liaise extensively with that provider on the School's behalf. Such involvement does not make API Horizons responsible for the provider's performance or constitute a guarantee that the provider will ultimately be able to deliver the proposed trip.

3. Responsibilities of the School

The School retains overall responsibility for its students and for determining whether an overseas visit or work-experience programme is suitable and may proceed.

This includes responsibility for the School's statutory, safeguarding and duty-of-care obligations and for complying with its own educational visits, safeguarding, health and safety and other relevant policies.

API Horizons may provide advice, information and practical assistance to support the School in meeting these responsibilities. This consultancy support does not replace the School's own policies, procedures, professional judgement or legal obligations.

The School is responsible for obtaining any internal approvals required for the programme.

4. Agreement and Scope of Work

Before substantial consultancy work begins, API Horizons will normally agree with the School:

- the nature and objectives of the proposed work;
- the scope of API Horizons' consultancy services;
- indicative timescales;

- consultancy fees and payment arrangements;
- significant expenses, where applicable; and
- any particular responsibilities or deliverables expected of either party.

The scope may be set out in a formal proposal or agreed through other written correspondence.

Acceptance of a proposal or written instruction to commence work constitutes acceptance of these Terms and Conditions unless alternative terms have been expressly agreed in writing.

For an ongoing relationship, individual projects or additional pieces of work may subsequently be agreed in writing without requiring a new set of Terms and Conditions on each occasion.

5. Consultancy Fees

Fees charged by API Horizons are for **professional consultancy services**.

They reflect the time, expertise, advice, planning, research, programme development, liaison and other professional work undertaken by API Horizons in accordance with the agreed scope.

Consultancy fees are separate from any amount payable by the School, students or families to a trip provider, travel company, accommodation provider, placement organisation or other third party.

Fees may be structured as:

- a fixed consultancy or project fee;
- an hourly or daily consultancy rate;
- a fee calculated according to the size or nature of the proposed programme;
- a fee per participating student;
- an agreed commission or referral arrangement; or
- another arrangement agreed in writing.

The applicable fee structure will be confirmed before the relevant work begins.

6. Payment Where a Trip Does Not Proceed

The School is engaging API Horizons for the provision of **consultancy services**, rather than purchasing a guarantee that a proposed trip will take place.

Accordingly, payment for consultancy work undertaken by API Horizons is **not conditional upon the proposed trip or programme ultimately proceeding**.

Consultancy fees for work already undertaken remain payable if a proposed trip is subsequently cancelled, postponed, materially changed or cannot proceed, including where:

- a third-party trip provider is unable or unwilling to deliver the proposed trip;
- a provider withdraws from the programme;
- a provider changes its services, availability or commercial terms;
- suitable placements become unavailable;
- the School decides not to proceed;
- student numbers are insufficient;
- travel arrangements become impracticable; or
- circumstances outside the reasonable control of API Horizons prevent the programme from proceeding.

Where API Horizons has completed the consultancy work for which a fee has been charged, that fee is earned and is non-refundable regardless of whether the trip subsequently takes place.

API Horizons will not ordinarily charge for consultancy work that has not yet been undertaken following cancellation, unless a minimum fee, cancellation fee or other commitment has been expressly agreed in advance.

Where a proposed programme cannot proceed, the School may ask API Horizons to explore alternative providers, destinations, dates or programme arrangements. Any substantial additional consultancy work will be subject to further agreement and may incur additional fees.

7. Invoicing and Payment

Unless otherwise agreed, invoices are payable within **14 days** of the invoice date.

For substantial or longer-term projects, API Horizons may:

- request an initial payment before work begins;
- invoice at agreed project milestones;
- invoice periodically for consultancy work undertaken; or
- agree another payment schedule with the School.

The payment structure will normally be set out in the relevant proposal.

Fees are exclusive of significant travel, accommodation and other expenses incurred by API Horizons unless these are expressly included in the agreed fee.

8. Third-Party Providers

Overseas programmes may involve independent third parties including:

- specialist trip or educational travel providers;
- placement organisations;
- employers;
- accommodation providers;
- airlines and other transport providers;
- activity providers;
- restaurants;
- educational institutions; and
- other local organisations.

API Horizons will exercise reasonable care when identifying, recommending or liaising with potential providers.

However, third-party organisations remain responsible for the services they provide.

Unless expressly agreed otherwise, API Horizons cannot guarantee the availability, continued operation, financial viability, conduct or performance of an independent third party.

The School is responsible for approving significant third-party arrangements and should satisfy itself as to the contractual terms, insurance arrangements and other relevant conditions of the trip provider with which it contracts.

9. Commissions and Commercial Relationships

API Horizons may have an established professional relationship with a trip provider, placement organisation or other third party.

Where API Horizons receives a commission, referral fee or other financial benefit connected with the School's engagement of a third party, this will be disclosed to the School where relevant to the engagement.

The existence of such an arrangement does not alter API Horizons' obligation to provide its consultancy services with reasonable care and skill.

10. Work-Experience Placements

Where API Horizons provides consultancy concerning work-experience placements, reasonable care will be taken to support the identification and development of placements that appear appropriate to the students, educational objectives and local context.

Workplaces are operational organisations, and the precise activities available to a student may vary according to the host organisation's needs and circumstances.

The School remains responsible for satisfying itself that the proposed programme and placement arrangements are appropriate for its students.

Students are expected to:

- behave professionally and courteously;
- attend as required;
- follow reasonable instructions;
- comply with workplace rules;
- respect confidentiality;
- observe appropriate health and safety requirements; and
- respect local cultural and professional expectations.

A host organisation may modify or terminate a placement where there are reasonable concerns about a student's conduct, attendance, safety or suitability.

Where practicable, API Horizons may assist the School and relevant provider in seeking an appropriate solution. A replacement placement cannot, however, be guaranteed.

11. Safeguarding and Student Welfare

API Horizons regards safeguarding and student welfare as fundamental to its work with schools and young people.

API Horizons will follow its own safeguarding procedures and will cooperate with reasonable safeguarding requirements communicated by the School.

The School retains responsibility for:

- the safeguarding and supervision of its students;
- determining appropriate staffing and staff-to-student ratios;
- obtaining appropriate parental or guardian consent;
- ensuring that accompanying staff understand their responsibilities;

- providing relevant medical, dietary, accessibility and safeguarding information where appropriate;
- maintaining appropriate emergency contacts and procedures; and
- responding to safeguarding concerns in accordance with the School's policies and applicable law.

Any safeguarding concern arising in the course of API Horizons' work will be handled in accordance with applicable safeguarding procedures and, where appropriate, communicated promptly to the School's designated safeguarding contact.

12. Risk Assessment and Approval of Visits

API Horizons may provide information, advice and practical assistance to support the School and/or trip provider in considering risks associated with a programme.

Unless expressly agreed otherwise, API Horizons does not formally approve the School's risk assessments or educational visits.

Responsibility for approving the visit and determining that appropriate risk-management arrangements are in place remains with the School.

Where a trip provider produces its own risk assessments or safety documentation, responsibility for that documentation remains with the relevant provider.

13. Insurance, Passports and Travel Requirements

The School is responsible for satisfying itself that appropriate insurance arrangements are in place for participating students and staff.

This may include travel, medical, cancellation, personal liability and other appropriate insurance.

The School is also responsible for ensuring that participants and their families receive appropriate information concerning:

- passports;
- visas;
- entry requirements;
- health documentation;
- parental permissions; and
- other documentation required for travel.

API Horizons may provide general assistance or information concerning these matters but cannot guarantee that a participant satisfies the requirements imposed by governments, carriers, insurers or other organisations.

API Horizons accepts no responsibility for a participant being unable to travel because applicable documentation, permission or insurance requirements have not been met.

14. Information Provided by the School

The School agrees to provide accurate and timely information reasonably required for API Horizons to undertake the agreed consultancy work.

This may include information concerning:

- student numbers and ages;
- language ability;
- educational objectives;
- additional educational or accessibility needs;
- relevant medical, dietary or safeguarding considerations;
- travel arrangements;
- staffing;
- emergency contacts; and
- relevant School policies or requirements.

The School should notify API Horizons promptly of any material change that could affect the programme.

API Horizons will not be responsible for consequences arising from materially inaccurate, incomplete or late information provided by the School, students, parents or other relevant parties.

15. Data Protection and Confidentiality

Personal information will be handled in accordance with applicable UK data-protection legislation and API Horizons' Data Protection and GDPR Policy.

API Horizons will seek only such personal information as is reasonably necessary for the provision of its services.

Where necessary for programme planning or delivery, relevant information may be shared with appropriate trip providers, placement organisations or other third parties.

The School is responsible for ensuring that it has an appropriate lawful basis for providing relevant personal information to API Horizons and for providing appropriate information to parents, guardians and students.

Both API Horizons and the School agree to handle confidential information obtained through the consultancy relationship appropriately and not disclose it unnecessarily.

16. Changes to a Proposed Programme

The development and delivery of an international programme may be affected by changes in availability, local circumstances, student numbers, provider requirements or other factors.

It may therefore become necessary to change:

- placements;
- programme content;
- dates or timings;
- accommodation;
- transport arrangements;
- activities;
- host organisations; or
- other aspects of the proposed programme.

API Horizons will endeavour to communicate significant developments of which it becomes aware and, where within the agreed consultancy scope, advise the School on possible alternatives.

The need to modify a programme does not invalidate or make refundable consultancy fees for work already undertaken by API Horizons.

17. Cancellation or Withdrawal by a Trip Provider

If a third-party trip provider withdraws from a proposed programme or becomes unable to provide some or all of the anticipated services, responsibility for refunds of amounts paid to that provider will be determined by the contract between the School and the provider.

API Horizons is not responsible for refunding payments made to an independent trip provider.

Equally, the inability of a third-party provider to deliver the proposed trip does not make consultancy fees already earned by API Horizons refundable.

At the School's request, API Horizons may provide further consultancy to assist in assessing alternative arrangements. The scope and fee for any substantial additional work will be agreed separately.

18. Cancellation by the School

If the School decides to cancel or discontinue a proposed programme, it should notify API Horizons as soon as reasonably practicable.

The School remains responsible for:

- consultancy fees for work already undertaken;
- reasonable non-refundable expenses incurred by API Horizons;
- any expressly agreed minimum or cancellation fee; and
- third-party costs or cancellation charges for which the School is contractually responsible.

Where practicable, API Horizons will seek to avoid undertaking unnecessary further consultancy work once cancellation has been confirmed.

19. Circumstances Beyond Reasonable Control

Neither API Horizons nor the School will be liable for a failure to perform an obligation where performance is prevented by circumstances outside its reasonable control.

Such circumstances may include severe weather, natural disasters, transport disruption, strikes, civil disturbance, terrorism or security incidents, epidemics or other public-health emergencies, government action, border restrictions, closure of workplaces or educational institutions, or comparable events.

Where such circumstances affect a proposed programme, API Horizons and the School will seek to work constructively to determine whether the consultancy project or programme can reasonably be modified, postponed or discontinued.

Third-party contractual terms and cancellation charges may continue to apply.

Consultancy fees for work already properly undertaken by API Horizons remain payable.

20. Liability

API Horizons will exercise reasonable care and skill in providing its professional consultancy services.

API Horizons is responsible for the consultancy services that it agrees to provide but is not responsible for the independent performance of services supplied by third parties.

Subject to applicable law, API Horizons will not be responsible for loss arising from:

- the acts or omissions of an independent trip provider or other third party;
- a third party becoming unable or unwilling to provide its services;
- decisions made by the School independently of, or contrary to, advice provided by API Horizons;
- materially inaccurate, incomplete or late information supplied to API Horizons;
- a participant's failure to comply with applicable requirements or reasonable instructions; or
- circumstances outside API Horizons' reasonable control.

Nothing in these Terms and Conditions excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

21. Intellectual Property

Unless otherwise agreed, materials created specifically for a School by API Horizons may be used internally by that School for the purposes for which they were supplied.

API Horizons retains ownership of its pre-existing materials, methodologies, templates, programme models, processes, know-how and other intellectual property.

Materials produced by API Horizons may not be sold, commercially published or provided to another organisation for commercial use without prior written permission.

22. Publicity, Photographs and Testimonials

API Horizons will not publicly identify individual students or use identifiable photographs of students for promotional purposes without appropriate permission.

The School's name or logo will not ordinarily be used in promotional material in a manner suggesting endorsement without the School's permission.

Where the School agrees to provide a testimonial, reference or case study, its intended use will be agreed appropriately.

23. Ongoing Relationships and Future Programmes

Where API Horizons works with a School over multiple programmes or academic years, these Terms and Conditions will continue to apply unless replaced by updated terms or another written agreement.

Each programme or substantial new piece of consultancy work will be confirmed separately.

Successful arrangements from a previous programme cannot be guaranteed for future years. In particular, overseas providers, employers and placement organisations may change their:

- availability;
- personnel;
- capacity;
- pricing;
- operating arrangements; or
- requirements.

API Horizons will endeavour to maintain productive relationships with established partners but cannot guarantee their continued participation.

24. Ending an Ongoing Consultancy Relationship

Either party may end an ongoing consultancy relationship by providing reasonable written notice.

Ending the general consultancy relationship does not automatically cancel work already commissioned or affect fees that have already been earned.

Outstanding consultancy fees, agreed expenses and other existing contractual commitments remain payable.

Either party may end an engagement immediately where continuation would create a serious safeguarding, legal, ethical or reputational concern.

25. Complaints and Resolution of Concerns

Any concern about API Horizons' consultancy services should be raised with API Horizons as soon as reasonably practicable so that it can be considered and, where possible, resolved promptly.

API Horizons and the School agree to seek to resolve disagreements constructively and in good faith before pursuing formal proceedings.

26. Governing Law

These Terms and Conditions and any dispute or claim arising from them are governed by the laws of **England and Wales**.

The courts of England and Wales will have jurisdiction, unless otherwise required by applicable law.

27. Acceptance and Relationship with Project Agreements

By instructing API Horizons to commence consultancy work following receipt of these Terms and Conditions, the School confirms its acceptance of them.

These Terms and Conditions should be read alongside the relevant proposal, quotation or other written agreement specifying the particular consultancy services and fees.

Where there is a conflict between these general Terms and Conditions and a specific written project agreement, the specific project agreement will take precedence in relation to that project.

For the avoidance of doubt, acceptance of these Terms and Conditions constitutes an agreement for the provision of **consultancy services by API Horizons**. It does not constitute a contract under which API Horizons guarantees the delivery of an overseas trip by an independent third-party provider.

API Horizons

Aspirational – Purposeful – International

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