



Booking Conditions

Effective from [date]

Company Name: Orion Road Travel Limited, trading as “**Explorenauts**”

Company Number: 17122646

Registered Address: Silverstream House, 45 Fitzroy Street, London, W1T 6EB

PTS Membership: 6412

1. Our Role

Orion Road Travel Limited, trading as Explorenauts, is the organiser of the educational tour you have booked. Under the UK Package Travel and Linked Travel Arrangements Regulations 2018, this means we are responsible to you for the proper performance of all travel services included in your tour, whether those services are performed by us or by third-party suppliers acting on our behalf.

Your tour comprises:

- **Flights and accommodation:** booked through an ATOL-registered supplier appointed by us. The ATOL Certificate is issued directly to you by that supplier, providing financial protection for the flight and accommodation element of your tour under the ATOL scheme administered by the Civil Aviation Authority. Although the ATOL Certificate is issued by the supplier, we remain the organiser of your package and are responsible to you for the proper performance of these services. We may seek redress from the supplier under regulation 29 of the Package Travel Regulations where appropriate.
- **Tour programme and services:** all educational content, business visits, workshops, guided sightseeing, local transportation within the destination, meals (as specified in the itinerary), your dedicated Tour Director, and all other activities and services described in your tour itinerary. Payments for these services are held in a regulated trust account through Protected Trust Services (PTS); see clause 16.
- **Your overall experience:** we design, coordinate and deliver the complete tour experience. We select and vet all suppliers, manage the itinerary, provide on-the-ground support through our Tour Director, and ensure that all elements of your tour work together as a cohesive programme.

These Booking Conditions apply to all arrangements made with us. They are governed by English law and the jurisdiction of the English courts. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you are resident there and wish to do so.

2. Booking and Payment

2.1 How to Book

When you make a booking, you confirm that you have the authority to accept, and do accept on behalf of your party, these Booking Conditions. A binding contract between you and us comes into existence when we issue a Booking Confirmation.

Please check your Booking Confirmation carefully and report any errors or omissions to us immediately. Please ensure that all names are exactly as stated in the relevant passport.

2.2 Deposit and Payment Schedule

To confirm your booking, a non-refundable, non-transferable enrolment fee of \$300 per traveller is required at the time of booking.

The following payment schedule applies to all bookings:

- **At time of booking:** \$300 enrolment fee per traveller
- **First instalment:** \$500 per traveller, due 30 days after enrolment
- **Monthly instalments:** \$500 per traveller, due monthly thereafter
- **Final balance:** due no later than 60 days prior to departure

If full payment is not received by the balance due date, we reserve the right to treat the booking as cancelled and apply the cancellation charges set out in clause 5.

A late payment fee of \$50 will be charged for any payment received after its due date. A fee of \$50 will be charged for any returned or declined payment.

2.3 Late Enrolment

Travellers may submit a late enrolment request at any time up to 14 days prior to departure, subject to availability of flights, accommodation, and activities.

Late enrollees are required to bring their account up to the same payment position as the existing group at the point of enrolment. For example, if existing travellers have paid the enrolment fee plus four monthly instalments, the late enrollee must pay the equivalent amount at the time of enrolment. From that point forward, the late enrollee follows the standard payment schedule alongside the rest of the group.

No enrolments will be accepted within 14 days of departure.

2.4 Client Money Protection

All monies paid to us are held in a ring-fenced trust account with HSBC, managed by independent external trustees through our membership of Protected Trust Services (PTS). Your money is fully segregated from our operating funds at all times. Payments for the flight and

accommodation element are passed to your ATOL-registered supplier in accordance with their payment schedule. You can verify our PTS membership by contacting PTS directly.

2.5 Accuracy of Prices

We reserve the right to amend advertised prices at any time before a booking is confirmed. Once your booking is confirmed, the price will only be varied in accordance with clause 4 (Changes by Us).

3. What's Included in Your Tour

3.1 Included in the Tour Price

- Return flights on a scheduled carrier from your designated departure airport
- 4-star hotel accommodation in a central location with private bathrooms
- Twin-room sharing as the default (triples or quadruples may be necessary on occasion; no student will be required to share a double bed)
- Breakfast and dinner daily at carefully selected restaurants (not chains)
- All sightseeing, entrance fees, workshops, and business visits as specified in your tour itinerary
- All local transportation: Oyster cards, private coaches, river boats, and transfers
- A dedicated Explorenauts Tour Director available 24 hours a day throughout the tour
- Comprehensive travel insurance underwritten by Zurich Insurance (see clause 8)
- Airport transfers at the destination
- 24-hour emergency support via our Tour Director and CEGA medical assistance

3.2 Not Included in the Tour Price

- Lunches (except where specified in the itinerary)
- Personal spending money
- Passport, visa, and any entry/exit fees
- Any items not specifically listed in your tour itinerary
- Any medical expenses

3.3 Private Departure Guarantee

All Explorenauts tours are private departures. Your group will never be consolidated with students from other schools. Your tour bus, Tour Director, itinerary, and accommodation are exclusively for your group.

4. Changes to Your Booking

4.1 Changes by You

If you wish to make changes to your confirmed booking, please contact us in writing as soon as possible. We will do our best to accommodate your request, but changes are subject to availability and may incur additional costs.

Any amendment request must be made by the lead name on the booking and confirmed in writing (email or post). An amendment fee of \$50 per change may apply, in addition to any costs imposed by our suppliers.

4.2 Changes by Us

Minor changes: We reserve the right to make minor changes to your tour arrangements. Minor changes include, for example, a change of airline, a change in the order of sightseeing, or substitution of a hotel of equivalent or higher standard. We will notify you of any minor changes as soon as reasonably practicable.

Significant changes: A significant change is one that materially affects the nature of the tour you have booked. Examples include a change of destination, a significant change of itinerary, a change of accommodation to a lower standard, or a material change to scheduled flight times. If we need to make a significant change, we will notify you as soon as possible and offer you the choice of:

- Accepting the change;
- Accepting an alternative tour of comparable or higher standard (with a refund of any price difference if the alternative is of lower value); or
- Cancelling your booking and receiving a full refund of all monies paid.

If a significant change results in a reduction in the quality or cost of the tour, you are entitled to an appropriate price reduction.

4.3 Price Changes After Booking

Once your booking is confirmed, we will only increase the price in the following limited circumstances and only if the change occurs more than 20 days before departure:

- Changes in the cost of transport (including fuel costs);
- Changes in taxes, fees, or charges imposed by third parties (including tourist taxes, landing taxes, or embarkation/disembarkation fees at ports and airports); or
- Changes in exchange rates relevant to the package.

We will absorb any increase equivalent to 2% of the tour price. You will be notified of any price increase in writing with an explanation of how it has been calculated. If the increase exceeds 8% of the tour price, you may cancel with a full refund.

5. Cancellation

5.1 Cancellation by You

Notice of cancellation must be received in writing (email or post) from the lead name on the booking. The date of cancellation is the date on which we receive your notice. The following cancellation charges apply:

- **More than 180 days before departure:** Full refund less the \$300 enrolment fee.
- **180 to 91 days before departure:** Full refund less the \$300 enrolment fee and a \$930 cancellation charge.
- **90 days or less before departure:** No refund will be issued.

All travellers are covered by our included travel insurance (clause 8), which provides cancellation and curtailment cover up to the limit shown on the Statement of Insurance, subject to policy terms and exclusions. Cover applies where cancellation or curtailment is necessary as a result of:

- the death, bodily injury or illness of the traveller, a person they are travelling with or have arranged to reside with, a close relative, or a close business associate;
- compulsory quarantine on the order of a treating medical practitioner, jury service attendance, or being called as a witness at a court of law (in respect of the traveller or any person they are travelling with); or
- the police requesting the traveller to remain at or return to their home due to serious damage to their home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons, or theft.

Other cancellation reasons may be covered subject to policy terms; full policy documentation will be provided with your Booking Confirmation. Claims should be made directly to Zurich Insurance via CEGA.

5.2 Transfer of Booking to Another Traveller

You may transfer your booking to another person who satisfies all conditions applicable to the tour, provided you give us written notice no later than 14 days before departure. The transferor and transferee are jointly liable for the balance of the tour price and any reasonable costs arising from the transfer. We will provide evidence of any such costs on request. Any costs we charge will not exceed the actual costs incurred by us as a result of the transfer.

5.3 Cancellation by Us

We may cancel your booking in the following circumstances:

- If you fail to make any payment by its due date (after the grace period in clause 2.2);
- If unavoidable and extraordinary circumstances (as defined in clause 6) make it impossible or unsafe to perform the tour; or

- If the minimum number of travellers required for the tour is not reached (we will notify you no later than 20 days before departure for tours lasting more than 6 days).

If we cancel for reasons other than your failure to pay, you will receive a full refund of all monies paid. You may also be entitled to compensation unless the cancellation is due to unavoidable and extraordinary circumstances or failure to reach the minimum group size.

6. Force Majeure (Unavoidable and Extraordinary Circumstances)

We will not be liable for failure to perform, or delay in performing, any of our obligations under these Booking Conditions if such failure or delay results from events beyond our reasonable control (“Force Majeure”), including but not limited to:

- Natural disasters, severe weather, volcanic activity, earthquakes, or flooding;
- Epidemics, pandemics, or outbreaks of infectious disease;
- Acts of war (whether declared or not), civil unrest, terrorism, or threat of terrorism;
- Government action, travel bans, border closures, quarantine requirements, or sanctions;
- Significant risks to human health at the destination;
- Industrial action, strikes, or airport/airspace closures; or
- Insolvency of a key supplier where no reasonable alternative can be arranged.

If we cancel your tour due to Force Majeure before the start of the tour, you are entitled to a full refund of all monies paid, **returned as a cash refund to the original payment method within 14 days**. We will not pay additional compensation in these circumstances, as the cancellation is beyond our control.

If significant elements of your tour cannot be performed after departure due to Force Majeure, we will offer suitable alternative arrangements at no extra cost where possible. Where the alternatives are of lower quality than originally agreed, you will be entitled to an appropriate price reduction. If we are unable to offer suitable alternatives, or you reasonably reject them, we will arrange for your repatriation using equivalent transport, at our cost. Where it is impossible to ensure your timely return because of Force Majeure, we will bear the cost of necessary accommodation for up to three nights per traveller. You may also be able to claim additional costs under your included travel insurance (clause 8).

7. Passports, Visas and Health Requirements

Each traveller is solely responsible for obtaining, prior to departure, a valid passport, applicable visas or electronic travel authorisations, and any other required travel documents, including medical documents or proof of vaccinations where required.

All passports must be valid for at least six months after the tour's scheduled return date. Non-US citizens must contact the embassy or consulate of the destination country to ensure they meet specific entry requirements.

If a traveller is unable to travel because they have not complied with passport, visa, or immigration requirements, our standard cancellation policy (clause 5.1) will apply.

We can provide general information about health formalities required for your destination, but you should consult your own doctor in good time before departure.

8. Travel Insurance

8.1 Included Insurance

Comprehensive travel insurance is included in the tour price for all travellers at no additional cost. The policy is underwritten by Zurich Insurance and administered through Howden Insurance Brokers. The 24-hour medical assistance helpline is operated by CEGA.

The included policy provides the following core benefits, subject to policy terms, conditions, and exclusions:

- **Cancellation and curtailment:** cover up to the limit shown on the Statement of Insurance, for cancellation due to specified insured reasons (see clause 5.1)
- **Emergency medical expenses:** cover up to the limit shown on the Statement of Insurance, including hospital treatment, doctors' fees, and ambulance costs
- **Medical repatriation:** cost of repatriation to the traveller's home country via CEGA's 24-hour medical assistance, including air ambulance where medically necessary and authorised by CEGA
- **Personal baggage:** cover up to the limit shown on the Statement of Insurance for loss, theft, or damage
- **Personal money and passport:** cover up to the limits shown on the Statement of Insurance, including reasonable additional costs incurred to replace a lost or stolen passport while abroad
- **Personal accident:** lump sum benefit in the event of accidental death or permanent disability
- **Personal liability:** cover up to the limit shown on the Statement of Insurance for legal liability arising during the tour
- **Travel delay and missed departure:** benefits as set out in the policy
- **Sports and activities:** a wide range of sports and activities are covered as standard under the policy; specialist or higher-risk activities may require an uplift and will be confirmed before booking

Group Leader replacement support: in addition to the included travel insurance, Explorenauts will arrange and bear the reasonable cost of a replacement Group Leader's flight if the original Group Leader is unable to travel within 14 days of departure due to illness, injury, or other unavoidable circumstances. This is an Explorenauts commitment, separate from the included travel insurance.

8.2 Medical Repatriation

Our included insurance provides emergency medical and repatriation cover throughout the tour, subject to the policy terms, conditions, and exclusions. Where a traveller becomes seriously ill or injured on tour, CEGA's 24-hour medical assistance team will coordinate the appropriate medical response, including repatriation to the traveller's home country where this is medically necessary and authorised by CEGA. Air ambulance transfer is included where medically necessary.

The policy excludes claims arising from pre-existing medical conditions (as defined in the policy wording), claims arising from alcohol abuse, claims arising from sports or activities not listed as covered in the policy, claims arising from travel to destinations against UK Foreign, Commonwealth and Development Office advice, claims arising from self-inflicted injury, and certain other circumstances. Full policy terms will be provided with your Booking Confirmation, and we strongly recommend that all travellers read these carefully before departure.

In the event of hospitalisation, the policy also covers reasonable additional travel and accommodation costs for up to two close relatives or friends to be with the traveller, where authorised by CEGA.

8.3 Lost Passport Assistance

If a traveller loses their passport during the tour, our Tour Director will assist with arranging an emergency passport appointment at the nearest embassy or consulate. The included insurance covers reasonable costs of emergency passport replacement up to the limit shown on the Statement of Insurance, including reasonable additional accommodation and travel costs incurred during the delay.

8.4 How to Claim

Claims under the included travel insurance should be made directly to Zurich Insurance via CEGA. Full policy documentation, including terms, conditions, exclusions, and the claims process, will be provided with your Booking Confirmation. We strongly recommend that all travellers read the policy carefully before departure.

8.5 Additional Insurance

The included insurance is designed to provide comprehensive cover for the majority of situations. However, if you have specific requirements (for example, cover for pre-existing

medical conditions), you may wish to arrange additional personal insurance. We are happy to advise on this.

9. Accommodation

All Explorenauts tours use 4-star hotel accommodation in central locations. Hotels are selected for their quality, safety, location, and suitability for student groups.

Twin-room sharing is the default arrangement. Students will share a room with another student of the same gender from their own school group. No student will be required to share a double bed. Triple or quadruple rooms may be used on occasion where twin rooms are not available, but each student will have their own bed.

Single rooms may be available for chaperones and Group Leaders on request, subject to hotel availability. Additional charges may apply.

All accommodation ratings are based on the hotel's own classification. Standards may vary between countries. If you have specific requirements regarding accommodation, please contact us at the time of booking.

10. Traveller Conduct

All travellers must adhere to the following code of conduct while on tour. Failure to comply may result in the traveller being dismissed from the tour at their own expense, with no refund for the missed portion.

10.1 General Rules

- All scheduled activities are mandatory. If you are unwell or unable to participate, you must inform the Group Leader, who will notify the Tour Director.
- Travellers must respect any curfew set by the Group Leader for their safety and security. Room checks may be conducted at the Group Leader's discretion.
- Visitors or group members of a different gender are not permitted in your room.
- Smoking is not permitted on coaches, during meals, in hotel rooms, or in any shared enclosed space.
- Hitchhiking and the driving or renting of any motor vehicle is strictly prohibited.
- Travellers are responsible for paying any personal expenses incurred at hotels (e.g. phone calls, minibar charges).
- Payment for damage to hotel rooms or coaches is the traveller's responsibility. Any damage should be reported to the Tour Director immediately.

10.2 Alcohol and Substance Policy

- Travellers under the age of 18 may not consume alcohol on tour under any circumstances.
- Travellers aged 18 or over may consume beer or wine in moderation where permitted by local law, subject to the Group Leader's discretion.
- Any use of illegal substances will result in immediate dismissal from the tour at the traveller's own expense.

10.3 Dismissal from Tour

If a traveller's behaviour is deemed unacceptable by the Tour Director or Group Leader, we reserve the right to terminate their participation in the tour with immediate effect. The traveller will be returned home at their own expense, and no refund will be issued for the unused portion of the tour. In the case of a minor, the traveller's parents or guardians will be contacted and will be responsible for all costs associated with the early return, including any additional costs for a chaperone if required.

10.4 Diversity, Equity and Inclusion

Explorenauts is committed to creating a safe, inclusive, and respectful environment for all travellers. Harassment, bullying, or discrimination aimed at other travellers, suppliers, or staff on the basis of gender identity, age, sexual orientation, disability, physical appearance, race, ethnicity, religion, or any other characteristic will not be tolerated and may result in dismissal from the tour.

11. Itinerary Changes on Tour

While we make every effort to deliver the tour as described in your confirmed itinerary, it may occasionally become necessary to make changes while on tour due to circumstances beyond our reasonable control (for example, venue closures, transport disruptions, or weather conditions).

If a change is necessary, your Tour Director will arrange a suitable alternative of comparable quality. Where a change results in a lower standard of service or the omission of a significant element of the tour, you may be entitled to a price reduction.

We will not be liable for minor changes to the order or timing of activities, provided the overall nature and quality of the tour is maintained.

12. Safeguarding and Background Checks

The safety and wellbeing of all travellers, particularly those under 18, is our highest priority.

12.1 Background Checks

All Explorenauts Tour Directors hold an enhanced DBS (Disclosure and Barring Service) check. All adults travelling on student tours (including chaperones) will be required to complete a DBS

check or equivalent background screening through a secure third-party provider prior to travel. We reserve the right to refuse or cancel any traveller's booking if the results of a background check indicate a risk to the safety or wellbeing of the group.

12.2 Safeguarding Policy

Explorenauts maintains a written safeguarding policy, which is available on request. All Tour Directors receive safeguarding training appropriate to working with minors. Our safeguarding procedures are designed to comply with UK statutory guidance and best practice, including the Children Act 2004 and Keeping Children Safe in Education.

13. Accessibility and Special Requirements

We are committed to making our tours accessible to as many travellers as possible. If you or any member of your group has a disability, medical condition, or other special requirement, please inform us at the time of booking so that we can assess what reasonable adjustments can be made.

We will make reasonable adjustments in accordance with the Equality Act 2010, but some elements of the tour (for example, walking tours or venues with limited accessibility) may present challenges that we cannot fully overcome. If we are unable to accommodate a traveller's needs, we will explain this clearly and discuss alternative options.

If you have specific dietary requirements (including severe allergies), please inform us at the time of booking. We will communicate all requirements to our suppliers, but we cannot guarantee that all requests will be accommodated. Travellers with severe allergies should carry appropriate medication at all times.

14. Data Protection and Privacy

We will process your personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Your data will be used for the purposes of completing your booking, providing the tour services, administering your travel insurance, and communicating with you about your tour.

Your personal data may be shared with:

- Our travel service suppliers (airlines, hotels, activity providers) as necessary to deliver the tour;
- Zurich Insurance and CEGA for the administration of your travel insurance;
- Protected Trust Services (PTS) for the administration of client money protection;
- Public authorities (such as customs or immigration) where required by law; and
- Background check providers (for adults on student tours).

If you are travelling outside the European Economic Area, data protection standards may differ from those in the UK. By making a booking, you consent to the transfer of your data to the extent necessary for the performance of the tour.

14.1 FERPA Compliance (US School Groups)

Where we receive student education records from US schools or school districts, we will handle such records in compliance with the Family Educational Rights and Privacy Act (FERPA). We will not disclose personally identifiable information from education records to any third party except as permitted under FERPA, and we will use such information only for the purposes for which it was disclosed to us.

14.2 Photography, Video and Marketing

Explorenauts may photograph and film during tours for use in our marketing materials, website, social media, and promotional content. By confirming your booking, you consent to Explorenauts capturing general tour photography and video (group shots, activities, locations, and candid moments) and using this content for marketing and promotional purposes.

If you do not wish a traveller to appear in identifiable photographs or video used for marketing purposes, you (or, for travellers under 18, a parent or legal guardian) must notify us in writing at the time of booking. We will make reasonable efforts to ensure that any traveller who has opted out is not identifiably featured in our marketing materials. Please note that it may not be possible to exclude individuals from all general crowd or group photographs taken during the tour.

We will not sell or license photographs or video of travellers to third parties. Tour photography and video will only be used by Explorenauts for its own marketing and promotional purposes.

14.3 General Marketing Communications

We will not send you marketing communications about future tours or services without your explicit opt-in consent. You may withdraw consent at any time by contacting us.

Full details of our privacy policy are available on our website and upon request.

15. Our Liability

15.1 Tour Operator Liability

As organiser of your package under the UK Package Travel Regulations 2018, we are responsible to you for the proper performance of all travel services included in your tour, whether performed by us or by third-party suppliers. This includes flights, accommodation, ground transport, educational content, business visits, workshops, guided sightseeing, meals, Tour Director services, and all other activities and services described in your tour itinerary. If any of these services are not performed in conformity with the contract, we will remedy the lack of conformity unless this is impossible or entails disproportionate costs. Where we are unable to

remedy the lack of conformity, you may be entitled to a price reduction, compensation for damages, or both, in accordance with the Package Travel Regulations.

Where third-party suppliers (including the ATOL-registered supplier of your flights and accommodation) cause a lack of conformity, we may seek redress against them under regulation 29 of the Package Travel Regulations, but this does not affect our responsibility to you.

15.2 Limitation of Liability

Our liability for damages arising from the performance of the package is limited in accordance with the international conventions governing the services in question (including the Montreal Convention for air travel and the Athens Convention for carriage by sea, where applicable).

Where our liability is not governed by an international convention, our maximum liability for damages (other than death or personal injury) is limited to three times the tour price per affected traveller.

We do not exclude or limit any liability for death or personal injury arising from our negligence or the negligence of our employees acting in the course of their employment.

15.3 Duty to Assist

If you are in difficulty while on tour, we will provide appropriate assistance without undue delay, including by providing information on health services, local authorities, and consular assistance, and by helping you to make alternative arrangements. We may charge a reasonable fee for such assistance if the difficulty is caused intentionally or through your negligence.

16. Financial Protection

Your tour benefits from multiple layers of financial protection:

16.1 ATOL Protection (Flights and Accommodation)

The flight and accommodation element of your tour is booked through an ATOL-registered supplier. You will receive an ATOL Certificate directly from that supplier, confirming the financial protection that applies to your flights and accommodation. In the unlikely event of the supplier's insolvency, the ATOL scheme (administered by the Civil Aviation Authority) will ensure that you are not left stranded abroad and will arrange for you to complete your journey or receive a refund for the protected elements.

16.2 Trust Account (Tour Programme Payments)

We are a member of Protected Trust Services (PTS) (membership number 6412). All monies paid to us for the tour programme and services are held in a secure, ring-fenced HSBC trust account managed by independent external trustees. Your payments are fully segregated from our business funds at all times. You can verify our membership by contacting PTS directly.

16.3 Supplier Failure Insurance

We maintain Supplier Failure Insurance (SFI) and Scheduled Airline Failure Insurance (SAFI) through PTS, providing additional protection in the event that a key supplier becomes insolvent.

16.4 Package Travel Regulations Compliance

We maintain PTRC (Package Travel Regulations Compliance) cover through PTS, which protects against the costs of meeting our regulatory obligations in the event of supplier failure or other disruption to your tour.

17. Complaints Procedure

If you have a problem while on tour, please raise it with your Tour Director immediately so that we have the opportunity to resolve it on the spot. If the issue cannot be resolved during the tour, or if you wish to make a formal complaint on your return, please write to us at:

Explorenauts Customer Relations

Email: complaints@explorenauts.com

Post: Orion Road Travel Limited, Silverstream House, 45 Fitzroy Street, London, W1T 6EB

Complaints should be submitted in writing within 28 days of the end of the tour. We will acknowledge your complaint within 14 days and provide a full written response within 28 days.

If we are unable to resolve your complaint to your satisfaction, you may refer the matter to an Alternative Dispute Resolution (ADR) provider. Details of the applicable ADR scheme will be provided with our response to your complaint.

18. General

18.1 Entire Agreement

These Booking Conditions, together with your Booking Confirmation and tour itinerary, constitute the entire agreement between you and us. No variation of these conditions shall be effective unless agreed in writing by a director of Orion Road Travel Limited.

18.2 Third Party Rights

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18.3 Severability

If any provision of these Booking Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.