

# Terms and Conditions

## WHAT IS INCLUDED IN THE PROGRAM FEE?

Basic Protection Plan coverage; round-trip air transportation from the designated U.S. departure city; all breakfasts and dinners unless dine-out options are selected (or otherwise noted); lunches aboard cruise ships; accommodation in double, triple or quadruple rooms; service of an Encore Tour Manager and tips.

## WHAT IS NOT INCLUDED IN THE PROGRAM FEE?

Non-refundable passport fees; non-refundable Comprehensive or Ultimate Protection Plan fees; beverages with meals; lunches (except aboard cruise ships); laundry; any airline baggage charges including for instruments; expenses incurred during free time periods; overnight lodging and meals in the United States prior to departure or upon return of the international flight; non-refundable visa and visa processing costs for destinations which have visa requirements (Note: visas and visa processing costs for non-U.S. citizens may be higher); transportation from participant's home to the airport of departure and back; all applicable adult surcharges; airport taxes that are collected on the spot in foreign airports; charges for departure taxes, airport fees, airline and federal security fees and ticket handling fees; any mandatory new or increased fees/taxes/fuel surcharge levied on airline tickets, hotels, transportation, land services or at ports of entry/exit. In the event that airlines alter their fee structure to include fees or surcharges as part of the base fee rather than as an add-on cost, Encore Tours reserves the right to adjust the program fee accordingly.

## ADULT TRAVELERS ON STUDENT PROGRAMS

Adults may request a double room for \$45 per hotel night or a single room for \$95 per hotel night. All special rooming requests must be received by Encore Tours in Boston 90 days prior to departure. In many cases, single rooms, though assuring privacy, are smaller and not as well situated as double rooms. Subject to availability. Please note: double/single room supplements may be higher on certain programs. Check with your group leader for details.

## ENROLLMENT DEADLINES/WAITING LIST

Registrations are processed in the Encore Tours Boston office only upon receipt of a completed and signed registration form together with the appropriate payments. Encore Tours reserves the right to refuse any registration at its sole discretion or when Encore Tours air or land space is full, or after ticketing deadlines. New enrollments are not usually accepted within 65 days of departure. In the unusual circumstance that new applications are accepted within 65 days of departure, full payment and late fee must be paid in the form of a cashier's check, money order or by credit card upon registration, and the participant may be subject to additional air or land surcharges. If a registration is refused, a full refund will be made within 45 days of such refusal. Participants who are placed on a waiting list will receive notification within 45 days of registering from Encore Tours.

## PAYMENT PROCESSING

When you provide a check as payment, you authorize us either to use information from the check to make a one-time electronic fund transfer from your account or to process the payment as a check, image or draft transaction. For inquiries, please contact us by any of the methods listed on page 4.

## RETURNED CHECKS

Encore Tours will assess a \$50 Return Check Fee for each returned check. Encore can only resubmit returned checks with appropriate authorization either in writing or over the phone.

## LATE FEES

Participants who fail to make the appropriate payments or meet payment deadlines will be subject to the late fees outlined on page 6.

## PASSPORT NAME CHANGE

Encore Tours will assess a \$250 Name Change Fee plus any additional airline charges to all registered participants who request a passport name change within 90 days of departure.

## DEPARTING FROM A DIFFERENT U.S. CITY

Participants not originating from the same U.S. departure city as the main group will be required to pay a \$175 Alternate Gateway Fee and will not be guaranteed air routings with the main group. Depending upon their airport arrival time, these participants may not be met at their arrival airport and may have to make their own way to their first hotel. In these cases, Encore Tours will provide a standard transportation allowance. Participants wishing to fly internationally with the main group must arrange their own transportation to and from the main group's airport.

## EXTENDING YOUR STAY

Please confirm the departure date and gateways of your program with your group leader before making your own bookings, as these may be subject to change. In order to return independently from the group, participants must complete an Alternate Return Request Form, indicating a specific alternate return date and Western European city (Russia not included). Participants may return from the city in which their program ends or choose one of the following cities: Frankfurt, London, Madrid, Paris, Rome or Zurich. Encore Tours will invoice participants a \$175 Alternate Return Fee and any additional airline charges if this option is selected. Each subsequent change will be \$130. Full flight and date details along with the Alternate Return Request Form must be received by Encore at least 90 days prior to departure. No changes can be made within 65 days of departure. Otherwise, if participants wish to alter flight arrangements from scheduled program dates, they must plan to make their own domestic and international flight arrangements. All participants flying independently from the group must make their own ground transportation arrangements to and/or from their departure city and/or arrival airport. Neither Encore Tours nor the group leader supervising the group is responsible for the participant in any way when the participant is not part of the main group. All changes must be submitted

to Encore Tours in writing. The airline used is at the discretion of Encore Tours. Confirmation of special flight arrangements is subject to availability and will normally be made within 45 days of departure. No extensions to your stay may be made at the beginning of your tour. Please note: Encore travel protection ends on the last day of your Encore program.

## BUYING YOUR OWN AIRLINE TICKET

Please confirm with your group leader the correct departure date and gateways of your program before making your own bookings, as these may be subject to change. Travelers may choose to purchase only the land portion of trips traveling to Western Europe, Costa Rica and select other destinations, contact Encore Tours for more details. They must make their own round trip travel arrangements and join the program at the first hotel accommodation. Neither Encore Tours nor the group leader is responsible for the participant in any way when the participant is not part of the main group. If you elect the "No Air Fare" (NAF) option, speak with your group leader to determine your adjusted program price. Participants who change from an Encore Tours flight to their own transportation (NAF) or vice versa less than 90 days prior to the scheduled departure date will be charged \$175 for each change. Encore Tours provides internal flights for NAF participants if included on the itinerary. Notification of such change must be in writing. No change can be made within 65 days of departure.

## CHANGES IN ITINERARIES AND PROGRAM ASSIGNMENT

Encore Tours reserves the right to make changes in fees, departure dates, departure cities, itinerary sequence, trip direction, airlines, hotels, activities, ship assignment or cruise ports-of-call. On certain dates, especially holidays, some attractions or activities may be closed. Encore Tours reserves the right to substitute attractions or activities. Such changes are not grounds for withdrawal with full refund except as noted under "Refunds." Encore Tours may cancel a program due to unforeseen operational difficulties, lack of projected availability or any other reasons. If a trip is cancelled by Encore Tours, a full refund will be made within 45 days. This is Encore Tours' sole liability, and under no circumstance will Encore be liable for an amount in excess of the program fee.

## FINALIZING DEPARTURE DATES

Encore Tours reserves the right to reassign participants to another departure date. During the winter and spring vacation periods, reassignment will be restricted to a date within the same weekend as the date originally selected. Encore Tours will notify group leaders of their exact day of departure, who will in turn be responsible for informing participants.

## DEPARTURE INFORMATION

JFK, LaGuardia and Newark airports are used interchangeably for New York departures. Dulles and National airports are used interchangeably for Washington D.C. departures. Encore Tours reserves the right to use alternate airports in a city at its own discretion. Participants who change departure gateways

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between 90 and 65 days of departure will be charged a minimum of \$175. Notification of such change must be in writing. Changes cannot be made within 65 days of departure. No stopovers in the U.S. are allowed.

## INTERNATIONAL FLIGHTS

Encore Tours primarily utilizes regularly scheduled flights. Equipment, routing and itinerary for particular flights may be modified by the direct air carrier or by Encore Tours. Single plane service is not guaranteed; alternative aircraft of any carrier may be substituted at any time, and aircraft may make additional stops. Such changes will not create a right to cancellation or refund. On occasion, Geneva, Milan and Nice airports may serve as alternates for each other. Paris and Brussels airports may serve as alternates for each other. Encore Tours is not responsible for flight delays, missed connecting flights, long layovers or any expenses related to such delays.

## TICKETS AND FINAL DETAILS

The specific flight itinerary will be made available at least 45 days prior to departure. Airline e-ticket information will be sent at this time only if full payment and the signed release from all participants has been received. Please note that Encore Tours only sends travel documents directly to the group leader, to individuals who are traveling from different cities than the rest of the group.

## LUGGAGE

Due to airline and bus restrictions the limit is 44 lbs. per person, which includes one suitcase and one small carry-on item. Airline baggage fees may apply. Luggage travels at the risk of the participant, and Encore Tours is not responsible for any delay of, loss or damage to it or its contents. Most airlines are strictly adhering to their policy of one carry-on bag. Please check with the air carrier directly for their specific baggage liability limitation. Participants are responsible for any airline luggage fees. Airlines are not responsible for any act or event during the time the participants are not on board their planes or conveyances. The participant's contract in use by the airline, when issued, shall constitute the sole contract between the airline and the participant. Any and/or all transportation companies mentioned herein shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers.

Please Note: The transportation of musical instruments and/or additional equipment is permitted. However, airlines may impose additional charge(s) for this. Speak with your group leader or Encore Tours for further details.

## TOUR MANAGERS

Encore Tours groups are generally accompanied by an Encore Tour Manager. On cruises and programs to Africa, Canada, China, Latin America, the Pacific and the United States, local representation may be provided instead.

## GROUP SIZE

Encore Tours reserves the right to offer small groups the choice of an alternate itinerary or to pay a small group surcharge. It is at the group leader's discretion whether to accept the alternate trip or pay the

surcharge. If a participant cancels as a result of a change, standard cancellation policy applies.

## ADDITIONAL INFORMATION

Effective date of protection plan coverage is the day you depart for the Encore Tours program for which you are registered. Coverage terminates the day you have returned to your place of residence in the United States or at the end of the Encore Tours program for which you have registered. Notwithstanding any other provision of these Terms & Conditions, you acknowledge and agree that Encore Tours, its affiliates, directors, officers, employees or the group leader, host school or schools, including any person or entity employed or utilized by Encore Tours or host schools in any foreign country cannot be responsible for any injury, loss, damage, accident, delay or expense resulting from events beyond its control, including, without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from Encore Tours' selection of, or from any act or omission by, any host family, bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or other firm, agency, company or individual. Although Encore Tours may endeavor to work with customers to minimize any losses, delays or expenses resulting from any such event, Encore Tours does not guarantee any right to a refund, travel credit, or postponement of travel, except to the extent provided under the Protection Plan in which you participate. Please note that the descriptions in promotional brochures are sample program descriptions only. Your actual itinerary may be reversed or may vary slightly from the original description. The final itinerary which your group leader receives shortly before departure constitutes the program which will be provided by Encore Tours. No warranties, terms or conditions apply to any program unless expressly stated in this brochure or expressly stated in writing and signed by Encore Tours, 343 Congress Street, Suite 3100, Boston, MA 02210.

## FINANCIAL SECURITY

Encore Tours shares the coverage available under the USTOA \$1 Million Travelers Assistance Program with affiliates of the American Council for International Studies who, as an active member of the USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of Encore Tours customers in the unlikely event of Encore Tours bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Encore Tours and shared among its affiliates may be sufficient to provide only a partial recovery of the advance payments received by Encore Tours. More details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, NY, 10001, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com).

## SPECIAL PROVISION

Traveling abroad with Encore Tours will require the ability to walk distances, navigate stairs and transport luggage. Travelers should anticipate encountering natural and architectural barriers outside the United States which Encore Tours cannot and does not control. Special meals and/or medical supervision cannot be provided. Portage is not included on Encore Tours programs unless noted in the itinerary.

Encore Tours offers and provides services on a fair and non-discriminatory basis, without consideration of any factor or characteristic prohibited by law and with equal opportunity for all applicants and participants. Encore Tours complies with all laws prohibiting discrimination.

## Please Note:

The fees and policies listed above are subject to change. For the most up to date information, please visit [www.encoretours.com/register](http://www.encoretours.com/register).

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# Encore Tours Release

- I, the undersigned, whose name and signature appear on the reverse side of this form (and my parent or guardian if I am a minor), a registrant for a trip with Encore Tours, a division of the American Council for International Studies, Inc., hereby acknowledge that I have read and agree to the Encore Tours Terms and Conditions and my itinerary description, as well as those provisions contained in the Release below, and acknowledge that they form part of my agreement with Encore Tours including sections concerning responsibility, refunds and changes in dates, cities, hotels and prices.
- I/my guardian voluntarily consent(s) to participate in all activities (including the possibility of biking, horseback riding, water-based activities and homestays) provided and/or organized by Encore Tours, and I hereby assume all risks of loss and injury that may be incurred, directly or indirectly as a result of my participation in all activities provided and/or organized by Encore Tours. I/my guardian also authorize(s) Encore Tours to arrange for professional care and treatment for myself in case of a medical emergency. I/my guardian agree(s) that if I become ill or incapacitated, Encore Tours may, without incurring any liability, take such actions as it considers necessary under the circumstances, including securing medical treatment for me and transporting me to the United States all at my own expense. I agree to release Encore Tours from any liability for the quality and timeliness of any such medical care received or for any expenses incurred. I understand that Encore Tours cannot accept responsibility for travelers not following these rules and regulations, and that I may be sent home at my own expense without benefit of any refund if I do not adhere to Encore Tours behavior guidelines and standards and the instructions of my group leader. I understand that if I am expelled from school or otherwise disciplined by school or civic authorities, I may be declared ineligible for the trip and my participation cancelled, subject to the refund policies stated below.
- I will indemnify Encore Tours, its affiliates, agents, directors, employees, and my group leader, school, school officials and hold them harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an Encore Tours program.
- I understand it is my/my guardians' responsibility to meet the group leader accompanying me on a trip with Encore Tours and satisfy myself/themselves as to the appropriateness of the group leader to meet my needs and I/my guardian will inform the group leader of any special requirements for me.
- I understand that Encore Tours reserves the right to reassign participants to a replacement group leader should the original group leader not participate in the program for any reason.
- I understand that the air carriers' liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility during such time that I am not on board their aircraft.
- I understand that future Encore Tours, ACIS and AIFS advertising and publicity material may include statements made by participants, or their photographs/video footage (including TripStream content). I consent to such use of my content, comments or photographic/video likenesses.
- I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that Encore Tours is providing, as part of the program fee, Basic Protection coverage (see page 7) for my benefit, including limited health, accident and life insurance in the event of injury or illness while on an Encore Tours program, as well as limited program cancellation or interruption insurance if I fail to participate or am delayed in connection with an Encore Tours program as a result of certain specified actions or events. I acknowledge that I accept the full description and limitation of this coverage that appears in the protection brochure, a copy of which is available upon request.
- I hereby waive and release Encore Tours, its affiliates, agents, directors, officers, and employees and my group leader, host school agents and school officials, including any person or entity employed or utilized by Encore Tours or host schools in any foreign country, from all claims arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from Encore Tours' selection of, or from any act or omission by, any host family, bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, school, university, or other firm, agency, company or individual.
- If my local municipality, school, school board, school administration or similar group is officially sponsoring this trip, I will receive written notification of that fact from my local municipality, school, school board, school administration or similar group, together with a statement of any responsibility for the trip assumed by that organization. In the absence of such a written notification, I understand that the trip is not officially sponsored or supported by my municipality or my school system, although they may, as a courtesy to the group leader, allow school or municipal premises or services to be used in connection with planning for the trip. Therefore, my local school, school board, school administration, school officials, municipality and municipal officials have no liability or responsibility whatsoever with respect to the trips unless they expressly inform me otherwise in writing, and by going on an Encore Tours trip I expressly release and waive all claims of any type against any or all of the foregoing in any way related to, or arising out of, the trip.
- I understand that Encore Tours reserves the right to make changes in the program and in program costs as described in the Encore Tours catalog, program brochure and itinerary description without liability for refund.
- I understand that obtaining a passport is my responsibility. If I am not a U.S. citizen, I understand it is my sole responsibility to obtain, in advance, any visas and other documents which may be required to enter or connect through all the countries on my itinerary and to re-enter the United States. If I have a passport from a country other than the United States, I must contact the local consular offices of the countries I will be visiting to obtain the necessary visas. Such visas are not obtainable on the spot overseas. Whether I am a U.S. citizen or not, Encore Tours will be held harmless in the event I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas and other documents does not constitute grounds for withdrawal with full refund; the standard refund policy will apply.
- I understand that Encore Tours provides without charge a re-routed itinerary if: 1) The U.S. Department of State states there has been a terrorist attack against U.S. interests and 2) the U.S. Department of State issues an official Travel Warning that Americans should not travel to any country visited on the itinerary and 3) the official Travel Warning is issued or in effect within 90 days prior to departure. In such situations, if Encore Tours in its sole judgment decides to operate its program, I may withdraw and receive from Encore Tours, under my protection coverage, a full refund less \$100, Comprehensive or Ultimate Protection Plan fee and any visa fees, or after the trip has already commenced, I may withdraw and Encore Tours will

provide the cost of a return flight to the U.S. city of departure up to the limit provided without refund of any other fees paid. In situations where protection coverage does not exist, Encore Tours' standard refund policy shall apply. A copy of the protection brochure describing this coverage is available upon request. In all cases Encore Tours reserves the right to cancel, alter, relocate or postpone programs as it determines necessary without penalty.

- I acknowledge acceptance of the terms of the refund policy as outlined below and in the Encore Tours Terms and Conditions, including the following:

If a participant withdraws this many days before departure	The refund consists of all payments LESS:
130+ days	\$350*
90 to 129 days	\$650*
65 to 89 days	\$1,100*
30 to 64 days	\$1,300*
29 days or less	No Refund

\* If the withdrawing participant has paid \$1,300 or less at the time of withdrawal less than 65 days before departure, there will be no refund. Cancellation/Refund Policies may differ for domestic trips; contact Encore Tours for more details.

- I understand that the above chart is the Basic Protection Plan cancellation/refund policy of Encore Tours and that participants may have purchased an upgraded plan.
  - I understand that all refund requests must be in writing and addressed to Encore Tours, 343 Congress Street, Suite 3100, Boston, Massachusetts 02210.
- I understand that group leaders who travel with their participants may receive complimentary benefits from Encore Tours or its affiliates as compensation for chaperoning, preparation and organization of the travel program.
  - I agree that any dispute with Encore Tours will be submitted to binding arbitration, to be conducted substantially in accordance with the rules of the American Arbitration Association. Unless Encore Tours agrees to a different location, the arbitration shall be conducted in New York County, New York State. I agree that if I do not substantially prevail in the arbitration, I will be responsible for Encore Tours' expenses, including lawyers' fees participating in the arbitration. The decision of the arbitrator shall be final. I understand that by signing this agreement, I am giving up my right to have any claim against Encore Tours decided in court before a judge or jury.
  - This agreement will be effective when my application is accepted by Encore Tours and shall be governed by the laws of the State of Connecticut. This agreement cannot be modified except in writing by Encore Tours.