

# Terms and Conditions



These Terms and Conditions are valid for all Encore Tours program registrations after December 4, 2020 and are subject to change with or without notice. However, the applicable Terms and Conditions for your program are those set forth on the Encore Tours website at <https://resources.encoretours.com/downloads/> at the time you register for a program.

## WHAT IS INCLUDED IN THE PROGRAM FEE?

Basic Protection Plan coverage. Round-trip air transportation from the designated U.S. departure city (when applicable). All breakfasts and dinners unless dine-out options are selected (or otherwise noted). Lunches aboard cruise ships and in China. Accommodation in double, triple or quadruple rooms. Service of an Encore Tour Manager. Tips. All charges for departure taxes, airport, airline and federal security fees and fuel surcharges at the time of registration, unless stated otherwise.

## WHAT IS NOT INCLUDED IN THE PROGRAM FEE?

Non-refundable passport fees. Non-refundable Ultimate-Plus or Ultimate Protection Plan fees. Beverages with meals. Lunches (unless noted in your itinerary). 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. Any mandatory new or increased fees/taxes/fuel surcharge levied on airline tickets.

## ADULT TRAVELERS ON STUDENT PROGRAMS

Adults may request a double room for \$50 per hotel night or a single room for \$95 per hotel night, unless otherwise noted. 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 including but not limited to when Encore Tours air or land space is full or after ticketing deadlines. New enrollments are not generally accepted within 65 days of departure. In the unusual circumstance that a new application is accepted within 65 days of departure, full payment plus the appropriate late fee must be paid in the form of a cashier's check, money order or by credit card upon an application for registration, and the participant may be subject to additional air or land surcharges. If an application for registration is not accepted by Encore Tours, a full refund will be made within 45 days of Encore's decision not to accept the application for registration. Participants who are placed on a waiting list will receive notification at least 45 days prior to departure whether they have been accepted off the waiting list and, if not accepted, will receive a full refund.

## 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.

## LATE FEES

Participants who fail to make the appropriate payments or meet payment deadlines will be charged the late fees outlined on page 6. These fees are non-refundable.

## 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. 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 city. Participants may return from the city in which their program ends or another major international city. 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 plus applicable fees. 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 additional 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 (including but not limited to safety, travel protection and arrangements and accommodations) when the participant is not part of the program for the main group as scheduled by Encore. All individual changes proposed by a participant must be submitted to Encore in writing. The particular airline used shall be determined by Encore Tours. Confirmation of special flight arrangements is also 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 program. Please note: Encore travel protection begins on the first day of your Encore program and 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 group before making your own bookings, as these may be subject to change. Travelers may choose to purchase only the land portion of programs traveling to Western Europe, Costa Rica and select other destinations. Contact Encore Tours for more details. Should you choose to purchase only the land portion of program, you must make your own round-trip travel arrangements and join the group in your 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 in your program. 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 plus any additional airline fees 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 departure dates, departure cities, itinerary sequence, trip direction, airlines, hotels, optional excursions, activities, ship assignment or cruise ports-of-call. Additional fees may apply if your group agrees to change to a different itinerary proposed by Encore.

On certain dates, especially holidays, some attractions or activities may be closed. Encore Tours reserves the right to substitute attractions or activities with others of generally similar interest, appeal or value. Such changes are not grounds for withdrawal from the program except as noted under our Cancellation Coverage. Encore Tours may permanently cancel a specific program up to the day the program is scheduled to begin due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability of itinerary specifics, governmental travel restrictions or warnings, health concerns (including but not limited to pandemics) or any other reason in its sole discretion. If Encore Tours cancels a program without offering an alternative program and/or alternative dates for the original program, a full refund will be made within 45 days of the cancellation. However, if Encore Tours offers an alternative program and/or alternative dates for the original program, any cancellation by a participant is subject to our standard cancellation refund policies. In the event of a cancellation or rescheduling of a program for any other reason, participants are limited to our standard refund policies. By registering for a program, you agree that Encore Tours shall have no obligation to refund any amounts to you beyond what is required under the Terms and Conditions under any circumstances and upon registration for a program you agree to waive any and all claims for additional refunds or compensation no matter the reason beyond what is stated in the Terms and Conditions.

## FINALIZING DEPARTURE DATES

Encore Tours reserves the right in its sole discretion to reassign participants to another departure date and/or itinerary. Encore Tours will notify group leaders of their group's exact day of departure, and the group leader, in turn, will be responsible for informing participants.

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## DEPARTURE INFORMATION

At Encore's discretion, one of JFK, LaGuardia and Newark airports will typically be used for New York departures and Dulles and National airports will typically be used for Washington D.C. departures. However, Encore Tours reserves the right to use alternate airports in a city at its discretion. Participants who change departure cities 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. However, 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 any delays. Encore books regular economy class seats and is unable to accommodate requests for any type of upgrade due to the terms and limitations of our airline group travel contracts. Participants interested in a seating upgrade will be charged a \$150 Upgrade Fee, plus additional airline charges. These charges may also be subject to different cancellation policies as upgraded tickets are handled outside our group contract and may be non-refundable under airline policies upon purchase.

## TICKETS AND FINAL DETAILS

The specific flight itinerary will be made available at least 45 days prior to departure. Airline ticket information will be sent only if full payment and the signed release from all participants has been received by Encore Tours. Please note that Encore only sends travel documents directly to the group leader, to individuals who are traveling from different cities than the rest of the group and to participants registering without a group leader.

## LUGGAGE

Due to airline and bus restrictions the limit is 50 lbs. per person, which includes one suitcase and one small carry-on item. Any airline baggage fees are the responsibility of the traveler. Luggage travels at the risk of the participant, and Encore Tours is not responsible for any delay, loss or damage of or to luggage or its contents. Most airlines strictly adhere to a policy of one carry-on bag. Please check with the specific air carrier involved in your program directly for their specific baggage liability limitation. Participants are responsible for any and all airline luggage fees. Airlines are generally not responsible for any act or event occurring when the participants are not on board their planes or conveyances. The airline regulations and the participant's contract with the airline, when issued, shall constitute the sole contract between the airline and the participant. Any and/or all transportation companies mentioned herein or arranged by Encore Tours in connection with your program shall have no 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 groups are generally accompanied by an Encore Tour Manager. On cruises and programs to Africa, Canada, China, Latin America, the Pacific and the U.S., 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. For custom designed itineraries, Encore Tours reserves the right to charge a small group surcharge in the event the original projected participant numbers which were provided by the group leader and upon which the itinerary's costing was based are not attained. It is at the group's discretion whether to accept the small group surcharge or modify the itinerary as suggested by Encore Tours.

## RESTRICTIONS ON ENCORE TOURS LIABILITY

Notwithstanding any other provision of these Terms & Conditions, you acknowledge and agree that Encore Tours, its owners, parent entities, subsidiaries, affiliates, directors, officers, agents, employees, the group leader, and host schools, including any person or entity employed or utilized by Encore Tours or host schools in any foreign country, shall not be liable for any injury, loss, damage, accident, delay or expense experienced by you for any reason in connection with Encore's failure or delay in performing any of its obligations hereunder occurring as a result of events beyond its control, including, without limitation, acts of God, war, terrorism, strikes, lockouts, incidents of politically-motivated violence or sanctions, sickness or quarantine, partner bankruptcies or discontinuance of services, government restrictions or regulations, pandemics, or health concerns. 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 Terms and Conditions that apply to your program or the Protection Plan in which you participate. This limitation of liability also pertains to Encore Tours, absent its own gross negligence, in its use of any vehicle or other method of transport or from Encore's 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, vendor, agency, company or individual.

## 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 arrival city in the United States or at the end of the Encore Tours program for which you have registered. Please note that the descriptions in the catalog or promotional brochure are sample program descriptions only. Your actual itinerary may be reversed or may vary 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 apply to any program except as expressly stated by Encore Tours in the Terms and Conditions.

## 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/MEALS

Traveling abroad with Encore Tours will require the ability to walk certain 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 and for which Encore Tours cannot provide alternative accommodations. Special meals and/or medical supervision will not be provided by Encore Tours.

Encore Tours offers and provides services on a fair, equitable and nondiscriminatory 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.

## ALLERGY INFORMATION

We take the risk of allergic reactions seriously. Please inform Encore and your group leader immediately with any serious allergy concerns. It is important to note, that while we will communicate all allergies that we are expressly told about by a participant to our suppliers, it is not possible to guarantee 100% allergen-free food. So, if your allergies are severe please consider the danger, and traveling on tour will be at your own risk. In all instances the participant shall be responsible for taking precautions against potential allergic reactions, and in no event shall Encore Tours be liable for any adverse allergic reaction caused suffered by any participant.

## 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 program 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 provided and/or organized by Encore Tours (including the possibility of biking, horseback riding, water-based activities and homestays), and I hereby assume all risks of loss and injury that may be incurred, directly or indirectly, as a result of my participation in any and 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 I must adhere to Encore Tours' behavior Guidelines (available through my ACIS online account) while traveling and I acknowledge I have read and agree to follow such rules and regulations specified therein. I understand that Encore Tours will not 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 program and my participation cancelled, subject to Encore Tours' stated refund policies.
- I will indemnify Encore Tours, its owners, parent entities, subsidiaries, affiliates, directors, officers, agents, employees, the group leader, school, school officials, host schools, including any person or entity employed or utilized by Encore Tours or host schools in any foreign country and hold them harmless for any liability, damages or obligation which I personally incur or sustain, or which I cause or contribute to causing to others, while participating on an Encore Tours program.
- I understand it is my/my guardians' responsibility to meet the group leader accompanying me on a program with Encore Tours and satisfy myself/themselves as to the appropriateness of the group leader to meet my needs and I/my guardian will discuss with the group leader any special requirements for me that are requested.
- I understand that Encore Tours reserves the right to reassign participants to a replacement group leader should the original group leader fail or be unable to 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 social media content). I hereby consent to such use of my content, comments or photographic/video likenesses without the need for additional prior approval or consent.
- 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 owners, parent entities, subsidiaries, affiliates, directors, officers, agents, employees, the group leader, and the host schools, including any person or entity employed or utilized by Encore Tours or host schools in any foreign country, from all claims of or for liability, injury, loss, damage, accident, or expense in connection with a delay or failure of Encore Tours to perform its obligations hereunder arising or occurring as a result of events beyond its control, including, without limitation, acts of God, war, terrorism, strikes, lockouts, incidents of politically-motivated violence or sanctions, sickness or quarantine, partner bankruptcies or discontinuance of services, government restrictions or regulations, pandemics, or health concerns. Encore Tours will not provide any refund, travel credit, or postponement of travel, except to the extent provided under the Terms and Conditions that apply to your program or the Protection Plan in which you participate. This limitation of liability also pertains to Encore Tours, absent its own gross negligence, in its use of any vehicle other method of transport 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, vendor, agency, company or individual.
- If my local municipality, school, school board, school administration or similar group is officially sponsoring this program, 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 program assumed by that organization. In the absence of such a written notification, I understand that the program is not officially sponsored or supported by my municipality or my school system, although they may, as a courtesy to the teacher involved, allow school or municipal premises or services to be used in connection with planning for the program. Therefore, my local school, school board, school administration, school officials, municipality and municipal officials have no liability or responsibility whatsoever with respect to the programs unless they expressly inform me otherwise in writing, and by going on an Encore Tours program 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 program.
- I understand that Encore Tours reserves the right to make changes to the program and/or program fee as described in the Encore Tours Terms and Conditions, without liability for refund or otherwise.
- 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. I acknowledge that such visas are not obtainable on the spot overseas. Whether I am a U.S. citizen or not, Encore Tours will not be liable and I will hold Encore Tours 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; if this were to occur, I understand and acknowledge the standard refund policy will apply.
- I understand that Encore Tours may provide without charge a rerouted or rescheduled itinerary if the U.S. Department of State issues a Level 4 Travel Advisory that Americans should not travel to any country scheduled on the itinerary and the official Level 4 Travel Advisory is in effect within 90 days prior to departure. In all cases Encore Tours reserves the right to cancel, alter, relocate or postpone programs as it determines necessary without liability.
  - I acknowledge, agree to and fully accept the terms of the refund policy as outlined below and in the Encore Tours Protection Plan Summary, including the following:

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

- \*If the withdrawing participant has paid \$1,300 or less at the time of withdrawal and the withdrawal is fewer than 65 days before departure, there will be no refund. Cancellation/Refund Policies may differ for domestic programs; 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 to the Encore Tours office or via email from an email address associated with the account of an adult traveler or guardian of the student traveler.
- I understand that group leaders who travel with their participants will receive complimentary benefits from Encore Tours or its affiliates as compensation for chaperoning, preparation and organization of the educational travel program.
  - I agree that any and all disputes 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 Suffolk County, Massachusetts. I agree that if I do not substantially prevail in the arbitration, I will be responsible for Encore Tours' expenses, including lawyers' fees, incurred by Encore Tours in participating in the arbitration. The decision of the arbitrator shall be final and non-appealable. I understand that by signing this agreement, I am giving up my right to have any claim against Encore Tours decided in a municipal, state or federal court before a judge or jury.
  - This agreement shall become effective when my application is accepted by Encore Tours and shall be governed by the laws of the Commonwealth of Massachusetts. This agreement cannot be modified except in writing by Encore Tours.