

TOURDCWITHUS

BOOKING TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions apply to any **John Wynn Middle School**, DC trip, Group, organized and operated by TourDCwithUS.

This document serves as the contract for the supply of this trip between **John Wynn Middle School passengers** and TourDCwithUS.

Your contract incorporates these terms and conditions, and by making a booking with us you confirm your acceptance of these terms and conditions to the exclusion of any other terms and conditions which you may seek to apply to the contract.

In these terms and conditions:

“We” or “us” or “our” means TourDCwithUS.

“You” means the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these terms and conditions.

“Participant” includes you or any other person taking part in the trip.

A. BOOKING AND PAYMENT

A.1 YOUR RESERVATION

A.1.1 When you make a booking, we will provisionally reserve your trip on the basis of these terms and conditions. A binding contract between us will come into existence only when we have received your deposit (or if applicable full payment) and send our Confirmation Invoice to you. Prior to doing so, we may send you an acknowledgement of receipt of the deposit. Any such acknowledgement simply indicates that we are dealing with the booking and is not a confirmation of it.

A.1.2 Please check the Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. While we will do our best to correct any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

A.2 OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A.2.1 We reserve the right to alter prices shown in any of our brochures or on our website or in any literature that we send to you, and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, except in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions.

A.2.2 Deposits are \$250 per participant. Deposits are payable at the time of booking. The balance of the total price must be paid at least 45 days prior to the trip commencing. In this case, the deposit is \$250/passenger, with the rest to be collected monthly as parents make payments to **TourDCwithUs, LLC**. If you add any passengers, you accept that a price change may be involved. You will not be confirmed on the trip until we receive the relevant deposit and if the balance is not paid by the due date then we shall have the right to cancel your booking and retain any deposit.

A.2.3 Payment of deposits and final payments can (unless otherwise advised) be made by check made payable to TourDCwithUS. Payments can also be made by direct credit transfer into our bank account (details of which will be provided to you upon request) or by debit or credit card. Please note that for payments made by credit and debit card a charge of 3% or more will be added by the payment portal to the amount payable.

B. CHANGES AND CANCELLATION BY US

B.1 IF WE CHANGE YOUR ARRANGEMENTS BEFORE DEPARTURE

B.1.1 We hope and expect to be able to provide you with all the services we have confirmed to you. However, given the nature of our trips and their locations, you are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a “Significant Change” we will advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a significant change of destination arising otherwise than as a result of circumstances beyond our control.

B.1.2 In the case of a Significant Change before your departure we will provide you with three alternatives:

B.1.2.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.1.2.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B.1.2.3 cancel your trip following the procedures laid out by the travel insurance policy in force.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control where clause H.1 will apply.

B.2 IF WE CANCEL YOUR ARRANGEMENTS

B.2.1 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However, we will not cancel your arrangements less than 30 days before the trip commences unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your trip arrangements, we will provide you with three alternatives:

B.2.1.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.2.1.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B2.1.3 cancel your trip arrangements with a full refund of all monies paid minus \$250 per passenger.

Any alternative arrangements or cancellation must apply to all persons included in your booking.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control (in which case clause H.1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B.2.2 applies.

B.3 ANNUAL PRICE CHANGES

B.3.1 We regret that the price of our trips can only be maintained if a sufficient number of people agree to take part and pay all sums due. Assuming that **John Wynn Middle School** travels with TourDCwithUS annually, we will work out a quote and make every effort possible to keep the price the same. If the price must go up, we will give you the option to pay the difference in the cost of the trip if you would like to participate in the same tour on the same dates. If this not possible, you will then have the choice of reworking the itinerary together with the option, if possible, of the same trip departing on a different date.

C CHANGES AND CANCELLATION BY YOU

C.1 IF YOU CHANGE YOUR BOOKING

C.1.1 If you want to change your trip in any way you must inform us in writing or over the phone as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C.1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we may also apply an administration charge for each item you want to change, together with any further costs we incur, for example with our suppliers, in making any change.

C.2 IF YOU CANCEL YOUR BOOKING

C.2.1 If you wish to cancel your trip, you must write to us. Unless notice of cancellation is received prior to the issue of our Confirmation Invoice, we will levy a cancellation charge on the scale shown in the table set out in clause D.1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.

C.2.2 If you are unable to take part in the trip, you may be able to transfer your place to someone else suggested by you and acceptable to us subject to the following:

C.2.2.1 You must write to us with full details of who you would like to go instead. We must receive this information at least 14 days before departure.

C.2.2.2 If the change can be made, you will have to pay an amendment fee of \$100 together with any extra costs we incur or are asked to pay in order to make the change.

C.2.2.3 Anyone who takes part in the trip instead of you must agree to these terms and conditions.

D CHANGES AND CANCELLATION CHARGES

TOURDCWITHUS is purchasing a CANCEL FOR ANY REASON (CFAR) travel insurance policy for every member of the trip. BY SIGNING THESE TERMS AND CONDITIONS YOU AGREE TO FILE AN INSURANCE CLAIM IN THE EVENT OF TRIP CANCELLATION EITHER BY YOU OR BY JOHN WYNN MIDDLE SCHOOL. THROUGH THIS CONTRACT YOU AGREE NOT TO APPLY FOR A REFUND FROM TOURDCWITHUS IN THE EVENT OF CANCELLATION. YOU WILL RECEIVE A REFUND IN THE AMOUNT LAID OUT IN YOUR POLICY (typically 75% of what you paid towards the trip). IT IS ILLEGAL TO RECEIVE A REFUND FROM US AS WELL AS FROM THE INSURANCE COMPANY. THE TRAVEL INSURANCE POLICY IS IN PLACE TO PROTECT TOURDCWITHUS AS WELL AS OUR PARTNERS AND VENDORS FROM FINANCIAL LOSS IN THE EVENT OF PASSENGER CANCELLATION.

In the unlikely case that an individual is not properly insured, the following sets out the sums normally payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your trip arrangements as a result of:

(a) matters outside of our control when clause H.1 shall apply or

(b) where your booking was accepted "subject to availability" or similar and the trip arrangements are not available

Period before trip commences in which notice of cancellation or Significant Change is received

More than 90 days

Amount you will receive from us if we make a Significant Change: "\$0"

Cancellation Charge if you/the school cancels: "Return of monies paid minus \$200 per passenger"

More than 60 days but less than 90 days

Return of monies paid minus \$200 per person

More than 30 days but less than 60 days

You will receive 50% of what was paid towards the trip as of the date of cancellation.

Less than 30 days

You will receive 25% of what was paid towards the trip as of the date of cancellation.

Less than 15 days

NO REFUNDS

E. LIMITATION OF OUR LIABILITY TO YOU

E1 If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you compensation. However we will not be liable where any failure in the performance of the contract is due to:

E.1.1 you; or

E.1.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or

E.1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

E.2 Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost payable to us by you for your place on the trip.

E.3 Should you suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

E.4 Our liability will also be limited in accordance with any relevant international convention in relation to the provision of travel or accommodation services which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in such conventions.

E.5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for while on the trip and which are not included in the price of the trip, are not part of the trip arrangements provided by us. For any such excursion or other tour that you may book, the contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursions or tours or for anything that happens during the course of its provision by the operator even if a member of our staff accompanies the relevant tour or excursion.

E.6 The provisions of clauses E.1 to E.5 inclusive are in addition to any other limitation of liability contained in these Terms and Conditions

E.7 Nothing in these Terms and Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H.6

F YOUR RESPONSIBILITIES

F.1 SPECIAL REQUESTS

If you have a special request (including dietary requirements), we will do our best to help, but we cannot guarantee it except as set out below. We promise to comply with any special request which we have specifically agreed to and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to departure or should be paid for locally.

F.2 HEALTH PRECAUTIONS, SAFETY AND ACCOMODATION

F.2.1 We will provide general advice to you as to what vaccinations and other health precautions are usually required for your destination or activity. It is your responsibility to verify such advice with appropriately qualified medical personnel and that you have received any necessary or advisory vaccinations or medication. We reserve the right to require you to produce evidence of such vaccinations or medication and may cancel, without payment of compensation, your place on the trip if any such vaccinations or medication have not been obtained. It is your responsibility to ensure that you take any necessary medication whether before, during or after the trip. Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the trip. Any such advice given by us should not be regarded as a substitute for specific and detailed medical advice for you, and you should raise any particular concerns with your own doctor.

F.2.2 Some of our trips involve strenuous activity in remote regions, and it is your responsibility to ensure that you have the necessary level of fitness and health to complete the trip. You may be required to complete a Medical Declaration form and full particulars must be given of any previous or existing conditions that may affect your ability to complete the trip. You may be required to authorize disclosure by us of any such conditions to any medical personnel that we or our suppliers may use in connection with the trip or while on the trip. We reserve the right at any time to require you to produce medical evidence of your ability to complete the trip. We reserve the right to cancel your place on or to leave the trip, even if the trip has already commenced, and without repayment of any sums paid or other compensation, should any information on any Medical Declaration form be incorrect.

F.2.3 While on the trip you are required to adhere at all times to the advice and instructions given by staff retained by our suppliers to supply any services which form part of the trip.

F.2.4 If you fall ill or suffer an injury or, in our supplier's opinion, are not able to continue with the trip, we reserve the right, following consultation with you, to require you to either leave the trip entirely or for a period, or to not take part in a particular aspect of the trip. This may involve having a chaperone stay behind or accompany a student who is required to miss part of the tour. No compensation will be given by TourDCwithUS for the adult or student in this situation. Any claim to compensation can be made through the travel insurance provider and we will sign all applicable paperwork they may provide.

F.2.5 You should be aware that due to the nature of our trips you will be required to share washing facilities and bedrooms/dormitories.

F.4 INSURANCE

F.4.1 You must be covered by appropriate travel insurance (including medical, air evacuation, rescue and repatriation insurance). Such insurance must be on such terms and for such minimum cover as we may approve, such approval being dependent on the nature of the trip and we will advise you prior to booking of the particular insurance requirements for the trip in question.

F.4.2 You are responsible for ensuring that all information provided to any insurance company is correct and misleading and we cannot be responsible for any problems that may arise as a result of any policy of insurance becoming invalid as a result of any error or omission in respect of such information.

F.4.3 Notwithstanding the above it is your responsibility to ensure that the cover provided is suitable and adequate for the trip and your particular needs.

If you decide to decline travel insurance, you acknowledge through these Terms and Conditions that you agree not to hold TourDCwithUS, the Tour Director, or suppliers responsible for any problems or costs that may arise that could have been covered by a travel insurance policy.

F.5 BEHAVIOR

F.5.1 While we shall make an effort to provide advice on health, safety, and security matters before and while on the trip, you must accept that you must behave responsibly in relation to your own safety and security and that of others on the trip.

F.5.2 We are committed to responsible and sustainable tourism. While on tour, you are expected to respect and obey the laws, culture, and customs of the destination, treat others on the trip and locals with respect and courtesy, observe and obey any instructions, directions, advice, rules, and regulations given or imposed by us or those organizing any particular activities.

F.5.3 You will be personally liable for any damages suffered to property or by us or any third party (including loss of business or reputation)

F.5.4 In the event of you failing to comply with the terms of this clause F.5, we and our suppliers reserve the right in our absolute discretion to require you to leave the trip if your behavior falls short of the standards expected by us and our suppliers. In such circumstances no compensation of any sort (including the return of any monies paid) shall be payable by us and all rights are reserved by us against you. If there are extra costs incurred for changing the airline reservation because a passenger is sent home early, this burden of cost will fall on the passenger or guardian of the passenger and may or may not be payable through the travel insurance policy.

G. IF YOU HAVE A COMPLAINT

If you have cause for complaint while on the trip, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not resolved locally, please follow this up within 1 week of your return home by email to us at grouptours@tourdcwithus.com giving all relevant information. If you fail to follow this simple procedure we may not be able to deal with your complaint.

H. MISCELLANEOUS

H.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, war or threat of war, civil strife, industrial disputes, government shutdowns, natural disaster, bad weather, epidemic/pandemic or terrorist activity.

H.2 DATA PROTECTION

Information about you, including names, contact details, and any special needs, disabilities, or dietary requirements is collected by us. We may disclose this information to our service providers for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept you on the trip. From time to time we may contact you by mail or email with information about further trips. If you do not wish to receive such information, you should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to us at info@vafeltre.com. For further information please refer to our Privacy Policy which is available at www.vafeltre.com.

H.3 PUBLICITY AND USE OF IMAGES

We reserve the right to take photographs or films of the trip and to use the same in a responsible way in our promotional literature and on our website. We may also reproduce any comments that we receive from you in such literature and on our website unless you do not consent to such use. If you do not agree to the use of your image for the above purposes then we must be informed prior to the trip commencing.

*** We try, as much as possible, to include photos on our website and marketing materials of actual trip participants versus simple stock photos. In the current digital age, we understand and respect the right to decline. ***

H.4 ACCURACY OF INFORMATION

All specific information supplied in any pre-departure Trip Summary or Information Pack or on our website is correct at the time of publication. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of trips we undertake and the countries visited and should not be regarded a representation forming part of the contract with you.

H.5 JURISDICTION/GOVERNING LAW

Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the trip must be brought in the Courts of The United States of America only. US law (and no other) will apply to your contract.

H.6 COMMUNICATIONS

Please note that we generally communicate with our customers by email. By making a booking with us you agree to such electronic communication method being used. Please be aware that the responsibility is on you to ensure that your email details are kept up to date, that your email system is operating correctly (including checking that any spam filters are not preventing receipt), and that you check for emails from us on a regular basis, as we cannot be responsible for any losses or inconvenience suffered as a result of your email system not operating correctly and/or your failure to check email communications regularly.

Signature of John Wynn Middle School Participant's Parent or Guardian

Printed Name

Relationship to Participant

Date
