

Terms & Conditions

What is Included in the Program Fee?

Round-trip air transportation from the designated U.S. departure city; all breakfasts, select lunches and dinners as indicated on the program itinerary; wine with select meals; accommodation in double rooms; service of a tour manager and tips (except to tour manager, long distance bus drivers and aboard cruise ships); a luggage allowance of one medium-sized suitcase and one carry-on bag; portorage at hotels.

What is not Included in the Program Fee?

Non-refundable passport fees; non-refundable Comprehensive or Ultimate Protection Plan fees; beverages with meals (except where indicated on the program itinerary); laundry; any airline baggage charges; optional excursions; extensions; tips to tour manager, long distance bus driver and cruise ship staff; 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 Australia, Brazil, Cambodia, China, Egypt, India, Russia, Turkey, Vietnam and other destinations which have visa requirements (Note: Visa and visa processing costs for non-U.S. citizens may be higher); transportation from participant's home to the airport of departure and back; weekend surcharge of \$40 (prior to May 25) or \$50 (May 25 onwards) in each direction if the departure or return dates fall on a Friday, Saturday or Sunday; 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; surcharges due to changes in currency; any mandatory new or increased fees/taxes/fuel surcharge levied on airline tickets, hotels, transportation, land services or at ports of entry/exit.

Single Rooms

Participants may request a single room for \$60 per hotel night (or \$100 aboard cruises). All special rooming requests must be received in the Travel & Company Boston office 90 days prior to departure. In many cases, single rooms, though assuring privacy, are smaller and not as well situated as double rooms, and are subject to availability.

Galapagos & Custom Tours

Due to advance reservation fees, Travel & Company reserves the right to change the non-refundable portions of the program fees. Penalties will depend purely on the refund policy of the local operators. Higher initial deposits may also be required in order to hold reservations and may be non-refundable in the event of a cancellation.

Enrollment Deadlines/Waiting List

Registrations are processed in the Travel & Company Boston office only upon receipt of a completed and signed registration form together with the appropriate payments. Travel & Company reserves the right to refuse any registration at its sole discretion or when Travel & Company 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 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 Travel & Company.

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 6.

Returned Checks

Travel & Company will assess a \$50 Return Check Fee for each returned check. Travel & Company 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 2.

Can I Change My Passport Name?

Travel & Company 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, Travel & Company 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. Travel & Company will invoice participants a \$175 Alternate Return Fee plus 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 Travel & Company 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 Travel & Company 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 Travel & Company in writing. The airline used is at the discretion of Travel & Company. Confirmation of special flight arrangements

is subject to availability and will normally be made within 30 days of departure. No extensions to your stay may be made at the beginning of your tour.

Buying Your Own Airline Ticket

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. Travelers may choose to purchase only the land portion of trips traveling to Western Europe, Costa Rica and select other destinations, contact Travel & Company for more details. They must make their own round trip travel arrangements and join the program at the first hotel accommodation. Neither Travel & Company 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 this option, Travel & Company will register you as a "No Air Fare" (NAF) traveler and you will be charged the "Land Only" price. Participants who change from a Travel & Company 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. Travel & Company 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.

Airline Business Class Upgrades

Please contact Travel & Company if you are interested in a price quote for an airline business class upgrade.

Optional Excursions, Extra Days, Extensions, and Special Requests

A minimum of 15 paying participants is required for Travel & Company to operate optional excursions (based on whole group participation), extra days or extensions offered on selected programs as noted in the individual program itineraries. The deadline to enroll and pay for all optional excursions, extra days and extensions is the full payment deadline outlined on page 2. Extra days, extensions, homestay/language courses or special requests are only available when all group members (in groups numbering at least 15) participate. They may not be selected on an individual basis. Cancellation or unavailability of optional excursions, extra days or extensions shall not entitle participants to cancel basic programs. Once paid, optional excursions, extra days and extensions are not refundable. Extra days include: hotel accommodations, dinner, transfer to the airport and the services of a Travel & Company Tour Manager. Travel & Company is able to operate extra days for groups between 10-14 paying passengers for the same price, but dinner will not be included.

Changes in Itineraries and Program Assignment

Travel & Company reserves the right to make changes in fees, departure dates, departure cities, itinerary sequence, trip direction, airlines, hotels, optional excursions, activities, ship assignment or cruise ports-of-call. On certain dates, especially holidays, some attractions or activities may be closed. Travel & Company reserves the right to substitute attractions or activities. Such changes are not grounds for withdrawal with full refund except as noted under "Refunds." Travel & Company may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability or any other reasons. If a trip is cancelled by Travel & Company, a full refund will be made within 45 days. This is Travel & Company's sole liability.

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Finalizing Departure Dates

Travel & Company 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. Travel & Company reserves the right to use alternate airports in a city at its own discretion. Participants who change departure gateways 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

Travel & Company primarily utilizes regularly scheduled flights. Travel & Company flights are booked aboard Aer Lingus, Aerolineas Argentinas, Aero Mexico, Air Europa, Air France, Air India, Air New Zealand, Alitalia, American, Austrian Airlines, British Airways, British Midland Airways, Continental, CSA, Delta, Finnair, Iberia, Icelandair, KLM, Lacs, Lan Chile, Lufthansa, Northwest, Olympic, Qantas, Taca, TAP, SAS, Spanair, Swiss, United, US Airways, Virgin Atlantic and other regularly scheduled airlines. Equipment, routing and itinerary for particular flights may be modified by the direct air carrier or by Travel & Company. 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. Travel & Company 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 and specific hotel assignments will be available at least 30 days before departure. Airline tickets will be sent at this time only if full payment and the signed release from all participants has been received. Please note that Travel & Company only sends tickets and 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 44 lbs. per person, which includes one suitcase and one small carry-on item. Luggage travels at the risk of the participant, and Travel & Company is not responsible for any delay of or loss or damage to it or its contents. 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.

Tour Managers

Travel & Company groups are generally accompanied by a Travel & Company Tour Manager. Travel & Company Tour Managers do not normally accompany groups on homestay/language course extensions. On cruises and programs to Africa, Canada, China, Latin America, the Pacific and the U.S., local representation may be provided instead.

Group Size

Travel & Company reserves the right to offer small groups an alternate itinerary which goes to the same general area or pay a small group surcharge. It is at the group's discretion whether to accept the alternate trip or pay the surcharge in lieu of a full refund less the \$300 Deposit, the Comprehensive Protection Plan fee, and the Ultimate Protection Plan fee. For custom designed itineraries, Travel & Company 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 transfer to a catalog program suggested by Travel & Company.

Letters of Consent

Travel & Company requires participants under 18 years of age to carry a letter of consent signed by both parents/legal guardians in order to participate in programs to Argentina, Belize, Brazil, Canada, Chile, Mexico and New Zealand. It is also required that your group leader has a copy of this letter. Letters of consent may be required for other destinations not listed here. Contact your group leader for details.

Additional Information

Effective date of coverage is the day you depart for the Travel & Company 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 Travel & Company program for which you have registered. Travel & Company, its affiliates, directors, officers, employees or the group leader, including any person or entity employed or utilized by Travel & Company 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 Travel & Company'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, agency, company or individual. Please note that the descriptions in the catalog, promotional brochure or website 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 Travel & Company. No warranties, terms or conditions apply to any program unless expressly stated in this brochure or expressly stated in writing and signed by Travel & Company, 343 Congress Street, Suite 3100, Boston, MA 02210.

Financial Security

Travel & Company shares the coverage available under the United States Tour Operators Association ("USTOA") \$1 Million Travelers Assistance Program with affiliates of ACIS 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 Travelers Assistance Program, the advance payments of ACIS customers in the unlikely event of ACIS bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by ACIS may be sufficient to provide only a partial recovery of advance payments received by ACIS. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, NY 10016, or by email to information@ustoa.com or by visiting their website at www.USTOA.com

Golf Tours

Due to advance reservation fees at some golf courses, Travel & Company reserves the right to modify the non-refundable trip deposit. Penalties will depend purely on the refund policy of the golf course in question. Higher initial deposits may also be required in order to hold certain tee-time reservations and may be non-refundable in the event of a cancellation.

Special Provision

Traveling abroad with Travel & Company 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 Travel & Company cannot and does not control. Special meals and/or medical supervision cannot be provided.

Travel & Company 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. Travel & Company complies with all laws prohibiting discrimination.

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CONTACT TRAVEL & COMPANY

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Travel & Company Release

- 1) 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 Travel & CompanySM, a division of the American Council for International Studies, Inc. ("ACIS®"), hereby acknowledge that I have read and agree to the Travel & Company 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 Travel & Company including sections concerning responsibility, refunds and changes in dates, cities, hotels and prices.
- 2) I voluntarily consent to participate in all activities provided and/or organized by Travel & Company, 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 Travel & Company. I also authorize Travel & Company to arrange for professional care and treatment for myself in case of a medical emergency. I agree that if I become ill or incapacitated, Travel & Company 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 Travel & Company from any liability for the quality and timeliness of any such medical care received or for any expenses incurred. I understand that if my actions or behavior while traveling are detrimental to the group's overall enjoyment of the tour, Travel & Company may remove me from the tour itinerary. I understand that Travel & Company cannot accept responsibility for travelers' behavior. I understand that if I am disciplined by civic authorities, I may be declared ineligible for the trip and my participation cancelled, subject to the refund policies stated below.
- 3) I will indemnify Travel & Company, its affiliates, agents, directors, employees, and my group leader, 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 a Travel & Company program.
- 4) I understand it is my responsibility to meet the group leader accompanying me on a trip with Travel & Company and satisfy myself as to the appropriateness of the group leader to meet my needs and I will inform the group leader of any special requirements for me.
- 5) I understand that Travel & Company reserves the right to reassign participants to a replacement group leader should the original group leader not participate in the program for any reason.
- 6) 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.
- 7) I understand that future Travel & Company, ACIS and AIFS advertising and publicity material may include statements made by participants, or their photographs, and I consent to such use of my comments or photographic/video likenesses.
- 8) I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that Travel & Company is providing, as part of the \$300 Deposit, basic protection coverage (see page 4) for my benefit, including limited health, accident and life insurance in the event of injury or illness while on a Travel & Company program, as well as limited program

cancellation or interruption insurance if I fail to participate or am delayed in connection with a Travel & Company 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.

- 9) I hereby waive and release Travel & Company, its affiliates, agents, directors, officers, and employees and my group leader, including any person or entity employed or utilized by Travel & Company 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 Travel & Company'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 service, hotel, restaurant, school, university, or other firm, agency, company or individual.
- 10) If my local municipality, club/association or similar group is officially sponsoring this trip, I will receive written notification of that fact from my local municipality 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 similar group, although they may, as a courtesy to the group leader involved, allow municipal premises or services to be used in connection with planning for the trip. Therefore, 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 a Travel & Company 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.
- 11) I understand that Travel & Company reserves the right to make changes in the program and in program costs as described in the Travel & Company catalog, program brochure, website and itinerary description without liability for refund.
- 12) 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, Travel & Company 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.
- 13) I understand that Travel & Company provides, without charge, program cancellation and program interruption protection 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 Travel & Company in its sole judgment decides to operate its program, I may withdraw and receive from Travel & Company, under my protection coverage, a full refund

less the \$300 Deposit, Comprehensive or Ultimate Protection Plan fee and any visa fees, or after the trip has already commenced, I may withdraw and Travel & Company 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, Travel & Company's standard refund policy shall apply. A copy of the protection brochure describing this coverage is available upon request. In all cases Travel & Company reserves the right to cancel, alter, relocate or postpone programs as it determines necessary without penalty.

- 14) I acknowledge acceptance of the terms of the refund policy as outlined below and in the Travel & Company Terms and Conditions, including the following:

| If a participant withdraws this many days before departure | The refund consists of all payments LESS: |
|--|---|
| 74 to 65 days | \$370 and \$300* |
| 64 to 30 days | \$795 and \$300* |
| 29 days or less | No Refund |

*The \$300 Deposit Fee is non-refundable after 14 days of registration and non-transferable. If the withdrawing participant has paid \$1,095 or less at the time of withdrawal less than 65 days before departure, there will be no refund. Cancellation/Refund Policies may differ for U.S. trips; contact Travel & Company for more details.

I understand that the above chart is the Basic Protection Plan cancellation/refund policy of Travel & Company and that participants may have purchased an upgraded plan.

I understand that all refund requests must be in writing and addressed to Travel & Company, 343 Congress Street, Suite 3100, Boston, Massachusetts 02210. In the event an airline ticket has been issued on my behalf, I understand that my group leader and I are responsible for returning the ticket to Travel & Company before my refund may be processed.

- 15) I understand that group leaders who travel with their participants will receive complimentary benefits from Travel & Company or its affiliates as compensation for chaperoning, preparation and organization of the travel program.
- 16) I agree that any dispute with Travel & Company will be submitted to binding arbitration, to be conducted substantially in accordance with the rules of the American Arbitration Association. Unless Travel & Company 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 Travel & Company's 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 Travel & Company decided in court before a judge or jury.
- 17) This agreement will be effective when my application is accepted by Travel & Company and shall be governed by the laws of the State of Connecticut. This agreement cannot be modified except in writing by Travel & Company.

Note: Please be sure that the appropriate signatures appear on the reverse side of this form in the section designated "signatures."

