

# TERMS & CONDITIONS

**1. Program Arrangement.** Educational Performance Tours, LLC (EPT) and its approved tour agents are responsible for making arrangements for all services included in the package. Each participant shall be financially responsible for his/her own hotel room service, telephone calls, personal expenses and damages. All such assessments charged by the hotel must be paid in full prior to departure. Room assignments shall be made by the Director who shall be appointed by the School. No room changes shall be made without approval of the Director and the EPT staff. Each participant is expected to participate in all scheduled activities. The Director, Advisors and Chaperones shall check to see that participants are present for all program activities. EPT is not responsible for any participant when absent from EPT scheduled activities.

**2. Release.** The School hereby agrees to indemnify and hold harmless Educational Performance Tours, its officers, directors, employees and agents from any financial liability or obligation incurred by either the School or any individual participant and from any injury or damage to the person or property of others which any participant causes or contributes to while participating in an EPT program. Each participant hereby agrees to indemnify and hold harmless EPT and its officers, directors, employees and agents from any financial liability or obligation incurred by that individual participant and from any injury or damage to the person or property of others which that participant causes or contributes to while participating in a EPT program. The School by signing this Agreement and each applicant by signing the program application, releases EPT, its officers, directors and employees from any and all causes of actions, claims and damages of any kind or nature whatsoever arising from any injury, loss, damage, cost, accident, delay, irregularity, or expense arising out of or in any way connected with the performance or operation of a EPT program.

**3. Events Beyond EPT's Control.** EPT shall not be responsible for events beyond its control, such as, without limitation, acts of God, strikes, or governmental restrictions, or for acts or omissions of persons or companies not controlled by it, such as, without limitation, air carriers, bus companies, railways, and hotels. EPT and its officers, directors, employees and agents are hereby released from all claims arising out of such events, acts, or omissions.

**4. Health and Safety Measures.** EPT shall have the right but not the duty, to take whatever action it deems reasonably necessary in regard to the health and safety of any or all participants including, without limitation, obtaining medical treatment on their behalf and transporting them at their own or their parents' expense to their home for medical or other emergency reasons. In addition, at no time should a participant who is ill be left unattended be it a hotel/hospital etc. It is the responsibility of the director/chaperones to be present at all times.

**5. Rules and Standards.** EPT shall have the right to enforce whatever reasonable group rules and standards are announced by EPT. Such rules may include, without limitation, rules regarding attendance at meetings, daily curfew, dress standards, vulgar language and smoking. EPT shall have the right to terminate any participant who fails to comply with any of such rules and return them home at their own or their parents expense with no refund from EPT.

**6. Alcoholic Beverages and Illegal Drugs Not Permitted.** Participants under the age of twenty-one (21) are not permitted to use or have in their possession alcoholic beverages of any kind or illegal or narcotic drugs (other than those prescribed by a licensed physician). Possession of alcoholic beverages or illegal drugs is grounds for immediate dismissal of the participant and return home of that participant by the first available transportation at the expense of the participant or the participant's parents.

**7. Changes.** The programs offered have been designed by EPT many months in advance of departure. EPT shall have the unqualified right to alter or amend such programs and to make any adjustment to the program cost prior to departure in order to meet unanticipated contingencies, including any change in transportation costs, program costs, international exchange rates, or lack of participation in the program. Any such changes in the program, including increases in program prices based on these changes, shall not be grounds for cancellation without penalty. Participation in the program constitutes approval of the itinerary and program costs.

**8. Airline Obligations.** The services of any ARC or IATA member airline may be used in connection with this tour. The responsibilities of the designated carrier in the operation of this tour are limited to the air transportation involved. I understand that direct air carrier's liability in the event of schedule changes, delays, loss of or damage to baggage, or for death or injury to person or property, is subject to and limited by the terms of their applicable tariffs. I understand that promotional fares used in connection with this program are not guaranteed until the tickets have been purchased.

**9. Insurance.** Insurance may be purchased by the School and/or each participant from EPT or insurance carriers of their choice. The School and each participant is encouraged to obtain additional independent insurance coverage. EPT is not providing health, accident or baggage insurance for the School or any of the participants.

**10. Increase and Program Costs.** It is understood that there may be increases in hotel/motel accommodations. In the event of any increases in these costs there will be a corresponding increase in the Program Costs. Aggregate increased costs resulting in up to a 15% increase in the Program Costs shall not give rise to any right on the part of the School or any participant to cancel or terminate this Agreement.

**11. Cancellation.** EPT programs which travel by air are generally booked on promotional fares. These fares have certain restrictions and/or penalties regarding reservations and cancellations. In the event of any cancellation of any reservation after an airline ticket has been issued by the air carrier, the School and/or the participant shall forfeit the amount of the airline cancellation penalty in addition to the other cancellation penalties listed below. In the event the School or any participant desires to cancel a reservation they must do so in writing. Upon cancellation, the participant shall only be entitled to a refund on the following basis and there shall be no other refunds: a. Cancellations received from 60 to 31 days prior to the departure date will be charged a \$100.00 per person cancellation fee plus any cancellation charges levied by the various tour operators and vendors. b. Cancellations received from 30 days or less prior to the departure date will receive NO refunds.

**12. Payments.** Payments are usually divided into 3 equal installments with the final payment due no later than 30 days prior to departure. Airline tickets, motorcoach transportation, sightseeing tickets and other additional services are excluded from the regular payment/cancellation policy and are subject to the individual carriers and suppliers policies. All payments must be made in U.S. currency. Hotel reservations, meal functions, transportation, attraction and tour tickets etc. are subject to cancellation if payments are not received by the due date.