



## NHPBS DISCOVER FRANCE 2023 TERMS AND CONDITIONS

### Delivery of Services

American Expeditions has been engaged to provide certain services to the tour group in which you are participating. Our arrangement is such that we will provide the services after full payment for all passengers that have been deposited in American Expeditions account. When we use the term "American Expeditions" herein, or when we refer to "us" or "we," it refers to American Expeditions, and its affiliates, and their respective successors and assigns. When we refer to "you," the "participant," "traveler," or "travelers," we mean each traveler participating in the travel, whether as a direct participant or as a companion.

### Tour Administration

This tour of France is designed by New Hampshire PBS and American Expeditions. The trip is designed to give NHPBS travelers a flavor of the culture, history, and traditions of France through site visits and commentary from host Willem Lange and friends in France. A portion of the tour proceeds benefits New Hampshire PBS but is not considered a tax-deductible contribution according to IRS regulations. If a minimum number of participants is not reached, NHPBS and American Expeditions reserve the right to re-price or cancel the tour. In the case of cancellation, all payments made will be refunded.

### Changes in the Program

NHPBS and American Expeditions reserve the right to alter the travel program and to make changes deemed necessary for the quality of the program and the comfort, convenience, and safety of the participants. Every effort will always be made to adhere to the printed itinerary, but weather conditions, transportation difficulties, or other circumstances could force the cancellation or substitution of events or specific services.

### Cancellation Fees

By accepting the American Expeditions Payment Terms & Conditions, you acknowledge that you understand that you have signed up for a group tour based on a number of people traveling together. Therefore, your tour price is dependent on a minimum number of people traveling. If the group drops below the minimum number defined, the tour price will go up. Also, if an individual cancellation from the tour brings the group below the designated minimum number, that individual will incur additional cancellation fees. Please inform American Expeditions of all cancellations in writing. All cancellations should be dated and signed. All payments made, even if made for the benefit of or on behalf of group participants, are subject to such cancellation fees. We recommend travelers purchase travel insurance.

### Schedule of Individual Traveler Payments

The following payment instalments are due to the listed dates:

**10/15/2022** - \$1,500.00

**12/15/2022** - 50% of remaining balance (automatically calculated by the payment site based on individual's selected travel package)

**2/15/2023** - Final balance (automatically calculated by the payment site based on individual's selected travel package)

### Individual Cancellations made:

Between **10/15/2022** and **12/15/2022**

American Expeditions will retain a \$200 penalty plus 10% of the total tour cost.

### After 12/15/2022

No refund will be paid (all payments are nonrefundable).

### **Exclusions**

Only services listed in your tour inclusions detailed on the tour's offer are included in your tour price and all other services are not included. For example, unless noted otherwise, the following are not included in Land Package Price: Flights, all flight taxes and fuel surcharges | Drinks with meals | Meals, entrance fees & transportation not listed in the itinerary | Gratuity for tour managers, local guides, and motor coach drivers

### **Travel Documents**

It is the responsibility of the participants to obtain and carry a valid passport, visa(s), and any other documents required by applicable government regulations. Most countries require a passport to be valid six months after entering. Residents of some countries may require special travel documents. Check with your local embassy or consulate. It is solely the participant's responsibility to ensure that all documents needed are completed and current. We will not be held responsible for lack of current and valid entry documents. We will not be responsible for any costs or expenses incurred as a result of incomplete, missing, lost or stolen passports, visas or other travel documents.

### **Flights**

Flight reservations are subject to the specific booking and cancellation policies set forth by the airline. If you book your own flights, or if you book your flights with us but deviate (fly either direction on a different date or airline) from the group, and if the group tour gets delayed or cancelled for any reason, you are responsible (both financially and logistically) for adjusting your travel plans as necessary and any costs associated with that change. No refunds can be given for lost services or you are responsible for any added costs.

### **Travel Insurance**

Because cancellation policies are strictly enforced, **we strongly recommend that you buy comprehensive travel insurance** (covering trip cancellation, trip interruption, baggage and accident/life) before traveling. We also recommend that you review your existing personal insurance policies to ensure you have appropriate coverage to meet your needs, particularly for the risks mentioned below. Several travel insurance options are available through American Expeditions as well as through your insurance agent and other sources.

### **Health**

By sending a deposit toward your trip purchase and returning your Reservation Form (individually or submitted as part of a group list), you certify that you do not have any physical condition or disability that would create a hazard for you or other travelers. Some of our trips require vaccinations. Please consult your physician for pre-departure health advice. We will not be responsible for vaccinations or providing any medical services to any participant.

### **Travelers Needing Special Assistance**

American Expeditions will make reasonable efforts to accommodate the special needs of tour participants. Such participants, however, should be aware that the Americans with Disabilities Act is inapplicable outside of the United States and facilities outside the United States for disabled individuals are limited. American Expeditions does not provide individual assistance to guests for walking, concert performances, dining, or other personal needs. Participants needing such assistance must be accompanied by an able companion to assist them.

### **Baggage Disclaimer**

Although every effort is made to handle tour participants' luggage as carefully as possible, occasionally loss or damage may occur. American Expeditions is not responsible for and does not assume liability or accept claims for loss or damage to luggage due to breakage, theft or wear and tear or through hotel and group carrier handling. It is recommended for your own self-interest and protection that you have adequate insurance to cover these risks.

### **Travel with Children**

American Expeditions welcomes the participation of children travelers on our tours. Please be informed that any minor traveling on an American Expeditions tour is the sole responsibility of the parent and/or guardian, hence the accompanying adult must ensure all rules of safety are followed by said minor. By traveling with American Expeditions, parents and/or guardians release American Expeditions, its suppliers, and its and their respective employees, officers, directors, and agents, and their successors and assigns, of all liability for any risks and/or injuries to, or caused by, the child traveler.

## **Risks**

American Expeditions tours may take participants on tours and to festival locations where facilities, infrastructure, and safety and other standards may be different and less sophisticated from those in a participant's home country. Tours may involve physical activity that can be demanding for some, depending on the condition of the traveler, and involve risk of serious personal injury, including permanent disability and death from accident, illness or the negligence of other persons. In some tour locations, medical facilities and services may not be easily accessible and may not be sophisticated. There are other risks associated with the tours and with traveling in general, such as bankruptcy or insolvency of airlines, hotels, and similar service providers, weather, and theft or loss of or damage to property, and risks inherent in travel by boat, automobile, train, ship, aircraft, or other means of conveyance, and accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance. In addition, some of the services provided in connection with the tour, including lodging, transportation, food service, and local tours and activities, are obtained from independent Suppliers over whom American Expeditions has no control.

## **Responsibility**

Travelers participating in an American Expeditions tour accept these risks and assume full responsibility for any loss, injury, death or damage to them, their family or their dependents or wards arising in connection with their participation, or the participation of their family or wards, in the tours. Travelers must have their own insurance appropriate to their needs and the needs of their family or dependents and wards in respect of such loss, injury, death or damage. In addition, American Expeditions cannot be responsible for a traveler's failure to obtain and carry proper travel documentation. American Expeditions is not responsible for any injuries, damages, or losses in time, money, valuables or any other form, caused to any traveler in connection with acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading by any supplier, mechanical or other failure of airplanes or other means of transportation, or for the failure of any transportation mechanism or schedule changes to arrive or depart on time, sanitation problems, lack of medical care, local laws, weather, abnormal conditions or developments, or any other cause beyond the direct control of American Expeditions.

The cost of all American Expeditions tours is based on all travelers (whether direct group participants, their companions or otherwise) agreeing to this Limitation of Liability, Release and Indemnity. In consideration for participating in the tours, travelers agree not to sue American Expeditions in respect of, and forever release American Expeditions from, all liability for loss and physical or mental injury, direct or indirect, arising in connection with the tour, including without limitation, permanent disability and death, any emotional distress, any loss of services, financial support, aid, consortium or companionship, and any damage to or loss of property — in each case, even if caused in whole or in part by the conduct, including the negligence, of American Expeditions, except where such loss, injury or damage is caused by the reckless or fraudulent conduct on the part of American Expeditions or its employees, guides, shareholders, officers or directors, in which case the traveler retains the right to sue only American Expeditions in respect of that conduct. No employee, agent or representative of American Expeditions has the authority to modify, waive or alter any provision of this Limitation of Liability, Release, and Indemnity.

In consideration for participating in the tours, travelers further agree to indemnify and hold American Expeditions, its employees, officers, directors and agents, harmless in respect of any claims arising in connection with the tour made by: (i) the traveler's family members, dependents or heirs, or (ii) third parties, which the traveler, their estate, their family members, dependents or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from American Expeditions; except where the loss, injury, death or damage is caused by the reckless or fraudulent conduct on the part of American Expeditions or its employees, officers, directors or agents.

## **Itinerary Changes**

American Expeditions will make every reasonable effort to operate all tours as advertised. Travelers should be flexible as situations may arise, voluntarily or involuntarily, that necessitate schedule changes or exceptions to the itinerary. On these occasions, American Expeditions reserves the right to alter or curtail the itinerary and substitute hotels, concert venues and/or travel arrangements as deemed necessary with or without notice, and American Expeditions shall not be liable for any loss of any kind as a result of such changes. If any savings are realized by these changes, American Expeditions will seek to make proportionate refunds to participants, as American Expeditions, in good-faith, deems appropriate. American Expeditions is not required to cancel any trip for any reason including without limitation, warnings or advisory notices issued by the United States Department of State, World Health Organization, or other Warnings or Advisories of any kind.

## **Suppliers**

As a tour operator, American Expeditions organizes and promotes tour programs consisting of certain travel services, including transportation, sightseeing excursions, and hotel accommodations that American Expeditions purchases or reserves from various independent suppliers (collectively "Suppliers"). Although American Expeditions endeavors to choose appropriate Suppliers to provide services on the tours, American Expeditions does not control any of these Suppliers. The Suppliers providing travel services for American Expeditions festivals and tours are independent contractors and are not agents or employees of American Expeditions. As such, American Expeditions will not be liable for any negligent or willful act or omission of any Supplier or any unrelated third party. The services provided by Suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those Suppliers. The liability of the Suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements. American Expeditions shall not be responsible for breach of contract, bankruptcy or any intentional or careless actions or omissions on the part of such Suppliers, which result in any loss, damage, delay, or injury to you or any traveler or group member.

It is the responsibility of each participant to behave in a responsible and safe manner. American Expeditions, in its sole discretion, reserves the right to send home any participant at the participant's expense, including the cost of an escort, if such participant is disruptive of the tour or engages in any illegal activity.

## **Photography and Video**

In further consideration for participating in the tour, travelers agree that American Expeditions, or its designee, may use any photographic or film records of the tours or festivals for promotional and/or commercial purposes, without any remuneration to the traveler.

## **Limitation of Liability**

Travelers agree that this Limitation of Liability, Release, and Indemnity, will apply to a participant's tour with American Expeditions, and any transfer of a reservation to another tour, including any pre-trip or post-trip extensions. This Limitation of Liability, Release, and Indemnity is binding upon the traveler participating in the tour, as well as all members of the traveler's family, dependents, estate, heirs, successors, and legal personal representatives.

## **Agreement**

Each participant, by participating in a tour or other trip under the arrangements of American Expeditions, voluntarily assumes all risks involved in such travel, whether expected or unexpected and consents to the above terms and conditions, including the Limitation of Liability, Release, and Indemnity. Each traveler, by participating in an American Expeditions tour or travel activity, hereby submits to the exclusive jurisdiction and venue of the courts within the State of Vermont, or any federal court sitting in the State of Vermont and waives any jurisdictional, venue or inconvenient forum objections to such courts.

## **ACCEPTANCE OF TERMS AND CONDITIONS:**

By payment of the deposit, whether online or otherwise, including payment through the tour group in which you are participating, the participant certifies that he/she accepts the terms and conditions set forth above on behalf of the group.

Last Updated: 10/5/2022