

# EF's Booking Conditions

These Booking Conditions are valid for all EF tours departing October 1, 2009, through September 30, 2010. If you are traveling on a Customized Tour, please refer to the addendum for these tours. All tours are operated by EF Cultural Travel Ltd., Switzerland, hereafter referred to as "EF".

## What's included on your tour

### What does the Program Fee include?

- Round-trip airfare
- Accommodations in clean, safe hotels with private bathrooms
- Continental breakfast and dinner daily in Europe and Mexico as specified per itinerary (Different meal plans may apply for other destinations.)
- Lunches on cruise ships
- Comprehensive sightseeing tours and excursions led by licensed local guides as specified
- Airport transfers and transportation between destination cities
- Select entrance fees and theater tickets as specified
- An EF Tour Director available 24 hours a day from when you arrive until you depart, for all European, Mexico and Costa Rica tours. In Hawaii and Fiji, a transfer chaperone will assist you to and from the airport. For South America, Africa and some Asia tours, local tour directors will lead your group.
- Support from EF representatives abroad
- EF walking tours, orientation tours and tour director-led sightseeing as specified
- Transportation to and from walking tours via coach or public transportation
- All non-optional gratuities (except on cruises)
- 24-hour worldwide emergency service

If we ever fail to provide you with any of the above, we will promptly refund you its value.

### What is the \$95 Enrollment Fee?

- All travelers must pay the non-refundable, non-transferable \$95 Enrollment Fee upon enrollment.
- After travel is completed on the first tour, repeat travelers will receive a \$100 Repeat Traveler Discount off future tours.\* (Smithsonian Student Travel repeat travelers will receive a \$50 Repeat Traveler Discount off future EF tours.)

### What does the Enrollment Fee include?

- EF's Standard Cancellation Policy and Additional Travel Security as described on p. 13
- EF backpack and luggage tag for each tour
- Online photo journal in partnership with Panraven
- Preliminary processing services by EF staff
- Eligibility for discounts on other EF programs

\*Repeat travelers are paying participants who traveled beginning in 2003. Participants who cancel their tour prior to traveling are not eligible for a Repeat Traveler Discount. The Repeat Traveler Discount is non-refundable and non-transferable.

## What's not included

- Beverages and lunches (except where specified)
- Optional excursions
- Shore excursions on cruises
- Transportation to free-time activities
- Surcharges due to changes in currency exchange rate
- Departure fees (which are subject to changes beyond EF's control)
- Expenses caused by airline rescheduling, cancellations or delays caused by the airlines, bad weather or events beyond EF's control (see next page for details)
- Adult supplement (if applicable)
- Weekend supplement (\$35 for any flight departing Friday, Saturday or Sunday in either direction)
- All-Inclusive Insurance Plan (see third column on p. 13)
- Customary gratuities (for your tour director, local guide, cruise staff and coach driver)
- Passport and visa fees

- Private bathrooms on overnight trains, ferries and cruises
- Portage

**How are departure fees and surcharges assessed?** Departure fees and surcharges are imposed by airlines and governmental agencies. They cover such things as federal or foreign government imposed landing fees, security fees, and energy/fuel increases. These fees and charges are calculated by EF on an average basis of all departures for a particular itinerary. EF evaluates these fees as new information is made available and then updates accounts and invoices accordingly. Your online account and initial invoices will display the current estimate of your anticipated departure fees/surcharges. Participants not on EF's monthly payment plan will be invoiced separately for the departure fees/surcharges payment due at 50 days prior to departure. In the event that airlines alter their fee structure to include surcharges as part of the base fee rather than as an add-on cost, EF reserves the right to adjust accounts and invoices accordingly.

### How are currency fluctuation surcharges assessed?

Prices are based on foreign exchange rates current as of tour pricing and are subject to surcharge if and as exchange rates fluctuate. However, any such surcharges will be limited to not more than \$100 per person per departure.

## Group travel

**How does group travel work?** Group travel requires some flexibility. Depending on your group's size, you will probably be combined with other groups and travel together on the same tour. To best serve groups of all sizes, your requested tour dates and itinerary may be modified. This is why we ask for a range of dates during which your group is able to travel, as well as alternative tour choices.

**How does EF keep its prices so low?** By allowing EF flexibility with your tour and travel dates, EF is able to offer our travelers the lowest prices possible, while minimizing any inconvenience.

**What is group consolidation?** EF's Program Fees are based on a minimum of 35 full-paying participants (Customized Tours may base their Program Fees on different numbers). To qualify for these lowest-priced fees, we usually need to combine smaller groups into a larger one to achieve the required number of travelers. This ensures our travelers receive the best value and allows you to meet teachers and students from other schools, although groups may not be of the same age level.

### What if my group can't be booked on our first-choice tour?

If we are unable to book your group on your first choice tour, we will move you to a comparable tour. The new tour's Program Fee and airport fees will apply. Please keep in mind that the replacement tour may not include all countries on the original tour. If we fail to offer a comparable tour, participants may opt to receive a full refund.

**Can my tour itinerary change?** While we make every effort to keep your itinerary as is, there are times when we may need to modify it. Sometimes this involves changing the order in which cities are visited, altering your length of stay in a city or country, or using an alternate airport. **This may also involve a change in the departure, arrival or return date of a tour. EF strives to keep the new departure date within one to two days of the original date on tours departing October through April, and within four days of the original date on tours departing May through September.** On certain dates, especially holidays, some tour inclusions may be unavailable. In such cases, we may have to substitute different inclusions. Your final tour and travel dates will be confirmed approximately 60 days prior to departure.

## Private groups

**What if my group wants to travel on our own, without being consolidated?** If you want the privacy of your own tour bus and an EF Tour Director just for your group, choose to be a private group. This option is available for an additional fee, which varies based on the final number of full-paying participants. As a private group, your tour itinerary cannot be modified while you are on tour. Please keep in mind that while your base itinerary will involve only your group, you may be consolidated with others during optional excursions and airport transfers. Let EF know prior to your first enrollment if you would like to be a private group.

## Enrollment

We recommend that our group leaders encourage travelers to enroll as soon as possible because tours tend to fill up quickly. **All enrollment forms must be received at EF by 110 days prior to departure.** Travelers should provide complete first, middle and last names as they appear (or will appear) on their passports as any corrections to passport names made after 110 days prior to departure will incur a minimum fee of \$100 per airline up to the cost of a new published fare ticket and may result in a different flight itinerary from the group.

**How do travelers enroll?** Enrollment forms and payment can be submitted to EF in any of the following ways:

### Online (for fastest enrollment)

eftours.com/student

### Mail

EF Educational Tours  
EF Center Boston  
One Education Street  
Cambridge, MA 02141

### Phone

1-800-665-5364

### Fax

1-800-318-3732

Please see p. 12 for enrollment and payment details, including our Late Enrollments information.

**Can children under 12 go on tour?** EF will review enrollment forms from children under 12 years of age on a case-by-case basis. Due to the fast pace of our tours, we do not allow children under the age of 6 to travel with us.

**Can adults go on tour?** EF's published Program Fees are based on student rates for transportation, admissions, accommodations, etc. We welcome adults (those older than or who will turn 23 years old while on tour), but have to charge a per-person flat fee supplement of \$65, plus \$30 per day of the tour, to cover the difference between student and adult rates. Adults will pay an additional \$45 per night for the sea portion of their tour on overnight ferries and cruises. Please see next page for information on adult rooming. Groups comprised of all adults must select the private group option.

## Passports and visas

**Who is responsible for getting travelers' passports and visas?** Each traveler must obtain a passport and any applicable visas for his or her tour prior to departure. If a traveler is unable to obtain these travel documents, our Standard Cancellation Policy will apply (see first column on p. 13). Please be sure that passports are valid for at least six months after your tour ends. Non-U.S. citizens will need to contact the embassy or consulate of their destination countries to ensure they meet specific entry requirements. Remember to check your itinerary carefully for all countries that you will visit or pass through, including transfers between airports in foreign countries and re-entry into the United States. Visit the U.S. Department of State at [travel.state.gov](http://travel.state.gov) for further information.

## Insurance

**Can I purchase insurance through EF?** We strongly advise all participants to protect themselves on tour with EF's All-Inclusive Insurance plan. Most U.S. insurance companies do not provide adequate coverage for people traveling abroad. Due to the popularity of this coverage, this insurance will be applied to all accounts for travelers departing after Sept. 30, 2010. See third column on p. 13 for details.

## Flight information

**Which airlines does EF use?** EF reserves seats with major airlines, including Aer Lingus, Air Canada, Air France, Air New Zealand, Alitalia, American, British Airways, Continental, Delta, Iberia, KLM, Lufthansa, Northwest, Qantas, South African Airways, SAS, Swiss, United, US Airways, Virgin Atlantic Airways and other U.S. and international carriers.

**Will we have direct flights?** We always do our best to provide the most direct route to your destination city. However, due to available flight routings, we cannot guarantee non-stop or direct

flights. You must travel on all legs of your itinerary. If you do not travel on a portion of your flights, the remaining portions will be cancelled. You will be responsible for purchasing a new ticket as well as any service fees charged by the airlines.

**Will my group fly together?** Depending on seat availability and the size of the plane, we may not be able to accommodate all members of a group on the same flight. Sometimes, groups may travel on an overnight red-eye flight, departing the evening before the tour is scheduled to begin. In rare cases, groups may have a domestic and/or international overnight, layover and/or bus transfer due to space availability, routings and legal connection times. EF is not responsible for airline schedule changes, or mechanical, weather or capacity-related flight delays.

**Will my group sit together on the plane?** Depending on your group's size, you may or may not sit together. You will receive your seating assignments when you check in.

**Can I earn frequent flier miles?** Because of our special rates, our contracts do not allow upgrades, stopovers or the accrual of frequent flier miles.

**Are any airports interchangeable?** Flights to and from the following destinations may originate/end at any of the airports in that vicinity. On occasion, your tour may return to a different airport than the one you departed from.

- New York: Newark, LaGuardia or JFK
- Miami: Miami or Fort Lauderdale
- Washington, D.C./Baltimore: BWI, Dulles or Ronald Reagan National
- Houston: Hobby or George Bush Intercontinental
- Ireland: Shannon or Cork
- Italy: Milan or Venice
- Scotland: Glasgow or Edinburgh

**Are there flight restrictions for travelers under 15?** Anyone younger than 15 years old traveling apart from the group without an adult companion must pay the airlines' Unaccompanied Minor Fee at the airport during check-in. Please contact each airline on the minor's itinerary regarding policies for young travelers.

### Special Travel Requests

EF is happy to provide stay-ahead/stay-behind options, alternate departure airports and land-only tours for individual travelers or the whole group. Contact us for details about special insurance plans for stay-ahead and stay-behind coverage when participants are not escorted by an EF Tour Director.

**What if my whole group wants to do a stay-ahead or stay-behind?** Where possible, EF will provide altered flight and land arrangements for a group of at least six paying participants plus the group leader. Each participant will have to pay a \$95 service charge for such an arrangement, and will be invoiced for any additional air or land costs incurred due to the new itinerary. The group leader should submit one request for the whole group, which needs to be received at EF prior to your first enrollment.

### What if only one traveler has a Special Travel Request?

Individual Special Travel Requests should be submitted online at [eftours.com](http://eftours.com) by 110 days prior to departure. Please keep in mind that you should not make any actual arrangements—such as booking a flight or hotel—until you receive your final tour itinerary and departure dates around 60 days prior to departure. A \$150 service charge is payable for these arrangements, and the participant will be invoiced any additional costs incurred due to the new itinerary.

### What are the types of individual Special Travel Requests?

- **Individual stay-ahead/stay-behind option** Where possible, EF will provide altered flight arrangements, according to your request. Participants are responsible for making their own arrangements to and from the hotel or airport, as well as all land arrangements pertaining to their individual itinerary.
- **Alternate departure airports** The Program Fees offered by EF are based on group departures. If an individual chooses to fly out of a different airport than the group, the Program Fee of the alternate airport will apply. Travelers must depart from and return to the same domestic airport.
- **Land-only tours** On certain tours, participants have the option to make their own flight arrangements and join the tour at

the first hotel on the itinerary. Participants are responsible for making their own arrangements to and from the hotel or airport. In this case, the Program Fee may be reduced by up to 30%, depending on the length and destination of the tour. EF is not responsible for any travel-related delays or inconveniences for land-only participants.

**If you have requested special travel arrangements, EF cannot guarantee that you will fly with your group in either direction.**

### Optional excursions

**What are optional excursions?** EF offers these exciting activities as a supplement to what's already included on your itinerary. Some group leaders choose to add optional excursions to all participant accounts.

**When should I purchase optional excursions?** To secure a discounted price, optional excursions need to be purchased by 50 days prior to departure. Most optional excursions can be purchased on tour at a slightly higher price (though there are a few that must be purchased prior to departure). Additional details will be sent to participants.

**Can I get a refund on optional excursions?** If EF has to cancel an optional excursion during a tour (due to low enrollment, for example), you will receive a full refund. To receive a refund for an optional excursion that you simply no longer wish to be enrolled in, you must let us know by 30 days prior to departure. Please note that optional excursion prices are subject to change.

### Tour extensions

Many tours offer extensions (availability depends on the number of participants) that add days, destinations and activities to the normal itinerary. Participants must be accompanied by their group leader or a designated chaperone on tour extensions. Tour extension requests need to be received at EF prior to your first enrollment.

### Rooming

EF handles final rooming assignments for all travelers. Please ensure that we have all rooming requests, including upgrades, by 70 days prior to departure.

**How many students are in a room?** Students will room in triples or quads with others of the same gender from your entire tour group. This may mean that students from different schools may room together. EF uses U.S.-style hotels for all tours to Mexico, Central and South America and select European destinations. These rooms contain two double beds (beds for two people), and two students are expected to share each bed.

**Can students request a twin room?** Students may request twin accommodations (a hotel room with two single beds) by submitting the name of their roommate. The following additional charges will apply:

- \$30 per hotel night per student
  - \$70 per ferry or cruise night per student
- (Please note: Twin accommodations are not available on overnight trains.)

**How are adults roomed?** Adults are placed in twin accommodations (a hotel room with two beds) with another adult of the same gender from the entire tour group. This may mean that adults from different schools/organizations may room together.

**Can adults request a room with a double bed?** Adults can request double-bed accommodations (a room with one bed for two people) by simply providing EF with the name of their roommate by 70 days prior to departure.

**Can adults request a single room?** Adult travelers can request a single room for an additional \$40 per hotel, cruise or ferry night (\$50 per night for South Pacific destinations). Please note: Single rooms are not available on tours to Africa.

### What are the sleeping arrangements on trains and ferries?

Overnight trains provide couchette sleeping berths or Sessels (recliners), and cruises and overnight ferries provide cabins. Single rooms are not available on overnight trains.

### Protection for travelers' payments

You can rest assured knowing that travelers' tour money is protected in the unlikely event of EF bankruptcy, insolvency or

cessation of business under our participation in the United States Tour Operators Association (USTOA) \$1 Million Travelers Assistance Program. For program details and a list of its affiliates, contact USTOA by mail at 275 Madison Avenue, Suite 2014, NY, NY 10016, by email at [information@ustoa.com](mailto:information@ustoa.com) or online at [USTOA.com](http://USTOA.com).

### Terms and provisions

The terms and provisions of these Booking Conditions supercede any other warranties, representations, terms or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF officer. Prices are subject to change.

**When does my tour officially start and end?** Each tour begins with the take-off from the departure airport, and ends when the flight lands at the return airport. For those making their own flight arrangements, the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel, according to the itinerary. The official length of an EF tour does not include stay-ahead or stay-behind option periods when participants are not escorted by an EF Tour Director.

**What happens if EF has to cancel a tour?** EF may cancel any tour for events beyond its control, including but not limited to instability in a destination country, acts of God, war (whether declared or undeclared), terrorist activities, incidents of violence, public health issues or quarantine, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions which make it impossible or commercially unreasonable in the opinion of EF to conduct the tour. If EF cancels the tour for any such reason, participants will receive an EF Future Travel Voucher for all monies paid, less the \$95 Enrollment Fee and any non-refundable fees. Cancellation by EF for causes described in this section shall not be a violation of its obligations to any participant.

**What about lost belongings?** EF is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline ticket, the participant is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

**What if my tour dates do not fall in the range covered by these Booking Conditions?** Participants enrolling on tours departing between October 1, 2010, and September 30, 2011, are subject to these Booking Conditions as well as any changes to EF's 2011 Booking Conditions and payment and cancellation schedules. The 2011 Booking Conditions will be available online at [eftours.com/BC](http://eftours.com/BC) in December 2009.

The tour operator for your trip is EF Cultural Travel Ltd. ("EF") Haldenstrasse 4, CH-6006, Lucerne, Switzerland, organization number CH-100.3.026.585-3, VAT number 596 344. EF Institute for Cultural Exchange, Inc. ("Educational Tours" or "ET") is an affiliate of EF Cultural Travel, LTD. ("EF"), and acts only as a sales and marketing provider for that company. ET does not provide any goods or services for our trip. Invoices pertaining to such tours are issued by EF Institute for Cultural Exchange, Inc. on behalf of EF Cultural Travel Ltd. Note: The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to Value-Added Tax Art. #19.

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# EF's Booking Conditions: **Payments**

## EF's monthly payment plan

All travelers will automatically be enrolled in EF's monthly payment plan. Our automated payment plan divides your tour costs over time so you can pay in small, manageable increments deducted monthly directly from your checking account. (Alternatively, you can provide a credit/debit card.) There are no late fees, no interest and no hassle. See page 15, visit [eftours.com/paymentplan](http://eftours.com/paymentplan) or call 1-800-665-5364 for details.

### The easy way to pay for your tour!

- Convenient monthly payments deducted from your checking account or charged to your credit or debit card
- Tour balance deadline is up to 35 days prior to departure
- No late fees
- Small, manageable payments
- 24-hour access to your account and payment information through our secure website



Enroll in paperless billing to receive your statement updates by email instead of in your mailbox. It's easy, and it's better for the environment!

## Manual payment plan

### For travelers departing October 1, 2009 through December 31, 2010.

If you choose to opt out of EF's monthly payment plan, the following payment schedule and late fees apply. Keep in mind that your tour balance payment will be due two months earlier than with EF's monthly payment plan.

Amount Due	Due Date	Late Fees
\$95 Enrollment Fee	Upon enrollment	
\$450 payment plus any unpaid insurance*	30 days after enrollment	\$75
Tour Balance (all charges excluding Departure Fees)	110 days prior to departure	\$95
Remaining balance, including Departure Fees	50 days prior to departure	

Your group's airline tickets and final documents will not be mailed until all payments are received.

\*For travelers departing on or after 1/01/11, a \$250 payment is due 30 days after enrollment (subject to a \$35 non-refundable late fee) followed by a \$200 payment due 8/30/10 (subject to a \$40 non-refundable late fee).

## Late enrollments (109 days or fewer prior to departure)

If you're just now enrolling, your enrollment form is considered a **Late Enrollment Form**. Once we have received your full payment by cashier's check, credit card, or money order only, including a non-refundable **\$125 Late Enrollment Charge**, you will be placed on a waiting list while we check bus and flight availability. If we are unable to place you on a tour or offer you an alternate flight to meet up with your tour, you will receive a full refund. We may also offer you the option of arranging your own flight and buying the land-only portion of your tour. We cannot accept enrollment forms **14 days or fewer** prior to departure.

## Peace of Mind Program

### Receive an EF Educational Tours Future Travel Voucher

For group cancellations, EF's Peace of Mind Program allows participants to receive an EF Future Travel Voucher for all monies paid, less the \$95 Enrollment Fee and any non-refundable fees, if the entire group decides not to travel at least 35 days prior to departure. The Peace of Mind Program and its ability to transfer your monies paid is a benefit of making all payments by dates due. **Participants missing any payment deadlines will need to pay any late fees to qualify for the Peace of Mind Program.** The Future Travel Voucher provided through the Peace of Mind Program is not a merchandise credit or a gift certificate and may not be redeemed for cash.

### Change your group's tour

EF's Peace of Mind Program allows groups to change their tours and/or departure dates until 35 days prior to departure. This option is only available to the entire group and not to individual participants. If EF cannot accommodate the revised tour request and participants decide not to travel on the original tour, EF's Standard Cancellation Policy will apply. If there are additional fees resulting from the tour/date change, participants will be responsible for the increase. Participants canceling from a revised tour will be charged a cancellation fee based on the date that the original tour was changed or the current tour's cancellation fee, whichever is higher. The revised tour must depart within the date range that these Booking Conditions are valid. EF will make every effort to accommodate the revised tour request.

## About your payments

**On-time payments** (determined by date of receipt at EF, not post-marked date) must be accompanied by a remittance slip and be made to:

**EF Educational Tours**  
P.O. Box 4115  
Woburn, MA 01888-4115

**Payments made late**, without a remittance slip or by courier (e.g., FedEx, DHL), must be made to:

**EF Educational Tours**  
EF Center Boston  
One Education Street  
Cambridge, MA 02141  
Attn: Account Services Dept.

Payments will be returned unless attached to an EF remittance slip, or accompanied by the following details:

- Participant's name and account number
- Group leader's name
- Tour number
- Departure date

Each remittance slip is computer-coded to a specific participant's account. Therefore, the remittance slip you send must match the account toward which the payment is being made. If you are using online banking to make your payments, please indicate your EF account and tour number in the account number field.

**All payment due dates refer to the dates by which each payment must be received at EF. For those on the manual payment plan, EF will cancel your reservation if you are past due by 60 days or more on any payment, if your Tour Balance payment is not received by 95 days prior to departure or if your remaining balance payment is not received by 50 days prior to departure. EF's Standard Cancellation Policy will apply.**

Please allow adequate time for delivery (approximately 10 days) to avoid late payment fees. Late payments must be made by cashier's check, money order, direct debit from your checking account or credit card (no personal checks). Your cleared check or credit card statement is your receipt of payment. EF cannot re-submit checks; if a stop payment order is put on a check, or if a check is returned to us by the drawer's bank, a non-refundable \$30 processing fee will be charged. In the unlikely event that an invoice is not received, participants are still responsible for making payments on time.

**Please make all payments on time to qualify for EF's Peace of Mind Program and Additional Travel Security.**

# EF's Booking Conditions: **Cancellations, refunds and insurance**

The cancellation policies outlined below take into consideration the costs EF incurs long before groups ever depart. Notice of cancellation from an EF tour will only be accepted from the participant, his or her legal guardian, or the group leader. The date of cancellation will be determined by the date on which EF receives written notice. Cancellation refunds can only be made to the person whose name appears on the account; payments cannot be transferred to another account.

## EF's Standard Cancellation Policy

### 150 days or more prior to departure

Full refund less the \$95 Enrollment Fee and a \$150 cancellation fee.\*

(For travel after Sept. 30, 2010, the refund issued will be less the \$95 Enrollment Fee and a \$250 cancellation fee.)

### 149 to 110 days prior to departure

Full refund less the \$95 Enrollment Fee and a \$450 cancellation fee.\*

### 109 to 30 days prior to departure

Full refund less the \$95 Enrollment Fee and 50% of the Program Fee.\*

### 29 days or less prior to departure

No refund will be issued.

\*Non-refundable fees are also deducted from refunds.

Please make all payments on time to qualify for refunds in accordance with EF's Standard Cancellation Policy.

## Cancellation with replacement

### 150 days or more prior to departure

Full refund less the non-refundable \$95 Enrollment Fee.\*

### 149 to 110 days prior to departure

Full refund less the non-refundable \$95 Enrollment Fee and a \$100 substitution fee.\*

### 109 days or less prior to departure

Replacements can no longer be accepted. (EF's Standard Cancellation policy will apply.)\*

\*Non-refundable fees are also deducted from refunds.

Cancellation with replacement refers to a participant who cancels but finds a person to replace him or her for the same program. The replacement's enrollment form must be submitted at the same time as the notification of cancellation.

## All-Inclusive Insurance Plan

The All-Inclusive Insurance Plan includes:

- Medical and Accident Insurance
- Baggage and Property Insurance
- Tour Cancellation and Interruption Insurance
- 24-hour Emergency Assistance

Non-refundable premium: \$125

Medical and Accident Insurance covers:

- hospital bills, doctors' fees, prescriptions and medical transportation for illnesses and/or injury contracted **during the participant's tour**
- transportation, food and lodging expenses for two of the patient's relatives to be at his or her side in the event of a life-threatening illness that requires hospitalization
- combined coverage of up to \$35,000 for the above situations
- limitations and exclusions apply

Baggage and Property Insurance covers:

- up to \$2,000 for baggage and theft-prone property for the duration of the participant's tour
- theft of cash up to \$300
- theft of airline tickets and other valuable documents up to \$500
- participant's extra costs up to \$90 if baggage is delayed more than 24 hours (except on the way home)
- exclusions apply

Tour Cancellation and Interruption Insurance covers:

- A refund of the Program Fee if a participant needs to cancel from or interrupt the tour due to reasons of serious injury and grave illness leading to hospitalization, financial hardship due to unexpected/involuntary job loss, jury duty, military call to active duty or severe damage to the participant's home (exclusions apply)

24-hour Emergency Assistance covers:

- assistance and handling of claims during the participant's tour

Insurance payment is due at the time of purchase. Travelers departing after Sept. 30, 2010, will automatically be enrolled in the All-Inclusive Insurance Plan unless declined upon enrollment or within 30 days of enrollment.

Each insurance may be purchased separately. Please call 1-800-665-5364 for prices. These insurances are underwritten by Efekta Insurance International Ltd., F.B. Perry Building, 40 Church Street, P.O. Box HM 2062, Hamilton HM HX, Bermuda through a Master Policy issued to EF Cultural Travel Ltd.

For complete terms, conditions and exclusions, please refer to the **Master Policy**, which may be obtained by calling EF at 1-800-665-5364.

**Group leader cancellation:** A group leader must accompany participants on every tour. If a group leader cancels for any reason, EF will ask him or her to assign a new group leader to the group's participants. The new group leader is responsible for any increases in his or her own airline costs. Any participants who cancel at this point and choose not to travel with their replacement group leader will be treated as standard cancellations. If no replacement group leader is found, the affected participants will need to cancel to be eligible for EF's Standard Cancellation Policy. Those participants interested in being placed with a new tour group should contact EF at 1-800-665-5364. If we cannot find a new tour for these participants, EF's Standard Cancellation Policy will apply.

## Refunds

Refunds for overpayments will be issued only upon written request and after a participant's check(s) has (have) been in the account for 21 days. Refunds will be issued in the name which appears on the EF account. All refund checks are mailed 4-6 weeks after the request has been processed. **There will be a non-refundable \$30 stop-payment fee for lost refund checks.**

## Additional Travel Security

EF is pleased to offer the following Additional Travel Security to our customers to cover cancellations due to an act of terrorism or the threat of an act of terrorism. Through this plan, participants will receive a full refund (less the \$95 Enrollment Fee) should all of the following conditions be met: (a) a terrorist act, or threats of terrorist acts occur(s), which is directed against U.S. interests on U.S. soil or in U.S. airspace or directed against U.S. interests in any other country or in international airspace; and (b) as a result of these events, a formal Travel Warning is issued by the United States Department of State, stating that Americans should not travel to any country or countries that are included in the participant's tour itinerary; and (c) the formal Travel Warning by the U.S. Department of State is issued within 65 days of the participant's departure. Participants missing any payment deadlines will need to pay late fees to qualify for Additional Travel Security.

# Release and Agreement

I (or parent or guardian if enrollee is under 18) am an enrollee for an EF educational tour. By signing the EF Educational Tours Enrollment Form, I understand and agree to the following:

**1.** I understand and agree that my tour is operated by EF Cultural Travel, LTD., Switzerland, (herein referred to as "EF"), and is marketed by EF Institute for Cultural Exchange, Inc.

**2.** I understand that my tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the EF airport.

**3.** I agree to release, indemnify and hold harmless EF and its affiliates (which term shall include parents, subsidiaries, officers, directors, shareholders, agents and employees of EF as well as EF itself) and my school, my school board and group leader (the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, demands, actions, lawsuits, settlements, judgements, damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF sponsored tour. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the opinion of EF to conduct the tour, or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. I understand and acknowledge that EF does not own or operate any entity that provides goods or services on my tour.

**4.** I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs or the Warsaw Convention or both.

**5.** I understand and agree that EF shall have no liability or responsibility for me when I am absent from EF-supervised activities or for non-EF supervised activities, such as visits

to friends or relatives or during stay-ahead/stay-behind option periods if the stay-ahead/stay-behind period does not include the services of an EF Tour Director.

**6.** I understand and agree that EF reserves the right to refuse or cancel my registration at their sole discretion. Group leaders may also refuse or cancel any participant's registration including my own. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply.

**7.** I agree to abide by EF's regulations and the directions of my group leader, my tour director or EF's personnel during my tour. Regulations include but are not limited to EF's Rules of the Road, such as the prohibition of hitchhiking, the driving or renting of any motor vehicle, or having visitors of the opposite sex in students' rooms. Failure to do so may result in EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program Fee, and that EF may then send me home at my own expense.

**8.** I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. (Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to.) I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and EF may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.

**9.** I understand and agree that if I become ill or incapacitated, EF and its employees, or my group leader, may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.

**10.** I understand and agree that EF has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.

**11.** I understand that prices are subject to unforeseen surcharges or price increases which, if imposed by airlines or other suppliers, will be separately billed.

**12.** I understand that by enrolling on this tour, I have made the choice to travel with the teacher/group leader organizing my group, and I understand that this choice is not the responsibility of EF. I understand that a group leader must accompany me on tour. If my group leader cancels for any reason, EF will ask him or her to assign a new group leader. If I cancel at this point and choose not to travel with the replacement group leader, I will be treated as a standard cancellation. If no replacement group leader can be found, I will need to cancel and EF's Standard Cancellation

Policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's Standard Cancellation Policy will apply.

**13.** I understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]) unless specifically arranged for the group by EF. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.

**14.** I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.

**15.** I understand that this tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.

**16.** I understand and agree that this agreement and EF's Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of EF, or by my school or group leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by EF of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.

**17.** I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with EF, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.

**18.** For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

**19.** I understand and consent that EF may use any film likenesses taken of me and any of my comments while on an EF tour for future publicity and also use my contact information for future EF promotions.

**Sign your enrollment form only when you have read in full and understood the contents of this Release and Agreement!** See back page.

## At EF, we want to make our lowest-priced tours even more affordable!

That's why we created EF's monthly payment plan, which extends your last payment deadline up to 35 days prior to departure. Your total balance is divided by the number of months before this last payment deadline. That amount is then deducted from your checking account or charged to a credit or debit card once a month. It's that easy!

# EF's monthly payment plan

### Terms and conditions

- You must select a payment method of either direct debit from your checking account or charges to your credit or debit card.
- EF must have the checking account or credit card holder's signature on the enrollment form (on reverse), indicating agreement to EF's monthly payment plan Terms and Conditions, before the plan is activated.
- A minimum of three automated payments is required. If you do not meet the minimum payment requirement, EF will use the payment method you have provided for EF's monthly payment plan toward the \$95 Enrollment Fee. You will be responsible for the remaining payments using our manual payment plan outlined in EF's Booking Conditions.
- For payments by credit card, EF accepts Visa, MasterCard and American Express.
- You must provide a valid email address and pay the \$95 Enrollment Fee for your tour before the plan is activated.
- The day on which your checking account or credit card will be charged each month will be determined by your monthly payment plan enrollment date.
- If you are paying by direct debit or are submitting a debit card, please verify that there are sufficient funds available for monthly deduction. A non-refundable \$30 fee will be assessed each time a checking account payment is returned due to insufficient funds. A non-refundable \$20 fee will be assessed each time a credit card or debit card is declined. The following month, we will attempt to process both the payment due and the payment past due. EF reserves the right to withdraw you from the plan for checking account returns or credit card declines for two consecutive months.
- A secondary credit card may be submitted for backup in the event the primary card is declined. No fee will be assessed if the secondary card is approved. For direct debit, we do not allow a backup payment method.
- The monthly payment and final payment amounts are subject to change if tour items or payments outside the monthly payment plan that are added or removed exceed \$125. Tour items or payments outside of the monthly payment plan totaling \$125 or less that are added or removed will only be reflected in the last payment.
- After EF's monthly payment plan final payment deadline of up to 35 days prior to departure, the participant is invoiced for any subsequent charges. Payments will no longer be automatically deducted. Additional payments need to be made by credit card or by check online at [eftours.com](http://eftours.com) or by phone with an EF Customer Service Representative at 1-800-665-5364.
- The participant is not charged late fees while enrolled in EF's monthly payment plan. However, if the participant opts to withdraw from the plan or is withdrawn from the plan by EF due to checking account returns or credit card declines for two consecutive months, EF's manual payment schedule and late fee assessment, as outlined in our Booking Conditions, will apply.

These are also available online at  
[eftours.com/paymentplan](http://eftours.com/paymentplan)