



## Terms and Conditions

### Our Policies

When you enroll in a trip, you are asked to sign our *Terms & Conditions*. We require all travelers to sign this document before traveling with us.

### TRIP COST

Prices are listed in U.S. dollars and are based on a person sharing a room with another. While we do our best to maintain the listed price, because our prices are set over a year in advance, we reserve the right to change costs due to extraordinary circumstances beyond our control. The land cost is based on a minimum number of guests.

### WHAT IS INCLUDED

- Comprehensive educational program by professional on-site guides
- Accommodations and meals as outlined in the itinerary
- Ground transportation within the itinerary
- Sightseeing as specified in the itinerary
- Entrance fees as specified in the itinerary
- Gratuities to porters, drivers, and guides
- The assistance of an ATA tour manager for comprehensive logistical and customer service management on the trip
- The assistance of an ATA professional travel team to assist with pre-trip questions, travel arrangements, including flights, extra hotel nights, or other services
- Comprehensive pre-departure information about the destination and what to expect on the trip, including a suggested reading list

### WHAT IS NOT INCLUDED

- U.S. domestic or international airfare or other transportation from your home to the departure point of the trip and from the end point of the trip to your home
- Airport transfers and baggage handling unless otherwise indicated
- Travel and trip cancellation insurance
- Passport, visa, airport departure and excess baggage fees
- Meals not specified in the itinerary; food and beverages not part of the included meals
- Personal items such as telephone, fax and internet charges, laundry, room service, alcoholic or other beverages not specified as included
- Gratuities for non-group services
- Expenses resulting from delays due to bad weather, road conditions, sickness, government action, and flight delays
- Expenses incurred in making individual travel arrangements in conjunction with the trip

### SINGLE OCCUPANCY

A limited number of single rooms or cabins are available at extra cost on a first-come, first-served basis, but availability cannot be guaranteed.

## **PAYMENT SCHEDULE**

Deposit due upon application. Balance due upon receipt of invoice, 90 days prior to departure. Acceptable forms of payment for the deposit are personal check, wire transfer, Visa, MasterCard, or American Express. Final payment may be made by credit card, check or wire transfer. If final payment is not received by 60 days prior to departure, your space is subject to cancellation. If you are making a reservation within 60 days of the trip's departure, full payment will be required upon confirmation.

## **CANCELLATION AND REFUNDS**

All cancellations must be submitted in writing (email or fax) to Academic Travel Abroad, Inc. (ATA). Per person cancellation fees are based on the date of the cancellation notice reaching ATA. Up to 120 days prior to departure; refund of deposit less an administration fee of 50% of deposit. Cancellation between 119-91 days before departure: 100% of deposit is forfeited. Cancellation between 90-61 days, 50% of the trip price is forfeited. Cancellation within 60 days of departure: no refund. Cancellation on day of departure or after trip departs: no refund. No refund for unused portions of trip, including, but not limited to, missed meals, hotel nights and sightseeing. Cancellation of program by Bon Appétit® or ATA: full refund.

Reservations are not transferable without the explicit approval of Bon Appétit® and ATA. NOTE: Neither Bon Appétit® nor ATA accepts liability for any airline or train cancellation penalty incurred by the purchase of a nonrefundable airline or train ticket to the tour departure city or return.

## **INSURANCE**

We strongly recommend the purchase of trip cancellation insurance, which is available for coverage of expenses in conjunction with cancellation due to illness or accident. Baggage insurance is also recommended. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement. We will send you information from Travel Insure Services, or you may obtain coverage through a company of your choice. All ATA trips include Emergency Evacuation Insurance as part of the trip price.

## **A NOTE ABOUT THE ITINERARY**

While every effort will be made to carry out the program as planned, the nature of travel is unpredictable and we must be prepared for changes. The itinerary as described is subject to modification by ATA. Rest assured that, should any changes be needed, ATA commits to deliver an experience as outstanding as the one originally planned.

## **Fitness to Travel, Active Elements**

To enjoy your travels to the fullest, you should be in good physical and mental health. Any physical or mental condition requiring special attention, diets, or treatment must be reported in writing when the reservation is made (or at such later time when you become aware of such a condition). We reserve the right to decline to accept or retain any person as a participant should such a person's health, mental condition, physical infirmity, or attitude jeopardize the operation of the travel program or the enjoyment of other participants. All health information is protected and treated as confidential.

Some of our trips incorporate active elements such as hiking, climbing, biking or canoeing. You are responsible for familiarizing yourself with the level of activity that will be involved in your trip and

assessing your ability and willingness to participate. Any such activity is entirely optional. In some cases, on-site providers may require you to sign an additional waiver/release to participate in an activity that involves additional risks or a certain fitness level. In these cases, we do our best to share these waivers with you in advance of the trip. By registering for this trip, you are representing that that you are physically and mentally able to understand the risks, foreseeable and unforeseeable; to safely participate in the selected activities and services; and of sufficient intelligence and maturity to understand and follow safety protocols.

### **PHOTOGRAPHY AND VIDEO**

You agree that Bon Appétit ® and ATA (and/or their respective affiliates) may record you by any means including, without limitation, electronic recording, film, videotape, audio tape, live-stream and photography and you hereby grant to Bon Appétit ® and ATA (and their respective affiliates) the gratis right to use, publish, display and broadcast your name, likeness, voice, quotes, and images in whole or in part, by any and all formats now known or hereinafter developed throughout the world including, without limitation, in advertising materials, promotional materials, social media, commercial tie-ups and live-streaming productions. You also release Bon Appétit ® and ATA (and their respective affiliates) from any and all claims and causes of action you may have now or in the future based upon defamation, misappropriation, invasion of privacy, right of publicity or similar claims, and you agree not to institute any legal action based on any of the grounds specified herein.

### **RESPONSIBILITY**

This trip is sponsored by Bon Appétit ® and is managed by Academic Travel Abroad, Inc. (ATA), a professional travel company, hired as an independent contractor. ATA acts only as agents for the passenger with respect to all transportation, hotels, and all matters of reservations and trip operation. ATA and their agents and Bon Appétit ® accept no responsibility for loss, damage, injury, accident, delay or irregularity, expense or liability caused by the defect of any vehicle or negligence or default of any independent contractors, their employees, agents, or representatives. Nor does ATA and Bon Appétit ® accept responsibility for losses or delays arising from but not limited to sickness, pilferage, acts of terrorism, weather conditions or acts of God. All such losses or expenses shall be borne by the program participant. ATA reserves the right to cancel any trip prior to departure in which case the entire payment will be refunded without further obligation on their part. ATA reserves the right to decline to accept or retain any trip participant at any time without being under any obligation to assign any reason therefore. In the event of the exercise of this right, ATA shall be under no liability to such person(s) except to refund such amount as their absolute discretion deems reasonable to attribute to the uncompleted portion of the trip. Baggage is carried at the owner's risk entirely. It is understood that air, ship or train tickets when issued shall constitute the sole contract between the passenger and carrier concerned. The airlines and all other transportation companies involved in this trip are not to be held responsible for any act, omission, or event during the time the passengers are not on board their plane or conveyances. All services are subject to the laws of the country in which they are rendered. The participant agrees on behalf of herself/himself, her/his dependents, heirs, executors, administrators and assigns to abide by the above conditions and to release and hold harmless, Bon Appétit ® and Academic Travel Abroad, Inc., and any of their representatives from any and all liability for any delays, damage, loss, injury or death occurring in relation to this tour.

CALIFORNIA SELLER OF TRAVEL PROGRAM  
CST #2059002-40

ATA is a participant in the California Seller of Travel program. California law requires that certain sellers

of travel have a trust account or bond. ATA has a trust account. ATA is not a participant in the California Travel Consumer Restitution Corporation.

### **PARTICIPANT RESPONSIBILITY STATEMENT AND LIABILITY DISCLAIMER**

#### **Read Carefully: Responsibility Statement and Liability Disclaimer**

ATA acts only as an agent for the respective suppliers of goods and services (e.g., cruise companies, hotels, airlines, railroads, bus companies, local tours, etc.) by making arrangements for transportation, accommodations, and other services. Neither the Bon Appétit ® nor ATA control, own, or operate these suppliers. The suppliers are independent contractors. Neither Bon Appétit ® nor ATA shall be held liable for personal injury, death, property damage or accident, delay or irregularity arising out of any act or omission of these suppliers. ATA reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of tour participants.

Bon Appétit ® and ATA also reserve the right, without penalty, to withdraw the tour announced, and ATA reserves the right to decline to accept any person as a participant in a tour, or to require any participant to withdraw from the tour at any time, when such action is determined by tour staff to be in the best interests of the health, safety or general welfare of the tour group or the individual participant, subject only to the requirement that the recoverable portion of the total amount paid that corresponds to the cost of unused services and accommodations be refunded, if any. Participants are encouraged to purchase airline tickets no sooner than 120 days before the tour begins to avoid airline cancellation penalties if a tour is canceled or otherwise modified subsequent to the participant's purchase of those tickets. Bon Appétit ® and ATA accept no liability for the purchase of non-refundable airline tickets to the tour departure city and return. Baggage and personal effects are at all times the sole responsibility of the participant. Participants are encouraged to purchase travel insurance.

Dates, schedules, program details, and featured speakers although provided in good faith based on information available at the time of publication of the brochure or catalog, are subject to change and revision.

#### **AS A CONDITION OF ACCEPTANCE OF ANY APPLICATION, EACH APPLICANT MUST AGREE TO THE STATEMENT SET FORTH BELOW:**

The undersigned has read carefully the Responsibility Statement and Liability Disclaimer set forth above, the schedule of activities for this tour, as well as the terms and conditions of application and participation as set forth in the tour brochure(s) and on the web, and recognizes and accepts any risk associated with the tour and the conditions, including the refund policy, set forth in the tour brochure(s). The undersigned further acknowledges that there are many risks and uncertainties inherent in any travel tour, including but not limited to the hazards of various modes of transportation, forces of nature, acts or omissions of foreign governments, terrorism, war or insurrection, theft, illness, and damage to person or property due to the negligent acts or omissions of suppliers, tour staff or others. In consideration of, and as part payment for, the right to participate in the tour, the undersigned, on behalf of himself, his dependents, heirs, executors, administrators and assigns, hereby waives, releases, and discharges Bon Appétit ®, its directors, shareholders, officers, employees, representatives or agents, and ATA and its officers, directors, shareholders, employees, and agents, (Releasees) from liability, claims, demands, injuries, damages, consequential or indirect damages, actions or causes of action for personal injury, death, property damage or loss suffered by any person in connection with this tour, even if

caused by the active and passive negligence or omission of tour staff, suppliers, or other related persons or entities, and, further indemnifies, holds harmless and promises not to sue the Releasees from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of a Releasee or otherwise. In addition, by registering for this tour, the applicant certifies that he or she is mentally and physically capable of full participation in this tour.

**By registering for this ATA program, sponsored by Bon Appétit ® you agree to the Responsibility Statement and Liability Disclaimer and the Terms and Conditions herein and that you acknowledge that he/she has carefully read this paragraph and fully understands that this is a waiver and release of liability.**

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