

# 2009 Booking Conditions

**Thank you for choosing EF College Break for your next travel adventure! We look forward to providing you with an outstanding tour, packed full with all the sights, excitement and fun you've hoped for. At EF College Break, we're also dedicated to making sure that your travel experience goes as smoothly as possible. That's why we're asking you to familiarize yourself with our Booking Conditions listed below. If you have any questions or concerns, please do not hesitate to call us at 1-800-766-2645. We'll be happy to answer questions you may have. Happy travels!**

These booking conditions are valid for all EF College Break tours departing October 1, 2008, through September 30, 2010 regardless of the date of enrollment.

## EF College Break

EF College Break is a member of the global EF group of companies and is a sales and marketing provider for EF Cultural Travel, Ltd. All tours are operated by EF Cultural Travel, Ltd. For the sake of clarity, College Break will be referred to simply as "EF" below.

## Pricing

Prices are per person based on triple or quad occupancy. All fees are based on exchange rates, airfares, fuel prices and land costs and are therefore subject to change. Please note: surcharges, departure fees and port taxes are not part of the program price and will be billed separately on your invoice. Departure fees are levied by the airlines, updated several times a year and are subject to change. All prices are in U.S. dollars.

## Booking procedures

To reserve a place on a tour, a Reservation Fee of \$150 per person is required. Applications are processed on a "first-come, first-served" basis. Applications should be submitted at [efcollegebreak.com](http://efcollegebreak.com) for quickest processing. EF College Break also accepts applications by mail, phone or fax. All applications must be received by EF no later than 99 days prior to departure. Your application is not complete until EF has a signed application, signature form or Internet acceptance on file. Travelers must be 18 years of age or older at the time of departure. Provide us with your complete first and last names as they appear (or will appear) on your passport. Please check the spelling of your name on all correspondence as any corrections to your passport name made prior to departure will incur a minimum \$100 fee per airline.

## Late Reservations

Reservations made later than 99 days prior to departure (See "Making Payments") are considered Late Additions. Late Additions are accepted on a first-come, first-served basis and incur a \$95 service charge plus any additional costs added by our suppliers. Your payment must be in the form of a credit card payment, certified personal check, bank check or money order, and mailed by overnight courier to: EF College Break, One Education St., Cambridge, MA 02141. Late Additions are subject to standard cancellation fees (see "Refunds & Cancellations") applicable at the time of reservation.

## Making Payments

All checks and money orders should be made payable to "EF College Break." Please note that a non-refundable \$75 late payment fee will be applied for any late payment. Please allow 7 to 10 business days for delivery of payments. In addition, a \$30 fee will be added for any check returned to us by your bank. EF reserves the right to cancel a reservation if payment is not received on time, in which case cancellation fees will apply. In the unlikely event that an invoice is not received, payment is still due as stated above. EF will provide final travel documents and itineraries only after your account has been paid in full. All payments are due in U.S. dollars.

## Payment Schedule

- \$150 non-refundable deposit due upon booking
- \$250 payment due 30 days after enrollment
- Final balance due at 99 days prior to your trip's departure date

If you enroll in Autopay, \$150 will be due upon booking. All of your remaining payments will be divided evenly with your final payment due 35 days prior to departure.

## Group Travel Requirements

EF reserves the right to reschedule or cancel a tour with fewer than 35 travelers. If an insufficient number of travelers register for your tour, EF will offer you a choice: choose another tour and/or departure date with a sufficient number of travelers; or cancel your tour without penalty. Most EF optional excursions require a minimum of 20 participants to operate. If EF is unable to operate an optional excursion, you will be refunded any payments made for that excursion.

## Private groups

For those groups wishing the privacy of their own tour bus and EF Tour Director, EF offers the "private group" option (available for an additional fee which varies based on the final number of participants). The private group option does not allow the tour itinerary to be modified while on tour. Your group may still be consolidated with other groups during optional excursions and airport transfers. Requests for this option must be received at EF by 100 days prior to departure and cannot be changed after this time.

## Itinerary Variations

If improvements can be made to tour itineraries or unforeseen circumstances necessitate changes, EF reserves the right to amend itineraries. Some itinerary changes are beyond our control. EF will make every effort to notify you as early as possible of such changes. These changes may involve changing the order in which cities are visited, altering the length of your stay in a certain city or country or using an alternate airport. Other possible changes include departure, arrival or return dates. For tours departing between May 1 and September 30, any change in departure date will be within four days of the original date. For tours departing between October 1 and April 30, any change in departure date will be within two days of the original date. EF will also include at least 50% of the cities on the original itinerary. If either of these options are not provided, participants are entitled to a refund of the tour cost. If a participant wishes to change the date or destination of his or her tour, EF must be notified by 90 days prior to departure. After this time, changes cannot be made.

## Holidays and Itinerary Changes

Due to local or national holidays, special events and/or peak harvest seasons, access to certain facilities and attractions including, but not limited to vineyards, museums, historical sites, and stores may be limited. On such occasions, and whenever possible, slight itinerary adjustments will be made by EF to minimize traveler inconvenience. If, however, your enjoyment might be diminished by such minor limitations, please check with the respective national tourist office before selecting a tour and travel date.

## A Word about Flights

In order to provide you with the lowest possible prices, EF negotiates special rates with most major air carriers. Due to the nature of EF's contracts, air arrangements may be subject to certain constraints, including, but not limited to the availability of certain routing, travel times, and direct or non-stop flights. Many airlines have begun to issue Electronic Tickets as standard tickets for all travelers. If you are traveling on an airline that issues Electronic Tickets and wish to receive a paper ticket for your tour, a service charge of \$25 in addition to any fees imposed by the airline will be applied. Unfortunately, it is not possible for EF to arrange for seat assignments or the crediting of frequent flyer miles, nor can EF guarantee that you will receive full mileage credit for all flights. If a flight schedule requires an overnight stay en route, EF will make arrangements for hotel accommodations. EF cannot guarantee that you and your companions will travel on the same flights. For New York flights, Newark, La Guardia and J.F.K. airports are used interchangeably; for Washington, D.C. and Baltimore flights, Dulles, Ronald Reagan National and Baltimore airports are used interchangeably; for Houston flights, Houston Hobby and George Bush Intercontinental airports are used interchangeably; for Miami flights, Miami and Ft. Lauderdale airports are used interchangeably.

## Making Your Own Flight Arrangements (Land-Only Packages)

While EF does not encourage it, you may make your own flight arrangements for your tour. If you choose to make your own flight arrangements, you are also responsible for arranging your own transportation to and from all airports and for arranging flights between cities as designated in the tour itinerary. If EF is forced to change the travel program in any way, you will be responsible for altering your flight plans accordingly and for any costs that result from such changes. Please be advised that you may not book your own flights or other arrangements independently of EF until your trip has been confirmed. EF is not liable any arrangements you have made on your own.

## Special Flight Arrangements

A \$95 service charge plus any additional costs incurred from our suppliers is applied to deviations (such as, but not limited to, dates and gateways) from published tour itineraries. Unfortunately, EF cannot provide transportation to and from the airport and hotel when you are not traveling with the group so you will be responsible for making your own arrangements. EF must be notified of any Special Travel Requests by 90 days prior to departure. Please be advised that you may not book your own flights or other arrangements independently of EF until your trip has been confirmed. EF is not liable any arrangements you have made on your own.

## Final Travel Information

Final travel information, including travel itineraries, hotel accommodations and airline e-tickets, are posted online 14 days prior to departure. If you have paper airline tickets, they are mailed via signature-required courier service approximately 10 days prior to departure. Courier services cannot deliver to post office boxes.

## Student Rooming (26 years of age or younger)

EF will take care of rooming assignments for all travelers. All rooming requests, including upgrades, must be submitted by 60 days prior to departure. Each hotel room is equipped with a private bathroom. Overnight trains provide *couchette* sleeping berths or *Sessels* (recliners), and cruises and overnight ferries provide cabins.

Standard rooms: Travelers room in triples or quads with same sex members of the entire tour group with which they are traveling. On rare occasions in select cities, accommodations may consist of one room with six beds.

Twin rooms and double rooms: Travelers may request twin (a room with two beds) or double (a room with one double bed) accommodations for the following additional charges:

- \$25 per hotel night per traveler
- \$70 per ferry or cruise night per traveler

Twin accommodations are not available on overnight trains.

Single rooms: Travelers may request a single room for an additional charge of \$55 per hotel night. Single rooms are not available on overnight trains, ferries or cruises.

## Travelers over 26 years of age

EF College Break tours are designed for travelers between the ages of 18 and 26. EF's published program fees are based on rates for 18-26-year-olds for transportation, entrance fees, accommodations, etc. Travelers over 26 years of age are required to pay an additional \$25 per hotel night and will be upgraded to a twin room. They must also pay an additional \$70 per night for overnight ferries and cruises.

## Optional Excursions

Optional excursions may be purchased up to 30 days prior to departure or while on tour, based on availability. EF accepts payment by Visa or MasterCard for optional excursions purchased on tour. Prices for optional excursions vary depending on season, number of travelers and other factors. These prices are based on minimum enrollment.

## Refunds & Cancellations

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

The cancellation policies 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. 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; monies cannot be transferred to another account.

## Cancellation of tours

Days Prior to Departure	Cancellation Fee (Includes Reservation Fee)
116 days or more	Full refund less \$150 deposit and \$250 cancellation fee
115-86 days	Full refund less \$150 deposit and \$350 cancellation fee
85-30 days	Full refund less \$150 deposit and 50% of the Program Fee
29 days or less	No refund

#### Cancellation of tours with replacement

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 application must be submitted at the same time as the notification of cancellation. Applications received fewer than 99 days prior to departure are treated as Late Applications and are therefore subject to late application penalties. EF cannot guarantee the replacement participant a place on the tour or the same flights as the group. This is primarily due to restrictions outlined in our airline agreements.

Days Prior to Departure	Cancellation Fee (Includes Reservation Fee)
99 days or more	Full refund less \$150 deposit
98 days or less	Replacements are no longer accepted

#### Passports and Visas

Every EF participant must be in possession of the appropriate documentation prior to departure. You are responsible for obtaining any travel documents and/or verifying entry requirements necessary for each country of travel and/or transit on your selected tour itinerary. Entry laws differ with respect to travelers' citizenship. Passports must be valid for at least six months after the end of your tour. EF cannot obtain personal travel documents for customers or assume responsibility for notice of countries' current requirements. You are responsible for any expenses incurred as a result of delays or itinerary changes related to your lack of appropriate travel documents. EF recommends that you apply for any necessary visas with a visa service.

#### Legal Responsibilities

Payment of the required reservation fee constitutes consent to all provisions of the conditions and general information contained herein. Furthermore, from time to time EF will photograph tours and tour-related activities. All travelers consent to the use of their likenesses in EF publications unless they specifically indicate their preference in writing. No warranties, representations, terms or conditions apply to any travel program unless expressly stated within these Booking Conditions (or in a letter signed by an EF officer). Each tour begins with the airline departure from your chosen departure gateway and ends upon completion of your return flight. (For those making their own flight arrangements or requesting flight deviations: 1) the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel according to the itinerary; 2) flights between cities during your tour are not an official part of the itinerary.) Any issues pertaining to the tour during the tour should be addressed by the Tour Director. EF reserves the right to immediately remove any traveler from their tour for failure to abide by EF's regulations and the directions of the Tour Director. Travelers who have been removed waive the right to a refund of any part of the program fee, and EF may send the traveler home at the traveler's own expense.

EF tours are not for resale and travelers must enroll directly with EF. Exceptions must be approved in writing by EF. EF reserves the right to change or cancel any aspect of a program at any time without notice. EF reserves the right to decline, to accept or to retain any person as a member of any tour without notice. EF cannot be held responsible for events beyond its control, such as (without limitation) acts of God, war (whether declared or undeclared), terrorist activities, public health matters, strikes or government restrictions; nor, in the absence of its own negligence, for personal injury, property damage, or loss of earnings, from any event whatsoever caused by persons not controlled by EF, such as (without limitation) airlines, cruise lines, railways, bus companies and hotels and their agents and employees. While EF makes every effort to ensure the accuracy of its publications, it cannot be held responsible for typographical or printing errors (including prices).

#### The USTOA \$1 Million Travelers Assistance Program

EF College Break shares the coverage available under the United States Tour Operators Association ("USTOA") \$1 Million Travelers Assistance Program with affiliates of EF 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 EF customers in the unlikely event of EF bankruptcy, insolvency or cessation of business. 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, NY, NY 10016, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.ustoa.com](http://www.ustoa.com). In the event of any claim, dispute or proceeding arising out of this Agreement, or any claim which in contract, tort, or otherwise at law or in equity arises between the 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.

#### Insurance options

We strongly advise all participants to carry our comprehensive insurance while traveling. Because insurance is so important while traveling abroad, all travelers are automatically enrolled upon booking. If you wish to decline this insurance coverage and travel uninsured, you may do so by notifying us at least 60 days prior to departure. Please be advised that any expenses incurred by uninsured travelers are the sole responsibility of the traveler.

The All-Inclusive Insurance Plan includes:

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

This insurance policy is available for a non-refundable premium of \$115 to be paid for at time of purchase. These insurances are also available for purchase individually. Call 1-800-665-5364 or visit [efcollegebreak.com](http://efcollegebreak.com) for details.

Medical and Accident Insurance covers:

- hospital bills, doctors' fees and medical transportation up to \$35,000 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

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)

Tour Cancellation and Interruption Insurance covers:

- full refund of the Program Fee if a participant needs to cancel from or interrupt the tour due to reasons of serious injury, sickness, financial hardship due to unexpected/involuntary job loss, jury duty, death in the immediate family, 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

These insurances are underwritten by ERIKA Insurance Ltd, P.O. Box 55569, S-102 04 Stockholm, Sweden, through a Master Policy issued to EF Cultural Travel AG. For complete terms, conditions and exclusions, please refer to the Master Policy, which may be obtained by calling EF at 1-800-665-5364.

#### EF's Release and Agreement

**I am an applicant, over age 18, for an EF College Break tour provided by EF Institute for Cultural Exchange, Inc. (hereinafter referred to as "EF"). By signing the EF Application, I understand and agree to the following:**

1. 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.

2. I agree to release EF and its parents and affiliates (which term shall include officers, directors, shareholders, agents and employees of EF as well as EF itself) and my school, my school board and my Campus Representative (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any bodily injury, mental anguish, emotional distress, physical or property damage that I may suffer from any cause whatever related in any way to my participation in any EF sponsored tour. Without limiting the generality of the foregoing, I release the Released Parties from, and agree not to sue them for any bodily injury, mental anguish, emotional distress, physical or property damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts. I further agree to release and hold harmless the Released Parties from any and all acts of God, war, strikes or government restrictions, terrorist activities or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, bus companies, railways, shipping companies, hotels, guides and sub-contracted agents or tour operators. This release also includes activities not offered by EF that may be considered risky including, but not limited to, parasailing, paragliding, parachuting, skydiving, scuba (unless certified), and the use of motorbikes, mopeds, scooters and ATVs.

3. 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.

4. I understand and agree that EF shall have no liability or responsibility for me when I am absent from EF Tour Director supervised activities or for non-EF supervised activities, such as free time, 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.

5. I understand and agree that EF reserves the right to refuse or cancel my registration at their sole discretion. In such event, Standard Cancellation guidelines as outlined in the Booking Conditions apply.

6. I agree to abide by EF's regulations and the directions of my tour director or EF's personnel during my tour. 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. EF is not responsible for arranging my transport home.

7. I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. 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.

8. I understand and agree that if I become ill or incapacitated, EF and its employees 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.

9. 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.

10. 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.

11. 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.

12. I understand that this tour has been designed for persons age 18 to 26 as reflected in the pacing, content, accommodations and other aspects of the tour.

13. 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 Campus Representative. This agreement may be amended or modified only in writing, signed by both parties. The unenforceability or 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.

14. 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.

15. I understand and consent that EF may use any film or video likenesses taken of me and any of my comments while on an EF-tour for future publicity.