

# Class Act Tours Terms & Conditions—Form B

**THIS INFORMATION IS IMPORTANT. PLEASE READ IT CAREFULLY.**

**Responsibility Clause** Class Act Tours, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively Class Act Tours) does not own, operate or control any person or entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Class Act Tours is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Without limitation, Class Act Tours is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of Class Act Tours.

Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond Class Act Tours control at the discretion of Class Act Tours as it deems necessary or desirable. On certain dates some attractions or activities may be closed. Class Act Tours at its sole discretion may cancel a program due to unforeseen operational difficulties, lack of projected availability, or any other reasons at any time.

Class Act Tours reserves the right to make audio and visual records of any of its trips and participant agrees that Class Act Tours may use any such records for promotional and/or commercial purposes, as well as approves of such uses by third parties whom Class Act Tours may engage without any remuneration to participant. Participant assigns to Class Act Tours all rights, titles, and interest in or to any and all media related to a Class Act Tours trip without any remuneration to participant, including photographs provided directly to Class Act Tours or through websites in which his or her name or likeness may or may not appear.

Class Act Tours reserves the right to decline to accept or retain any person as a member of any trip. In the event a member is expelled from a trip, no refund of any kind will be made. These terms and conditions can be changed only by a writing signed by an officer of Class Act Tours.

Participants understand that they are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment.

**Arbitration:** Any dispute concerning this contract, the Terms & Conditions and/or rules and regulations concerning the trip, the literature concerning the trip and/or the trip itself, shall be resolved solely and exclusively by binding arbitration in Atlanta, GA. Pursuant to the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Georgia shall apply. In any such arbitration, the arbitrator may, but is not required, to award attorney fees to the prevailing party.

## PRICE AND PAYMENT INFORMATION

**Price Adjustments:** The price quoted is based upon a minimum number of travelers. A registrant may receive a special price by registering by the registration deadline in the registration information. Class Act Tours can only maintain the special price offered until the registration deadline, after which time price increases applicable to the upcoming season will apply. In either case, the price is also subject to adjustment if the minimum enrollment is not met, if the program content changes, or in the event of circumstances beyond Class Act Tours direct control. These include, but are not limited to, increases in travel security charges, government imposed fees and taxes, fuel and energy costs and charges by motor coach companies, and airline, vendor, or group imposed schedule changes or delays.

**Additional Charges:** Participants are automatically registered 4 to a room. Some hotels do offer accommodations up to 6 per room and these rooms are assigned on a request only basis. We are happy to accommodate participants in a double, triple and single rooms based on hotel availability and upon written request. There will be a hotel supplement fee added to your cost, based on your room configuration if not occupying a minimum of a quad room and payable in your last installment date.

**Payment Plan:** Your trip leader has organized a payment plan for your group. All payments must be made by this each date. Reservations are not transferable at any time without prior request made to your Girl Scout Council. All name changes will incur a \$75.00 fee. All programs must be paid in full by the final payment deadline. Your program space is not guaranteed if you do not adhere to the terms of the required payment plan(s).

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**Late Registration, Late Payment, and Fees:** Class Act Tours charges a late registration charge of \$25.00 per person, for registrations received after November 1, 2011. The fee for any late payments made after any scheduled installment date is \$25.00. There is a \$25 service charge on returned checks, declined credit cards or e-check. A \$100 fee may apply for any correction made to your name within 75 days of the departure date.

**Program Information Letter:** Approximately two to three weeks prior to departure, you will be sent details regarding hotel information, departure and return times, packing tips, drop off/pick-up locations, etc.

**Supervision/Behavior:** Class Act Tours, the Trip Coordinator/Troop Leader, and chaperones establish behavior rules and directions for all student participants. Failure to abide by the rules or directions may result in the student being sent home at the parent's expense without any right to a refund. Consumption or possession of alcoholic beverages or non-prescription drugs of any kind, as well as violation of certain other rules, constitute grounds for immediate expulsion. All program participants will be responsible for their own actions at all times and Trip Coordinators and chaperones are responsible for the actions of all participants in their group. On occasion, program ADULT participants may be allowed by the Trip Coordinator and with the consent of Class Act Tours to leave the group and to explore on their own. Class Act Tours has no responsibility for those adult participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary rejoins the group, if that is their intent, at their own cost.

**Travel Documentation:** Every participant must have the required documentation necessary to participate in the trip prior to the date of departure, including needed identification that fully matches the name provided to Class Act Tours for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies. Class Act Tours provides online and customer service means for keeping the program participants information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 60 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees might apply. Visit the Transportation Security Administration website at <http://www.tsa.gov> for more information. If flying to destination, baggage fees/charges are not included in your package price. These must be paid at the airport each way or you may choose to have one free carryon, providing you adhere to the required size limitations. Please refer to your specific airline's website for more information regarding luggage restrictions and baggage cost.

If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the standard cancellation policy will apply.

**Privacy:** Because the nature of our business requires coordination with various providers who deliver the travel services you request, it is necessary to share some personal information that you have provided.

## CANCELLATIONS

**Standard Cancellation Policy:** All money paid is non-refundable. If you purchase travel insurance, you may receive a full or partial refund if cancellation is due to medical reasons pertaining to yourself or an immediate family member and confirmed by a physician that you cannot travel due to such medical reasons. The standard cancellation policy is based on the originally scheduled trip dates. This policy does not apply in the event of Class Act Tours bankruptcy, insolvency, or cessation of business. \* Please Note: The non-refundable deposit, fees for returned checks, fees for declined credit cards or electronic drafts, or late payments and registration fees are never refundable.

Please acknowledge that you have read, understood and agreed to the above terms and conditions and are a parent or guardian with responsibility for adherence to these terms on behalf of the program registrant.

**By registering yourself or your child to participate in a Trip with Class Act Tours,  
you acknowledge that you have read and understood these terms and conditions.**

**Participant Name (Please Print)** \_\_\_\_\_

**Parent/Guardian Name (Please Print)** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_