

## TOUR RESERVATION & BOOKING FORM

PLEASE COMPLETE, SIGN, DATE & RETURN ALONG WITH A CLEAN COLORED COPY OF YOUR PASSPORT S 1 PAGE  
 (THE ONE THAT YOU INTEND TO USE FOR THIS SPECIFIC TOUR)

**Trip Name:** \_\_\_\_\_  
**Traveler #1** Last Name: \_\_\_\_\_  
 First Name: \_\_\_\_\_  
*(Names exactly as they appear on passport)*  
 Mailing address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: Home: \_\_\_\_\_  
 Work: \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Passport # \_\_\_\_\_  
*(Must be at least valid for 6 months from trip date)*  
 Date & Place of Issue: \_\_\_\_\_  
 Citizenship: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
 Occupation: \_\_\_\_\_  
 (If retired, previous occupation and company name.)  
 Date of Birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_  
 (This is required for some visa applications)  
**Are you Vaccinated**     YES     NO  
*(Required by most countries)*

**Trip Dates:** \_\_\_\_\_  
**Traveler #2** Last Name: \_\_\_\_\_  
 First Name: \_\_\_\_\_  
*(Names exactly as they appear on passport)*  
 Mailing address \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: Home: \_\_\_\_\_  
 Work: \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Passport # \_\_\_\_\_  
*(Must be at least valid for 6 months from trip date)*  
 Date & Place of Issue: \_\_\_\_\_  
 Citizenship: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
 Occupation: \_\_\_\_\_  
 (If retired, previous occupation and company name.)  
 Date of Birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_  
 (This is required for some visa applications)  
**Are you Vaccinated**     YES     NO  
*(Required by most countries)*

**Person to be notified in case of emergency:**

Name (& relationship): \_\_\_\_\_ Telephone \_\_\_\_\_  
 Describe any health problems \_\_\_\_\_ food/dietary restrictions \_\_\_\_\_

*(By signing for this trip, I admit and confirm my full understanding of the nature of the tour and the physical requirements to be able to keep up with the pace of the visits and the sightseeing and that I am not in any way going to cause delays to the tour group or its other fellow members and if I cause so, I could be denied participation in the tour).*

**Accommodation**

Would like to share room (Y / N) \_\_\_\_\_ Please try to assign me a roommate (Y / N) \_\_\_\_\_  
 I'll share accommodations with (name) \_\_\_\_\_ I need a single occupancy room (Y / N) \_\_\_\_\_  
*(Single accommodations may be available at an additional cost. Single travelers for whom roommates are not available are subject to single supplement charges.)*

**Air Booking**

I will do my own international air  
 I want STS to help me book my ticket (Extra Cost, as the International air is not included in the tour):  
*Please contact our office for the air reservation assistance.*

**Notes:**

\* Depending on airline policy, air ticket may be unchangeable/nonrefundable after issue  
 \* Seat assignment based on availability ... Airlines have many convoluted rules regarding fares that allow (or not allow) mileage accrual and STS is NOT responsible in any way for such matters.

**Payment:**

**\$750.00 deposit per person is required to process your reservation, unless specified differently on the particular trip brochure you are signing up for. Balance is usually due 60 days prior to departure unless otherwise specified.**

Check enclosed by regular mail      Deposit in the amount of \$ \_\_\_\_\_ (if different amount than \$750.00) for this tour.  
 Pay online through our Secure Portal (same as check): <https://www.payerexpress.com/ebp/SpiekermannT/>  
 Charge my credit card: # \_\_\_\_\_ Exp. \_\_\_\_\_  
 Security code (the 3-digit code next to signature on back of card or 4-digit code on the front right side <Amex>) \_\_\_\_\_

*Signature for credit card charge* \_\_\_\_\_ *(signature)*

I would like to authorize STS to charge further payments and balance of my trip on the same credit card depicted above, when the due date comes up or to issue my air ticket without any further notifications from me \_\_\_\_\_ *(signature)*

**Loyalty Club** (discounts apply only to scheduled group departure tours and NOT to customized or private tours or extensions, nor for bookings made through 3rd party travel agencies)

Discounts are 2% for those who took 1-4 prior trips, 3% for 5-9 prior trips and 5% for 10 or more trips).

□ Number of previous trips with STS: {\_\_\_} (Please attach separate sheet with trips you took with us in the past and respective years)

**Release of Liability:** STS acts only as an agent for the passenger with respect to transportation, hotels, cruise and all matters of reservations and operation of the tour. STS and its agents and representatives do not accept responsibility for loss, damage, injury, accident, delay, irregularity, expense, or liability caused by negligence or default of any of their subcontracting organizations, their employees, their agents or representatives, including consulates, passport agencies, mail couriers or border & airport security conditions. Any such losses or expenses shall be borne by the participant. We reserve the right to cancel the tour prior to departure in which case the full payment of the "land portion" will be refunded to the participant without any further obligations on our part. It is understood that air tickets when issued shall constitute the sole contract between the passenger and the carrier concerned. STS or any of their subcontractors in various countries are not held responsible for any act, omission, unforeseen change, or event that will affect the passenger while heading to their destination or returning from it. Any sickness, injury, accidents, dismemberment, terrorist attacks, complications to the tour due to civil unrest or disturbance in the political climate at the destination or in relations between the USA and the visited country or in case of death of a passenger is not the responsibility of STS, its agents and representatives, or the airlines involved. **Clients have been advised of the option of purchasing individual travel protection insurance.** By signing up for this trip, I acknowledge my full awareness that the visited country (ies) may have a travel warning issued by the US State Department and it is with our complete free will that we are joining that specific tour. I could consult their web site at [www.travel.state.gov](http://www.travel.state.gov). I voluntarily apply to participate in this tour with knowledge of the inherent hazards and risks involved in travel. I also am aware that unforeseen events can happen (completely beyond STS's control) and may also cause the cancellation of the tour or alteration of the proposed itinerary and I accept such risks and the costs involved with it and will not hold STS liable for any damages or losses. As we plan your tour arrangements many months in advance, we may occasionally have to make changes or cancel the whole tour (for lack of participation or for Force Majeure) and we reserve the right to do so at any time. We seldom need to change trip leaders or choice of used airlines and we have the right to do so if necessary. We will accept your tour booking on the understanding that you realize the safety facilities in the developing world - in the vehicles, on the roads and at the tourist sites - often do not match ours in the USA. If you have any valid and legitimate complaint about any of your tour arrangements, you must tell our relevant local supplier at the time. In the event that your complaint cannot be resolved by our local representative at the time, please contact our US office directly. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were at the destination, and this may affect your rights under this contract for any compensation.

**SIGNATURE (I have read & accept this entire Release of Responsibility) \_\_\_\_\_ Date \_\_\_\_\_**

**Passports & Visas:** Your passport must be valid for 6 months from the date of return to the USA and must contain empty "Visa" pages. You are also responsible for checking with the appropriate consular sections of the country/ies visited if a visa is required. STS is not responsible for any passport or visa problems, delays or any unforeseen conditions that can affect the trip. **Traveler is responsible to provide STS with the valid passport that will be used for the specific trip she/he signed up for and any amendments and changes to the used passport could cause a problem obtaining visas and/or will add additional expenses in resubmittal of information. A fee of \$50 will be added to the final invoice in case of such passport changes.** Upon acceptance of my application this agreement shall be deemed to have been entered into and performed in Eastpointe, Michigan and shall be construed according to the laws of Michigan only. In the unlikely event a legal dispute should arise involving any subject matter whatever, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association in Michigan. Should the arbitration provision prove to be unenforceable, I agree that any legal action shall be brought before the appropriate court in Macomb County, Michigan, or Federal Court in Michigan. I further agree that should the plaintiff fail to prevail in any legal dispute before a court said plaintiff hereby agrees to pay all reasonable attorneys' fees for the defendant in the dispute.

With regard to credit card sales for services related to this tour, the client will hold STS and its agents and representatives harmless for all chargebacks exercised by them or their credit card companies, originating from any complaints for any unsatisfactory services or for any reason for which the client did not use part of the prepaid tour or for any reasons whatsoever.

**Cancellations & Refunds:** Cancellations must be received **in writing and** will be processed according to the date the written notice is received. Although a verbal cancellation is appreciated, it will not be accepted as final notice. Departure is defined as the date of the first flight from USA, or the trip departure date as indicated on our Trip Schedule, whichever comes first.

1. Money will be refunded minus the following cancellation fees/penalties per person (unless different for a particular trip, then the special cancellation schedule of that trip will apply):

From time of booking up to 90 days prior to departure	\$500.00 per person	89-60 days prior to departure	\$750.00 per person
59-31 days prior to departure	75% of total land cost	30-0 days prior to departure	No refund

2. Aside from the above penalties, any additional penalties on airline tickets imposed by the airlines- in cases of cancellation or date changes after issuance of tickets - will be totally charged to the traveler. In addition, any costs involved in obtaining visas will also be collected from the traveler and cannot be reimbursed by STS or its suppliers.
3. Hotel rooms booked on our tours are run of The House (ROH), any special rooms with views or upper floors will entail a supplement that clients will be responsible to cover.

□ I have read & accept this entire Release of Responsibility and I have read and accept the complete **Terms & Conditions** of the trip I am booking, including notification of cancellation penalties. I fully understand all contents of this document and agree with the same. By making this booking with STS you guarantee that you have the authority to accept & do accept on behalf of your party the terms of these booking conditions.

**SIGNATURE (1) \_\_\_\_\_ Date \_\_\_\_\_**

**SIGNATURE (2) \_\_\_\_\_ Date \_\_\_\_\_**



# BOOKING TERMS AND CONDITIONS

Please read the following Terms and Conditions before booking your trip with Spiekermann Travel Service, Inc. d/b/a Spiekermann Travel (“STS” and/or “we/us/our”). By booking your trip, you signify that you have carefully read, understand, and agree to all Terms and Conditions

These terms and conditions (“Terms”) govern the relationship between STS and you, the purchaser and/or traveler (“Client” and “passenger” and “you/your”). By planning travel through STS, you agree to be bound by these Terms. STS acts as a booking agent for disclosed principal supplier tour operators, cruise lines, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and other services (“Supplier(s)”) and may not be the source or provider of the travel services. Any payment made to STS shall be deemed to constitute full acceptance of these Terms.

## USE OF STS SERVICES, ACCESS, AND INFORMATION FOR TRAVEL BOOKINGS

You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to make travel bookings with STS. You agree to be financially responsible for all of your travel bookings made on behalf of yourself and any member of your traveling party for whom you are authorized to transact business and you warrant that all information supplied by you on behalf of yourself, members of your household, or others for whom you are authorized to transact business with us is true and accurate. You agree that you will only make legitimate reservations or purchases with STS and its Suppliers and acknowledge that, without limitation, any speculative, false, or fraudulent reservation is prohibited.

STS accepts all bookings as an agent for the travel Suppliers on your itinerary. Separate Supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, and you understand and agree to abide by the terms and conditions of purchase imposed by any Supplier on an itinerary you have approved. As a reservation condition, you must provide the information requested by STS along with your initial payment of \$750.00. STS reserves the right to cancel your reservation and all services and retain all related cancellation fees if your information is incomplete or inaccurate. Your personal data provided for your reservation is used to process your services with our Suppliers. It may be necessary to transfer these details to other countries or authorities whose data protection and privacy laws are less stringent than those of the United States of America. This may include requirements to pass details to Suppliers, as well as certain governments or government-appointed bodies, or agencies in the interest of security or because we are obliged to by law.

STS is not liable or responsible for any arrangements made independently of STS. STS assumes no responsibility for costs or fees you incur for independent arrangements not booked through STS, inclusive of, but not limited to, airline, hotel, excursion, and travel protection related charges. If you make your own flight arrangements, STS is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates and cannot assist you with any schedule changes or delays related to air reservations made on your own arrangement.

## RESERVATIONS

To begin booking your trip, complete our booking form. You may either fill it out on our website or mail your form to our offices. All forms must be signed and filled out in full. You are responsible for any mistake or omission on your booking form. Under no circumstances is STS liable for any errors or omissions in the information provided by you to complete the reservation. The legal first and last name of all passengers must be identical to the names as they appear on booking and travel documents (passport). If you are booking for

other passengers as well as yourself, you signify that you are authorized to make these bookings on their behalf. Before booking your trip, it is your responsibility to make sure you are in possession of a valid passport, and that your passport is valid for at least six months after for trip. You are responsible for providing and verifying complete and accurate information for all participants and services at the time of reservation. When you receive any and all travel documents, it is your responsibility to review and verify all information for accuracy. Contact STS immediately if changes or corrections are required. STS is not responsible for incorrect or inaccurate booking information provided by you.

Once we receive your completed booking form along with the appropriate trip deposit, you will be issued a receipt. You are required to read this receipt carefully and notify us of any omission or mistake. We disclaim any liability for inaccuracies we are not made aware of within the appropriate time frame before your trip embarks. We will communicate with you on a regular basis leading up to your trip by email and sometimes by phone. Some documents may be sent via mail.

## PRICING

Quoted prices on your itinerary are per person, based on two people sharing a room. If you request a single supplement, you will be required to pay a fee. Please note that single accommodations are not always possible. In the case that we are unable to accommodate you with a single room for any reason, we may pair you up with a fellow traveler (of the same gender) and reimburse you the extra cost of that night's single supplement. If you are traveling alone and would like to share a room, we will do our best to match you with a roommate of the same gender. However, in the case that we can't find someone for you to share a room with, you will be obligated to pay a single supplement fee.

We reserve the right to change the prices of tours at any time prior to booking. Though the cost of your trip will be confirmed at the time of booking, all tours will be subject to surcharges. Transportation costs, fuel, dues, taxes, or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or exchange rates which have been used to calculate the cost of your tour are subject to change after booking. However, we will endeavor to notify you of any surcharges as soon as possible. If you do not accept the adjusted trip cost, you will be offered the option of either cancelling your participation in the tour (subject to the cancellation fees described below) or moving your deposit to another tour without penalty if it is within 90 days prior to your originally scheduled trip date.

At the time of reservation, a non-refundable, non-transferable, per person, per trip deposit of **\$750.00** is required; except, however, please note that customized or private tours may be subject to different deposit amounts and fees.

Additional per person, non-refundable, non-transferable deposits and payments are required for your international flights and/or for intra-trip air. These are in addition to the deposits and payments described above.

We reserve the right to correct errors in price quotes or billing. If any pricing error or omission occurs, we reserve the right to adjust such pricing or make any other corrections. All offers, incentives, and Supplier promotions are subject to availability and may change without notice. You are advised to reserve early to avoid disappointment, increases in fares, and additional late booking fees.

Unless specifically noted in your trip itinerary, the following are not included in your reservation:

- International airfare, unless specified in the itinerary such as some intra-country flights or flights between several of the countries visited within one tour or between 2 connected tours;
- airline fees, including fees for advance seat assignments, premium seat assignments, and checked and excess baggage fees;
- government taxes and fees, including entry/exit fees at airports, port taxes, and fees, Federal inspection fees for US Immigrations & Customs; International Air Transportation tax, agricultural tax; other per-person taxes imposed by government entities; airport taxes and fees, including the September 11th

Security fee, Federal domestic flight segment fees, and US and international arrival and departure and other government-imposed fees added by the airline and applicable at the time of reservation. (Some fees may be included in the price of airfare if purchased through STS)

- passports; visas; vaccinations; health screening, including PCR Testing, if necessary;
- laundry; telephone; minibar;
- alcohol, beverages, and food outside of any contracted menu as presented at a hotel or restaurant or on board your vessel (these extra items will be billed to you before leaving the hotel, ship, or restaurant);
- optional excursions;
- Travel Protection or third-party Travel Insurance.

## **PAYMENT SCHEDULE**

Full payment is required by the final payment date, which will be no later than 60 days prior to travel unless otherwise specified in your itinerary. You understand that failure to make final payment or any violation of a Supplier's conditions of purchase may result in cancellation of your reservations, in your being denied access to any flights, tours, hotels, cruises, or other travel services, or in your forfeiting any monies paid for your reservations.

Travel Protection payments or Third-Party Travel Insurance Payments are always non-refundable.

Reservations made after the final payment date require full payment at the time of reservation and will include any late reservation fees.

STS accepts payment via check, ACH, or wire transfer, money order, Visa, MasterCard, Discover/Novus, and American Express.

Your reservation is confirmed when your initial deposit payment is processed. Your invoice is a confirmation of services on the reservation.

## **TRAVEL CHANGES AND CANCELLATIONS BY CLIENT**

Any changes you would like to make to your booking after it is confirmed must be requested in writing, and as soon as possible. While we endeavor to assist, any changes made are subject to availability, and we make no guarantee that we will be able to meet your requests. Because we incur costs in changing your arrangements, any changes made will be subject to an administration fee, as well as any associated cost of the change imposed by our Suppliers. Some changes may result in the recalculation of the tour price. If you wish to transfer your booking to a different tour, we will treat the case differently from tour to tour and in some cases, there will be no penalties while in other cases we may assess a penalty for the cancelled tour.

If you wish to cancel your booking for a trip altogether, we must receive written notice of your cancellation, which will be processed as of the day the notice is received by us. If you cancel a trip, you will be subject to cancellation charges. We will refund monies previously paid by you, minus the following cancellation fees/penalties per person. (Different schedules and cancellation rates may apply in the cases of customized or private tours.)

From time of booking up to 90 days prior to departure - \$500 per person

89-60 days prior to departure - \$750 per person

59-31 days prior to departure - 75% of total land cost

30-0 days prior to departure – No refund

Cancellation fees will be charged to the credit card or other payment method you authorized to pay for travel services or deducted from the Supplier's refund.

Aside from the above penalties, any additional penalties on airline tickets imposed by the airlines – in cases of cancellation or date changes after issuance of tickets – will be the responsibility of the traveler. Any costs



involved in obtaining visas will also be collected from the traveler and cannot be reimbursed by our company or its suppliers (such costs are non-refundable).

Hotel rooms booked on our tours are “run of the house” (i.e., bedding configurations are not guaranteed but may be indicated as a preference during the reservation), and any special rooms with views or upper floors will entail a supplement that clients will be responsible to cover.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to the travel insurance company concerned.

## **TRAVEL CHANGES AND CANCELLATIONS BY STS**

Although STS endeavors to operate all our tours as advertised, we reserve the right to make any changes to your tour’s accommodations, services, prices, and itineraries. Most changes are small. In the event that a significant change must be made, such as a change in the standard of accommodations or missing out on an important destination, we will notify you as soon as possible, provided there is enough time prior to departure. Please note that those are just a few examples of significant changes, and there may be other changes that can be considered significant. In the event of a significant change, we may offer you the option of purchasing a similar alternative tour, provided there is enough time before your departure to do so. If the alternative trip we offer is cheaper than the original one you planned to take, we will refund you the difference. If it is more expensive, you will be required to pay the difference. In the case that you do not want the alternative trip offered to you, you may choose from our other available trips, but you will be responsible for paying the difference if it is more expensive than the original tour. If you choose to cancel instead, you are entitled to a full refund, minus any airfare expenses that cannot be refunded. For customized or private tours, cancellations of other parties may affect the price of your travel and accommodations. We reserve the right to recalculate these charges and invoice you accordingly.

Please note that escorted group tours require a minimum number of participants in order for us to operate them. If we do not reach the minimum number of bookings required for a particular tour, we are entitled to cancel it. We will notify you of the cancellation for this reason at least two months prior to your departure.

Likewise, we reserve the right to cancel any tour at our sole discretion. Though it is unlikely, if we reasonably feel that the physical condition or behavior of a client may affect their own well-being or the well-being of those around them, we may choose to cancel their trip. It is your responsibility to behave in a way that does not offend or endanger those around you. In cases such as these, we reserve the right to terminate any arrangements made on your behalf. In the event that we determine your behavior is cause to terminate your trip, your right to any refunds, reimbursements or compensation is forfeited. If your tour requires a medical form or release from a physician, cancellation fees may apply if your physician does not sign the form.

If we cancel a trip, we will, where compensation is appropriate, pay compensation to you depending on the circumstances and when the significant change or cancellation is notified to you, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above-mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care (such as a force majeure) or we have to cancel because the minimum number of bookings necessary for us to operate your trip has not been reached. No compensation will be payable, and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one.

Failure to make final payment or any violation of a Supplier’s conditions of purchase may also result our in cancellation of your reservations. You may not be entitled to a refund if you change or cancel your travel plans after confirmation of a booking. In some cases, there is NO REFUND once a booking is made and under deposit.

## **TRANSFERRING YOUR BOOKING**

In the case that you are prevented from traveling, you may transfer your place to someone else (introduced by you), subject to the following provisions: (1) we are notified no less than ONE MONTH prior to departure. (2) the transferee agrees to all booking terms and conditions set forth herein. (3) all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result of the change of name (Including and not limited to any airfares issued or tickets that require reissuance) together with an amendment fee of \$100 must be paid before the transfer can be affected. (4) any overdue balance payment must also be received.

## **FORCE MAJEURE AND OTHER CANCELLATIONS BY STS**

STS will not be in breach of these terms and conditions or otherwise be liable to you, for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, orders of governmental authorities, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, insurrection, breakdown of communication and transportation facilities, including web host and internet service provider, breakdown or malfunction of equipment, destruction of or severe damage to facilities, natural catastrophes including, but not limited to extreme weather events, floods, earthquake, and volcanic eruptions, governmental acts or omissions, changes in laws or regulations, national or regional strikes, fire, explosion, generalized lack of availability of raw materials or energy, and any other unforeseen circumstance which is beyond the control of STS ("Force Majeure Event"). THE PURCHASE OF TRAVEL INSURANCE IS HIGHLY RECOMMENDED ON ALL TRIPS.

STS reserves the right to cancel or reschedule any trip departure for any reason and at any time, including insufficient demand, strikes, lockouts, riots, stoppage of labor, or Force Majeure event.

In addition, each of STS's Suppliers has terms and conditions, which include Force Majeure provisions. In the event that a Force Majeure event occurs, those Suppliers may be entitled to and may, in their sole and absolute discretion, vary, postpone, or cancel any itinerary or arrangement in relation to the trip. Payment of any refund to you as a result of the non-performance of any obligations by any third-party Supplier shall remain in the sole and absolute discretion of the Supplier pursuant to their policies, although STS shall use its reasonable efforts to secure reimbursement for you where possible.

In the event of a cancellation by STS prior to departure for reasons other than as a result of the occurrence of a Force Majeure event, STS will use best efforts to rebook the same trip with a different departure date or to rebook you on a similar trip, but there is no guarantee of availability for future dates, or that the available dates will be agreeable to you, the client. If you accept re-booking, STS will refund the difference in price if the price of the new trip is lower; however, you are responsible for additional costs if the alternate departure is more expensive. If this rebooking option is not acceptable to you, STS's only responsibility is to refund the amounts paid by you for the reservation, less an administrative fee of \$250.00 per person.

## **DELAYS AND DENIED BOARDING REGULATIONS.**

Because departure and arrival times are estimates only, we cannot accept any liability for any change, cancellation, or delay in your transportation to from or to the United States. In addition, we disclaim any liability in regard to changes, cancellations, or delays caused by adverse weather conditions, rescheduling by transport supplier, airline or airport authority, actions by air traffic controllers, mechanical breakdown, industrial action or any other event or circumstance outside our control. Any delays leading to loss of tours or services, or hotel nights will not be compensated for by STS and clients MUST instead submit any claims for missed services to their Travel Insurance Company for possible reimbursement.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payments due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment

arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience, or effect on any other arrangements.

The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no obligation to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline.

#### **FEES FOR CHANGES OR REVISIONS TO ITINERARIES.**

All changes or revisions to a reservation requested prior to the Final Payment Date will incur a minimum \$250.00 per person fee plus airline change fees, if any. These fees are non-refundable.

After the Final Payment Date, any change to a participant's name, trip date, or itinerary after the final payment date is treated as a full cancellation and new reservation. All cancellation fees apply in these instances. All other revisions apply the same revision fee as above.

#### **TRAVEL DOCUMENTS, INCLUDING TSA AND DHS ACCEPTABLE IDENTIFICATION REQUIREMENTS**

It is each Client's responsibility to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations. When traveling domestically or internationally, the US Transportation Security Administration (TSA) and the US Department of Homeland Security (DHS) advise that everyone carry acceptable identification in order to board a flight. Acceptable identification can be found at <http://www.tsa.gov/traveler-information/acceptable-ids>; examples are a DHS-designated enhanced driver's license, a Passport, and a foreign government passport. The name, date of birth, and gender on the identification card must match exactly the same data listed on airline ticket(s) and booking records. You acknowledge that failure to comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint, causing the Client to miss flight(s) and subsequent scheduled travel bookings on cruises and tours. You are responsible for providing STS with the valid Passport that will be used for the specific trip she/he signed up for, and any amendments and changes to the used Passport could cause a problem obtaining visas and/or will add additional expenses in resubmittal of information. A fee of \$50 will be added to the final invoice in case of such passport changes.

STS strongly recommends that you take into account that certain countries will not admit a passenger if their Passport expires within six (6) months of the anticipated return date. Your Passport must contain blank pages sufficient for the visas required on your itinerary. Non-United States citizens may require additional documentation. The client is responsible for making STS aware when traveling on a passport from a country other than the United States of America. STS neither controls nor warrants the issuance of visas or approval of visa waivers related to your travel. Should a visa not be issued, STS is not responsible for lost payments made toward the contemplated trip. Please note that the rules of each country regarding entry and exit change on a daily basis.

Children and infants also require travel documents. Minors traveling with one parent and/or without both parents may be stopped and not admitted unless authenticated and verified consent forms are provided to the authorities; please see <https://help.cbp.gov/s/article/Article-3643> for additional information. The US Customs and Border Protection Agency requires that groups of children under the age of 19 arriving in the United States by land or sea from a contiguous territory and traveling with a school group, religious group, social or cultural organization, or sports team, may also present an original or copy of his/her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate. Parental or legal guardian consent must be provided to the supervising adult/Group Leader in writing.



## **MEALS, DIETARY RESTRICTIONS AND ALLERGIES**

All meals mentioned in the itinerary are included. Any meals not included in the itinerary are on your own. We will attempt to cater to your dietary needs and/or any food allergies you may have. Please let us and your tour guide know ahead of time if you need special accommodations regarding meals. You **MUST** include any special dietary conditions in your reservation form.

## **INDIVIDUAL ENTRY AND EXIT REQUIREMENTS**

Each country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or prior criminal offense, contact that country directly for entry and exit requirements. You can visit the US State Department Website for further information about these requirements. See <https://travel.state.gov/content/travel.html>. We do not inquire about an individual's criminal record in the interest of respecting our clients' privacy.

## **HAZARDOUS MATERIALS**

Federal law prohibits passengers from carrying hazardous materials on the aircraft.

1. Federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 USC 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radio- active materials—examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radiopharmaceuticals.
2. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibited-items>.

## **INSECTICIDE NOTICE**

We recommend that you refer to the DOT list of airports in countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft. This list is on the DOT's website and is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

## **AIR RESERVATIONS, SCHEDULE CONFIRMATION, CHECK-IN**

Your airline ticket is a contract between you and the air carrier, even if you purchase through STS. If you purchase air travel through STS, you acknowledge and agree that STS does not have the right to control the operations of independent airlines, and agree that STS is not liable for any personal injury, property damage related to your purchase of air tickets or air travel, including, but not limited to any act, error, omission, injury, loss, accident, or delay caused by any act, error or omission of the airline, including their failure to deliver services, partial or inadequate delivery of services, airline policies, fuel increases, bankruptcy or cessation of operations.

We are not always in a position at the time of booking to confirm the aircraft and flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems, and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions. STS shall not assume any responsibility for any air schedule changes. In rare instances, upon departure from a country, certain departure taxes must be paid in cash only and may vary in price. Failure to use a reservation may result in the automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Airline e-tickets expire a year from the issue date unless carrier fare rules in the passenger's itinerary fare provide otherwise.

Due to enhanced security, it is strongly recommended that you check in a minimum of 2 hours prior to scheduled departure for domestic flights and 3 hours prior to scheduled departure time for international flights. Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights and 72 hours prior for international flights.

Frequent Flyer mileage accrual is at the discretion of the airline(s). STS has no liability if the accrual of miles or points is denied or if upgrades are not allowed. Many airlines do not permit upgrades on airfare purchased in certain fare classes or when using frequent flyer miles, loyalty status, or certificates.

Seat assignments are not guaranteed even after they are assigned, and STS has no control over airline seat assignments. Most airlines charge a fee to pre-book a seat.

#### **UNUSED ARRANGEMENTS, MINIMUM PASSENGER REQUIREMENTS, AND ALTERATIONS TO BOOKINGS**

No refunds will be issued for unused services (late arrivals, temporary absences from your trip, or early departures), for unused transportation where group activity tickets are involved, because of airline schedule changes or irregular operations, or for voluntary modifications made by you.

Some group tours are based on the minimum number of passengers traveling; if the number of passengers falls below the minimum required, a surcharge may be imposed, or the tour may be canceled. Any cancellations of a tour or package for reason of failing to meet the minimum traveler requirement will be governed by our cancellation policy.

Alterations to your itinerary may be necessary for any number of reasons, including but not limited to severe weather, border closings, or flight changes. Any alterations to an itinerary are at the sole discretion of STS or its Suppliers, and no refund or trip price reduction is given if an itinerary change is necessary.

#### **HEALTH/IMMUNIZATIONS**

Our trips range from somewhat active to very active in nature. It is your responsibility to choose an itinerary and destination compatible with your level of capabilities. You will not be refunded for activities you were unable to participate in due to physical restrictions. We urge you to seek the advice of your doctor if you are unsure whether or not you can participate in a tour's activities.

It is also your responsibility to get any recommended vaccinations prior to your trip. You may want to consult your doctor about health requirements and recommendations prior to your trip. You must have the proper immunizations and health screenings and the required documentation of such immunizations and screenings before travel. STS shall not assume responsibility for the accuracy of health, vaccination, or documentation prior to departure or upon landing at the final destination. In some cases, required inoculations must be recorded by the Client's health practitioner on a valid vaccination certificate, which the Client must carry for proof of immunization. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking. Check the State Department Web site <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the Center for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues related to travel.

## **RISKS/SAFETY**

Travel to certain destinations may involve greater risk than others. STS urges Clients to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on health and safety conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, <http://www.tsa.gov>, <http://www.dot.gov>, <http://www.cdc.gov>, and <http://www.cbp.gov>. The Smart Traveler Enrollment Program (STEP) is a free service provided by the US Government to US citizens who are traveling to or living in a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency. Registration is recommended and provided by going to <https://step.state.gov/step/>.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, STS DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK (INCLUDING, WITHOUT LIMITATION, THE RISK OF DEATH OR INJURY) AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CLIENT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CLIENT'S OWN RISK. BY MAKING A RESERVATION FOR A TRIP, YOU ACCEPT THE RISKS INVOLVED IN VISITING EACH COUNTRY ON YOUR TRIP; AS SUCH, YOU WILL NOT BE ENTITLED TO A REFUND (EXCEPT AS OTHERWISE PROVIDED HEREIN) IF YOU LATER ELECT TO CANCEL THE TRIP BECAUSE A POSTED ALERT OR CAUTIONARY ADVICE IS SUBSEQUENTLY LISTED ON THE US STATE DEPARTMENT WEB SITE.

In the event of emergent health or safety concerns, once STS has investigated the prevailing situation, STS shall have the sole and absolute discretion whether to proceed with any STS escorted trip or private departure or to make alterations to the itinerary.

## **SPECIAL REQUESTS, NEEDS, & PARTICIPATION REQUIREMENTS**

Any special requirements or disabilities must be disclosed to STS at the time of reservation, or if such requirements arise after the reservation, as soon as such requirements are or reasonably should be known by the participant. If STS has not received disclosure of requirements or disabilities that require reasonable accommodations for accessibility, and/or if your participation poses a threat to the safety or health to self or others, STS may be unable to accommodate you for part or all of travels or any services provided in connection with your travels.

Laws and regulations related to the accommodation of disabilities and special needs vary from country to country, and STS is not liable for the denial of services by air carriers, hotels, restaurants, or other independent suppliers.

Certain activities or venues may be limited or inaccessible to you if your mobility is limited in any manner. Many excursions and sightseeing involve extended periods of walking and standing, often on uneven pavement or surfaces, and may include staircases, paths, walkways, or locations that are narrow or inaccessible or of limited accessibility by wheelchair.

You are responsible for assessing if the itinerary is suitable for all participants on the reservation. We recommend contacting STS prior to making a reservation to determine what reasonable assistance might be available.

STS will make reasonable efforts to accommodate passengers' needs but cannot guarantee that it can do so in all cases. You are advised that some Suppliers, including hotels and small ships or boats, may not have elevators.

No refunds are provided for missed services or activities due to your inability to fully participate with the group, including keeping pace with the group, if conditions requiring assistance are not known to STS at the time of reservation or when reasonably known by the participant. STS does not provide personal services or

individual assistants to trip participants. Our staff is not required or trained to assist with personal tasks. This includes eating, dressing, toileting, lifting or pushing a wheelchair, walking, getting on or off transportation, portage, or other personal needs. If you need such assistance, we strongly recommend that you have a companion accompany you to assist you.

You must notify STS at the time of reservation if you are traveling with a wheelchair or if the need for a wheelchair arises after the reservation, then as soon as that need is known. You are responsible for the storage and maintenance of any permissible wheelchair.

In some destinations, motorized scooters may not be permitted. If you arrive with a motorized scooter, you will be responsible for its alternate transportation arrangements to your end destination at your expense.

If you have any special request, you must notify us in writing at the time of booking. Although we will endeavor to relay any reasonable requests to the relevant Supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

Our company cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

## **CLIENT CONDUCT**

Each participant in any trip escorted by STS is expected to act responsibly and adhere to all behavior guidelines established by STS and our Suppliers, including dress codes at religious and cultural sites. STS and all local Suppliers reserve the right to remove you from any facility, hotel or resort property, tour location, or means of transportation if your health or your conduct appears to endanger yourself or others, disrupts the general well-being of other clients on any element of your trip or interferes with the operation or security of the places we visit. In any such case, there will be no refund.

When you book with STS, you accept responsibility for any damages or losses caused by you. Full payment for any such damage or loss must be paid directly at the time to the accommodation owner or manager, or other Supplier. You must indemnify us for the full amount of any claim (including reasonable attorneys' fees and other legal costs) made against us because of your conduct. We are not responsible for any costs incurred concerning a guest removed from a trip or any portion of a trip. You agree not to hold STS or any of its owners or related entities liable for any actions taken under these terms and conditions. Baggage and personal effects are, at all times, the exclusive responsibility of the passenger, and STS is not responsible for care of a passenger's baggage or other personal effects.

Any transportation, possession, or use of illegal drugs will result in the immediate termination of your trip. You are responsible for knowing and observing the licensing laws for drug possession (including prescription and over-the-counter medications) for all countries and states you visit. Laws may require you to carry a prescription from your doctor.

Smoking is not allowed on transportation that STS provides. Smoking includes cigarettes, e-cigarettes, cigars, e-cigars, or other smoking or vaping devices. You are responsible for abiding by and adhering to Service Provider's terms & conditions, including as they relate to smoking. This includes, but is not limited to, smoking only in designated sections of vessels, hotels, or restaurants.

STS contracts non-smoking rooms. Hotels may impose a 100% non-smoking policy. If you require a smoking room, a request may be submitted, but STS cannot guarantee availability.

Weapons are not permitted on any STS itinerary. This includes firearms, knives, mace or pepper spray, and weapons of any other type.

### **CONTRACTED ACCOMMODATIONS**

Hotels are listed in your itinerary, but STS reserves the right to substitute alternative accommodations if necessary. STS will use its best efforts to secure comparable accommodations. No refunds are provided for hotel changes. Full cancellation fees apply if you wish to cancel your reservation because of a hotel change.

Air conditioning in hotels is not guaranteed, and its availability depends on local and national laws/regulations. Though hotels may have air-conditioning as a listed amenity, its usage is often unavailable at night or in the off-season. STS has no control over air-conditioning at hotels.

STS does not secure early check-in (unless specifically noted in an itinerary). Check-in times vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

Earning loyalty points for hotel reservations on your itinerary may not be possible. Hotel rewards/points cannot be redeemed with hotels used by STS.

STS contracts run-of-the-house rooms, meaning bedding configurations are not guaranteed but may be indicated as a preference during the reservation. The assignment of rooms is at the hotel's discretion and not controlled by STS. The single supplement ensures your own room but not the number of beds in a room. Single rooms are generally smaller in size and may be less conveniently located.

### **DISCLAIMER OF DAMAGES**

We act only as an agent with respect to transportation, hotels, cruise, and all matters of reservations and operation of the tour. Our company, its agents, and representatives disclaim any liability for loss, damage, injury, accident, delay, irregularity, expense, or liability caused by negligence or default of any of our subcontractors, their employees, their agents, or representatives, including consulates, passport agencies, mail couriers or border and airport security conditions.

BECAUSE STS ACTS AS AN AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE THAT STS IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH MAY ARISE OUT OF THESE SERVICES. STS HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH STS, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, THEIR CANCELLATION AND REFUND POLICIES, FUEL INCREASES, BANKRUPTCY, OR CESSATION OF OPERATIONS AND OTHER MATTERS OUTSIDE OF STS'S CONTROL. YOU HEREBY EXONERATE STS FROM ANY LIABILITY WITH RESPECT TO THE SAME.

WITHOUT LIMITING THE FOREGOING, NEITHER STS NOR ANY OF ITS OWNERS, OFFICERS, OR AGENTS SHALL BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES (WHETHER FORESEEABLE OR NOT AT THE DATE OF THIS AGREEMENT), EXCEPT TO THE EXTENT ANY OF THE FOREGOING ARE CONSIDERED DIRECT DAMAGES UNDER APPLICABLE LAW

We cannot accept any liability for any damage, loss, expense, or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not



have foreseen you would suffer or incur if we breached our contract with you or which did not result from any breach of contract or other faults by ourselves or, our employees or where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (trip participants). To the extent permitted by any relevant local law, where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, our maximum liability is the maximum that would be payable by the airline or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

Air carriers, accommodations, and other Suppliers providing services are independent third-party contractors and are not agents, employees, servants, or joint ventures of STS or its affiliates.

From time to time, and for the purpose of identifying those Suppliers as the provider of a component or part of a cruise, package, or tour, some Suppliers may utilize STS's name on promotional media, signage, or attire. Although you may see STS name on vehicles, signs, apparel, or elsewhere during your cruise, tour, or excursion, its use by Suppliers is solely for the purpose of identification and does not represent or signify in any way ownership, management, supervision, direction, or control, or the right to direct or control by STS of services that are provided by the Suppliers, or of the employees, servants, or agents of the Suppliers.

All certificates and other Trip Documents for services issued by STS are subject to the Terms & Conditions specified by any of our Suppliers, which are available upon request, and to the laws of the countries where the services are supplied.

## **LIMITATION OF LIABILITY**

YOU AGREE, IN ANY EVENT, THAT THE MAXIMUM LIABILITY THAT STS MAY OWE YOU IN RESPECT OF ANY DAMAGES YOU MAY INCUR ARISING UNDER THESE TERMS OR ARISING IN CONNECTION WITH YOUR TRIP UNDERTAKEN THROUGH STS SHALL BE LIMITED TO THE AMOUNTS YOU HAVE ACTUALLY PAID STS FOR THE SERVICES IT PROVIDES IN CONNECTION WITH YOUR TRIP. NOTWITHSTANDING THE FOREGOING, IF WE ARE FOUND LIABLE FOR LOSS OF AND/OR DAMAGE TO ANY LUGGAGE OR PERSONAL POSSESSIONS (INCLUDING MONEY), THE MAXIMUM AMOUNT WE WILL HAVE TO PAY YOU IS \$500 PER PERSON AFFECTED AND PER INCIDENT. IT IS YOUR RESPONSIBILITY TO ENSURE YOU HAVE APPROPRIATE TRAVEL INSURANCE TO PROTECT YOUR PERSONAL BELONGINGS.

## **TRAVEL INSURANCE**

STS CAN REFER YOU TO INSURANCE COMPANIES OFFERING TRAVEL INSURANCE TO PROTECT PASSENGERS AND THEIR INVESTMENT IN TRAVEL. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CLIENT'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, Client understands and agrees that if Client cancels or interrupts Client's travel for any reason, portions of the trip/tour may not be refunded, and STS' and travel Suppliers' cancellation penalties will apply, resulting in the loss of monies up to the full cost of Client's travel booking and related expenses. The purchase of travel insurance is not required in order to purchase any other product or service offered by STS. STS is not a licensed insurance broker, and its advisors are not qualified or

authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for any travel insurance selected. STS CANNOT GUARANTEE THAT ANY INSURANCE PROVIDER WILL APPROVE COVERAGE FOR A CLAIM MADE UNDER THE INSURER'S POLICY AND MAKES NO REPRESENTATIONS ABOUT THE EXTENT OF COVERAGE FOR ANY POLICY IT MAY OFFER OR QUOTE.

#### **RESERVATION OF RIGHTS: CHANGES TO THESE TERMS**

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the Terms will be posted on our website and are effective immediately upon posting.

#### **DISPUTE RESOLUTION**

Michigan law governs this contract and all proceedings arising out of or related to this agreement. Any action arising out of or related to these Terms and Conditions, or the travel reserved or undertaken hereunder, shall be brought only in the courts of the State of Michigan, United States. You submit to the jurisdiction and venue of the Circuit Court for the County of Michigan, State of Michigan or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. You stipulate that the venues referenced in this Agreement are convenient.

Any claim against STS must be brought within 12 months after the date of the completion of the trip and not later; any claims later than 12 months after the date of the completion of the trip are barred. Neither the parties nor any affiliate of STS shall, in any case, be liable for damages other than compensatory damages, and the parties hereby waive any right to claim punitive or exemplary damages. The parties further agree that claims may be brought by parties only in their individual capacities and not as plaintiffs or class members in any class action, proposed or purported class action, or other representative action, regardless of the type of proceeding. The parties expressly agree to waive and forego any and all rights to bring any such class actions, purported or proposed class actions, or representative actions.

Notwithstanding anything herein to the contrary, if any litigation with respect to the obligations of the parties under these Terms and Conditions results in a final non-appealable order of a court of competent jurisdiction in favor of STS as the prevailing party, then STS shall be entitled to reasonable attorney fees from you in such amounts as shall be determined by such court.

#### **EMERGENCY CONTACTS**

It is imperative to fill in the part on our reservation form pertaining to providing us with the name, address, and phone number of your emergency contact, in case we have any need to reach your next of kin while you are traveling.

#### **PHOTOGRAPHIC RELEASE**

We reserve the right to use photographs and/or videos of the trip and its participants for promotional use without compensation to participants. If you prefer that your image, not be used for promotional purposes, please notify us before the start of your tour.

#### **BROCHURE/WEBSITE ACCURACY**

Though the information contained in our brochures, website, advertisements, itineraries, pre-departure information, and any other travel materials is believed correct to the best of our knowledge at the time of printing or publication, errors may occasionally occur, and information may subsequently change. It is your responsibility to verify all the details of your tour (including the price) with us at the time of booking.

#### **AUTHORITY ON TOUR**

At all times for the duration of the trip, your tour leader or representative will have the final decision on all matters likely to endanger the safety and well-being of the tour. You must agree to abide by the authority of the tour leader or company representative. It is your responsibility at all times to comply with the laws, customs, foreign exchanges, and drug regulations of all countries visited. In the event that you should commit

an illegal act while on your tour, or, if the tour leader determines that your behavior is causing or may cause danger, distress, or annoyance to others, we reserve the right to terminate your travel arrangements without any liability on our part. In this case, you will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of your travel arrangements.

## **COMPLAINTS**

It is your responsibility to immediately inform your tour leader and the supplier of the service(s) in question about any complaints you have or problems you experience during your trip. All complaints must be put in writing and given to our tour leader and the supplier concerned as soon as possible. In the case that you cannot contact our tour leader, or the issue hasn't been resolved, you must contact our offices, giving us the full details of your complaint and a contact number. If you feel your problem was not resolved while on your trip, you must write to us within 14 days of the tour end date with the details of your complaint. If you do not follow this procedure for filing complaints, we will not assume liability for any problems or damages you feel entitled to.

You are obligated to inform us, and the supplier concerned of your claim or complaint. If asked to do so, you must transfer to us or our insurers any rights you have against whoever is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so), and must agree to cooperate fully with us and our insurers in the case that we or our insurers want to enforce any rights which are transferred.

## **CONDITION OF SUPPLIERS**

Many of the services which make up your travel itinerary are provided by independent Suppliers. Those Suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the Supplier concerned.

## **EXCURSIONS AND ACTIVITIES**

We may provide you with information (before and during your tour) about activities and excursions throughout the course of your tour that are offered by third party operators. Because these excursions will be provided by local operators and independent suppliers, we do not have any involvement in how they are run, nor can we guarantee the accuracy of information in relation to such activities and excursions outside of our control.

We cannot guarantee that an optional excursion or activity operated by an independent third party will be available during your tour, or that it will operate as advertised. We disclaim any liability in relation to such activities or excursions.

## **GENERAL**

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced in these Terms) constitute the entire agreement between the Client and STS with respect to travel bookings made with STS by any means, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and STS with respect to communications with STS. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.