

TRAVEL BY DESIGN TERMS & CONDITIONS: 2023 AGREEMENT

Submission of an application and payment implies acceptance of the following terms and conditions contained in the Agreement on the reverse side of (attached to) the application form.

TUITION INCLUDES:

Round-trip air transportation from the U.S. program departure city (except for land-only travel arrangements, which start at the first hotel and end with completion of services at the last hotel). Accommodations for participants in doubles, triples and quadruple rooms. All transportation by private motor coach (including transfers), economy-class air, steamship or by second-class rail. Continental breakfast and dinner daily (unless specified otherwise) and lunches where mentioned specifically in itinerary. Sightseeing and group activities as indicated, subject to closing times, holidays, strikes, local traffic conditions, or other factors beyond TBD's control. Exclusive services of a full-time TBD-appointed tour director unless otherwise noted. Chaperonage of participants under 18 by TBD-appointed teacher-counselor. A luggage allowance of one standard-size suitcase not to exceed 44 lbs.

PAYMENT TERMS:

Deposit in the amount of \$500 may be paid online via credit card or via check. If you choose to pay online, an invoice for the remainder of the trip fee will be sent to you via QuickBooks and must be paid in full no later than April 1, 2023. Checks must be mailed directly to TBD and made payable to Travel By Design Escrow Account. TBD will assess a \$35 processing fee for each check returned by your bank. Participants applying for a TBD program less than 90 days before departure must submit their payment in full. Applications received less than 90 days before might not be accepted; applications received less than 60 days before departure must be accompanied by payment in full [in the form of cashier's check or money order] and include a \$75 late application fee. If an application is not accepted by TBD, a full refund will be made. A minimum tuition deposit of \$500 must accompany all applications. The balance payment must be received by TBD at least 90 days before departure. Participants whose payments are late risk having their program place cancelled by TBD and cancellation penalties may be incurred. TBD reserves the right to cancel any participant not paid in full 45 days prior to departure. Reinstatement of a participant is possible on a space-available basis only, and involves full payment by cashier's check or money order plus a \$75 reinstatement fee.

PROGRAM FEE DOES NOT INCLUDE:

Passport and visa fees. The Optional Tour Cancellation/Interruption Plan, Medical Insurance, and Baggage Insurance. Personal expenses such as laundry, liquors, wines, mineral waters or other beverages at lunch or dinner. Expenses due to flight delays, strikes, bad weather or other irregularities. Excess baggage charges, such as overweight charges or handling for more than two suitcases. **Currency fluctuation assessments due to changes in foreign currency exchange rates versus the U.S. dollar; any mandatory new or increased fees, taxes, or fuel surcharges levied on airline tickets, hotels, transportation, land services, or at ports of entry and exit.** Optional gratuities, including tips to courier and long-distance bus driver. Shore excursions and tips on cruises. Optional excursions.

CHANGES IN ITINERARIES:

TBD reserves the right to make changes in fees, departure dates, departure cities, itinerary sequence, airlines, hotels, excursions, activities, ship assignment or cruise ports-of-call. On certain dates, such as holidays, some attractions or activities may be closed. TBD reserves the right to substitute attractions or activities; such changes do not constitute grounds for withdrawal from program with full refund.

REFUND POLICY:

Individuals may elect to cancel from the tour at any time, but must do so individually in writing. The date of withdrawal is determined by the U.S. Post Office postmark date on the letter of withdrawal. TBD suggests that such letters be sent **CERTIFIED MAIL RETURN RECEIPT**.

The following is TBD's refund policy:

<u>DATE OF WITHDRAWAL</u>	<u>AMOUNT TO BE REFUNDED</u>
PRIOR TO 90 DAYS	FULL REFUND LESS \$500
89 – 60 DAYS BEFORE DEPT.	FULL REFUND LESS \$900
59 – 30 DAYS BEFORE DEPT.	FULL REFUND LESS 50% OF THE PROGRAM FEE
29 DAYS OR LESS BEFORE DEPT.	NO REFUND WILL BE MADE

N.B. THE OPTIONAL INSURANCE PREMIUM IS NON-REFUNDABLE. IF AN AIRLINE TICKET HAS BEEN ISSUED, IT MUST BE RETURNED TO TBD BEFORE A REFUND CAN BE PROCESSED.

GROUP SIZE:

All TBD special itineraries are based on a pre-agreed minimum number of participants. In the event the original projected participant numbers which were provided by the group leader (and upon which the itinerary's pricing was based), are not attained, TBD reserves the right to charge a Small Group Supplement. Alternatively, the group leader may opt to modify the original itinerary by reducing the number of days or removing services in order to minimize or remove altogether the Small Group Supplement fee.

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INTERNATIONAL FLIGHTS:

TBD utilizes all major airlines: Air France, Alitalia, American, British Airways, Continental, Delta, Iberia, KLM, Lufthansa, Olympic, Brussels Airlines, Swissair, TAP, United and other regularly scheduled airlines. The airlines concerned are not to be held responsible for any act, omission, or event during the time you are not on board the aircraft. The passage contract in use by the airline, when issued, constitutes the sole agreement between the airline and the purchaser of the tour. TBD cannot be held responsible for changes in the scheduling caused by the airlines themselves. Equipment, routing and itinerary for particular flights may be modified by the direct air carrier or by TBD. Direct plane service is not guaranteed; alternative aircraft of any carrier may be substituted at any time, and aircraft may make additional stops. Please note: TBD uses Newark, La Guardia, and J.F.K. airports interchangeably; for Washington, D.C. departures and returns, TBD uses Baltimore, Washington Dulles, and Washington National interchangeably.

Seating on flights is entirely within the control of the airline, and TBD is not responsible for seating or changes to assigned seats.

SPECIAL TRAVEL ARRANGEMENTS:

Whenever possible, TBD will make arrangements for participants to extend their stay at the conclusion of the tour. The participant must request in writing a specific alternate return date; TBD will bill participants a \$175 service charge as well as any additional airline charges incurred as a result of this option.

LAND-TOUR ONLY:

Participants may choose to make their own flight arrangements and join the tour at the first hotel on itinerary. If you choose to make your own flight arrangements, you are also responsible for arranging your own transportation to and from all airports. In this case the program fee will be reduced by an amount to be calculated for each individual itinerary.

HEALTH REQUIREMENTS:

If mandated by airline and/or government authorities (U.S. and foreign), I understand that I am responsible to comply with any quarantine, vaccination or testing requirements for COVID-19 at my own expense. I further indemnify TBD and/or its agents against any claims should I contract COVID-19 during or after my tour. Also during the tour, your TBD Tour Director will enforce the recommended guidelines outlined by the CDC as well as any local restrictions of the countries you will be visiting.

RESPONSIBILITY:

This tour is operated by TBD, Inc. by contracting for services from other suppliers. Each program begins with the take-off of the international flight and ends upon completion of the return flight to the U.S. (except for land-only travel arrangements.) TBD, Inc. and/or its agents, acting as agents for the tour members, shall be responsible to tour members for supplying services and accommodations as set forth in the brochure, except to the extent such services and accommodations cannot be supplied due to force of nature, delays, or other causes beyond the control of TBD, Inc. TBD, Inc., its directors, officers, employees or the teacher, host school or schools, including any person or entity employed or utilized by TBD or host schools in any foreign country cannot be responsible for any injury, loss, damage, accident, delay or expense resulting from events beyond its control, including, without limitation, acts of God, health pandemics, war (declared or undeclared), terrorist activities, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, for personal injury, death, or property damage or loss of earnings, or delay, caused by persons not controlled by TBD, such as, (without limitation) the employees of airlines, railways, bus companies, steamships and hotels and restaurants.

No responsibility is incurred by TBD for loss of passport, airline tickets or other travel documents, loss or damage to luggage or any other participants' belongings, or for consequential damages in any event. TBD reserves the right to cancel any participant at any time for reasons which appear to TBD to be valid in its sole judgment. TBD shall have the right, without refund, to send home (on notice to parent or guardian for minors), at his/her own expense, and without escort, any participant who appears to have abused drugs or alcohol, or engaged in any illegal or disruptive conduct. No warranties, representations, terms or conditions apply to any tour unless expressly stated within these terms and Conditions or expressly stated in writing and signed by an officer of TBD, Inc.