

# Terms and Conditions

## WHAT IS INCLUDED IN THE PROGRAM FEE?

Round-trip air transportation from the designated U.S. departure city. All breakfasts and dinners (except on "Your Way" programs where only breakfasts are provided) unless dine-out options are selected. Lunches aboard cruise ships and in China. Accommodation in double or triple rooms (or quadruple rooms in the U.S. and Bermuda). Service of an ACIS Tour Manager and tips (except to tour manager and long distance bus drivers and aboard cruise ships). A luggage allowance of one medium-sized suitcase and one carry-on bag.

## WHAT IS NOT INCLUDED IN THE PROGRAM FEE?

Non-refundable passport fees; non-refundable Comprehensive or Ultimate Protection Plan fees; the non-refundable \$95 ACIS Registration Fee; beverages with meals; lunches (except aboard cruise ships and in China); laundry; excess baggage charges; optional excursions; extensions; dinners on "Your Way" programs; tips to tour manager, long distance bus driver and cruise ship staff; expenses incurred during free time periods; overnight lodging and meals in the United States prior to departure or upon return of the international flight; visa and visa processing costs for Australia, Brazil, Cambodia, China, Egypt, Russia, Turkey, Vietnam and other destinations which have visa requirements; transportation from participant's home to the airport of departure and back; weekend surcharge of \$40 (prior to May 24, 2010) or \$50 (May 24, 2010 onwards) in each direction if the departure or return dates fall on a Friday, Saturday or Sunday; all applicable adult surcharges; airport taxes that are collected on the spot in foreign airports; charges for departure taxes, airport fees, airline and federal security fees and ticket handling fees; surcharges due to changes in currency; any mandatory new or increased fees/taxes/fuel surcharge levied on airline tickets, hotels, transportation, land services or at ports of entry/exit.

Note: Visa and visa processing costs for non-U.S. citizens may be higher than the fees listed on the program pages.

## GALAPAGOS & CUSTOM TOURS

Due to advance reservation fees, ACIS reserves the right to modify the non-refundable Registration Fee. Penalties will depend purely on the refund policy of the local operators. Higher initial deposits may also be required in order to hold reservations and may be non-refundable in the event of a cancellation.

## ENROLLMENT DEADLINES/WAITING LIST

Registrations are processed in the ACIS Boston office only upon receipt of a completed and signed registration form together with the appropriate payments. ACIS reserves the right to refuse any registration at its sole discretion or when ACIS air or land space is full, or after ticketing deadlines. New enrollments are not usually accepted within 65 days of departure. In the unusual circumstance that new applications are accepted within 65 days of departure, full payment and late fee must be paid in the form of a cashier's check, money order or

by credit card upon registration, and the participant may be subject to air or land surcharges. If a registration is refused, a full refund will be made within 45 days of such refusal. Participants who are placed on a waiting list will receive notification within 45 days of registering from ACIS.

## LATE FEES

Participants who fail to make the appropriate payments or meet payment deadlines will be subject to the late fees outlined on page 6.

## CAN I CHANGE MY PASSPORT NAME?

ACIS will assess a \$200 Name Change Fee plus any additional airline charges to all registered participants who request a passport name change within 90 days of departure.

## RETURNED CHECKS

ACIS will assess a \$40 Return Check Fee for each returned check. ACIS can only resubmit returned checks with appropriate authorization either in writing or over the phone.

## DEPARTING FROM A DIFFERENT U.S. CITY

Participants not originating from the same U.S. departure city as the main group will be required to pay a \$175 Alternate Gateway Fee and will not be guaranteed air routings with the main group. An allowance will be made for transfers, but depending upon their airport arrival time, these participants may not be met at their arrival airport and may have to make their own way to their first hotel. In these cases, ACIS will provide directions and a standard transportation allowance. Participants wishing to fly internationally with the main group must arrange their own transportation to and from the main group's airport.

## EXTENDING YOUR STAY

Please confirm with your group leader the correct departure date and gateways of your program, as these may be subject to change. In order to return independently from the group, participants must complete an Alternate Return Request Form, indicating a specific alternate return date and Western European city (Russia not included). Participants may return from the city in which their program ends or choose one of the following cities: Frankfurt, London, Madrid, Paris, Rome or Zurich. ACIS will invoice participants a \$175 Alternate Return Fee plus any additional airline charges if this option is selected. Each subsequent change will be \$130. Full flight and date details along with a parental permission letter must be received by ACIS at least 90 days prior to departure. No changes can be made within 65 days of departure. Otherwise, if participants wish to alter flight arrangements from scheduled program dates, they must plan to make their own domestic and international flight arrangements. All participants flying independently from the group must make their own ground transportation arrangements to and/or from their departure city or arrival airport. Neither ACIS nor the group leader supervising the group is responsible for the participant in any way when the participant is not part of

the main group. All changes must be submitted to ACIS in writing. The airline used is at the discretion of ACIS. Confirmation of special flight arrangements is subject to availability and will normally be made within 30 days of departure. No extensions to your stay may be made at the beginning of your tour.

## BUYING YOUR OWN AIRLINE TICKET

Please confirm with your group leader the correct departure date and gateways of your program, as these may be subject to change. Travelers may choose to purchase only the land portion of trips traveling to Western Europe, Costa Rica and select other destinations, contact ACIS for more details. They must make their own round trip travel arrangements and join the program at the first hotel accommodation. Neither ACIS nor the group leader is responsible for the participant in any way when the participant is not part of the main group. If you elect this option, ACIS will register you as a "No Air Fare" (NAF) traveler and deduct \$300 from the New York fee. If traveling to Latin America, ACIS will deduct \$200 from the Miami fee. Participants who change from an ACIS flight to their own transportation (NAF) or vice versa less than 90 days prior to the scheduled departure date will be charged \$175 for each change. ACIS provides internal flights for NAF participants if included on the itinerary. Notification of such change must be in writing. No change can be made within 65 days of departure.

## OPTIONAL EXCURSIONS, EXTRA DAYS, EXTENSIONS, AND SPECIAL REQUESTS

A minimum of 15 paying participants is required for ACIS to operate optional excursions (based on whole group participation), extra days or extensions offered on selected programs as noted in the individual program itineraries. The deadline to enroll and pay for all optional excursions, extra days and extensions is the full payment deadline listed on page 6. Extra days, extensions, homestay/language courses or special requests are only available when all group members (in groups numbering at least 15) participate. They may not be selected on an individual basis. Cancellation or unavailability of optional excursions, extra days or extensions shall not entitle participants to cancel basic programs. Once paid, optional excursions, extra days and extensions are not refundable. Extra days include: hotel accommodations, dinner, transfer to the airport and the services of an ACIS Tour Manager. ACIS is able to operate the extra days offered on the catalog page for groups between 10-14 paying passengers for the same price, but dinner will not be included.

## CHANGES IN ITINERARIES AND PROGRAM ASSIGNMENT

ACIS reserves the right to make changes in fees, departure dates, departure cities, itinerary sequence, trip direction, airlines, hotels, optional excursions, activities, ship assignment or cruise ports-of-call. On certain dates, especially holidays, some attractions or activities may be closed. ACIS reserves the right to substitute attractions or activities. Such changes are not grounds for

# Terms and Conditions

withdrawal with full refund except as noted under "Refunds." ACIS may cancel a program due to insufficient enrollment, unforeseen operational difficulties, lack of projected availability or any other reasons. If a trip is cancelled by ACIS, a full refund will be made within 45 days. This is ACIS' sole liability.

## FINALIZING DEPARTURE DATES

ACIS reserves the right to reassign participants to another departure date. During the winter and spring vacation periods, reassignment will be restricted to a date within the same weekend as the date originally selected. At all other times, the actual departure date will be set no later than three weeks before the scheduled date of departure. ACIS will notify group leaders of their exact day of departure, who will in turn be responsible for informing participants. Participants moved onto a weekend departure by ACIS are responsible for payment of weekend surcharges as described herein.

## DEPARTURE INFORMATION

JFK, LaGuardia and Newark airports are used interchangeably for New York departures. Dulles and National airports are used interchangeably for Washington D.C. departures. ACIS reserves the right to use alternate airports in a city at its own discretion. Participants who change departure gateways between 90 and 65 days of departure will be charged a minimum of \$175. Notification of such change must be in writing. Changes cannot be made within 65 days of departure. No stopovers in the U.S. are allowed.

## INTERNATIONAL FLIGHTS

ACIS primarily utilizes regularly scheduled flights. ACIS flights are booked aboard Aer Lingus, Aerolinas, Aero Mexico, Argentinas, Air Europa, Air France, Air India, Air New Zealand, Alitalia, American, Austrian Airlines, British Airways, British Midland Airways, Continental, CSA, Delta, Finnair, Iberia, Icelandair, KLM, Lacs, Lufthansa, Lan Chile, Northwest, Olympic, Qantas, Taca, TAP, SAS, Spannair, Swiss, United, US Airways, Virgin Atlantic and other regularly scheduled airlines. Equipment, routing and itinerary for particular flights may be modified by the direct air carrier or by ACIS. Single plane service is not guaranteed; alternative aircraft of any carrier may be substituted at any time, and aircraft may make additional stops. Such changes will not create a right to cancellation or refund. On occasion, Geneva, Milan and Nice airports may serve as alternates for each other. Paris and Brussels airports may serve as alternates for each other. ACIS is not responsible for flight delays, missed connecting flights, long layovers or any expenses related to such delays.

## TICKETS AND FINAL DETAILS

The specific flight itinerary will be made available at least 45 days prior to departure, and specific hotel assignments will be available at least 30 days before departure. Airline tickets will be sent at this time only if full payment from all participants

has been received. Please note that ACIS only sends tickets and travel documents directly to the group leader, to individuals who are traveling from different cities than the rest of the group, and to participants registering without a group leader.

## LUGGAGE

Due to airline and bus restrictions the limit is 44 lbs. per person, which includes one suitcase and one small carry-on item. Luggage travels at the risk of the participant, and ACIS is not responsible for any delay of, loss or damage to it or its contents. Airlines are strictly adhering to their policy of one carry-on bag. Please check with the air carrier directly for their specific baggage liability limitation. Airlines are not responsible for any act or event during the time the participants are not on board their planes or conveyances. The participant's contract in use by the airline, when issued, shall constitute the sole contract between the airline and the participant. Any and/or all transportation companies mentioned herein shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers.

## TOUR MANAGERS

ACIS groups are generally accompanied by an ACIS Tour Manager. ACIS Tour Managers do not normally accompany groups on homestay/language course extensions and "Your Way" programs.

## GROUP SIZE

ACIS reserves the right to offer small groups an alternate itinerary which goes to the same general area or pay a small group surcharge. It is at the group's discretion whether to accept the alternate trip or pay the surcharge in lieu of a full refund less the Registration Fee, the Comprehensive Protection Plan fee, and the Ultimate Protection Plan fee. For custom designed itineraries, ACIS reserves the right to charge a small group surcharge in the event the original projected participant numbers which were provided by the group leader and upon which the itinerary's costing was based are not attained. It is at the group's discretion whether to accept the small group surcharge or transfer to a catalog program suggested by ACIS.

## ADULT TRAVELERS

In exceptional cases when a double room is not available for those who paid the double room surcharge, a refund of \$35 per night (or \$80 per night for a single, depending on rooming type) will be made by the ACIS Tour Manager.

## ADDITIONAL INFORMATION

Each program begins with the takeoff of the international flight and ends upon completion of the return flight to the United States. ACIS, its affiliates, directors, officers, employees or the group leader, host school or schools, including any person or entity employed or utilized by ACIS 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, war, terrorism,

strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from ACIS' selection of, or from any act or omission by, any host family, bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel, restaurant, school, university, or other firm, agency, company or individual. Please note that the descriptions in the catalog or promotional brochure are sample program descriptions only. Your actual itinerary may be reversed or may vary slightly from the original description. The final itinerary which your group leader receives shortly before departure constitutes the program which will be provided by ACIS. No warranties, terms or conditions apply to any program unless expressly stated in this brochure or expressly stated in writing and signed by ACIS, 343 Congress Street, Suite 3100, Boston, MA 02210.

## FINANCIAL SECURITY

ACIS, as an Active Member of the United States Tour Operators Association ("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 ACIS customers in the unlikely event of ACIS bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by ACIS may be sufficient to provide only a partial recovery of advance payments received by ACIS. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail at [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com).

## SPECIAL PROVISION

Traveling abroad with ACIS will require the ability to walk distances, navigate stairs and transport luggage. Travelers should anticipate encountering natural and architectural barriers outside the United States which ACIS cannot and does not control. Special meals and/or medical supervision cannot be provided. Porterage is not included on ACIS programs.

ACIS offers and provides services on a fair and non-discriminatory basis, without consideration of any factor or characteristic prohibited by law and with equal opportunity for all applicants and participants. ACIS complies with all laws prohibiting discrimination.

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# ACIS Release

1. I, the undersigned, whose name and signature appear on the reverse side of this form (and my parent or guardian if I am a minor), a registrant for a 2009-2010 trip with the American Council for International Studies, Inc. ("ACIS®"), the Educational Travel Subsidiary of AIFS, Inc., hereby acknowledge that I have read and agree to the ACIS Terms and Conditions and my itinerary description, as well as those provisions contained in the Release below, and acknowledge that they form part of my agreement with ACIS including sections concerning responsibility, refunds and changes in dates, cities, hotels and prices.
2. I/my guardian voluntarily consent(s) to participate in all activities provided and/or organized by ACIS, and I hereby assume all risks of loss and injury that may be incurred, directly or indirectly as a result of my participation in all activities provided and/or organized by ACIS. I/my guardian also authorize(s) ACIS to arrange for professional care and treatment for myself in case of a medical emergency. I/my guardian agree(s) that if I become ill or incapacitated, ACIS may without incurring any liability take such actions as it considers necessary under the circumstances, including securing medical treatment for me and transporting me to the United States all at my own expense. I agree to release ACIS from any liability for the quality and timeliness of any such medical care received or for any expenses incurred. I understand that ACIS shall distribute to me through my group leader written behavior guidelines and regulations concerning my behavior while traveling. I understand that ACIS cannot accept responsibility for travelers not following these rules and regulations, and that I may be sent home at my own expense without benefit of any refund if I do not adhere to ACIS behavior guidelines and standards and the instructions of my group leader. I understand that if I am expelled from school or otherwise disciplined by school or civic authorities, I may be declared ineligible for the trip and my participation cancelled, subject to the refund policies stated below.
3. I will indemnify ACIS, its affiliates, agents, directors, employees, and my group leader, school, school officials and hold them harmless for any financial liability or obligation which I personally incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an ACIS program.
4. I understand it is my/my guardians' responsibility to meet the group leader accompanying me on a trip with ACIS and satisfy myself/themselves as to the appropriateness of the group leader to meet my needs and I/my guardian will inform the group leader of any special requirements for me.
5. I understand that ACIS reserves the right to reassign participants to a replacement group leader should the original group leader not participate in the program for any reason.
6. I understand that the air carriers' liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or the Warsaw Convention and related agreements. Further, I understand that the air carriers assume no responsibility during such time that I am not on board their aircraft.
7. I understand that future ACIS/AIFS advertising and publicity material may include statements made by participants, or their photographs, and I consent to such use of my comments or photographic/video likenesses.
8. I understand that I am responsible for exercising caution and common sense at all times to avoid injuries. I understand that ACIS is providing, as part of the Registration Fee, basic protection coverage (see page 7) for my benefit, including limited health, accident and life insurance in the event of injury or illness while on an ACIS program, as well as limited program cancellation or interruption insurance if I fail to participate or am delayed in connection with an ACIS program as a result of certain specified actions or events. I acknowledge that I accept the full description and limitation of this coverage that appears in the protection brochure, a copy of which is available upon request.
9. I hereby waive and release ACIS, its affiliates, agents, directors, officers, and employees and my group leader, host school agents and school officials, including any person or entity employed or utilized by ACIS or host schools in any foreign country, from all claims arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation, acts of God, war, terrorism, strikes, incidents of politically-motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of its own gross negligence, arising from the use of any vehicle or from ACIS' selection of, or from any act or omission by, any host family, bus or car rental agency, steamship, airline, railroad, taxi or tour service, hotel service, hotel, restaurant, school, university, or other firm, agency, company or individual.
10. If my local municipality, school, school board, school administration or similar group is officially sponsoring this trip, I will receive written notification of that fact from my local municipality, school, school board, school administration or similar group, together with a statement of any responsibility for the trip assumed by that organization. In the absence of such a written notification, I understand that the trip is not officially sponsored or supported by my municipality or my school system, although they may, as a courtesy to the teacher involved, allow school or municipal premises or services to be used in connection with planning for the trip. Therefore, my local school, school board, school administration, school officials, municipality and municipal officials have no liability or responsibility whatsoever with respect to the trips unless they expressly inform me otherwise in writing, and by going on an ACIS trip I expressly release and waive all claims of any type against any or all of the foregoing in any way related to, or arising out of, the trip.
11. I understand that ACIS reserves the right to make changes in the program and in program costs as described in the ACIS catalog, program brochure and itinerary description without liability for refund.
12. I understand that obtaining a passport is my responsibility. If I am not a U.S. citizen, I understand it is my sole responsibility to obtain, in advance, any visas and other documents which may be required to enter or connect through all the countries on my itinerary and to re-enter the United States. If I have a passport from a country other than the United States, I must contact the local consular offices of the countries I will be visiting to obtain the necessary visas. Such visas are not obtainable on the spot overseas. Whether I am a U.S. citizen or not, ACIS will be held harmless in the event I am unable to obtain the necessary documents for participation in the program. I understand that inability to obtain these visas and other documents does not constitute grounds for withdrawal with full refund; the standard refund policy will apply.
13. I understand that ACIS provides without charge program cancellation and program interruption protection if: 1) The U.S. Department of State states there has been a terrorist attack against U.S. interests and 2) the U.S. Department of State issues an official Travel Warning

that Americans should not travel to any country visited on the itinerary and 3) the official Travel Warning is issued or in effect within 90 days prior to departure. In such situations, if ACIS in its sole judgment decides to operate its program, I may withdraw and receive from ACIS, under my protection coverage, a full refund less the Registration Fee, Comprehensive or Ultimate Protection Plan fee and any visa fees, or after the trip has already commenced, I may withdraw and ACIS will provide the cost of a return flight to the U.S. city of departure up to the limit provided without refund of any other fees paid. In situations where protection coverage does not exist, ACIS' standard refund policy shall apply. A copy of the protection brochure describing this coverage is available upon request. In all cases ACIS reserves the right to cancel, alter, relocate or postpone programs as it determines necessary without penalty.

14. I acknowledge acceptance of the terms of the refund policy as outlined below and in the ACIS Terms and Conditions, including the following:

If a participant withdraws this many days before departure	The refund consists of all payments LESS:
130+ days	\$250 and \$95*
90 to 129 days	\$350 and \$95*
65 to 89 days	\$575 and \$95*
30 to 64 days	\$1,000 and \$95*
29 days or less	No Refund

\* The \$95 Registration Fee is non-refundable and non-transferable. If the withdrawing participant has paid less than \$1,095 at the time of withdrawal less than 65 days before departure, there will be no refund. Cancellation/Refund Policies may differ for domestic trips; contact ACIS for more details.

I understand that the above chart is the Basic Protection Plan cancellation/refund policy of ACIS and that participants may have purchased an upgraded plan.

I understand that all refund requests must be in writing and addressed to American Council for International Studies, 343 Congress Street, Suite 3100, Boston, Massachusetts 02210. In the event an airline ticket has been issued on my behalf, I understand that my group leader and I are responsible for returning the ticket to ACIS before my refund may be processed.

15. I understand that teachers who travel with their students will receive complimentary benefits from ACIS or its affiliates as compensation for chaperoning, preparation and organization of the educational travel program.
16. I agree that any dispute with ACIS will be submitted to binding arbitration, to be conducted substantially in accordance with the rules of the American Arbitration Association. Unless ACIS agrees to a different location, the arbitration shall be conducted in New York County, New York State. I agree that if I do not substantially prevail in the arbitration, I will be responsible for ACIS' expenses, including lawyers' fees participating in the arbitration. The decision of the arbitrator shall be final. I understand that by signing this agreement, I am giving up my right to have any claim against ACIS decided in court before a judge or jury.
17. This agreement will be effective when my application is accepted by ACIS and shall be governed by the laws of the State of Connecticut. This agreement cannot be modified except in writing by ACIS.