## EPIC JOURNEYS, LLC TERMS AND CONDITIONS

Carefully read this brochure and the tour conditions as enrollment in and payment for any program offered herein constitutes acceptance and agreement to be bound by the terms thereof.

<u>Air Transportation</u>: Jet economy class on connecting IATA and ATC carriers. Airfare based on roundtrip, non-refundable APEX reservations.

<u>Hotels</u>: 3 or 4 star hotels throughout. All hotels are with private bath or shower. Per cost based on sharing twin-bedded rooms. A limited number of single rooms are available at the supplement indicated.

**Children**: For children 8 years of age or older, full land cost applies. Unaccompanied minors under 18 years of age cannot be accepted.

Meals on Tour: As specified on itinerary. Meals are based on hotels or restaurants buffet or set menu. In general, beverages are not included.

**Transfers**: As indicated in tour itinerary, by deluxe motor coach and includes porterage of one average-sized suitcase per person. Transfers are provided only on package arrival and departure dates provided airfare is purchased from Epic Journeys, LLC. Transfer to and from Pittsburgh is not included.

<u>Public Holidays</u>: On public holidays including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect changes.

**Responsibility:** Epic Journeys, LLC and its representatives abroad act only as independent contractors acting on behalf of neither the customer nor the suppliers and principals. All exchange orders, coupons, and tickets are issued subject to the terms and conditions under which such means of transportation, accommodations, and other services are offered or provided. The issuance and acceptance of such documents shall be deemed to be consent to the further conditions. Epic Journeys, LLC does not own or operate, the hotels, motor coaches, airlines, cruise lines, or any other service providers which compose their tours. Epic Journeys, LLC will not be held responsible for changes/cancellations of airlines, hotels or cruise ships. The travel agent and/or Tour Operator shall not be held liable for injury, damage, loss, accident, delay, irregularity in any vehicle, or through the default of any company, or person, engaged in conveying the passengers, or of any hotel proprietor, personnel, or servant or any other person otherwise in connection therewith. Epic Journeys, LLC will not be held responsible for potential risks and hazards associated with travel to destinations included in this brochure, where injury, delay or unanticipated events may occur. Epic Journeys, LLC will not assume responsibility for standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment and medical services found in these destinations. Travel to these areas may entail risks including but not limited to the hazards of traveling in politically unstable areas, civil disturbances, war, and arbitrary changes mandated by government authorities or private concerns. Epic Journeys, LLC shall be held harmless from any and all liability in connection with the foregoing. Arbitration: Any and all disputes concerning this contract, the brochure, or your trip will shall be resolved according the then current rules of the American Arbitration Association in Pennsylvania, and any such arbitration must take place in Johnstown, Pennsylvania. In any such arbitration, the substantive law of Pennsylvania will apply.

**Documents/Health/Handicapped**: A valid passport must be held by each tour member. No vaccination or revaccination is required. Tour members are expected to be in good health. Tour members who require any form of special assistance must be accompanied by a helper who is totally responsible for the disabled tour member.

## Tour insurance is available and strongly

**recommended:** All claims must be in writing. No refunds for services or sightseeing rendered and not used by tour members. Epic Journeys, LLC reserves the right to cancel, withdraw or change the tour in whole or in part at any time. The sole obligation of Epic Journeys, LLC is to refund payments received in connection herewith if not acceptable to tour members. All cancellations must be in writing.

Cancellations: \$250 non-refundable deposit 100-75 days prior to departure- \$250 74-60 days prior to departure- 50% of tour price, 61-30 days prior to departure- 75% of tour price, 29 days- day of departure- 100% of tour price. All airfares may be non-refundable! Buy travel insurance!!!!!

<u>Deposits</u>: The deposit of \$250.00 per person is required to confirm tour acceptance will be applied to total price of program cost. Remaining payments are listed on registration form.

Airline Responsibility: Airlines are responsible only for the air travel portion of these tours performed by it on behalf of the tour participants in accordance with the terms and conditions of their individual passage contracts and subject laws, treaties and regulations governing air transportation. Tour-services including but not limited to carriage by land or sea, guide service, hotel accommodations, restaurant and all services other than carriage by air are furnished by contractors who are independent and do not act for or on behalf of this airline and this airline shall not be responsible for any act, omission, or event occurring prior to the participant's embarkation upon or disembarkation from the aircraft. The usual passage contract between this airline and the tour participant and in purchasing a passage contract used by this airline when issued, shall constitute the sole contract between this airline and the tour participant and in purchasing a passage contract as a part of this tour, the participant acknowledges and accepts the foregoing conditions. This airline is not to be held responsible for any act, omission or event during the time the passengers are not on board its aircraft.

<u>Non-smoking Policy:</u> Smoking is not permitted on transfer and touring motor coaches.

**Sightseeing:** Will be operated in deluxe, air-conditioned, motor coach accompanied by an English speaking guide as indicated in itinerary including entrance fees to sights indicated on the brochure. It is your responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late for any scheduled event may be considered a "no-show" in which case you will not be eligible for any refund for the unused service(s).

<u>Luggage</u>: Excess luggage will be subject to a fee. Epic Journeys, LLC shall not be held responsible for any lost or damaged luggage and/or personal items.