

# EF's Booking Conditions

Valid for all EF Tours departing October 1, 2012 through September 30, 2013. For Customized Tours and EF Voluntours, please refer to the respective addendums for those tours. If you are travelling on a North American bus tour please refer to the respective booking conditions. All international tours are operated by EF Cultural Travel, Ltd., Switzerland. All Domestic tours are operated by EF Canada Ltd., both hereafter referred to as "EF".

## What's included on your tour

### What does the Program Fee include?

- Round-trip flights
- Accommodations in clean, safe hotels with private bathrooms
- Continental breakfast and dinner daily as specified (different meal plans apply for our Asia, South Pacific & Africa tours and Central and South America destinations)
- Lunches on cruise ships
- Comprehensive sightseeing tours and excursions led by licensed local guides as specified
- Airport transfers and transportation between destination cities
- Select entrance fees and theatre tickets as specified
- An EF Tour Director available 24 hours a day for all tours, from when you arrive at the airport of the first city on your tour itinerary, until you depart from the airport of the last city on your tour itinerary. In Fiji, a transfer tour director will assist you to and from the airport.
- Support from EF offices worldwide
- EF walking tours, orientation tours and tour director-led sightseeing as specified
- Transportation to and from walking tours via coach or public transportation
- All non-optional gratuities (except on cruises)
- 24-hour worldwide emergency service
- EF's Peace of Mind Program™ as described on p.6
- EF backpack and luggage tag for each tour
- Traveller's Handbook
- Preliminary processing services by EF staff

If we ever fail to provide you with any of the above, we will refund you its value.

## What's not included

- Beverages and lunches (except where specified)
- Optional excursions
- Shore excursions on cruises
- Transportation to free-time activities
- Departure fees, which cover airport and airline fees, certain taxes and fuel surcharges (which are subject to changes beyond EF's control)
- Expenses caused by airline rescheduling, cancellations or delays caused by the airlines, bad weather or events beyond EF's control (see page 7 for details)
- Any applicable baggage fees charged by the airlines
- Adult supplement (if applicable)
- Weekend supplement (\$40 for any flight departing Friday, Saturday or Sunday in either direction)
- All-Inclusive Travel Protection Plan (see second column on p.7)
- Customary gratuities (for your tour director, cruise staff and coach driver)
- Passport and visa fees
- Portage

## How are departure fees and surcharges assessed?

Departure fees include fuel surcharges, airport improvement fees, security charges, transfer, arrival, and departure taxes. These fees are levied by the airlines and are subject to change. In the event that airlines alter their fee structure to include surcharges as part of the base fee rather than as an add-on cost, EF reserves the right to adjust invoices accordingly. Due to Travel Industry Council of Ontario (TICO) regulations, participants who have paid in full are not subject to departure fee increases.

## Group travel

**How does group travel work?** Group travel requires flexibility. Depending on your group's size, you will probably be combined with other groups and travel together on the same tour. To best serve the group as a whole, your requested tour dates and itinerary may be modified. This is why we ask for a range of dates during which your group is able to travel, as well as alternative destination choices.

**How does EF keep its prices so low?** By allowing EF flexibility with your tour and travel dates, EF is able to offer our travellers the lowest prices possible, while maintaining high quality.

**What is group consolidation?** EF's Program Fees are based on a minimum of 35 full-paying participants, with the exception of Customized Tours and Voluntours. To qualify for these lowest priced fees, we usually combine smaller groups into a larger one to achieve the required number of travellers. This ensures our travellers receive the best value and allows you to meet teachers and students from other schools, although groups may not be of the same age level.

## What if my group can't be booked on our first-choice tour?

If we are unable to consolidate your group on your chosen tour, we will offer you a comparable tour. The new tour's Program Fee and departure fees will apply. Please keep in mind that the replacement tour may not include all countries on the original tour. If we fail to offer a comparable tour, participants will receive a full refund. EF defines a comparable tour as having 50% of the same overnight destinations as your requested tour.

**Will my tour itinerary change?** While we make every effort to keep your itinerary as is, there are times when we may need to modify it. Sometimes this involves changing the order in which cities are visited, altering your length of stay in a city or country/ destination, using an alternate airport or a change in the departure, arrival or return date of a tour. If a change results in increases to the total weekend supplement fees, EF will absorb the increased cost. EF strives to keep the new departure dates within one to two days of the original date on tours departing October through April, and within four days of the original date on tours departing May through September. On certain dates, especially holidays, some tour inclusions may be unavailable. In such cases, we may have to substitute different inclusions or change the order in which they occur. Once a tour commences, itineraries cannot be changed by the group leader or any tour participant. EF reserves the right to make any changes as necessary.

## Private groups

**What if my group wants to travel on our own, without being consolidated?** If you want the privacy of your own tour bus and an EF Tour Director just for your group, choose to be a private group. This option is available for an additional fee, which varies based on the final number of full-paying participants. As a private group, your itinerary changes are subject to the same terms as stated in the above paragraph and no changes can be made by the group leader or any participant once a tour commences. Please keep in mind that while your base itinerary will involve only your group, you may be consolidated with others during optional excursions and airport transfers. Let EF know upon group enrolment if you would like to be a private group.

## Enrolment

We recommend that our group leaders encourage travellers to apply as soon as possible because tours tend to fill up quickly. Applications must be received at EF by 99 days prior to departure.

**How do travellers enrol?** Applications and payment can be submitted to EF in any of the following ways:

**Online (for fastest enrolment)**  
eftours.ca/student

<b>Mail</b>	<b>Phone</b>
EF Educational Tours	1-800-263-2806
60 Bloor Street West, Suite 501	<b>Fax</b>
Toronto, Ontario M4W 3B8	1-800-556-6046

Please see p.6 for enrolment and payment details, including our Late Application information.

**Can children 10 and under go on tour?** Applications for children under 10 years of age and under are subject to individual review. Travellers aged 6–10 must have an adult chaperone other

than the group leader and will have to room with an adult in a twin room (two beds) and pay all applicable charges. Children under the age of 6 are not allowed to travel on an EF Tour.

**Can adults go on tour?** EF's published Program Fees are based on student rates for transportation, admissions, accommodations, etc. We welcome adults (those older than or who will turn 20 years old while on tour), but have to charge a per-person flat fee supplement of \$90, plus \$30 per day of the tour, to cover the difference between student and adult rates. Adults will pay an additional \$60 per night for the sea portion of their tour on overnight ferries and cruises. Because the EF Tour product caters to students, EF accepts adult groups only if they wish to travel as a private group and pay the associated private group fees.

## Passports and visas

**Who is responsible for getting travellers' passports and visas?** Each traveller must obtain a passport and any applicable visas for his or her tour prior to departure. If a traveller is unable to obtain these travel documents, our Standard Cancellation fees will apply (see first column on p.7). Please be sure that passports are valid for at least six months after your tour ends. Non-Canadian citizens will need to contact the embassy or consulate of their destination countries to ensure they meet specific entry requirements. Remember to check your itinerary carefully for all countries that you will visit or pass through, including transfers between airports in foreign countries and re-entry into Canada.

## Name changes and applicable fees

Each traveller must provide EF with his or her first, middle (if applicable) and last names and date of birth exactly as they appear on his or her passport. Any changes after 99 days prior to departure are subject to a minimum fee of \$200, or may be impossible to accommodate. If the traveller's first, middle and last names on the ticket do not match their passport exactly, they may be denied boarding by the airlines.

## Insurance

**Can I purchase insurance through EF?** We strongly advise all participants to purchase EF's All-Inclusive Travel Protection Plan to protect themselves prior to, and while on tour. See second column on p.7 for details.

## Flight information

**Which airlines does EF use?** EF reserves seats with major airlines, including Air Canada, Air France, Aer Lingus, Air New Zealand, Air Transat, Alitalia, American Airlines, British Airways, Austrian Airlines, British Midland, Continental, Delta, Iberia, KLM, LAN Airlines, Lufthansa, Qantas, South African Airways, SAS, Swiss, US Airways, Virgin Atlantic, Westjet and other domestic and international carriers.

**How do flight itineraries work?** EF always strives to provide the most direct route to your destination based on flight routings and seat availability. We cannot guarantee non-stop or direct flights.

**Is my flight itinerary fixed?** Yes, you must follow the exact flight itinerary as booked by EF. Should you choose not to travel on any portion of your flight itinerary, you cannot resume your travel at a subsequent departure point and your remaining flights will be cancelled automatically by the airline. You will also be responsible for any costs incurred as a result of not completing your itinerary.

**Will my group fly together?** Depending on seat availability and the size of the plane, we may not be able to accommodate all members of a group on the same flight. In some cases, groups may have a domestic and/or international overnight, layover and/or bus transfer due to space availability, routings and legal connection times. EF is not responsible for airline schedule changes, or mechanical, weather or capacity-related flight delays.

**Will my group sit together on the plane?** Seating arrangements are at the sole discretion of the airlines. Seats will be assigned upon check-in.

**Can I earn frequent flyer miles?** Because of our special rates, our contracts do not allow upgrades, stopovers or the accrual of frequent flyer miles.

**Are any airports interchangeable?** Flights to and from the following destinations may originate/end at any of the airports in that vicinity.

- Canada: Quebec City or Montreal
- Washington, D.C.: Dulles or Ronald Reagan National
- New York: Newark, LaGuardia or JFK
- Scotland: Glasgow or Edinburgh
- Italy: Milan or Venice

### Special Travel Requests

EF is happy to provide stay-ahead/stay-behind options, alternate departure airports and land-only tours for individual travellers or the whole group. Contact us for details about additional coverage for stay-ahead and stay-behind requests where participants are not accompanied by an EF Tour Director.

**What if my whole group wants to do a stay-ahead or stay-behind?** Where possible, EF will provide altered flight and land arrangements for a group of at least six full-paying participants plus the group leader. Each participant will have to pay a \$50 service charge for such an arrangement, and will be invoiced for any additional air or land costs incurred due to the new itinerary. The group leader should submit one request for the whole group, which needs to be submitted to EF when the group enrolls. Requests must be received at least 120 days before departure.

**What if only one traveller has a Special Travel Request?** Individual Special Travel Requests should be submitted online at [effours.ca](http://effours.ca) by 120 days prior to departure. Please do not make any actual arrangements—such as booking a flight or hotel—until you receive your final tour itinerary and departure dates around 95-85 days prior to departure. A \$95 service charge is payable for these arrangements, and the participant will be invoiced any additional costs incurred due to the new itinerary.

### What are the types of individual Special Travel Requests?

- **Individual stay-ahead/stay-behind option** Where possible, EF will provide altered flight arrangements, according to your request. Participants are responsible for making their own arrangements to and from the hotel or airport, as well as all land arrangements pertaining to their individual itineraries. If you have requested special travel arrangements, EF cannot guarantee that you will fly with your group in either direction.
- **Alternate departure airports** The Program Fees offered by EF are based on group departures. If an individual chooses to fly out of a different airport than the group, the Program Fee of the alternate airport will apply. Travellers must depart from and return to the same domestic airport.
- **Land-only tours** On certain tours, participants have the option to make their own flight arrangements and join the tour at the first hotel on the itinerary. Participants are responsible for making their own arrangements to and from the hotel or airport. In this case, the Program Fee may be reduced by up to 30%, depending on the length and destination of the tour, and there is no service fee for this option. EF is not responsible for any travel-related delays or inconveniences for land-only participants.

### Optional excursions

**What are optional excursions?** EF offers these exciting activities as a supplement to what's already included on your itinerary. Most group leaders choose to add optional excursions to all participant accounts.

**When should I purchase optional excursions?** To secure a discounted price, optional excursions must be purchased by 99 days prior to departure. Most optional excursions can be purchased on tour at a slightly higher price (though there are a few that must be purchased prior to departure). Please note that optional excursion prices are subject to change.

**Can I get a refund on optional excursions?** If EF has to cancel an optional excursion during a tour (due to site closure, for example), you will receive a full refund.

### Tour extensions

Many tours offer extensions (availability depends on the number of full-paying participants and on the requested tour) that add days, destinations and activities to the normal itinerary. Participants must be accompanied by their group leader or a designated chaperone on tour extensions. Tour extension requests need to be received at EF upon group enrolment.

### Rooming

EF works with tour directors and group leaders to finalize rooming assignments for all travellers. Please ensure that we have all rooming requests, including upgrades, by 70 days prior to departure.

**How many students are in a room?** Students will room in triples or quads with others of the same gender from your entire tour group. This may require that students from different schools/groups room together. For tours within North America, Mexico, and Costa Rica, rooms will contain two double beds (beds for two people), and two students are expected to share each bed. On cruises, student rooming is only available in quads.

**Can students request a twin room?** Students may request twin accommodations (a hotel room with two single beds) for the following additional charges:

- \$25 per hotel night per student
  - \$60 per ferry or cruise night per student
- (Please note: Twin accommodations are not available on overnight trains.)*

**How are adults roomed?** Adults are placed in twin accommodations (a hotel room with two beds) with another adult of the same gender from the entire tour group. This may require that adults from different schools/groups room together.

**Can adults request a room with a double bed?** Adults can request double-bed accommodations (a room with one bed for two people) by simply providing EF with the name of their roommate by 70 days prior to departure.

**Can adults request a single room?** Adult travellers can request a single room for an additional \$40 per hotel night (\$50 per night for South Pacific destinations). Single rooms are not available on overnight trains, ferries, cruises or tours to Africa.

**What are the sleeping arrangements on trains?** Overnight trains provide couchette sleeping berths that may accommodate up to six people or Sessels (recliners). Trains have small compartments with very limited space for luggage; please pack accordingly. EF groups may share their compartments with non-EF travellers and rooming may not be gender specific. There are no private bathrooms on overnight trains.

### Other tour information

**When does my tour officially start and end?** Each tour begins with the take-off from the departure airport, and ends when the flight lands at the return airport. For those making their own flight arrangements, the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel, according to the itinerary. The official length of an EF tour does not include stay-ahead or stay behind option periods when participants are not escorted by an EF Tour Director.

**What happens if a tour is delayed?** EF cannot refund tour components (see What's included on your tour on p.4) that are missed due to weather conditions or airline delays. If your tour starts later than scheduled for these reasons, your tour start date is still considered the date that you were originally scheduled to depart. (e.g. If your tour is 10 days and is delayed for two, no refund will be provided for components missed for those first two days.)

**What about travellers with food allergies?** EF recognizes that some travellers may have severe food allergies. EF will do its best to ensure that all on-tour staff are aware of the situation and will try to accommodate any special needs. However, all participants and parents and/or guardians of minor participants agree and acknowledge that they assume certain risks in participating in an EF Tour, which may include the risk of harm, injury, illness or death from allergies, allergic reactions or any adverse symptoms to any meals, foods, beverages (whether alcoholic or non-alcoholic), candies, medications or drugs of any kind, or any other

consumables, or in connection with allergies or allergic reactions to any environmental, seasonal, natural, synthetic, chemical or biological causes or sources, whether caused by the negligence of EF or otherwise.

**What about travellers with special diets?** EF is able to offer vegetarian meal options to our travellers. EF is not able to accommodate all special diets (e.g. vegan, gluten-free, kosher (except in Israel), halal or diabetic meals).

**What happens if EF has to cancel a tour?** EF may cancel any tour for events beyond its control, including but not limited to instability in a destination country, acts of God, war (whether declared or undeclared), terrorist activities, incidents of violence, public health issues or quarantine, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions that make it impossible or commercially unreasonable in the opinion of EF to conduct the tour. If EF cancels the tour for any such reason, participants will receive an EF Future Travel Voucher for all monies paid, less coverage premiums and any non-refundable fees. Cancellation by EF for causes described in this section shall not be a violation of its obligations to any participant.

**What about lost belongings?** EF is not responsible for passports, airline tickets or other documents that are lost or stolen, or for loss of or damage to luggage or any other passenger belongings. EF is not responsible for locating lost property.

### What if my tour dates do not fall in the range covered by these Booking Conditions?

Participants enrolling on tours departing after September 30, 2013, are subject to these Booking Conditions as well as any changes to EF's 2014 Booking Conditions (for travel October 1, 2013, through September 30, 2014). The 2014 Booking Conditions will be available online at [effours.ca/bc](http://effours.ca/bc) in January 2013.

### Protection for travellers' payments

EF Educational Tours is registered in accordance with the Travel Industry Act and upholds the standards and policies of this Act. EF Educational Tours is registered with TICO (international registration #2395858, domestic registration #50018789) and with the Office de la protection du consommateur (OPC permit #702732). In the unlikely event of EF bankruptcy, insolvency, or cessation of business, EF has secured all advanced payments of its customers, regardless of province or territory of origin, through the affiliation with the above organizations.

### Terms and provisions

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF officer. In the event of a major currency fluctuation, EF reserves the right to adjust the Tour Fees and apply a currency surcharge. This contract permits price increases. No price increases are permitted after the customer has paid in full. If the price increase is more than 7%, except increases resulting from an increase in retail sales tax or federal goods and service tax, the customer has the right to cancel the contract and obtain a full refund.

All travellers will need to pay a \$99 Non-refundable Deposit upon enrolment that will go against their Program Fees.

The tour operator for your international trip is EF Cultural Travel Ltd. ("EF") Haldenstrasse 4, CH-6006, Lucerne, SWITZERLAND, organization number CH-100.3.026.585-3, VAT number 596 344. EF Institute for Cultural Exchange, Ltd. ("Educational Tours" or "ET") is an affiliate of EF Cultural Travel, Ltd. ("EF"), and acts only as a sales and marketing provider for that company. ET does not provide any goods or services for our trips. Invoices pertaining to such tours are issued by EF Institute for Cultural Exchange, Ltd. on behalf of EF Cultural Travel Ltd. Note: The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to Value-Added Tax Art. #19.

The tour operator for your domestic trip is EF Tours Canada Ltd. ("EF"), 60 Bloor St West, Suite 501, Toronto, Ontario, M4W 3B8. GST/HST number 85401 0311. EF Tours Canada Ltd. also acts as a sales and marketing provider and will issue invoices for tours in Canada and the United States.

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Please note: These booking conditions do not apply to residents of Quebec.

# EF's Booking Conditions: Payment schedule

## Enrol Now!

There are four easy ways to enrol and pay your **minimum deposit**. Your enrolment is considered active once EF has received the minimum deposit as well as a signed application, signature form or online acceptance.

- 1. Online:** (for fastest enrolment) [eftours.ca/student](http://eftours.ca/student)
- 2. Fax:** 1-800-556-6046
- 3. Phone:** 1-800-263-2806
- 4. Mail:** EF Educational Tours, 60 Bloor Street West, Suite 501  
Toronto, Ontario, M4W 3B8

## Minimum Deposit/Manual Payment Schedule

Applications received at EF	Payment due	Deadline
180 days or more prior to departure	• \$99 non-refundable deposit	Upon enrolment
	• \$700 deposit and coverage premium	30 days after enrolment (a \$40 late fee applies if you miss this deadline)
Between 179 and 99 days prior to departure	• Full account balance due	99 days prior to departure*
	• \$799 deposit and coverage premium (including \$99 non-refundable deposit)	Upon enrolment
	• Full account balance due	99 days prior to departure*

\*A \$90 non-refundable late fee applies if account is not paid in full by this deadline.

## Late Applications and Waitlist Applications

If you're enrolling between 98 and 31 days prior to departure, or you have cancelled and are re-enrolling, your application is considered a **Late Application**. Once we have received your full payment by debit, certified cheque, credit card, or money order including a non-refundable **\$95 Late Application Charge**, you will be placed on a waiting list while we check bus and flight availability. If we are unable to place you on a tour or offer you an alternate flight to meet up with your tour, you will receive a full refund. We may also offer you the option of arranging your own flight and buying the land-only portion of your tour. **31 days prior to departure is the final deadline for submitting late applications.**

At the discretion of your group leader, a **waitlist** may be offered for full tours. The \$99 non-refundable deposit is required for waitlist enrolments. If space becomes available on the tour and you choose to enrol when contacted by EF, EF's payment plan and cancellation policy apply. If space is not available at 14 days prior to departure or if you cancel from the waitlist, the \$99 non-refundable deposit will be refunded.

## About Your Payments

In the unlikely event that an invoice is not received, participants are still responsible for making payments on time. Your final invoice is sent approximately one month before the final payment due date of 99 days prior to departure.

### 1. Electronic Bill Payments:

Payments made through online banking, phone banking or in person at your bank must be made 3-5 business days prior to the due date listed on your invoice.

### 2. Mail Payments:

Mail payments must be accompanied by a remittance slip or the following:

- Participants name and account number
- Group leader's name
- Tour number
- Departure date

Payments must be received at our office on or before the payment due date as listed on your invoice to avoid late payment fees. Please allow sufficient time for mail delivery (approximately 10 days).

If a cheque is returned to us, a non-refundable \$40 processing fee will be charged.

## Monthly Payment Plan

With the Monthly Payment Plan, we take your total balance less your initial deposit and divide it by the number of months before your final payment is due. This amount will be withdrawn directly from your bank account once per month until paid in full. Monthly Payment Plan allows you to enjoy these advantages:

- Eliminate late fees
- Extend your final payment deadline up to two months
- Smaller, more manageable payments

**For more details call us at 1-800-263-2806 or visit [eftours.ca/monthlypayment](http://eftours.ca/monthlypayment)**



You can choose to receive your invoices by email instead of by mail. It's easy and it's better for the environment.

## Overdue Balances\*

### 90 days prior to departure

#### **Warning! Cancellation if only minimum deposit paid**

If you have paid only the \$99 non-refundable deposit at 90 days prior to departure, EF reserves the right to cancel your reservation.

### 75 days prior to departure

#### **Warning! Cancellation if full balance unpaid**

If you have not paid in full, EF will cancel your reservation. EF's Standard Cancellation fees will apply (p. 7).

Late payments must be made by electronic bill payment, certified cheque, money order, debit or credit card (no personal cheques).

#### **We cannot mail your group's final travel documents and airline tickets until accounts are paid in full.**

\*Does not apply to those enrolled in Monthly Payment Plan.

## Included with your tour: Peace of Mind Program™

**Receive an EF Educational Tours Future Travel Voucher:** EF's Peace of Mind Program, provided at no additional charge, allows entire groups to receive an EF Future Travel Voucher for all monies paid, less any non-refundable fees if the group leader informs EF of their decision in writing not to travel at least 35 days prior to departure. The Peace of Mind Program and its ability to transfer your monies paid is a benefit of making all payments by dates due. Participants missing any payment deadlines will need to pay any late fees for groups to qualify for the Peace of Mind Program. The Future Travel Voucher provided through the Peace of Mind Program is not a merchandise credit or a gift certificate and may not be redeemed for cash.

**Payments using EF Future Travel Vouchers:** Payments using EF Future Travel Vouchers are subject to the same schedule and fees as other forms of payment. Participants cancelling a tour paid for by using an EF Future Travel Voucher will be subject to additional cancellation fees associated with that tour. The participant's signature must appear on the voucher for it to be processed. Vouchers may not be split between participants. Only one voucher may be redeemed per person. Full terms and conditions appear on the vouchers.

Also included, at no additional charge, is our **additional travel security**, which covers cancellations due to an act of terrorism or the threat of an act of terrorism. Through this plan, participants will receive a full refund (less the \$99 non-refundable deposit) should all of the following conditions be met: (a) a terrorist act, or threats of terrorist acts occur(s), which is directed against Canadian interests on Canadian soil or in Canadian airspace or directed against Canadian interests in any other country or in international airspace; and (b) as a result of these events, a formal Travel Warning is issued by the Department of Foreign Affairs, stating that Canadians should not travel to any country or countries which are included in the participant's tour itinerary; and (c) the formal Travel Warning by the Department of Foreign Affairs is issued within 65 days of the participant's departure. Participants missing any payment deadlines will need to pay late fees to qualify for additional travel security.

# EF's Booking Conditions: Cancellations, refunds & coverage

## EF's Cancellation Policy

The cancellation policies outlined below take into consideration the costs EF incurs long before groups ever depart. Notice of cancellation from an EF Tour will only be accepted from the participant, his or her legal guardian or group leader. Written notification is required for cancellation; the date of cancellation is determined by the date on which EF receives your written notice. Cancellation refunds can only be made to the person whose name appears on the account; monies cannot be transferred to another account. Non-refundable fees, such as the \$99 deposit, coverage premiums and late fees (including waived late fees) are also deducted from refunds.

	Cancellation with replacement	Standard Cancellation
<b>130 days or more before departure</b>	Full refund less \$200 cancellation fee	Full refund less \$400 cancellation fee
<b>129 to 99 days before departure</b>	Full refund less \$400 cancellation fee	Full refund less \$600 cancellation fee
<b>98 to 31 days before departure</b>	Replacements no longer accepted	50% of program fee
<b>30 days or less before departure</b>	Replacements no longer accepted	No refund will be issued

Please make all payments on time to qualify for refunds in accordance with EF's Cancellation Policy.

Cancellation with replacement refers to a participant who cancels but finds a person to replace him or her for the same program. The replacement's application must be submitted at the same time as the notification of cancellation. Applications received fewer than 99 days prior to departure are treated as Late Applications and are therefore subject to late application penalties. EF cannot guarantee the replacement participant a place on the tour or the same flights as the group. This is primarily due to restrictions outlined in our airline agreements.

**Group leader cancellation:** A group leader must accompany participants on every tour. If a group leader cancels for any reason, EF will ask him or her to assign a new group leader to the group's participants. The new group leader is responsible for any increases in his or her own airline costs. Any participants who cancel at this point and choose not to travel with their replacement group leader will be treated as standard cancellations. If no replacement group leader is found all participants are required to provide EF with written notice of cancellation in order to be eligible for EF's standard cancellation policy. Those participants interested in being placed with a new tour group should contact EF at 1-800-263-2806. If we cannot find a new tour for these participants, EF's Standard Cancellation fees will apply.

**Refunds** will be issued in the name which appears on the EF account. Refunds will be issued only upon written request and after a participant's cheque(s) has (have) been in the account for 21 days. All refund cheques are mailed approximately four-six weeks after the request has been processed. There will be a non-refundable \$40 stop-payment fee for lost refund cheques.

## All-Inclusive Travel Protection Plan *(optional)*

### The All-Inclusive Travel Protection Plan includes:

- **Medical and Accident Coverage**
- **Baggage and Property Coverage**
- **Tour Cancellation and Interruption Coverage**
- **24-hour Emergency Assistance**

### Premium: \$119 for North American tours; \$149 for International tours

- may only be purchased or removed up to 30 days after enrolment\*
- is non-refundable

### Medical and Accident Coverage covers:

- hospital bills, doctors' fees, prescriptions and medical transportation for illnesses and/or injury contracted **during the participant's tour**
- transportation, food and lodging expenses for two of the patient's relatives to be at his or her side in the event of a life-threatening illness that requires hospitalization
- combined coverage of up to \$45,000 for the above situations
- limitations and exclusions apply

### Baggage and Property Coverage covers:

- up to \$2,800 for baggage and up to \$1,400 for theft-prone property for the duration of the participant's tour
- theft of cash up to \$400
- theft of airline tickets and other valuable documents up to \$700
- participant's extra costs up to \$225 if baggage is delayed more than 24 hours (except on the way home)
- exclusions apply

### Tour Cancellation and Interruption Coverage covers:

- **refund** of the Program Fee if a participant needs to cancel from or interrupt the tour due to reasons of serious injury and grave illness leading to hospitalization, financial hardship due to unexpected/involuntary job loss, jury duty, or severe damage to the participant's home.\*\*

### 24-hour Emergency Assistance covers:

- assistance and handling of claims during the participant's tour

The **All-Inclusive Travel Protection Plan** will be automatically added to your account upon enrolment. Please call Customer Service at 1-800-263-2806 for details. Each Coverage may be purchased separately.\*

**Alberta residents** should contact EF for information on alternative insurance coverage. **Coverage premiums are non-refundable.** Underwritten by EFEKTA Insurance International Ltd., Bermudiana Arcade, 3<sup>rd</sup> Floor, 27 Queen Street, HM11, Hamilton, Bermuda, through a Master Policy issued to EF Cultural Travel Ltd. **For complete terms, conditions and exclusions, please refer to the Master Policy**, which may be obtained by calling EF at 1-800-263-2806.

\*If purchased separately, Tour Cancellation Coverage can only be purchased up to 76 days prior to departure. Medical and Accident and Baggage and Property Coverage can be purchased up until one day prior to tour departure.

\*\*EF must be notified in writing within 14 days of the event that causes tour cancellation or prior to your scheduled departure, whichever comes first.

# Release and Agreement

*I (or parent or guardian if applicant is under 18), am an applicant for an EF Educational Tour. By signing the EF Educational Tours Participant Application, I understand and agree to the following:*

**1.** I understand and agree that all international tours are operated by EF Cultural Travel Ltd., Switzerland, marketed by EF Institute for Cultural Exchange Ltd. and that all domestic tours are operated and marketed by EF Canada Ltd., hereafter referred to as "EF".

**2.** I understand that my tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the EF airport. I further understand that international travel involves certain risks to personal health, safety and property. Many foreign countries do not have the safety and health standards that are present in Canada. I am willing to accept the associated risks and understand that EF cannot guarantee the health and safety of participants in a foreign trip or eliminate the risk from a foreign environment.

**3.** I agree to release, indemnify and hold harmless EF and its affiliates (which term shall include parents, subsidiaries, officers, directors, shareholders, agents and employees of EF as well as EF itself) and my school, my school board and group leader (the "Released Parties") from, and agree not to sue the Released Parties for, any claims that I may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from any cause whatever related in any way to my participation in any EF sponsored tour. Without limiting the generality of the foregoing, I release, indemnify and hold harmless the Released Parties from, and agree not to sue them for any personal injury, bodily injury, mental anguish, emotional distress, physical, property or other damage that I may suffer from the Released Parties' negligence other than from intentional or reckless acts by such parties. I further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other agents over which the Released Parties have no direct or indirect control, including, without limitation, airlines, railways, bus companies, hotels, shipping companies, guides and sub-contracted agents or tour operators. This release also includes activities not offered by EF that may be considered risky including, but not limited to, parasailing, paragliding, parachuting, skydiving, scuba (unless certified) and the use of motorbikes, mopeds, scooters and ATVs. I further release any tour directors, bus drivers or other individuals involved in my tour. This release also includes activities not offered by EF that may be considered risky.

**4.** I understand that the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is limited by their tariffs, or the Warsaw Convention, or both.

**5.** I understand and agree that EF shall have no liability or responsibility for me when I am absent from EF-supervised activities or for non-EF supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods if the stay-ahead/stay-behind period does not include the services of an EF Tour Director.

**6.** I understand and agree that EF reserves the right to refuse or cancel my registration at their sole discretion. Group leaders may also refuse or cancel any participant's registration including my own. In such an event, Standard Cancellation guidelines as outlined in the Booking Conditions apply.

**7.** I agree to abide by EF's regulations and the directions of my group leader, my tour director or EF's personnel during my tour. Failure to do so may result in EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program Fee, and that EF may then send me home at my own expense.

**8.** I agree to abide by all local laws when in Canada and abroad, including those concerning drugs and alcohol. (Minors must have parents' permission to use alcohol even if the local law would otherwise permit them to.) I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and EF may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country I am visiting.

**9.** I understand and agree that if I become ill or incapacitated, EF and its employees, my group leader, or a designated chaperone may take any action they deem necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home.

**10.** I understand and agree that EF has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.

**11.** I understand that by enrolling on this tour, I have made the choice to travel with the teacher/group leader organizing my group, and I understand that this choice is not the responsibility of EF. I understand that my group leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring I purchase items such as insurance or optional excursions. I understand that a group leader must accompany me on tour. If my group leader cancels for any reason, EF will ask him or her to assign a new group leader. If I cancel at this point and choose not to travel with the replacement group leader, it will be treated as a standard cancellation according to the policy outlined on p. 7, column 1. If no replacement group leader can be found, I will need to cancel and EF's Standard Cancellation Policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's Standard Cancellation Policy will apply.

**12.** I understand that it is my responsibility to secure the necessary travel documents (passport and visa[s]) unless specifically arranged for the group by EF. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation guidelines as outlined in the Booking Conditions.

**13.** I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.

**14.** I understand that this tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.

**15.** I understand and agree that this agreement and EF's Booking Conditions (and the respective addendums for Customized Tours and EF Volunteers if travelling on those tours) constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of EF, or by my school or group leader. This agreement may be amended or modified only in writing, signed by both parties. The waiver by EF of any provision of this Agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.

**16.** I understand and agree that this agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the province of Ontario and the laws of Canada applicable thereto. In the event of any claim, dispute or proceeding arising out of my relationship with EF, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the Courts of the province of Ontario.

**17.** I understand and consent that EF may use any film likenesses taken of me and any of my comments while on an EF tour for future publicity and also use my contact information for future EF promotions.

Sign your application only when you have read in full and understood the contents of this release and agreement.