

# Booking Conditions

These terms and conditions apply for all tours departing on or between October 1, 2009, and September 30, 2010.

Smithsonian Student Travel is the trading name of EFSI, Inc. EFSI is a member of the EF global group of companies. For the sake of clarity, we'll refer to ourselves below simply as "SST."

Smithsonian Student Travel tours are operated by EFSI, Inc., under a licensing agreement with the Smithsonian Institution.

## What's included on your tour?

### What does your program fee include?

- Full-time services of a SST Tour Director throughout the program
- Round-trip airfare or bus transportation
- Bus transportation while on tour, except on specified subway ("metro") itineraries
- Accommodations in quality hotels
- Breakfasts and dinners as specified
- Comprehensive sightseeing tours and excursions, led by expert local guides as specified
- All transfers and transportation between destination cities as specified
- Select entrance fees and theater tickets as specified
- Overnight security at hotels for each hotel night as specified
- SST walking/sightseeing tours as specified
- All non-optional gratuities
- 24-hour Emergency Assistance on tour
- SST backpack and luggage tag per tour
- SST Travel Journal
- SST Travel ID Badge
- Medical and Accident Coverage while on tour (see p. 9)
- Preliminary processing services by SST staff
- SST's standard cancellation policy
- Smithsonian Membership

Should we ever fail to provide a service outlined above, you will receive a refund for it.

Once travel is completed on the first tour, participants are eligible for the following:

- \$50 repeat traveler discount off of international programs offered by EF Educational Tours
- Discounts off other EF programs

### What items are listed separately on your invoice?

- Optional add-ons, including additional activities and excursions (enrollments must be received no later than 50 days prior to departure)
- Surcharge for travel in high season
- Departure fees (subject to changes beyond SST's control)
- Adult supplement (if applicable)
- All-Inclusive Coverage Plan with Program Fee Protection (see p. 9)

**Your group leader may have chosen to include the following items on your tour. If they are included, they will be clearly noted on your invoice. Otherwise, they will not be listed. Please contact your group leader for more information.**

- Lunches
- Breakfast on arrival day and dinner on departure day
- Transportation to free-time activities
- Customary gratuities for your SST Tour Director and coach driver
- Porterage

### What are departure fees?

Departure fees and surcharges are imposed by airlines and governmental agencies. They cover such things as federal or foreign government imposed landing fees, security fees and

energy/fuel increases. These fees and charges are calculated by SST on an average basis of all departures for a particular itinerary. SST evaluates these fees as new information is made available and then updates accounts and invoices accordingly. Your online account and initial invoices will display the current estimate of your anticipated departure fees/surcharges. Participants not on EF's monthly payment plan will be invoiced separately for the departure fees/surcharges payment due at 50 days prior to departure. 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, SST reserves the right to adjust accounts and invoices accordingly.

### What additional costs should you expect while traveling?

- Airline services, such as food and checked luggage, which may be purchased at the airport or in-flight
- Expenses caused by last-minute airline rescheduling, cancellations, or delays caused by the airlines or bad weather
- Passport and visa fees (for groups traveling to Canada)
- Souvenirs and incidentals

### Group travel

**Who meets groups upon arrival?** Every SST bus has a full-time SST Tour Director who will meet you at your arrival airport. If, in rare cases, the tour director cannot meet you, a SST representative will be available to accompany you to meet your tour director. Alternatively, groups busing from their hometown will be met by their SST Tour Director at their first scheduled activity.

**What is a private group?** For large groups that want the privacy of their own tour bus and SST Tour Director, SST offers the private group option. The Program Fee for a private group is based on a minimum number of actual paying participants per bus and is subject to adjustments if the minimum is not met. Depending on the size of your group, it may be necessary to divide into smaller groups due to limited space at hotels, restaurants and sightseeing venues, as well as on airplanes, trains and buses.

**What is a consolidated group?** Consolidation provides small groups with the best value. SST's Program Fees are based on a minimum of 35 paying participants. To qualify for SST's Program Fees, it is usually necessary to combine a number of smaller groups into a larger one. Your group may therefore be combined with others that are not necessarily of the same age range. If SST is unable to consolidate groups on their requested tour, we will offer a comparable tour and apply the new Program Fee and airport fees. In order to consolidate your tour, SST requests some flexibility with your date and destination choices. If we fail to offer a comparable tour, participants will receive a full refund.

**Can my itinerary change?** It may be necessary for SST to modify the order in which sites are visited, alter the duration of stay in a city, arrange ground transportation to an alternate airport, etc. This may also involve a change in the departure, arrival or return dates of a tour. SST makes every effort to ensure that the new departure date will be within one to two days of the requested dates. In rare cases, it may be necessary to move dates by up to three days within the requested departure dates. On certain dates, especially holidays, or due to flight arrival or departure times some tour inclusions may be unavailable. In this case, SST reserves the right to substitute inclusions at its discretion.

### Enrollment

Enrollment forms are processed on a "first-come, first-served" basis. All enrollment forms must be received at SST no later than your group's enrollment deadline, which will be determined by the group leader and a SST representative; enrollment forms received after the deadline are subject to availability. The enrollment deadline will be no later than 110 days prior to departure. See p. 8 for details as well as our policy for late enrollments.

**How do travelers enroll?** Enrollment forms and payment can be submitted to SST in the following ways:

**Online (for fastest enrollment)**  
SmithsonianStudentTravel.com

**Mail**  
Smithsonian Student Travel  
EF Center  
One Education Street  
Cambridge, MA 02141

**Phone**  
1-888-333-9756

**Fax**  
1-800-318-3732

Provide your complete name as it appears on your travel credentials (e.g., birth certificate, passport or state-issued identification). If your identification includes a middle name or initial, be sure to list it exactly the same way on your application. This will be the name issued on your airline tickets. Please check the spelling of your name on all correspondence as any corrections to your name made after 110 days prior to departure will incur a minimum \$100 fee.

### Are there guidelines for young travelers?

Guidelines for travelers ages 6–11 are available to group leaders from their SST representative. Children under the age of 6 are not allowed to travel on a SST tour. Anyone under the age of 15 who is flying apart from his or her group without an adult companion must pay the airlines' Unaccompanied Minor Fee. These fees must be paid to the airline at the time of check-in. Please contact each airline on the minor's itinerary regarding policies for young travelers.

### Travel to Canada

Entrance into Canada requires a valid passport. If you do not already have a passport, you should apply for one as soon as you enroll on your tour. Late enrollment may require the passport application process be expedited for an additional fee. For more information, visit <http://travel.state.gov/passport>.

Additionally, parental authorization forms, which must be notarized less than 30 days prior to departure, are required for Canadian travel. Consult your group leader for more information.

Citizens of the United States do not need a visa to enter Canada. Non-U.S. citizens should contact the closest Canadian embassy or consulate as soon as possible for specific entry requirements.

If a participant traveling to Canada is unable to obtain the documents necessary to enter Canada, SST's Standard Cancellation policy will apply (see p. 9).

### Travel protection plans

**Can I purchase coverage through SST?** We strongly advise all participants to purchase one of our comprehensive travel protection plans to protect themselves while on tour.

See third column on p. 9 for more details. We offer:

- All-Inclusive Coverage Plan with Program Fee Protection (\$85 for flight groups; \$60 for bus groups)
- All-Inclusive Coverage Plan (\$55 for flight groups; \$40 for bus groups)

Additional details will be sent directly to participants.

Limitations and exclusions apply; call 1-888-333-9756 or visit [SmithsonianStudentTravel.com](http://SmithsonianStudentTravel.com) for complete details.

## Flight information

**Which types of airlines does SST use?** SST reserves seats with most major carriers. (The passenger contract in use by each airline, when issued, shall constitute the sole contract between the airline and the purchaser of the tour.) SST reserves the right to use charter flights.

**Will we have direct flights?** Due to available flight routings, we cannot guarantee non-stop or direct flights.

### What if I don't use a portion of my flight itinerary?

You must travel on all legs of your itinerary. If you do not travel on a portion of your flights, the remaining portions will be cancelled and no refund will be issued. You will be responsible for purchasing a new ticket as well as any service fees charged by the airlines.

**Will my group fly together?** Due to space availability and size of available aircraft, we cannot guarantee that all members of a group will fly together on the same flight. In rare cases, groups may have an additional overnight, layover and/or bus transfer due to space availability, routings and legal connection times. SST cannot be held responsible for airline schedule changes or mechanical, weather or capacity related flight delays. In some cases, groups may travel on an overnight "red-eye" flight, departing as early as the afternoon before the tour is scheduled to begin. You will receive your seating assignments at the time of check-in.

### Can we upgrade or use frequent flier miles?

Our airline contracts do not allow upgrades, stopovers or the accrual of frequent flier miles.

### Do groups depart and land at the same airport?

Flights to and from the following destinations may originate/end at any of the airports serving them (listed below). On occasion, your tour may return to an airport in your area other than the one from which you departed:

- New York: Newark, LaGuardia or JFK
- Washington, D.C./Baltimore: BWI, Dulles or Ronald Reagan National
- Houston: Hobby or George Bush Intercontinental
- Chicago: O'Hare or Midway
- Los Angeles: LAX, Burbank, Orange County, Long Beach or Ontario
- San Francisco: Oakland, San Jose or San Francisco
- Miami: Miami or Fort Lauderdale

## Bus transportation

**Can we take a bus instead?** SST offers comfortable chartered motorcoach transportation as an alternative to air travel for many of our tours. All bus groups must be private groups. Program fees will be based on a minimum number of paying participants per bus at the time of travel and are subject to adjustments if the minimum is not met.

## Special travel requests

SST is happy to provide alternate departure airports and land-only tours. (We are, however, not responsible for any inconvenience that is caused by an itinerary modification.) You must complete a Special Travel Request form on your tour website at [SmithsonianStudentTravel.com](http://SmithsonianStudentTravel.com), or check with your group leader. Special non-refundable fees and deadlines apply.

- all requests are subject to availability
- requests must be received at SST by the group's enrollment deadline or 110 days prior to departure, whichever is earlier
- requests received after your group's enrollment deadline or 110 days prior to departure, whichever is earlier, will be subject to a \$30 late fee in addition to the service fee, both of which are non-refundable. We cannot accept new requests or changes less than 60 days prior to departure. Changes received after the group's enrollment deadline will be subject to an additional service fee as outlined below.

### What are the types of special travel requests?

**Alternate departure airports:** Participants pay the applicable Program Fee for the airport from which they would like to depart. Requests must be into and out of the same airport. A non-refundable \$60 service charge per participant will apply.

**Land-only tours\*:** Participants make their own flight/travel arrangements and are responsible for meeting the tour in the destination city on the first day. The Program Fee may be reduced by up to 30%, depending on the length of the tour and destination. A non-refundable \$60 service charge per participant will apply. SST is not responsible for any travel-related delays or inconveniences for land-only participants.

\*Participants should not make their travel arrangements until the tour's departure date is confirmed and the itinerary is set.

## Adults on tour

**Can adults go on tour?** SST's published Program Fees are based on student rates for transportation, admissions, accommodations, etc. We do, however, accept adults on our educational tours as well. An adult is defined as a paying participant who is at least— or who turns—23 during the tour and is charged a per-person adult supplement of \$40 (flat fee) plus \$35 per night (\$55 per night for Alaska or downtown hotels) for all tours to cover the difference between student and adult rates.

## Rooming

All rooming requests including upgrades must be submitted by 110 days prior to departure. Each hotel room is equipped with a private bathroom. Non-smoking rooms cannot be guaranteed. Most hotels are located outside the city.

**How many students are in a room?** Students room in quads with same-gender members. Rooms contain two double beds (beds meant for two people), and two students are expected to share each bed. Consolidated tour participants will room with same-gender members of the entire consolidated tour group with which they are traveling, including students from other schools.

**Can students request a twin room?** Students may request twin room accommodations for \$35 per night for standard hotels (\$55 per night for Alaska or downtown hotels).

**How are adults roomed?** Adults are automatically roomed in twin accommodations. Consolidated tour participants will room with same-gender members of the entire consolidated tour group with which they are traveling.

**Can adults request a single room?** Single room accommodations include a charge of \$35 per night for standard hotels (\$75 per night for Alaska or downtown hotels) in addition to the adult supplement. For other rooming options, contact SST.

## Protection for travelers' payments

You can rest assured knowing that travelers' tour money is protected in the unlikely event of SST/EF bankruptcy, insolvency or cessation of business under our participation in the United States Tour Operators Association (USTOA) \$1 Million Travelers Assistance Program. For program details and a list of its affiliates, contact USTOA by mail at 275 Madison Avenue, Suite 2014, NY, NY 10016, by email at [information@ustoa.com](mailto:information@ustoa.com) or online at USTOA.com.

## Terms and provisions

No warranties, representations, terms, or conditions apply to any tour unless expressly stated within these "Booking Conditions," in a Booking Conditions Addendum, or in a letter signed by a SST officer. Prices are subject to change. In the unlikely event that your group size falls below 10 participants and as a result airline contract rates are not available, additional fees may apply.

**When does my tour officially start and end?** Each tour begins and ends at the SST departure airport or bus pick-up location. For those making their own travel arrangements, the tour begins upon arrival at the first scheduled SST activity and ends upon departure from the last SST hotel.

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

**What about lost belongings?** SST is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline ticket, the participant is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

**What if my tour dates are not within the range covered by these booking conditions?** Participants enrolling on tours departing between October 1, 2010 and September 30, 2011 are subject to these Booking Conditions as well as any changes to SST's 2011 Booking Conditions and payment and cancellation schedules.

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# Payments

## EF's monthly payment plan

All travelers will automatically be enrolled in EF's monthly payment plan. Our automated payment plan divides your tour costs over time so you can pay in small, manageable increments deducted directly from your checking account. (Alternatively, you can provide a credit card for monthly payments.) There are no late fees, no interest and no hassle. Visit [SmithsonianStudentTravel.com](http://SmithsonianStudentTravel.com) or call **1-888-333-9756** for details.

### THE EASY WAY TO PAY FOR YOUR TOUR

- ★ Convenient monthly payments deducted from your checking account or charged to your credit or debit card
- ★ Tour balance deadline of up to 35 days prior to departure (instead of 110) allows more time to pay for your tour
- ★ No late fees
- ★ Smaller, more manageable payments (the sooner you enroll, the smaller your payments)
- ★ 24-hour access to your account and payment information through our secure website

### Manual payment plan

If you choose to opt out of EF's monthly payment plan, the following payment schedule applies. Keep in mind that your **tour balance payment will be due two months earlier** than with EF's monthly payment plan.

Amount Due	Due Date	Late fee (non-refundable)
\$150 Enrollment Fee	Upon enrollment	
\$200 deposit payment	30 days after enrollment	\$40
Tour Balance (all charges excluding Departure Fees)	110 days prior to departure	\$85
Departure Fees	50 days prior to departure	Subject to cancellation if not paid
Group's airline tickets not released until all payments received		

### Late enrollments

(109 days or fewer prior to departure)

If you enroll after 110 days prior to departure, your enrollment is considered a **Late Enrollment**. You will be responsible for making all missed payments from the manual payment plan (by cashier's check, credit card or money order), plus an **\$85 late enrollment fee**, at the time of enrollment. Availability is not guaranteed, but you will receive a full refund if we are unable to place you on the tour. We cannot accept enrollments 35 days or fewer prior to departure.

### Smithsonian Student Travel Peace of Mind Program

**Change your group's tour at any time.** Should your school board not allow travel for safety reasons, SST gives you the flexibility to change your tour and/or departure date. The revised tour must depart no later than September 30, 2011. SST must be notified in writing by the school board within seven days of the change in policy not to allow any travel for safety reasons. In this event, all payments will be transferred to the new tour. If there are additional fees resulting from the tour/date change, participants will be responsible for the increase. Tours may only be changed once. Participants canceling from a revised tour will be charged a cancellation fee based on the date that the original tour was changed or the current tour's cancellation fee, whichever is higher. Call for more details.

### About your payments

**On-time payments** (determined by date of receipt at SST, not post-marked date) must be accompanied by a remittance slip and be made to:

**Smithsonian Student Travel**  
P.O. Box 4114  
Woburn, MA 01888-4114

**Payments made late**, without a remittance slip or **by courier** (e.g., FedEx, DHL) must be made by credit card, cashier's check or money order to:

**Smithsonian Student Travel**  
EF Center  
One Education Street  
Cambridge, MA 02141  
Attn: Account Services Dept.

Payments will be returned unless attached to an SST remittance slip or accompanied by the following details:

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

**All payment due dates refer to the dates by which each payment must be received at SST.**

**All payment due dates refer to the dates by which each payment must be received at Smithsonian Student Travel. For those on the manual payment plan, SST will cancel your reservation if you are past due by 14 days or more on any payment or if your remaining balance payment is not received by 50 days prior to departure. SST's Standard Cancellation Policy will apply.**

Please allow adequate time for delivery (approximately 10 days) to avoid late payment fees. Your cleared check is your receipt of payment. Payments can also be made by Visa or MasterCard; we recommend using a credit card if your payment is being made close to the deadline to avoid late payment fees. SST cannot re-submit checks; if a stop payment order is put on a check, or if a check is returned to us by the drawer's bank, a non-refundable \$30 processing fee will be charged. If a check is returned to us after the payment due date, you will be charged a non-refundable \$85 late fee in addition to the non-refundable \$30 processing fee. In the unlikely event that a statement is not received, participants are still responsible for making payments on time. Account information is also available at [SmithsonianStudentTravel.com](http://SmithsonianStudentTravel.com). If you are using online banking to make your payments, please indicate your SST account and tour number in the account number field.

Additionally, if you are past due by 15 days or more on any payment deadline, SST reserves the right to cancel your reservation.

# Cancellations, refunds and travel protection plans

## Cancellation options without Travel Protection Plans

The cancellation policies outlined below take into consideration the costs SST incurs long before groups ever depart. Notice of cancellation from a SST tour will only be accepted from the participant, his or her legal guardian or the group leader. The date of cancellation will be determined by the date on which SST receives written notice. Cancellation refunds can only be made to the person whose name appears on the account; monies cannot be transferred to another account.

### SST's Standard Cancellation Policy

#### 110 days or more prior to departure

Full refund less 25% of the Program Fee (minimum \$150).\*

#### 109 days or less prior to departure

Full refund less 50% of the Program Fee (minimum \$150).\*

#### 34 days or less prior to departure

No refund will be issued.

\* Non-refundable fees are also deducted from refunds.

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

### Cancellation with replacement

#### 110 days or more prior to departure

Full refund less a \$150 substitution fee.\*

#### 109 days or less prior to departure

Replacements can no longer be accepted. Standard cancellation policy applies.

\* Non-refundable fees are also deducted from refunds.

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 enrollment form must be submitted at the same time as the notification of cancellation.

SST 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.

## Refunds

Refunds for overpayments of \$100 or more will be issued only upon written request and after a participant's check(s) has (have) been on the account for 21 days. Refunds will be issued in the name which appears on the SST account. All refund checks are mailed four to six weeks after the request has been processed. **There will be a non-refundable \$30 stop-payment fee for lost refund checks.**

**Group leader cancellation:** A group leader must accompany participants on every tour. If a group leader cancels for any reason, SST 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, the affected participants will need to cancel to be eligible for SST's Standard Cancellation Policy. Those participants interested in being placed with a new tour group should contact SST at 1-888-333-9756. If we cannot find a new tour for these participants, SST's Standard Cancellation Policy will apply.

## Payments using SST Future Travel Vouchers

are subject to the same schedule and fees as other forms of payment. The non-refundable portion of your voucher will be treated as a credit toward your final payment. Participants canceling a tour paid for using a SST 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.

## Travel Protection Plans

### Included in your Program Fee:

#### 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 requiring hospitalization (maximum 30 days)
- combined coverage of up to \$35,000 for the above situations
- limitations and exclusions apply

#### 24-Hour Emergency Assistance covers:

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

### Recommended travel protection plans:

**All-Inclusive Coverage Plan with Program Fee Protection includes (\$85 for flight groups; \$60 for bus groups):**

#### Program Fee Protection

- allows participants to receive a SST Future Travel Voucher for all monies paid, less any non-refundable fees, if participants inform SST of their decision in writing not to travel until the day of departure for any reason. The voucher is transferable and may be used toward international programs offered by EF Educational Tours. The SST Future Travel Voucher is not a merchandise credit or a gift certificate.

#### Tour Cancellation and Interruption Coverage

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

#### Baggage and Property Coverage

- up to \$1,000 for baggage and theft-prone property for the duration of the participant's tour
- theft of cash up to \$300
- theft of airline tickets and other valuable documents up to \$500
- participant's extra costs up to \$90 if baggage is delayed more than 24 hours (except on the way home)
- limitations and exclusions apply

#### Personal Delay Coverage

- reimbursement against receipts for reasonable and necessary out-of-pocket expenses when delayed more than eight hours when traveling on a common carrier to and from your home, and the delay is caused by circumstances beyond your control, such as technical difficulties, weather or natural disasters, intervention by authorities, illegal intervention (e.g. hijacking), or strikes and trade union actions.
- after the first eight hours of delay, you will be eligible for reimbursement of \$100 for every additional 12-hour period, up to a maximum of \$500.
- if you miss your flight, or other means of transportation, when leaving your home, and the delay is due to a traffic accident, weather conditions or breakdown (weather conditions and breakdowns apply to public transportation only) reimbursement of up to \$500 for the additional cost to rejoin the scheduled departure, or to rejoin the program.

Unless you specify otherwise on your enrollment or within 30 days of enrollment (and no later than 110 days prior to departure), you will be automatically enrolled in the All-Inclusive Coverage Plan with Program Fee Protection when you enroll on a Smithsonian Student Travel tour. This charge will appear on your first invoice. If you opt not to participate in this plan, you will be subject to SST's Standard Cancellation Policy.

**All-inclusive Coverage Plan includes (\$55 for flight groups; \$40 for bus groups): Tour Cancellation and Interruption Coverage, Baggage and Property Coverage, and Personal Delay Coverage.** See coverage details above.

**Premium and coverage plans are non-refundable and non-transferable and must be purchased by 110 days prior to departure.**

Program Fee Protection, Tour Cancellation and Interruption, Medical and Accident, and Baggage and Property coverages are underwritten by ERIKA Insurance Ltd, P.O. Box 5569, S-102 04 Stockholm, Sweden, 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 SST at 1-888-333-9756.

# Release and Agreement

I (or parent or guardian if enrollee is under 18) am an enrollee for an educational tour provided by EFSI, Inc. dba Smithsonian Student Travel (hereinafter referred to as “SST”).

By signing the Smithsonian Student Travel Release and Agreement, I agree to the following:

**1.** EFSI, Inc., d/b/a, operating tours under the name Smithsonian Student Travel, its affiliates, its and their employees, officers, directors and shareholders, my school, my school board and group leader, (collectively, “SST”) does not own or operate any entity which is to or does provide goods or services for my tour, including, for example, lodging facilities, airline, vessel, bus, taxi or other transportation companies, local ground or tour operators, visa processing services, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, SST is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Without limitation, SST is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of SST. Participant assumes all such risk as well as any risks with regard to independently engaged activities.

SST reserves the right to change or cancel the tour, the tour itinerary or any aspect of a tour at any time.

SST reserves the right to decline, to accept or to retain any traveler on the tour if that person’s presence is felt by SST or the group leader likely to be detrimental to the enjoyment of the tour by others, is dangerous to the participant or others, or for failure to abide by SST’s regulations and/or the directions of the Tour Director. Travelers who have been removed from their tour waive the right to a refund of any part of the fee. SST may send the traveler home at the traveler’s own expense.

SST makes every effort to ensure the accuracy of its publications, but it is not responsible for typographical or printing errors, including, but not limited to, pricing information. SST tours are not for resale and travelers must enroll directly with SST.

Payment of the required reservation fee/deposit constitutes consent to all provisions of these Terms & Conditions and to the general information contained herein and in the catalog, and for all travelers covered by the payment. No warranties, representations, or waiver of these Terms & Conditions apply to any tour unless expressly stated within these Terms & Conditions (or in a writing signed by an officer of SST).

**2.** I understand that my tour begins with the takeoff from the SST departure airport or bus pick-up location and ends upon completion of the flight back to the SST airport or return to bus drop-off location.

**3.** 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.

**4.** I understand and agree that SST shall have no liability or responsibility for me when I am absent from SST-sponsored activities or for non-SST sponsored 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 a SST Tour Director.

**5.** I understand and agree that SST 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 event, Standard Cancellation guidelines as outlined in the Booking Conditions apply.

**6.** I agree to abide by SST’s regulations and the directions of my group leader, my tour director or SST’s personnel during my tour. Failure to do so may result in SST 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 SST may then send me home at my own expense.

**7.** I agree to abide by all local laws when abroad or while on tour, 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 SST 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 or state I am visiting.

**8.** I understand and agree that if I become ill or incapacitated, SST and its employees, or my group leader, 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.

**9.** I understand and agree that SST has the right to make changes in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and other tour features. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.

**10.** I understand that prices are subject to unforeseen surcharges or increases, which, if imposed by airlines or other suppliers, will be separately billed.

**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 SST. I understand that a group leader must accompany me on tour. If my group leader cancels for any reason, SST 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, I will be subject to SST’s Standard Cancellation Policy. If no replacement group leader can be found, I will need to cancel and SST’s Standard Cancellation Policy will apply. I may also request that SST place me with a new tour group. If SST cannot find a new tour group for me, SST’s Standard Cancellation Policy will apply.

**12.** I understand that it is my responsibility to secure the necessary travel documents (passport, visa[s] and parental authorization forms.) 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 SST’s Booking Conditions constitute the entire agreement between SST 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 SST, or by my school or group leader. This agreement may be amended or modified only in writing signed by an officer of SST. Any waiver by SST of any provision of this agreement shall not preclude SST enforcement thereafter.

**16.** Any disputes concerning this contract, the brochure, any other material concerning the tour or the tour itself shall be brought only in courts in and for Boston, Massachusetts. In any such litigation the substantive law of Massachusetts shall apply and the parties agree to personal jurisdiction in said courts for all such purposes.

**17.** For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

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

**Sign your enrollment form only when you have read in full and understood the contents of this Release and Agreement! See back page.**

Smithsonian Student Travel tours are operated by EFSI, Inc., under a licensing agreement with the Smithsonian Institution.

# EF's monthly payment plan

**At Smithsonian Student Travel, we want to make our low-priced tours even more affordable!** That's why we created EF's monthly payment plan, which extends your last payment deadline up to 35 days prior to departure. Your total balance is divided by the number of months before this last payment deadline. That amount is then deducted from your checking account or charged to a credit or debit card once a month. It's that easy!

## Terms and conditions

- ★ You must select a payment method of either direct debit from your checking account or charges to your credit or debit card.
- ★ SST must have the checking account or credit card holder's signature on the enrollment form (on reverse), indicating agreement to the EF monthly payment plan Terms and Conditions, before the plan is activated.
- ★ A minimum of three automated payments is required. If you do not meet the minimum payment requirement, SST will use the payment method you have provided for the EF monthly payment plan toward the \$150 Enrollment Fee. You will be responsible for the remaining payments using our alternative payment plan outlined in SST's Booking Conditions.
- ★ For payments by credit card, SST prefers Visa or MasterCard.
- ★ You must provide a valid email address and pay the \$150 Enrollment Fee for your tour before the plan is activated.
- ★ The day on which your checking account or credit card will be charged each month will be determined by your enrollment date in EF's monthly payment plan.
- ★ If you are paying by direct debit or are submitting a debit card, please verify that there are sufficient funds available for monthly deduction. A non-refundable \$30 fee will be assessed each time a checking account payment is returned due to insufficient funds. A non-refundable \$20 fee will be assessed each time a credit card or debit card is declined. The following month, we will attempt to process both the payment due and the payment past due. SST reserves the right to withdraw you from the plan for checking account returns or credit card declines for two consecutive months.
- ★ A secondary credit card may be submitted for backup in the event the primary card is declined. No fee will be assessed if the secondary card is approved. For direct debit, we do not allow a backup payment method.
- ★ The monthly payment and final payment amounts are subject to change if tour items that are added or removed exceed \$125 (optional excursions, travel voucher redemptions, room upgrades, special travel requests, departure fee changes, etc.). Tour items totalling \$125 or less that are added or removed will only be reflected in the last payment.
- ★ Additional payments to the account made by the participant outside of EF's monthly payment plan will be deducted from the final payment, but the monthly payment amount will not be recalculated.
- ★ After the monthly payment plan's final payment deadline of up to 35 days prior to departure, the participant is invoiced for any subsequent charges. Monthly payment plan payments will no longer be automatically deducted. Additional payments need to be made by credit card or by check online at [SmithsonianStudentTravel.com](http://SmithsonianStudentTravel.com) or by phone with an SST Customer Service Representative at 1-888-333-9756.
- ★ The participant is not charged late fees while enrolled in EF's monthly payment plan. However, if the participant opts to withdraw from the plan or is withdrawn from the plan by SST due to checking account returns or credit card declines for two consecutive months, SST's alternative payment schedule and late fee assessment, as outlined in our Booking Conditions, will apply.

