

## General Information, Terms and Conditions

School Tours of America, LLC ("STA") is a professional tour operator utilizing its staff to provide specialized tours which are supervised and chaperoned for eligible students to places of interest, importance, and beauty. Welcome to STA's student tour operation.

**Tour Pricing:** Trip prices are based on the best available group rates. Unless a student registers and pays the price for double occupancy, all student tour prices are based on four or five occupants per room. Prices are guaranteed by School Tours of America for groups of thirty-five or more participants with the exception that fare increases from airlines, motor coaches, and/or travel via rail due to circumstances beyond the carrier's control (fuel surcharges, incremental taxes, etc.) will be added to the overall trip price.

**Prices for Adults:** Adults are automatically registered and priced at double occupancy. STA makes reasonable efforts to accommodate adult occupancy requests. Adults are charged for any change in the final occupancy status. The final invoice will reflect the fees due.

**General:** STA and the Tour Director accompanying the trip reserve the right to make additions and deletions as believed advisable or necessary for the well being of the group in their sole discretion. STA reserves the right to refuse any registrant or potential registrant at its sole discretion. STA accepts no responsibility for lost or stolen items. Any film or video likeness may be used by STA without any notification or compensation to the participant. STA is not affiliated with any other tour operator. Participants with disabilities are welcomed on the tours, but must be accompanied by a companion capable of providing all assistance required, and not require special assistance from STA or its suppliers. Passengers with disabilities must notify STA in writing by the Registration Deadline of their status and of the identity of their paid travel companion who will be responsible for providing any necessary assistance.

**Conduct Expected:** Each student participant is expected to act responsibly and adhere to reasonable behavior guidelines established by the participating Tour Director and chaperones. Any failure to respond to the guidance of the Tour Director and chaperones and to the group's behavior guidelines will result in the immediate return home of the offending participant. Any participant sent home will be sent at the sole expense of the parent/guardian. Additionally the parent/guardian shall hereby defend, indemnify, and hold harmless STA against any and all third-party claims arising out of any conduct or omission in breach of these terms and conditions or that otherwise create liability for STA.

**Registration/Payment:** Complete the registration. Only one registrant per form. Mail registration payment and completed form (including parent/guardian signature) in the envelope provided. (Please do not send cash). A \$40 fee is charged for checks returned for any reason. Post-dated checks are not held. A \$4.00 handling fee is charged for each payment other than the initial deposit and the final payment. Money is not transferable (except between immediate family members) from one registrant to another. Registration is subject to cancellation fees (see below). By registering for this trip, you expressly represent that you have read these terms and conditions and our Legal Notices (which can be found at [www.schooltoursofamerica.com](http://www.schooltoursofamerica.com)) and agree to abide by such.

**Optional Payment Plan:** Upon receipt of the registration form, School Tours of America sends a confirmation letter. The remaining balance must be paid-in-full within 60 days of departure. Monthly payments may be made. There is a \$4.00 handling fee for each partial payment. No personal checks are accepted after the final payment deadline has passed.

### **Payment Protection Program:**

**Benefits of Payment Protection Program –** For your convenience and protection, you will be automatically enrolled into the Payment Protection Program which protects your payments (minus the program fee) in the event you, the tour director, school or administration need to cancel at any time prior to the trip departure (merchandise expense, handling or processing fees, and any applicable penalties are earned at the time of each transaction and are not subject to refund.) Reasons for cancellation include illness, death in the family, accidents, financial difficulties, or employment relocation. The program also guarantees payment for the cost of a participant's transportation home if a personal emergency requires early departure. For your convenience the cost of this program will be added to your partial payments and will show on your final statement.

**Cost of Payment Protection Program -** This fee is **NOT** included in the trip price, but will automatically be added to your partial payments. If you are paying all or at least 50% of the trip price with the registration and wish to purchase the Payment Protection Plan please add the cost to the registration fee with a notation that it is for the PPP. The cost of this program is calculated as follows: Quad trip price less than \$700 the cost of the program is \$89; Quad trip price between \$700 and \$1099 the cost of the program is \$119; Quad trip price between \$1100 and \$1399 the cost of the program is \$139; Quad trip price between \$1400 and \$1699 the cost of the program is \$169; Quad trip price between \$1700 and \$1999 the cost of the program is \$199; Quad trip price is greater than \$1999 the cost of the program is \$219.

**Rejection of Payment Protection Program –** To decline the Payment Protection Program please check the box below.

**NO**, I do not want to purchase the Payment Protection Program. I understand my decision is final and I may lose up to 85% of the total trip price if I, the tour director, school or administration must cancel.

**Cancellation by Registrant Not Participating in the Payment Protection Program:** If the registrant is not participating in the Payment Protection Program, there are charges associated with cancellation. All notices of cancellation must be in writing and fees for cancellation will be based on the post office postmark (no metered mail please). Money is refunded to the original payer.

### **Cancellation Charges Per Registrant:**

Cancellation MORE than 65 days prior to departure.....	Registration payment
Cancellation 46-65 days prior to departure.....	45% of trip cost
Cancellation LESS than 46 days prior to departure.....	85% of trip cost

**Cancellation Due To Rescheduling:** In the event the Tour Director chooses to change the departure date, the standard cancellation charges remain effective for the original departure date.

**Cancellation by School Tours of America:** STA reserves the right to cancel any tour at its sole discretion and for any reason. If a tour is cancelled by STA, all funds collected from any registrant will be promptly refunded in full. Money is refunded to the original payer. Cancellation of a tour by Tour Director, School, or School Administration without the consent of STA is subject to standard cancellation charges.

**Non-Responsibility:** School Tours of America, LLC (STA), and its employees, agents, and representatives use third part suppliers to arrange tours, transportation, sightseeing, hotel, and all other services related to this tour. STA is an independent contractor and is not an employee, agent, or representative of any of these suppliers. STA does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of STA. 1) STA assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and 2) STA shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither STA, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of STA. To the maximum extent allowed under applicable law participants waive any and all claims against STA. STA reserves the right to refuse to accept or retain any person as a tour participant and to expel the same from the tour for their return home in the event of misconduct or incompatibility with the interest of the group, as determined by your Tour Director, STA or STA representative's sole discretion.

**Forum Selection:** Subject to the Arbitration provision below, participants consent to the exclusive jurisdiction of the courts of Harris County, Texas, in any litigation concerning, arising out of, or related to the trip, including airfare and accommodations and any and all other services booked through STA. Actions may be brought only within Harris County, Texas State and Federal courts, as appropriate, and no where else (unless such courts cannot establish jurisdiction over the parties), and Texas law will be applicable to any and all such litigation, without regard to its conflict of laws provisions. The prevailing party in any such litigation will be entitled to reasonable attorneys' fees and costs.

**Binding Agreement to Arbitrate:** Upon demand of any party, whether made before or after the institution of any judicial proceeding, any claim or controversy concerning, arising out of, or related to the trip, including airfare and accommodations and any and all other services booked through STA, shall be settled by binding arbitration in Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court of Harris County, Texas having jurisdiction thereof.

**Brochure Printing Disclaimer:** STA is not responsible for any typographic or printing error in any brochure, itinerary, confirmation, or related material.

**Severability:** If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

**California Only:** CST 2065169-40. Registration as a seller of travel does not constitute approval by the State of California. STA does not have a location in California and therefore does not participate in the California Travel Consumer Restitution Corporation. California law requires certain sellers of travel to have a trust account or bond. STA has established a trust account. Upon cancellation of the transportation of travel services where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation and services, all sums paid to School Tours of America, for services not received by you will be promptly refunded by School Tours of America.

**State of Florida:** Seller of Travel Reg. No. – ST35964.

**State of Nevada:** Seller of Travel Reg. No. – 2003-0360

**State of Washington:** Seller of Travel UBI No.– 602246577. If transportation or other services are canceled by School Tours of America (STA), all sums paid to School Tours of America for services not performed in accordance with the contract between STA and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged.

**Contact Us:** Call or write the Customer Service Department of STA if you have questions.