



# Educational Travel Service, Inc.

PMB 191 • 150 DORSET STREET • SOUTH BURLINGTON • VERMONT 05403-6256

## TOUR PARTICIPANT CONTRACT

### **WORKING WITH EDUCATIONAL TRAVEL SERVICE (ETS):**

A completed application form must be filled out with a **\$400.00 deposit**, of which **\$200.00** is non-refundable, paid to the sponsoring organization or school. A copy of the application form and one check made out to ETS and representing **\$400.00** times the number of persons going on the trip should be sent to ETS in order to reserve airline space *and* land arrangements. Additional payments will be outlined in a schedule agreed upon by ETS and the participating organization or school, keeping in mind specific airline and land requirements and dates. Any application submitted within 8 (eight) weeks of departure must be accompanied by a full payment.

The cost of this package is based upon a specified number of paying passengers as stated by the group organizers. An increase in cost to the individual travelers will occur if the number of people traveling decreases from the original number quoted.

### **CANCELLING FROM AN ETS TRIP:**

**Most airline tickets are totally non-refundable. Any refund is dictated by the policies of the individual airline.**

If you cancel from an ETS trip, your right to receive a refund is limited. If you withdraw from the trip before departure and have a replacement, ETS will need:

1. Written notice of cancellation.
2. Completed application form of the new participant.
3. Equivalent payment up to that date.
4. Name change fee as determined by the airline.

*All of the above requirements need to be sent to ETS in the same envelope.* You will receive a refund for your trip minus a \$50.00 administrative fee.

If you do not have a replacement, you will receive a refund for your trip minus a sum according to the following schedule:

### CANCELLATION POLICY

<u><b>If written notice is received...</b></u>	<u><b>you receive</b></u>
90 or more days before departure	all payments* <u>less</u> \$200.00 <b>and</b> any non-refundable portion of airline ticket(s) and/or land arrangement costs.
Between 89 and 60 days before departure	all payments* <u>less</u> \$400.00 <b>and</b> any non-refundable portion of airline ticket(s) and/or land arrangement costs.
Between 59 and 15 days before departure	all payments* <u>less</u> \$600.00 <b>and</b> any non-refundable portion of airline ticket(s) and/or land arrangement costs.
14 days or less before departure	no refund.

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\*Educational Travel Service makes every attempt to secure additional refunds from travel service providers whenever possible. However, once payment has been made on a non-refundable ticket, that ticket is NON-REFUNDABLE. ETS must send money to reserve ground services, but that money is not always refunded to ETS, in which case Educational Travel Service cannot refund this money to its participants.

## **OPTIONAL TRIP PROTECTION:**

At ETS, we strongly believe that your upcoming trip is a significant investment, which you should protect. For this reason, we strongly recommend you purchase travel insurance. For more information or to purchase insurance, please contact your ETS travel agent or check out [www.educationaltravelservice.com](http://www.educationaltravelservice.com).

## **WHAT IS AND WHAT IS NOT INCLUDED:**

The trip consists of the itinerary submitted by ETS to your sponsoring organization or school. The program fee does not include anything not stated in the "Trip Includes" list on the itinerary. Specifically, but without limitation, the program fee does not include passport and/or visa fees, optional excursions beyond those specifically mentioned in the "Trip Includes" list, optional beverages, meals, excess baggage charges, expenses of a personal nature, personal purchases, entrance fees and transportation charges incurred during free time, transportation and/or meals from the participant's home to the origination point of the trip and back, or overnight lodging and/or meals before departure or upon return of an international flight, and some optional gratuities (see "Trip Includes").

## **CHANGES IN THE TRIP:**

ETS reserves the right to make changes in the trip, which will not constitute grounds for refund, including without limitation: changes in scheduling initiated by airlines or other transportation providers, delays due to weather or mechanical difficulties, changes to the order in which cities are visited and the duration in each city, options which depend on a specified number of participants, changes in teachers or chaperones, omission of scheduled visits to public buildings (due to holidays, strikes or unannounced closures), and other changes which ETS deems appropriate. Whenever possible, suitable alternatives will be provided.

## **ACCOMMODATIONS:**

Rooms will be doubles, triples and quads with two to four beds per room. Single rooms are available for a supplemental fee.

ETS does not act as an agent for providers of home stays; nor does ETS, in any other sense, arrange, control, provide information about, or have any involvement with home stays.

## **AIR DEVIATIONS:**

Any participant wishing ETS to make travel arrangements separate from the rest of the group (including departure from/return to an alternate city) must request these arrangements in writing to ETS more than 60 business days prior to departure. Additional costs will be borne by the participant who will also be charged a \$50.00 processing fee if air deviations are requested less than 60 business days before departure. Airline change fees may also be incurred. If the participant is under 18 years of age at the time of the request, a parental letter of permission must be enclosed with the request for special arrangements. If the participant travels separately from the group, no airport transfers will be provided and the participant must make his/her own way to and from the airport. Participants who only purchase the land portion of a program must also purchase their own transfers. ETS is not responsible for arrangements made by individuals who travel separately from the group.

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## **RESPONSIBILITY:**

ETS acts only as an agent for airlines, hotels, transportation companies, sightseeing contractors and other principals and is not to be considered as the principal operator directly or indirectly of these services. ETS cannot be responsible for events beyond its control, including without limitation, acts of God, strikes, war, terrorism, political events, government restrictions, personal injury, and property damage, property loss, or default or bankruptcy by said principals. No warranties, terms or conditions apply to any trip unless expressly stated in writing by ETS and signed by an officer of Educational Travel Service, Inc.

**THIS AGREEMENT WILL BE EFFECTIVE WHEN THE APPLICATION IS ACCEPTED BY ETS. THE APPLICANT WILL ABIDE BY THE SCHEDULE OF PAYMENTS AGREED UPON BY THE ORGANIZATION/SCHOOL AND ETS, AND THE LAWS OF THE STATE OF VERMONT SHALL GOVERN THIS AGREEMENT. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING, SIGNED BY ETS AND THE APPLICANT.**

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## RELEASE

I, whose name and signature appear on this form (and my parent and/or guardian if I am under 18), an applicant for an Educational Travel Service, Inc. (ETS) trip, understand and agree to the following:

1. I am responsible for my own conduct and behavior on the trip. Any rules for the trip will be established by my organization/school, teachers/chaperones, and/or my family, and not by ETS. I agree to abide by all such rules.
2. ETS does not condone the use of alcohol or drugs on any trip, and shall not be liable for any loss, injury or damage arising from the selling, serving, giving or consumption of any alcoholic beverage or drug.
3. I understand that traveling is an activity that involves risk and hazard.
4. I understand that ETS acts only as agent for the suppliers of trip services, and that the acts or omissions of such suppliers--including, without limitation, airlines, surface transportation companies, hotels, restaurants, and tour operators--are not within the control of ETS.
5. Being fully aware of the risks, conditions and hazards of the trip, and the lack of control of ETS over the providers of trip services, I hereby agree to **RELEASE AND DISCHARGE**, in advance, ETS, its directors, officers, employees and agents, from any and all liability whether known or unknown, for damages for death, illness, personal injury, emotional trauma, or property damage or loss resulting from the trip and assume the risk thereof; and agree to **WAIVE**, any and all claims for damages for death, illness, personal injury, emotional trauma, or property damage or loss, which I may have or which may hereafter accrue to me as a result of the trip, against ETS, its directors, officers, employees, and agents.
6. I further agree to **INDEMNIFY AND HOLD HARMLESS** ETS, its directors, officers, employees and agents, for any claim for death, illness, personal injury, emotional trauma, or property damage or loss, to myself or others, which I cause or which results from my participation in the trip; and from any claim arising out of any financial obligation or liability which I incur, or any other act or omission by me.

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7. If I become ill or incapacitated, I understand that ETS will assist wherever possible, but ETS will not be held liable for the quality and timeliness of any such medical care received, nor for any expenses incurred.
8. I understand that an air carrier's liability for loss or damage to baggage or for death or injury to person or property is limited to their tariffs or the Warsaw Convention or both.
9. I understand that ETS is not responsible for any costs arising from the loss, theft, destruction, or damage of any of my personal property during the trip, including my airline ticket. I understand that each airline has its own procedures for dealing with lost tickets and that if I lose my airline ticket, I may be required to purchase from the airline a full-fare replacement ticket. I accept that in these circumstances it is entirely my own responsibility to pursue any refund directly from the airline. In case any portion of my ticket is unused, it is my responsibility to return the unused portion that has been issued on my behalf to the airline so that a refund request can be processed.
10. I understand and accept that it is my personal responsibility to obtain all visas, passports and required documents in order to enter all of the countries stated on my itinerary. Passports must be valid for at least six months at the end of the tour. If I am not a citizen of the United States, I will contact the embassy or consulate of my destination countries for specific entry requirements, including re-entry requirements to the United States. ETS shall not be liable for any failure or inability to obtain such documents. Inability to obtain these documents will not entitle me to a refund or the initial non-refundable deposit.
11. All fees are based on rates currently quoted by airlines, hotels, restaurants, guides, and bus companies and the rate of currency exchange in effect at the time of securing space. The final payment could change as the strength of the U.S. Dollar changes or if there should be an increase in prices from the time of the first quote. Air, land, and hotel prices can be guaranteed only after full payment is received. ETS tries to alert you to any price changes that might occur.
12. ETS shall have the sole right, at any time in its discretion and without liability or cost to ETS, to cancel any tour at any time in the event of any tour being rendered impossible or inadvisable by weather, strikes, war, terrorism, acts of God, political events, governmental interference or any cause whatsoever that is beyond ETS' control. In such an event ETS will endeavor to obtain as much of a refund as possible for the participant from other parties (e.g. transportation companies, tour operators, etc.), but will not be liable for same.
13. In the event I cancel my participation in the trip, I accept the terms of the refund policy as outlined in the Tour Participant Contract.

08/30/08

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