Terms & Conditions

These are the terms under which we offer France with Friends workshops. By registering and paying your deposit for 10 day stay and workshop, you are entering into this Participant Agreement with us. Please read these terms carefully before making a deposit or payment for a workshop. These terms may be supplemented by additional terms and conditions specific to your workshop ("Supplemental Terms"). In the event of a conflict between this agreement and the supplemental terms, the Supplemental Terms will apply.

France with Friends Participant Agreement

France with Friends and Amelie de Gaulle act only as the trip organizer and are not responsible for the acts or omissions of other parties. The trip lodging described on the France with Friends website or in your brochure is provided by an independent bed and breakfast named Chez Jules et Leonie. France with Friends and the Bed and Breakfast are collectively referred to as "we or "us". The terms and conditions of this Participant Agreement apply to your 10-day workshop schedule as described on the Website.

Pricing and Inclusions: Quoted workshop prices are per person, double occupancy except where indicated. Prices include lodging for 10 days/9 nights, meals as described on schedule, local transportation, workshops material, sightseeing and museum charges, programming, professional instructors fees, planning, handling and operational charges and are based on current rates of exchange, tariffs and taxes in effect at the time of publication. We reserve the right to increase workshop prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. We will not give a breakdown in the price of a workshop or its parts. Modification of workshop content size will not affect the published price. Any companion participant not enrolled in the 5-day workshop activities will be charged the same price but alternative itinerary and activities for a similar cost will be suggested.

Exclusions: Quoted France with Friends prices exclude: trip insurance; health insurance; international airfare, including airfare and other transportation to and from the workshops (unless otherwise noted); costs associated with obtaining passports or entry visas; airport departure taxes; excess baggage charges; gratuities to workshop instructors and assistants, drivers and guides; additional meals and wine other than those specified in the schedule; sightseeing not included in the schedule; and personal expenses such as additional meal and liquor orders, laundry, communication charges and optional activities (which are subject to availability).

Reservations and Payments: The France with Friends deposit amount is listed on the Website. The deposit is required in order to confirm your booking. Upon receipt of the deposit, the Operator will send you confirmation of your booking. Your final payment date will be listed on the confirmation. If a Workshop is already full, we will accept deposits on a standby basis. If space becomes available, you will have the choice of joining the Workshop by paying in full or forfeiting the space in return for a refund of your deposit. Final payment is due sixty (60) days prior to

departure unless otherwise indicated. If your reservation is made within sixty (60) days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

Travel Insurance: We strongly recommend that you purchase trip cancellation and medical insurance. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.

Single Travelers: Workshop prices are based on double occupancy. Single travelers will be expected to pay the single supplement fee.

Cancellation by You: We must receive your cancellation notice in writing by email, fax or overnight courier, and your cancellation date will be the date on which we receive your notice.

- If we receive your cancellation notice sixty-one (61) days or more from the Workshop departure date, we will refund fifty percent (50%) of the deposit amount, and all of the Workshop price, to the extent that you have made that payment.
- If we receive your cancellation notice sixty (60) to forty-five (45) days prior to the departure date, we will retain twenty percent (20%) of the Workshop price based on double occupancy, excluding optional payments.
- If we receive your cancellation notice forty-five (45) to thirty-one (31) days prior to the departure date, we will retain fifty percent (50%) of the Workshop price based on double occupancy.
- If we receive your cancellation notice thirty (30) days or fewer prior to the departure date, we will retain one hundred percent (100%) of the Workshop price.
- Any penalty imposed by an airline or train company, including for service between cities prior to joining our Workshops is your responsibility.

Your decision not to participate to a Workshop due to State Department warnings, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Workshop start date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Workshop, but you may join the Workshop late if you wish.

Passports and Visas: You are solely responsible for complying with passport and visa requirements. For U.S. travelers, international travel requires a passport valid six (6) months beyond your intended return travel date. It is recommended that you check with the U.S. Department of State <u>website</u> for the latest passport and visa requirements.

Cancellation or Substitution by Us: We will make commercially reasonable efforts to keep the Workshop schedule as it has been published; however, the final schedule may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as goods of similar quality for any service or good stated in the schedule. If a France with Friends

speaker cancels, the Operator will make every effort to find a replacement. You will not be refunded in whole or in part when the Operator is unable to find a replacement Speaker.

We reserve the right to cancel any Workshop because of inadequate enrollment that makes the trip economically infeasible to operate or because of our concerns with respect to the safety, health or welfare of our travelers or staff. If we cancel a Tour, our liability is limited to a full refund of your payments to us and we will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Workshop in progress must be interrupted or canceled, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Workshop.

Baggage: We assume no liability for loss or damage to baggage in transit to and from the Workshop or while on a workshop stay. We recommend purchasing a supplemental travel insurance package.

Children: Unless otherwise indicated in the Workshops description, all France with Friends participants must be at least ten (10) years of age. However, some activities contained within an Workshop may have a different age restriction than the overall minimum age requirement, in which case details will be provided at the time of booking. We reserve the right to marginally exceed the published maximum group size on family Workshops to accommodate a family.

Suppliers Acts or Omissions: France with Friends and Amelie de Gaulle act only as independent contractor to supply or arrange for the 10-day stay and Workshop activities described in your schedule or otherwise to procure services or goods from third parties such as lodging, local hosts, guides, instructors, bus or train lines, car rental companies, driving services, restaurants and providers of entertainment. France with Friends and Amelie de Gaulle assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers. By agreeing to these terms and condition, you agree that you will not hold France with Friends or Amelie de Gaulle responsible for any third party complaint that might occur and that you will not damage the reputation of the company France with Friends, Amelie de Gaulle personally and any employee part of the France with Friends team.

Conduct During the Tour: You are responsible for respecting the authority and following the directions of France with Friend guide and the laws of the countries in your schedule during a Workshop. We may exclude you from participating in all or any part of the Workshop stay if, in our sole discretion, your condition or behavior renders you unfit for the 10-day stay and Workshop or unfit for continuation once the Workshop has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Workshop services or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the 10-day stay and Workshop. Should you decide for any reason not to participate in certain parts of the 10-day stay and Workshop or use certain goods included in the Workshop, no refunds will be made for those unused parts of the Workshop or goods. You agree to indemnify and hold us harmless from and against any

costs, damages, losses or liabilities arising out of (a) the actions or omissions of any minors traveling with you and (b) if you checked the box indicating that you are signing on behalf of yourself and your traveling companions, your companions' claims that you were not authorized to agree to this Participant Agreement on their behalf.

Limitation of Liability and Damages: In no event will we be liable for any injury, loss, claim, damage or any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, that arise out of or are in any way connected with the France with Friend 10 -day stay and Workshop, even if advised of the possibility of such damages.

Travel Advisories and Warnings: It is your responsibility to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at <u>travel.state.gov</u> or by phone at 888 407 4747.

Force Majeure: We assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the 10-day stay and Workshop, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which you may travel. You understand that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov, and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

Assumption of Risks and Release: If you participate in activities during your Tour, certain risks and dangers may arise, including, but not limited to, the risk of accidents in remote places without access to medical facilities, transportation or means of rapid evacuation and assistance; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, war, extortion, kidnapping and terrorist activities; dangers and risks inherent in activities in underdeveloped countries; and dangers of local law enforcement activity. You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release, discharge and hold us and our agents, employees, officers and directors, harmless against any and all liability, actions, causes of actions, suits, claims and demands of any and every kind and nature whatsoever which you now have or which may hereafter arise out of or in connection with your Tour or participation in any activities in which you participate.

General: You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original. If there are any conflicts between this Participant

Agreement and the Workshop schedule, this Participant Agreement shall apply. We reserve the right to decline to do business with anyone on a nondiscriminatory basis.

Active Elements, Medical Conditions and Special Assistance: Some of our Workshops incorporate active elements such as hiking, cycling or canoeing; you are responsible for familiarizing yourself with the level of activity that will be involved in your Workshop. You must disclose in your Participant Information Form (or at such later time when you become aware of such a condition) any existing physical or mental illness, allergy, disability, pregnancy or any other condition which may create a health hazard for yourself or others during the Workshop or for which you may require medical attention or special accommodation during the 10-day stay and Workshop. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking for a determination of what assistance we can reasonably provide. We regret that we cannot accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In no instance will our Suppliers or we physically lift or assist you on to or off any vehicles. If we cannot accommodate your special needs, you must be accompanied by a companion who will be responsible for independently providing the needed assistance. However, our lodging accommodation is handicap accessible and one bedroom/bath is specially equipped.

We reserve the right to decline acceptance of anyone we consider unsuitable due to fitness level. We also reserve the right to remove you from 10-day stay and Workshop at your own expense, if your condition is such that it could create a hazard to you or others, or otherwise impact the enjoyment of other passengers.

A LARGE PRINT COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST.