

# *Académie des Arts de Vivre*



## ***TERMS AND CONDITIONS*** *for* ***INDIVIDUAL TRAVELERS (FITS)***

### **1. CONTRACTING PARTIES**

These Terms and Conditions are legally binding between the traveler(s) and the Académie des Arts de Vivre, herein after referred to as AAV.

### **2. ACCEPTANCE OF THESE TERMS**

PLEASE NOTE: Acceptance of a quotation from AAV constitutes acceptance of these Terms and Conditions which take effect immediately.

### **3. ACCOMODATION**

All accommodations, room type(s) and specifications are as shown in the Itinerary.

### **4. MEALS**

Meals are as shown in the Itinerary.

### **5. TRANSFERS**

Transfers are provided on arrival and departure from airport to hotel and return only when specified in the Itinerary.

### **6. ITINERARY**

Accommodation and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond AAV's control. Every effort will be made to operate tours as planned, but alterations may occur after the final Itinerary has been issued. AAV also reserves the right to withdraw a tour or any part of it, to make such alterations of the Itinerary or the tour's inclusions as it deems necessary or desirable, and to pass on to tour members any expenditures or losses caused by delays or events beyond its control.

### **7. SPECIAL REQUESTS**

Specific requests should be advised at the time of booking. Please note that every effort will be made to secure special requests. However, they cannot be guaranteed.

### **8. TRANSPORTATION**

Transportation will be as specified in the Itinerary.

## **9. BAGGAGE**

AAV provides handling of baggage only as specified in the quotation. Baggage and personal effects are at the owner's risk throughout the tour, and AAV assumes no liability for lost or damaged baggage. Baggage insurance is strongly advised.

## **10. TAXES AND GRATUITIES**

Hotel taxes as imposed by city and state governments are included. Gratuities for guides, drivers, porters, camp staff, ship crew and Tour Managers are not included and are at the discretion of the traveler.

## **11. PRICES AND ARRANGEMENTS**

The tour price includes planning, handling and operational charges and is quoted in Euros.

## **12. EXCLUSIONS**

The cost of obtaining passports, visas, excess baggage charges, items of a personal nature such as drinks, laundry, telephone calls and fax charges are not included in the tour price.

## **13. PHOTOGRAPHY**

AAV reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. By booking a program with AAV, travelers agree to allow their images to be used in such photographs. Travelers who prefer that their images not be used are asked to identify themselves to AAV prior to final payment, and they will be exempted from this photography waiver clause.

## **14. REGISTRATION**

A deposit of 30% of the trip is required at the time of booking. The balance of the trip cost is payable 60 days prior to departure. If the booking is made within 60 days of departure, the trip must be paid in full.

## **15. PAYMENT METHOD**

Payments may be made by the following methods :

- Credit Card - Visa or MasterCard
- Bank Wire Transfer.

AAV cannot guarantee that all payment methods will be accepted and will therefore advise of the most suitable payment method at the time of deposit.

**15.1** For payment by credit card, AAV reserves the right to charge a levy of up to 3%.

**15.2** For payment by bank transfer, please confirm with AAV by email the date on which the payment was made.

**15.3** Travelers are liable for all bank and related transaction charges.

## **16. CANCELLATION**

All cancellations must be received in writing.

**16.1** Cancellations received between the date of booking and 60 days prior to departure will be refunded 50% of their deposit. Cancellations received 60 days or less prior to departure will be subject to a forfeiture of the total trip cost.

**16.2** Cancellation of airline tickets will be subject to the refund policy of each individual airline and may be greater than the percentages of the above, particularly when low cost/net based fares are used.

**16.3** The purchase of special events tickets is subject to the refund policy of each individual event.

**16.4** AAV reserves the right to charge for financial penalties, fees and losses incurred as a result of cancellation.

## **17. CLAIMS AND REFUNDS**

Refunds are not made for any missed services. Please see our LIMITS ON ACADEMIE DES ARTS DE VIVRE RESPONSIBILITY clause below.

## **18. LIMITS ON ACADEMIE DES ARTS DE VIVRE RESPONSIBILITY**

The Académie des Arts de Vivre, its employees, shareholders, officers, directors, successors, agents and assigns (collectively AAV) does not own or operate any entity which provides goods or services of your trip. It purchases transportation (by aircraft, bus, train, ship, or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, AAV is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, AAV is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection to the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transport mechanism to arrive or depart on time.

**18.1** In the event of a cancellation or material alteration to the trip as a result of the circumstances as described in this clause AAV may in their sole and absolute discretion:

- a) offer the traveler(s) alternative travel arrangements or products of comparable standard as may be appropriate in the circumstances; or
- b) if alternative travel arrangements or products are not offered by AAV, AAV will make a prompt proportional refund of monies paid by the traveler.

**18.2** AAV may charge a reasonable fee to cover the administration costs associated with providing alternative travel arrangements or products.

**18.3** If a material alteration becomes necessary within 60 days of the departure date for any reason other than the circumstances described in this clause, AAV will endeavor to offer comparable products or a full refund of all monies paid by the traveler(s).

## **19. HEALTH PRECAUTIONS**

Please ensure that you consult your personal physician about anti-malaria precautions and other vaccinations before travel. Where applicable, please ensure that whilst traveling you carry a valid Yellow Fever certificate.

## **20. TRAVEL ADVISORIES/WARNINGS**

It is the responsibility of travelers to become informed about the most current travel warning by referring to their respective government agencies. In the event of an active State Department or government agency Travel Warning against travel to specific destination location(s) or the trip, should the traveler still choose to travel; notwithstanding any travel advisory or warning, the traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

## **21. TRAVELERS' REPRESENTATIONS**

Traveler(s) represent(s) that neither he nor anyone traveling with him has any physical condition or disability that could create a hazard to him or other members of the tour. AAV reserves the right to remove from the trip, at the sole expense of the traveler, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

## **22. AIR TRANSPORTATION**

Airlines concerned are not to be held responsible for any act, omission or event occurring while passengers are not on board their aircraft. International air carriers are also subject to international air conventions limiting their liability. These limitations of liability are explained on the e-ticket or on the reverse of the airline ticket and when issued, this constitutes the sole contract between the respective air carrier(s) and their passengers.

## **23. PASSPORT AND VISAS**

Please note that passport holders are responsible for obtaining the required documentation applicable for entry. Passports must be valid for six (6) months before departure and should also have sufficient blank pages for visas and immigration stamps. AAV cannot be held responsible should you be denied entry to a country due to non-compliance with these requirements.

## **24. TRAVEL INSURANCE**

AAV strongly recommends all clients take out comprehensive travel insurance prior to the date of travel. This insurance should cover cancellation and curtailment, all medical expenses, including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. AAV cannot be held responsible for any costs arising from such loss or injury.

## **25. ARBITRATION AGREEMENT**

Any claim arising out of or relating to these Terms and Conditions, to the limits on AAV's Responsibility clause, to the brochure, to any information relating in any way to the trip, to the trip itself or to any products or services related to the trip, shall be settled in the first instance by binding arbitration in the applicable legal forum as detailed in clause 16 of the Terms and Conditions. In lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means. Arbitration is

the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

## **26. APPLICABLE LAW AND FORUM**

This agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of France. It is agreed between AAV and the traveler(s) that all lawsuits against AAV arising under, in connection with, or incidental to the tour shall be filed, if at all, in the courts of France to the exclusion of the courts of or in any other country or jurisdiction.

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