

A Scenic Road, Inc.

Terms & Conditions

www.aScenicRoad.com info@aScenicRoad.com

P.O. Box 625, Winnetka, IL 60093 ◆ 888-330-TRIP

<u>Each adult traveler</u>, on their own behalf and on behalf of any children traveling with the group for whom they have legal responsibility during the trip, is required to read this *Terms & Conditions* document, and sign and return the last page, in order to participate in a trip organized by *A Scenic Road, Inc.*, an Illinois corporation.

The last page of this form should be **faxed** to: 877-455-4321 OR **mailed** to:

A Scenic Road, Inc., P.O. Box 625, Winnetka, IL 60093 - USA

Terms & Conditions

The terms "A Scenic Road", "The Company", "us", "we", and "our" refer to the company "A Scenic Road, Inc.", a tour operator registered in the state of Illinois, which sells trips described on The Company's website: www.aScenicRoad.com. All trips are offered subject to our standard terms and conditions, outlined here. Each client is required to read, understand and accept the terms and conditions prior to completing their trip reservation. These terms and conditions should draw your attention to the fact that our obligations to you are limited.

Please note that **travel to and from any of our destination countries is excluded** from these trips and that each client is expected to get to their meeting point on their own, as described in the final itinerary sent to clients by *A Scenic Road, Inc.*

Due to the international aspect of the trips, it is recommended that clients sign up as early as possible.

Trip Request & Planning Fee

An initial discussion will take place between the client and The Company to determine the client's requirements and interests. The Company will then suggest a possible itinerary. If the client is interested in pursuing the discussion, a **non-refundable \$500 USD Trip Planning Fee** is to be paid to *A Scenic Road, Inc.* Once this fee has been received, The Company will work with the client to finalize the trip itinerary, and will submit it to the client for approval. This fee is applicable towards the traveler's trip cost.

Reservation Policy

After the trip itinerary is approved by the client, and in order to confirm the trip reservation, each client must pay the appropriate deposit to The Company and fill out, sign, and return specific documents from the *Welcome Package* sent to the client.

- If the trip reservation is confirmed more than 90 days from the trip departure date, each client must pay a 50% deposit of the trip price.
- If the trip reservation is confirmed within 90 days of the trip departure date, payment of the trip's full price is required.

All trip prices are current at the time of publication and all payments must be made to The Company in U.S. Dollars (USD). The Cancellation Policy below applies to all payments received.

The documents to be completed by each client must be sent via fax, email or standard mail to The Company within 14 days of the date and time stamp of the *Welcome Package* sent to the client.

Balance Due

The balance of the trip price is due to The Company 60 days prior to the trip departure date. The balance will be charged to the client's credit card on record, unless other payment arrangements have been made.

Please note that if the trip cost fluctuates by more than 10% due to currency exchange rates before the balance is due, a price adjustment will be applied.

Cancellation Policy

If a client must cancel their trip reservation, the cancellation policy outlined below will be applied. Exceptions to our cancellation policy cannot be made for any reason, including weather, terrorism, civil unrest or personal emergencies.

Furthermore, there is no refund or discount for arriving late or leaving a trip early, or for not participating in any scheduled activity.

Days Prior To Departure	Cancellation Fee 50% of trip deposit	
91+		
61-90	100% of trip deposit	
0-60	100% of trip price (no refund)	

Travel Insurance

Since A Scenic Road, Inc. strictly adheres to its cancellation policy, we strongly recommend you purchase travel insurance at the time you make a deposit, to protect yourself from unexpected circumstances that may cause you or us to cancel your trip.

If you are a citizen or legal resident of the USA or Canada, we suggest you sign up for the **TravelSafe** plan offered on our web site's **Trip Planning** page. It covers: Trip cancellation & interruption; Trip delay & missed connection; Medical expenses & repatriation; Accidental death & dismemberment; Baggage loss & delay; and 24-hour assistance hotline. If you do not purchase travel insurance, we ask that you sign a waiver. Additional information is provided in the *Welcome Package*.

Cancellation by A Scenic Road, Inc.

The Company reserves the right to cancel any trip at any time for any reason determined in our sole discretion, including if there are too few participants, or if the quality of the trip or the safety of travelers is deemed by The Company to be compromised. In such a case, refund of payments received for trip reservations shall constitute full and final settlement and release of all claims against us. In the event of cancellation, The Company is not responsible for any loss incurred on account of non-refundable or non-transferable air tickets or other unrecoverable travel related costs.

Inclusions – Included in your trip price, unless otherwise noted in your detailed itinerary: airport and hotel pickups and drop offs; local transportation; hotel accommodations; meals and drinks; all scheduled activities.

Exclusions – Excluded from your trip price, unless otherwise noted in your detailed itinerary: travel to and from the destination country; modifications to the agreed upon reservations for lodging, menus for meals, or activities; gratuities to local service providers; wine purchased for local consumption or shipping to your home; any insurance purchased for the trip; all personal expenses; any other expenses or services not specifically mentioned as being included in the price of your trip.

General Policy

Ideally, trips are planned to run with up to 8 travelers. If single travelers wish to ensure they have private rooms during a trip, a single supplement charge will be added to the published trip price. This supplement will be communicated at reservation time.

Please note that international travel requires each client to hold a valid passport for typically longer than the entire duration of the trip (check your country's regulations).

The Company makes every effort to organize safe and suitable excursions and to select reliable vendors and contractors locally to provide the included travel services, but we do not assume responsibility, directly or indirectly, for any loss, damage, or injury to person or property in connection with such services or the cancellation of such services.

In case of force majeure or the failure of third party vendors (such as hotels or transportation companies) to honor their contractual obligations, the trip will be canceled and client money received to date will be refunded (except the trip planning fee). This will constitute full settlement and release of all claims against us. The Company is not responsible for any expenses incurred by each client in preparation for any canceled trips, such as airline tickets, or for any costs incurred by each client due to travel delays, flight cancellations or illness.

Any claims must be submitted <u>via email only</u> at info@aScenicRoad.com within one week after the trip is completed. No claims will be accepted past this date.

Health

By sending a deposit toward your trip purchase and returning your signed trip documents, you certify that you do not have any physical condition or disability that would create a hazard for you or other travelers during the trip. In other words, you certify that you are healthy and fit for any activities scheduled on the trip and in which you plan to participate. Furthermore, **it is required** that you have the proper personal and health insurance to cover your and your dependents' needs while traveling on this trip, in case of any loss of property, illness, injury, or death. Proof of this coverage is required and a copy needs to be submitted to The Company when signing up for a trip.

Photos & Videos

As part of any trip organized by *A Scenic Road*, photos and videos of participating travelers may be taken or recorded. When signing up for a trip with us, you agree that these may be used for marketing purposes and published in printed or electronic media or communications. You authorize *A Scenic Road* to use these photos and videos without any compensation to you and understand that they are the sole property of *A Scenic Road*. If you prefer that your images not be used, let us know prior to the trip start date.

Participants

If any of the participating travelers will be under the age of 18 years at any time during the trip, the accompanying parents or legal guardians of these children agree to assume full responsibility for any loss, damage or injury that may occur to these young travelers while engaged in any of the scheduled activities during the trip. Furthermore, the accompanying parents or legal guardians will sign on their own behalf, and on behalf of the children travelers, all required documents, and will also provide the names, ages, and relations to the adult travelers.

Parents or legal guardians of the children participating in the trip acknowledge they have the sole responsibility to determine if the children they are legally responsible for are capable of participating in any scheduled activities or if they should refrain from participating in these activities.

Other

As a participant in a trip organized by *A Scenic Road, Inc.*, you acknowledge that accommodations, services, and general practices may differ from your own country. In addition, it is the responsibility of each traveler to ensure they carry valid travel documents for the countries they are visiting. The Company will not be held liable whatsoever for any expenses related to travel document issues.

Although The Company strives to utilize external service providers with the highest level of quality, we cannot guarantee the services provided by third party vendors. In addition, any expenses incurred by the client beyond the packaged cost invoiced to the client, are the sole responsibility of the client.

Our trips include visits to high quality sites. These visits are scheduled by special appointment and occasionally, some sites mentioned in our itineraries may not be available on some trip dates and could be replaced with other similar sites. After reserving a trip with The Company, we will contact the selected sites to book them. If there are specific sites you would like to visit, please let us know during the trip itinerary discussions so we can arrange these in priority.

Required Documentation

A Scenic Road, Inc. is unable to allow travelers to participate in a trip if any of the required forms and documents are not duly **signed**, **dated and faxed**, **emailed or mailed** to The Company within 14 days of the date and time stamp of the *Welcome Package* sent to the client.

The forms and documentation required from each adult client are:

- Traveler Registration (all pages)
- Release of Liability & Assumptions of Risk (all pages)
- Terms & Conditions (last page)
- Proof of the client's health insurance coverage for the trip duration, such as a copy
 of your current medical card or registration document

Please read, sign and return the following page to The Company. Thank you.



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Acceptance of Terms & Conditions		
I, I have read, understand and accept the Scenic Road, Inc., an Illinois corporation these Terms & Conditions and that I may Terms & Conditions document has not	Terms & Conditions as I understand that all trips be denied the ability to g	s provided to me by A are offered subject to
I agree to the above statement on my behave participating in the trip, on behalf of responsibility, by signing and dating this of	the children listed below	•
Child Full Name (if any)	Age	Relationship
Adult Client Signature:		
Date: / / (MM	/ DD / YYYY)	

Please, one document per adult traveler. Keep a copy for yourself.