

The English-Speaking Union USA
Tour Agreement
ESU 2024 National Patron Tour
Veneto, Italy, September 21-27, 2024

TERMS AND CONDITIONS

The following contains the Terms and Conditions each participant agrees to when booking a tour with The English-Speaking Union of the United States (“ESU”) and its tour operator A Private View of Italy (“APVOI”). This Agreement, along with the Participant Information and any other documentation the ESU and/or APVOI provide (the “Agreement”) describe what each participant is entitled to expect from ESU and APVOI when they book a tour through the ESU and APVOI, in addition to important obligations the participant assumes that affect their legal rights.

Acceptance of these Terms and Conditions

By registering for a tour with the ESU and APVOI, each participant is agreeing to be bound by the terms of the Agreement. It is the responsibility of each participant to read the Agreement in its entirety.

Participant acknowledges and agrees that the ESU and APVOI may change these Terms and Conditions if circumstances arise. If the ESU and/or APVOI make material changes, ESU will provide notice to each participant. Continuing to use ESU’s services after notice of material changes constitutes each participant’s acceptance and agreement to be bound by such changes. Each participant agrees to be bound by the Agreement that is in effect at the time of travel.

Each participant represents and warrants the information supplied by each participant is true and correct. Each participant agrees that any violation of any such terms and conditions may result in (a) the cancellation of that participant’s reservation, (b) each participant’s forfeiture of any monies paid for his/her reservation, and (c) each participant being denied access to the applicable travel-related product or service.

Tour Cost

\$13,900 per person, based on double occupancy before any accommodations upgrade*
\$820 single supplement

*The price includes accommodations in a Classic room in Due Torri Hotel and Deluxe room in Villa Michelangelo. There are 5 (five) available Classic rooms at Due Torri Hotel. When the Classic rooms are no longer available the travelers should book a Deluxe Room (7 available) or a Grand Deluxe Room (3 available) paying the upgrade of \$430 and \$790 respectively. There are 12 (twelve) Deluxe rooms available. When they get booked, the travelers will be placed in a suite with additional \$385 upgrade.

Registrations and Payment Schedule

- Deposit of \$2,500 per person, double; \$3,000 per person, single **
- Balance is due on or before April 24th, 2024

***** Please note: Registration cannot be accepted until you have confirmed that you have read, understand, and agree to the Terms and Conditions by signing and dating the Registration Form and returning to ESU with your deposit.***

Deposit: A deposit is required to reserve space on the tour, of which \$500 is nonrefundable as a registration and planning fee unless the tour is cancelled due to low enrollment. Deposits are payable by Visa, MasterCard, or American Express, ACH, Zelle or check payable to The English-Speaking Union of the United States. Payment by credit card will incur a credit card convenience fee of 3.9%.

Balance: Final payment will be invoiced by and is due to the ESU on or before April 24, 2024, and must be paid to the ESU by any of the above-mentioned means. Payment by credit card will incur a credit card convenience fee of 3.9%. Final payments received after April 24, 2024 may be assessed a 3% late fee. A \$50 fee will be charged to participants if checks are returned due to insufficient funds or if the credit card is declined. The ESU will not accept responsibility for wire transfer and/or overnight mail charges in the collection of tour payments or overdue fees.

Each participant’s authorization, for the ESU to charge a credit card for a tour payment is a binding agreement and each participant waives any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agrees to refund policies and procedures as outlined in this Agreement.

This Participant Tour Agreement must be signed and returned to the ESU before each participant’s registration is considered complete and any arrangements can be confirmed. If the ESU does not receive the signed Participant Tour Agreement within 10 days of the registration confirmation date (as indicated on the welcome letter sent by email from ESU USA), each participant’s space is subject to cancellation.

Registrations are accepted after April 24, 2024, on a space-available basis with payment in full and a completed and signed Participant Tour Agreement at time of registration.

Minimum Number of Participants

This tour is based on a minimum of 15 paying participants. If fewer than the minimum number of required registrations are received, the tour may be cancelled or participants will be advised of alterations to the tour as soon as possible. If the tour is cancelled by the ESU due to low enrollment, paying participants will receive a full refund of all tour payments.

Tour Inclusions

Hotel accommodation for six nights (including breakfast). Three nights at Hotel Due Torri in Verona. In the price are included only Classic rooms (5 available). When the Classic rooms are no longer available the travelers should book a Deluxe Room (7 available) or a Grand Deluxe Room (3 available) paying the upgrade. Three nights at Hotel Villa Michelangelo in Vicenza. In the price are included only Deluxe Room (12 available). When Deluxe rooms are no longer available the traveler should book a Suite (3 available) with upgrade to be paid by the traveler. Lunch and dinner as mentioned in the itinerary including wine. All transportation by minibus according to the itinerary. All visits and private visits. The presence of one art historian of *A Private View of Italy*. Three lectures by Dr. Catherine Loomis or another Shakespeare expert. Gratuities at included meals and for the guides; service charges and taxes. Complete pre-departure documentation and materials including reading list, travel tips and destination information. Leather bound booklet with the detailed itinerary for each participant.

Tour Exclusions

Airfare, taxes and fuel charges; airport portorage; individual transfers to and from the airport; fees relating to applying for or renewing your passport; meals and beverages other than those specified in the itinerary; drinks before, during (other than wine) and after meals; extra nights’ accommodation. Also excluded: gratuities for hotel housekeeping; personal items such as telephone calls, room service, valet service, a la carte orders, specialty wines and liquors, laundry charges; travel extensions; tour deviations; entry or departure fees levied by local governments. Personal insurance for health, baggage, and tour cancellation or interruption; any other items not specifically included in the itinerary.

Cancellation Policy

Notification of cancellation must be made in writing by mail or email to the ESU and is effective only upon acknowledged receipt by the ESU. Cancellation fees are calculated as of the day that notification is received in writing by the ESU.

There is a non-refundable registration and planning fee of \$500 per person regardless of cancellation date. Planning travel takes extensive training, knowledge, expertise, time, and research. Additionally, many suppliers require payment well in advance of a tour’s departure date and do not offer refunds.

When a participant cancels, the following schedule of per person charges is incurred:

Written Notice of Cancellation received by ESU:	Refund / Cancellation Fees (Per Person):
On or before March 9, 2024	Refund all monies minus \$500 per person registration and planning fee
Between March 10 and April 23rd, 2024	Refund all monies paid minus: \$1,500 per person (includes registration and planning fee)
On or after April 23, 2024	No refund

Travel insurance is the best way to protect your tour investment. Information will be sent to you upon receipt of your Personal Tour Agreement.

All amounts quoted with respect to charges for the tour and travel services are based upon rates in effect at the time the tour was first promoted. At the time of final payment, the ESU reserves the right to add any increased amounts arising from changes in taxes and from changes instituted by suppliers or caused by market conditions. Please note that adjustments cannot be made for unused transfers, sightseeing trips, or meals.

Cancellation Due to Force Majeure Event

The ESU and its tour operator APVOI cannot accept liability where the performance or prompt performance of its contractual obligations is prevented or affected, or participant otherwise suffers any loss, injury, death, inconvenience, or damage as a result of circumstances amounting to “force majeure.” Force Majeure means an event or circumstances which the ESU or APVOI or the supplier in question of the services in question could not foresee or avoid. Such events and circumstances may include, but are not limited to, acts of God, natural disasters, fires, explosions, wars, terrorist attacks, government actions, epidemics, pandemics, and any other events that are unforeseeable and unavoidable.

The ESU reserves the right to alter or cancel the tour or any part of it if such alteration or cancellation is, in ESU’s sole discretion, advisable to protect participant’s safety and/or well-being in cases such as those listed in the preceding paragraph. The ESU does not accept responsibility for participant’s financial loss arising from such an alteration or cancellation. Payment of any refund by the ESU to participant in such cases shall remain in ESU’s sole and absolute discretion. The ESU will make its best effort to recover payments paid to suppliers and shall reimburse participant where possible. The ESU shall be entitled to deduct from any refund the reasonable actual and potential costs to the ESU, including unrecoverable payments made to suppliers, ESU’s non-refundable registration and planning fee, and additional expenses incurred in the management and cancellation of the tour. In no event shall The ESU and APVOI’s liability exceed the amount received by The ESU from the participant. If the participant must spend any additional days or nights in the destination(s), participant will be responsible for any additional expenses incurred, including his/her own hotel, transfers, and meal costs.

Changes in Tour

The ESU and APVOI will make every effort to operate the tour as disclosed in the brochure and itinerary, but circumstances may arise which require modification of the itinerary, substitution of hotels and other suppliers, changes in inclusions, or changes in staff accompanying the tour. The ESU and APVOI reserve the right to make modifications and substitute alternate suppliers if deemed necessary by the ESU and APVOI. The ESU and APVOI cannot be held responsible for any closure, necessary itinerary change, or curtailment for any reason. These changes will not be considered material changes and the Cancellation Policy outlined above will still apply to a tour that has been modified. Although the ESU and APVOI endeavor to avoid levying surcharges (such as to cover major swings in currency exchange rates or a raise in city taxes on hotels), the ESU reserves the right to do so when necessary.

Health

Participant needs to be in good physical and mental health to participate in this tour. This itinerary may involve extensive walking over uneven surfaces, standing for long periods of time, climbing stairs, embarking and disembarking from various types of transports, and visiting sites that are not ADA compliant.

Participants are responsible for their own health, mobility, and personal care for the duration of the tour. If participant requires special assistance, participant must be accompanied on the tour by a companion who will provide such assistance. A companion with a wheel chair can be provided by the ESU and APVOI for a total fee of \$1,740, upon request. If the tour is being escorted by a tour manager, that person cannot provide disproportionate attention to an individual participant. Any condition that requires assistance or special medical attention or devices must be reported to ESU in the Participant Information section above.

The ESU strongly recommends that the participant obtain medical advice from a personal physician, health care provider, or specialist travel clinic prior to departure as to the likelihood of experiencing any problems with the physical demands of the tour and any necessary health precautions participant should take prior to departure. The ESU recommends obtaining such medical advice at least six weeks prior to departure.

The ESU also strongly recommends obtaining travel medical insurance that will protect the participant in the event of an illness or injury when traveling outside the U.S.

Participant must advise the ESU via the Participant Information section above of any special dietary restrictions or requests (e.g. vegetarianism or allergies). The ESU will accommodate such requests, if possible.

Condition of Booking

The ESU and APVOI reserve the right to decline to accept any person on the tour and to remove any participant from the tour at any time if, in the opinion of any ESU or APVOI representative, participant's physical condition or behavior compromises the operation of the tour, detracts from the safety and/or well-being of the other participants and/or tour staff, or renders him/her incapable of caring for him/herself. The ESU will not be financially responsible for any unused portion of the tour or any expenses incurred by a participant precluded from completing the tour for any of the aforementioned reasons. Participant shall comply with the instructions of the escorting tour manager at all times while on tour.

When a participant books a tour with the ESU, participant accepts responsibility for any damage or loss caused by participant. Compensation for any such damage or loss must be paid directly to the accommodation owner or manager or other supplier. Participant must indemnify the ESU for the full amount of any such claim (including legal cost made against ESU).

Travel and Health Documents

It is a participant's sole responsibility to secure and/or pay for any and all passports, visa, travel permits, reciprocity fees, affidavits, proof of vaccination, health certificates, health screenings, inoculations, or other documentation that is required to be permitted entry to each destination. Any failure of a participant to have proper visas and/or passport will likely result in the participant not being able to enter or leave a destination. No refund will be available in any such case, and the ESU will have no liability in such case.

Flight Arrangements and Airport Transfers

Each participant is responsible for arranging his/her own transportation to the starting point of the tour and from the ending point of the tour. Participant should not purchase airline tickets until the operation of the tour is confirmed by the ESU. The ESU does not accept liability for any airfare costs or cancellation penalties incurred in association with tickets purchased independently by participant. The ESU is not responsible for damage to or loss of baggage, whether temporary or permanent.

If the participant needs flight arrangements and airport transfers, the ESU will refer them to a travel agent. The travel agent may charge a fee for booking a flight including using credit card reward points or frequent flyer miles.

Additional Tour Arrangements

If the ESU and APVOI suggest optional activities or participant encounters the opportunity to participate in alternate activities that are provided by independent third-party suppliers, participant will be subject to the terms and conditions of the supplier. The supplier may require participant to execute additional documents, waivers, or releases. Participant's only recourse in case of injury, damage or loss will be against the supplier of the optional or alternate activity.

Please note: Registration cannot be accepted until the Terms and Conditions, and Release from Liability statement have been read, and you have indicated that you understand and agree to the Terms and the Release by signing and dating the Registration Form.

**RELEASE FROM LIABILITY, ASSUMPTION OF RISK,
AND BINDING ARBITRATION CLAUSE**

**This Agreement is important. It includes terms and conditions and releases
A Private View of Italy and ESU from liability.
It must be agreed to by all participants.**

The ESU and APVOI, its owners, directors, officers, employees and affiliates (collectively “ESU/APVOI”) do not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors.

APVOI and the ESU are not liable for any negligent or willful act or failure to act of any such person or entity, or that of any other third party. Without limitation, APVOI and the ESU are not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof; overbooking or downgrading of accommodations; structural or other defective conditions in hotels or other lodging facilities; financial failure or other defaults by suppliers; mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort; dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, etc.; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; illness, epidemics or the threat thereof or for any other cause beyond the direct control of APVOI and the ESU. In addition, I release APVOI and the ESU from their own negligence and assume all risk thereof. All such losses or expenses will have to be borne by the passenger, as tour rates provide for arrangements only for the time stated.

APVOI and the ESU may take photographs or video of its trips, and participants grant APVOI and the ESU permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

APVOI and the ESU reserve the right to change hotels or other features of the trip if it believes by doing so it will enhance the safety, comfort or enjoyment of the trip. APVOI and the ESU reserve the right to cancel the tour prior to departure in which event the entire payment to it will be refunded with no further obligation or liability on its part. APVOI and the ESU reserve the right to substitute accommodations, tour features, carriers or qualified tour staff; or to alter the itinerary of the program at any time when deemed appropriate or advisable without penalty or liability. APVOI and the ESU, in their sole discretion, reserve the right to decline to accept or retain any participant whose health or actions, in the sole judgment of APVOI and the ESU impedes the operation of the tour or the welfare or enjoyment of fellow participants.

We strongly recommend that our participants review the destination country’s specific information at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list>, both of which contain important information.

The ESU and APVOI are not responsible or liable for loss, damage or theft of personal baggage and belongings, nor is it liable for personal injury, accident, or illness, however caused. We strongly suggest you purchase trip cancellation insurance to guard against various contingencies.

Participant Acknowledgement / Assumption of Risk

I am aware that travel such as I am undertaking involves activities, some in remote areas, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of the ESU, APVOI or other persons and/or by entities either known or unknown, or of willful or criminal conduct of third parties. I am aware that medical services or facilities may not be readily available or accessible or consistent with standards in the United States during some or all of the time during which I am participating on the trip and that, when available, may not be of the quality which exists in the United States. In order to partake of the enjoyment and excitement of this trip,

I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death.

I acknowledge that I have voluntarily applied to participate on the trip designated on this application and that I have read the description of the trip as it appears in the promotional material relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the risks and hazards involved.

COVID-19 Assumption of Risk

I am aware that while on or traveling to or from my trip, I might be exposed to COVID-19. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless APVOI and ESU from any such developments. In addition, I recognize that the U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same. See

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/>

I also accept the following risks of participating on this trip including, without limitation:

- 1) All other risks associated with coronavirus (COVID-19) including preclusion from public or private buildings, land or areas, inconvenience, limitations and closures, etc.;
- 2) Risk of my travel insurance not covering COVID-19 related claims;
- 3) All risks regarding transportation problems including, without limitation, entry into or exit from any country and/or entry into the United States and/or difficulties with or closure of transportation systems or the unavailability of other features or attractions within the country where my trip takes place;
- 4) The likelihood that at some or all destinations or facilities and/or on cruises, motor coaches or at hotels or restaurants I may be required to undergo a temperature check, wear a mask while in public and observe social distancing requirements and/or produce evidence of a vaccination against COVID-19;
- 5) The potential for being quarantined, even if I am not symptomatic and/or do not have COVID-19 and/or the possible requirement that I have a negative COVID-19 test immediately before or on or after arrival at my destination;
- 6) Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine and evacuation expenses as a result thereof are to be borne by the participant.

Binding Arbitration

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in New York, NY. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Knowing and Voluntary Execution

I have carefully read the Terms and Conditions; and the Release from Liability, Assumption of Risk, and Binding Arbitration Clause, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and ESU and/or its affiliated organizations and agree to it of my own free will.

Please note: Registration cannot be accepted until the Terms and Conditions, and Release from Liability statement have been read, and you have indicated that you understand and agree to the Terms and the Release by signing and dating the Registration Form.