

Escorted Tours Terms and Conditions

PLEASE READ CAREFULLY: The purchase/payment of any travel services offered by Aticus Travel, LLC (hereinafter "Aticus Travel", "we"), constitutes a contractual arrangement between the Traveler ("you", "Traveler") and Aticus Travel, and represents your acceptance of the Aticus Travel Terms & Conditions. You must be at least 18 years of age to make a booking. As the lead traveler, you accept, and confirm you have authority and consent to accept, these Aticus Travel Terms & Conditions for yourself and all members of your traveling party.

Travel Documents: It is the responsibility of each passenger to obtain proper travel documents, such as passport and visa. Each passenger must be in possession of a passport with a validity of at least six (6) months beyond the conclusion of their trip. A visa is not currently required for Western Europe for stays of less than 3 months. At no time will Aticus Travel be responsible in the event you fail to obtain a passport or valid visa and are unable to travel as a result of it.

It is imperative that your airline ticket matches your name as it reads on your passport. Please forward a copy of the photo/informational page of your passport when enrolling on the tour and ensure accuracy of documents upon receipt.

Registration: Space is reserved in the order of receipt of phone or email reservations. To submit a request for a reservation, please contact Aticus Travel by calling 1-801-449-1054 Monday-Friday 9 a.m. to 5 p.m. (Mountain Time) or emailing LetsGo@AticusTravel.com. To complete your request, the initial deposit is necessary. Space is reserved for 48 hours after initial call or email. If a deposit is not received within the 48-hour period, Aticus Travel reserves the right to fill the tour spaces with other travelers. Your booking is not confirmed until your payment is processed by Aticus Travel and you receive a confirmation invoice.

Invoice Accuracy: Please review and verify your booking invoice and contact Aticus Travel, LLC immediately if your invoice appears to be incorrect or incomplete. Aticus Travel, LLC cannot accept responsibility if we are not notified of inaccuracies within 7 days of sending out the invoice. In case of billing error, we reserve the right to re-invoice with correct pricing.

Deposits and Payments: Your initial deposit holds your reservation. The amount of the initial deposit, as well as the payment schedule for subsequent payments, is included in the tour itinerary. The deposit is payable by check to Aticus Travel, by bank-to-bank transfer, or by Venmo. Contact Aticus Travel for information on a Venmo or bank-to-bank transfer. Fees may apply. Deposits are applied to payment of the tour price.

Payment due dates are listed on the tour itinerary and on the individual's invoice. Payment can be made in full prior to scheduled due dates. All payments received will be processed immediately. Late payments incur a late fee of \$25 per payment. If payment is not received by these due dates, your place on the tour may be forfeited and subject to the cancellation policy outlined below. If signing up after any payment due date(s) has passed, sum of all payments due up to registration date is expected upon registration.

Contact for Deposits & Payments

By Mail: Aticus Travel, LLC 2042 West Kimber Lane, Riverton, Utah 84065, USA; Phone: 801-449-1054

E-mail: LetsGo@AticusTravel.com

A Note About Costs: All prices are based on double occupancy. All prices and fares are quoted in U.S. dollars. Tour costs are based upon current airfares, tariffs, currency values, and on the basis of a minimum number of participants. All efforts possible will be made to maintain the listed prices, however, they are subject to change. Due to fluctuations in foreign currency or oil prices, a currency or fuel surcharge may be added to your tour fee (e.g. internal flights, cruises, etc.). These costs may be added at any time prior to departure.

Single Travelers: Tour prices are calculated based on per person double occupancy. If you wish to reserve a single room, a single supplement is required. If you wish, we can let you know if another guest would like a roommate.

Included in the Tour Cost: The listed tour cost includes pre-tour information, such as what to pack and how to exchange currency; Round-trip airfare and departure taxes, economy class and nonrefundable ticket; Expertise of a Tour Director throughout the tour; All accommodations (based on double occupancy); All sightseeing and visits as noted in the tour itinerary, unless otherwise specified; and All on-tour transportation, unless otherwise noted.

Not Included in the Tour Cost: The listed tour cost does not include Travel insurance; Expenses due to flight delays, strikes, inclement weather or other irregularities; Passport fees, visas and visa photos as required; Personal items such as souvenirs, laundry services, beverages, snacks and healthcare/personal needs; Optional excursions as indicated in the tour itinerary; Meals as indicated in the tour itinerary; Checked baggage fees and excess baggage charges; Seat requests and seat upgrades; Single Traveler supplement; Refunds for tour services not utilized; and Other items not specifically mentioned as included.

Cancellations/Refunds: Due to the small-group nature of the tours and narrow profit margins, Aticus Travel maintains a strict cancellation policy. As such, we strongly recommend that all tour participants purchase travel insurance to protect their investment. All cancellations must be in writing. Cancellation fees are based on date of notice to Aticus Travel.

The following per person cancellation fee applies for cancellations made in writing:

- For cancellations within 7 days of booking (if not within 179 days of departure), the full deposit is refunded.
- After 7-day grace period, a \$50 cancellation fee (per person) applies for any cancellation up to 180 days prior to departure;
- Cancellations made 179 to 120 days prior to departure, incur a cancellation fee of 50% of the tour price;
- Cancellations made 119-60 days prior to departure, incur a cancellation fee of 75% of tour price;
- Within 60 days (0-59) prior to departure NO REFUND is possible under any circumstances for cancellations.

Cancellation fees may also apply to any additional services, including air fare, accommodations, activities and optional excursions reserved for prior to, during and after the tour.

No refund will be given for unused portions of the tour, including but not limited to, missed meals, hotel nights, and sightseeing rendered and not used by tour members.

Flight Change/Cancellation Requests: If flight changes, including, but not limited to, flight cancellations or name changes, are requested after flight arrangements have been made by Aticus Travel, revision fees, change fees, or airline cancellation fees will apply. In many instances, airline revision or change fees can be up to \$300, but in some instances may be up to 100% of the ticket price. Cancellation penalties will be quoted at time of change/cancellation.

Cancellation by Tour Operator: Most tours require a minimum number of participants to operate at the advertised price or at all. We will make every reasonable effort not to cancel any departures. If we do find it necessary to cancel a tour (for low enrollment) we will honor a full refund on any monies paid or move your deposit to a new tour at your request. Decisions on cancelling a tour (for low enrollment) will be made at least 3 months prior to departure and will occur prior to purchase of airline tickets. In the event the tour is cancelled, Aticus Travel has no responsibility, beyond full refund of monies paid by the participant to Aticus Travel.

Itinerary or Tour Variations: Aticus Travel constantly strives to improve each itinerary to your benefit. If improvements can be made or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and activities and substitute hotels for operational reasons.

Travel Insurance: Aticus Travel strongly recommends travel insurance to protect you and your trip investment against the unexpected. Travel insurance is not included in tour price but may be purchased independently. By not purchasing travel insurance, you agree to be responsible for all charges and arrangements for cancellation or medical treatment/transport while traveling. Some reputable travel insurance providers include: [Allianz Global Assistance](#), [TravelEx](#) and [Travel Guard](#).

Air Transportation: Price is based on scheduled transportation in Economy class and nonrefundable airfare from the city specified in the itinerary. The tour package price reflects airfare currently in effect & is subject to change until ticketed. If requesting a specific carrier, an additional charge may apply. If using frequent flyer miles, participants must book directly with the carrier. It is recommended that you do not purchase airline tickets until the land portion of your tour is guaranteed to operate.

Aticus Travel, LLC is not responsible for any costs/fees relating to airline delays, rescheduling or cancellation. If you miss your departure flight, it is your responsibility to work with the airline on which you are ticketed to reach your destination. Aticus Travel is not responsible for any additional expenses incurred prior to joining the tour package and will not provide any refund for services or portions of trips missed due to cancelled, rescheduled or delayed flights.

Seat Assignments: Each airline has a different policy regarding seat assignments, and we are bound by their rules. Seat requests and seat upgrades may incur an additional fee not included in the tour price. Specific air seat requests will be forwarded to the airline on your behalf but are subject to final approval/confirmation by the airline. In cases where pre-assigned seats are not available, seats will be assigned at the airport. Also, due to airport schedule and equipment changes confirmed seats may be dropped or changed. These items are out of our control and must be arranged at the airport check in. We recommend arriving at the airport early to ensure the best seat selection.

Luggage: Size and weight limitations for carry-on and checked baggage on international, inter-European flights and domestic flights vary from airline to airline and are subject to change, so please check with the applicable carrier prior to departure. Baggage over these limits may incur additional fees which are not included in the tour price and are payable at the airport to the airline directly. Due to limited vehicle capacity, we allow only 1 carry-on suitcase (combination width, length and height not to exceed 62 inches and weight limit of 50 pounds, unless otherwise specified) and 1 personal item (which will fit under your airline seat) per person, unless otherwise specified. Airport portage is not included as security regulations require that travelers handle and be responsible for their own luggage. No responsibility is accepted for loss of or damage to baggage or any of the traveler's belongings. It is recommended for your own self-interest and protection that you have adequate insurance to cover these eventualities.

Land Transportation: Comfortable, air-conditioned rental vehicles and public transportation will be used during the tours. Tour participants will be given rotating mandatory seat assignments in the rental vehicles. Traveler-requested seat assignment changes are rarely granted

and up to the discretion of the Tour Director. Please keep track of personal belongings as seating rotates. Participants are responsible for keeping their area of the rental vehicles clean and tidy. Any fees incurred by Aticus Travel for damage or cleaning of rental vehicles by the rental company will be passed on to the offending passenger(s).

Smoking/E-cigarettes/Vaping: Smoking, e-cigarettes and vaping are not permitted on airplanes, in rental vehicles and in many hotels. We ask that there be no smoking at meals, or in rooms (approved for smoking) if you have a non-smoking roommate.

Accommodations: Aticus Travel chooses hotels based on a combination of their location, service, atmosphere and price. Tour prices are based on two persons sharing a room with a private bath, unless otherwise specified. Triple rooms may be available on request only and no discount applies. Single rooms may be available but are generally inferior to double rooms in size and location. A single supplement will apply for a single room. If you are traveling alone and wish to share a room, we will do our best to find someone of the same gender to share with you. If a roommate cannot be found, the single supplement will be charged at final payment. If you request a twin-bedded room, every effort will be made to honor this request; however, on some occasions, rooms with one double bed may be the only choice available.

Requests for special room assignments should be submitted in writing with initial payment. Room requests cannot be guaranteed as all rooms are assigned by the hotel. Please be advised that not all hotels in Europe are air-conditioned and most European hotel rooms are smaller than US counterparts. In the event of any unforeseen circumstances, a similar hotel may be substituted. All service charges and taxes at hotels are included, so extra tipping will not be necessary.

Meals: Breakfast, lunch and dinner are as specified in the itinerary. Special requests for meals should be submitted in writing with final payment. Special meal requests cannot be guaranteed.

Pre-Departure: Prior to departure, all Travelers must provide Aticus Travel with emergency contact details, any allergies or health concerns of which we should be aware, and passport information. We will send the final tour documents, including airline itineraries and confirmation numbers, no later than one week before departure. We will make every effort to conduct the tour exactly as it is presented in the tour itinerary. If for any reason we are required to make an alteration, we will notify you as soon as possible and will make a substitution of equivalent or higher standard.

Traveler Health: Traveler must be in reasonably good health to participate in any tour. Traveler must be fit enough to climb in and out of a rental vehicle and walk up and down a flight of stairs that might not have handrails. Traveler must be capable, without assistance, of walking a minimum of one mile over uneven terrain and should be able to stand/walk for an hour at a time. Participants should have sufficient stamina to keep pace with an active group of travelers on long days of touring. Traveler agrees to hold neither Aticus Travel, LLC nor its Staff, or facility liable in any way should any harm come to Traveler.

Travelers must disclose any mobility issues that may impact the ability to participate in activities on the tour, and adjustments will be made if possible. If you have any questions about your ability to participate in a tour, please contact Aticus Travel at 1-801-449-1054.

Travelers Requiring Special Assistance: Any disability requiring special attention should be reported to Aticus Travel at the time the reservation is made. We will make reasonable attempts to accommodate the special needs of such travelers but are not responsible for any denial of services by carriers, hotels, and other independent suppliers. We regret that we cannot provide individual assistance to a tour member for walking, dining, getting on and off trains, boats, and other transportation vehicles, or other personal needs. Travelers who need such assistance must be accompanied by a qualified companion. Most international hotels, modes of transportation and cruise ships have very limited handicapped facilities.

Personal and Property Safety: Each customer is responsible for maintaining their safety at all times. By participating in the tour, you agree to exercise due care and attention at all times. Please ensure to keep all your personal property safe. All traveler personal items are the responsibility of the traveler, and Aticus Travel is not liable for any lost, damaged or stolen items.

Participation/Traveler Behavior: Aticus Travel reserves the right to accept or reject any tour participant. We reserve the right to terminate the tour of any person who is physically or verbally abusive of others, compromises the safety of tour participants, breaks the law of the country being visited, or whose behavior significantly disrupts the tour. Aticus Travel assumes no financial responsibility for any unused portion of the tour. Those who have been terminated from the tour will have access to their return flight at the date and time originally booked and listed in the tour itinerary but are responsible (physically and financially) to make their own way to the departure airport. Any expenses incurred after termination for accommodations, activities or transportation will be borne by the individual who has been terminated from the tour.

Photography: Participants on tour may be photographed for the educational and promotional purposes of Aticus Travel. Photographs may be printed in publications and posted on website to promote Aticus Travel. Travelers who prefer that their image not be used must advise the Tour Director at the beginning of the tour.

Responsibility: Aticus Travel, LLC, its agents, employees, and representatives are not responsible for any damages, accidents, losses, detention, annoyance, consequential damages of any kind; delays, and expenses due to same; social or labor unrest, force majeure, failure of any means of conveyance to arrive or depart as scheduled; mechanical or construction failures or deficiencies; disturbances, government actions, restrictions or regulations, discontinuance or change in transit or hotel services or schedules; and any other actions, omissions, or conditions over which Aticus Travel has no control. Aticus Travel shall not be responsible for any breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of suppliers of air and ground transportation, hotel accommodations, excursions, tours, etc. which result in any loss, damage, delay, inconvenience or injury to Traveler or Traveler's companions or group members, including any losses resulting from any changes in suppliers rates, or any losses in connection with booking, reservation, connection, or scheduling problems or in connection with the handling or loss of baggage or other personal effects. Traveler assumes complete and full responsibility for complying with passport, visa, vaccination, and other entry requirements of each destination, and for checking and satisfying himself or herself with respect to safety and security conditions of such destinations. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U.S. State Department, (202) 647-5235. For medical information and warnings, call the U.S. Center for Disease Control (CDC), (404) 332-4559. By embarking upon his/her travel, the Traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies, climactic disruptions, natural disasters, civil unrest, terrorist activities, and the possibility traveler may be unable to travel as scheduled because of personal emergency or medical problems, etc. Traveler is advised to obtain appropriate insurance coverage against these risks. Information is available through Aticus Travel regarding travel insurance. Terms & Conditions are accurate at time of printing and are subject to change prior to booking. You are advised to request the latest version of the Terms & Conditions from Aticus Travel prior to booking your vacation.

Waiver and Release: Traveler agrees to release of all claims, waiver of liability and assumption of risk ("Waiver and Release"). Traveler waives any and all claims he/she may have now and in the future, and releases from all liability and agrees not to sue Aticus Travel, LLC; its officers, agents, representatives, employees or tour directors [hereafter referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by Traveler as a result of participation in a tour offered by Aticus Travel, LLC due to any cause whatsoever, including without limitation, negligence on the part of Aticus Travel, LLC; its Staff, tour partners, or other participants, or death or injury as a result of an event of force majeure, such as, but not limited to, acts of God, war, closure of borders, civil unrest, acts or threats of terrorism, strikes, or epidemic. Traveler further agrees that if this agreement is violated and an attempt to bring suit against any part of parties named herein is made, that Traveler will be held responsible for attorney's fees and any costs incurred by that person in defending such action. The Traveler also agrees that the exclusive venue of any such suit will be made in Salt Lake City, Utah where Utah Law will apply.

Traveler is aware that the tours and events offered, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which Traveler may not be prepared, and driving and road conditions which may increase risk of accident. Traveler accepts all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting therefrom. Traveler acknowledges that the enjoyment and excitement of the proposed form of tour is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for participation. Traveler agree that if he/she suffers injury or illness Aticus Travel, LLC or its Staff can, at Traveler's cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for Traveler's health and safety.

Traveler understands and acknowledges that the Tour involves transportation by various motor vehicles, which may include, but is not limited to a rental vehicle driven by an Aticus Travel representative, shuttle, train, tram, boat, bus and other forms of public transportation. Traveler acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Traveler does not have any medical condition(s) that would prevent Traveler from using these methods of transportation or result in any injury or harm to Traveler as a result of using these methods of transportation. While Traveler understands and agrees that Aticus Travel, LLC will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Traveler understands that Aticus Travel, LLC assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

In consideration of Traveler's participation in the various activities that comprise the Tour, Traveler understands and accepts the risks associated with participation in these various activities and agrees that neither Aticus Travel, LLC; nor any of its officers, members, managers, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with Aticus Travel, LLC, will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by Aticus Travel, LLC gross negligence or intentional malfeasance.

In entering Waiver and Release, Traveler is not relying on any oral, written nor visual representations or statements by Aticus Travel, LLC or its Staff or any other inducement or coercion to go on the tour. Traveler confirms that, by his/her own free will, Traveler has read and understood the Terms and Conditions of this tour and Waiver and Release and agree that the Waiver and Release will be binding upon Traveler's heirs, next of kin, executors, administrators, and successors.