

TERMS & CONDITIONS

These Terms and Conditions have been incorporated into all agreements signed by McAndrews & Smith, Ltd. (M&S) and shall govern the relationship between the parties.

M&S Tours (the “Tours”) are customized experiences focused on select themes and regional areas that are designed and customized for the discerning traveler. In addition, M&S works with leading third-party suppliers such as hotels, transportation companies, venues, and other service providers to create unique and interesting Tours.

Pricing, Inclusions and Exclusions

All prices for Tours are quoted in U.S. dollars. Prices may not include sales taxes transportation taxes, transportation, and related fees. M&S bases prices on fixed costs at the time of publication. These costs are subject to change, due to fuel costs, rates of exchange and other factors. Should these factors significantly increase our costs, we reserve the right to increase our prices accordingly. Prices are based on current rates of exchange, tariffs, and taxes in effect at the time of publication. However, we reserve the right to increase Tour prices to cover increased costs, tariffs, or taxes received after prices are quoted to reflect fluctuations in foreign exchange markets.

All M&S published prices reflect a good faith effort to present an estimated price for each Tour. As M&S provides highly customized tours any price quoted for a Tour may vary from prices published in marketing materials due to customized aspects requested by an individual guest.

All Tour prices are per person, double occupancy except where indicated. In some instances, a single occupancy supplement may be required. Single travelers will be provided with single-use double rooms when available. The additional single supplement cost is dependent upon the tour and hotels for each tour. Any required single occupancy supplement will be detailed at the time of booking.

All gratuities for guides and drivers of group vehicles are included as well as meals where provided unless specified otherwise in the Booking Agreement and itinerary. All M&S Staff do not accept tips. Tips are not included for housekeeping, any personal items, or personal sightseeing/activities.

Generally, M&S Tour prices exclude: trip insurance; any type of domestic or international airfare, including other transportation to and from the Tour (unless otherwise noted); costs associated with obtaining passports or entry visas; airport departure taxes (unless otherwise noted); and excess baggage charges; sightseeing not included in the Itinerary; and personal expenses such as laundry, communication charges and optional activities (which are subject to availability).

Each Tour will provide a specific price for each customized Tour. M&S is under no obligation to provide a breakdown in the costs of any Tour, excursion or event, or any part of a Tour, excursion, or event.

Booking

By booking or participating in an M&S Tour You agree to these Terms & Conditions (the "Terms"). Please read these terms carefully before making a deposit or payment for any M&S Tour, excursion, or event.

By booking and participating in an M&S Tour either for Yourself or others all participants acknowledge that they have read, understand, and agree to be bound by these Terms. If You make a booking on behalf of other participants, You guarantee that You have the authority to accept and do accept these Terms on behalf of the other participants and Your acceptance of M&S Terms and Conditions constitutes acceptance for all participants for whom You have booked.

M&S does not own, operate or control any entity or person which provides accommodations, meals or services for trips or Tours and does not maintain any control over the personnel, equipment or operations of such suppliers of services and the participants who book a Tour should be governed accordingly.

Reservations and Payments

A Deposit of fifty percent (50%) of the Tour price is required to confirm Your booking. Upon receipt of the deposit M&S will send You confirmation of Your booking. Your final payment date will be listed on the confirmation. This is Your Booking Agreement, please check Your confirmation carefully and report any incorrect or incomplete information to M&S immediately

If a Tour is full, all Deposits will be accepted on a standby basis. If space becomes available, You will have the choice of joining the Tour by paying in full within five (5) days or forfeiting the space in return for a refund of Your deposit.

Final payment is due ninety (90) days prior to departure unless You are notified otherwise.

Any reservation made within ninety (90) days of departure requires the entire cost of the trip to be paid at the time of the request to secure confirmation.

Once a booking is confirmed an Agreement between M&S exists when M&S issues a confirmation after receipt of the applicable deposit amount.

Please ensure that the spelling of all participant names is exactly as stated in the participant's relevant licenses or passports. M&S is not responsible for any delays or cancellations that arise from failure to assure all participant's names are as exactly as stated in the participant's relevant license or passport.

You must be at least 18 years of age to make a booking and You agree to provide full, complete, and accurate information to M&S.

Changes to a Booking Agreement

If You wish to make a change to the Booking Agreement, You must notify M&S in writing at least 60 days prior to departure. An administration charge of \$50.00 per booking will apply for such changes. Please note that we may be unable to accommodate requests for certain changes. Changes and/or corrections will not be accepted within 60 days of departure or after departure.

M&S Representatives

Each M&S Tour will be staffed with individuals who will be dedicated to assisting M&S Guests. M&S Staff will meet clients upon the day of arrival as detailed in the Booking Agreement, assist Guests with tour related issues during the Tour and help Guests on the day of departure.

Health, Active Elements, Medical Conditions and Special Assistance

Some of our Tours incorporate active elements such as walking and climbing stairs. It is Your responsibility to assess the risks and requirements of each aspect of the Tour based on Your own unique circumstances, limitations, fitness level and medical requirements. You should familiarize Yourself with the level of activity that will be involved in Your Tour and for assessing whether a Tour is suitable for You. You should consult Your physician to confirm Your fitness for travel and participation in any planned activities. You should seek Your physician's advice on vaccinations and medical precautions. M&S does not provide medical advice.

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 third parties 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.

As a participant, You freely accept and fully assume all such risks, dangers and hazards and the possibility that personal injury, death, property damage and loss may result.

We reserve the right to remove You from the Tour, 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.

Baggage

We assume no liability for loss or damage to baggage in transit to and from a Tour. M&S will exercise due care for all baggage while in M&S' direct care. While M&S will exercise reasonable care while baggage is under their direct control, M&S **recommends purchasing a supplemental travel insurance package.**

Flights and Carriers

M&S does not book or deal with airline related issues. If flying, we recommend that You contact Your airline or whatever means of travel 24 hours of departure to confirm Your departure time. M&S cannot be held responsible if You miss Your flight or are denied boarding. We cannot accept responsibility for any damages or expenses incurred because of changes to flight times or weather delays.

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.

Special Requests

Special requests, i.e. room location, adjoining rooms, bed preferences, meal requirements, etc. cannot be guaranteed. While we will attempt to accommodate any special requests, M&S cannot be held responsible if such requests cannot be fulfilled.

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 M&S receives Your cancellation notice:

- ‡ Ninety-one (91) days or more before the Tour departure date, M&S will refund the required fifty percent (50%) Deposit. To the extent that payments greater than the required 50% deposit are made, M&S will refund one hundred percent (100%) of all payments made.
- ‡ Ninety (90) to sixty-one (61) days prior to the departure date, M&S will Refund eighty percent (80%) of the payments made, excluding optional payments as described in the booking agreement.
- ‡ Sixty (60) to thirty-one (31) days prior to the departure date, M&S will refund fifty percent (50%) of payments made excluding optional payments as described in the booking agreement.
- ‡ Thirty (30) days or fewer prior to the departure date, we will retain one hundred percent (100%) of all payments made.

Any penalty imposed by an airline due to cancellations by You are the sole responsibility of You and any participants that You represent.

Your decision not to participate in an M&S Tour due to United States Department of State warnings, fear of travel, illness or any other reason will be deemed a cancellation by You. If a

flight or other delay for any reason prevents You from joining the Tour on the Tour departure date and time, You will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but You may join the Tour late if You wish.

Our Responsibility

M&S makes arrangements with hotels, resorts, ground transportation, other providers all of which, without limitation, are referred to as “Third-Party Suppliers” to provide You with the travel services purchased as part of an M&S Tour. M&S acts only as an agent for the suppliers of services, such as hotels and other accommodations, transportation providers, Tours and excursions, attractions, restaurants and other activities, and in contracting for the services included in the Tour, M&S is not responsible for their actions.

Although M&S takes great care in selecting these suppliers, we act as an agent and therefore cannot be held responsible for their acts and omissions. We do not assume responsibility for any claims, losses, damages, costs or expenses arising out of personal injury, accident or death, loss, damage or delay of baggage or other property, or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from any cause that arises by reason of actions of parties other than M&S. We reserve the right to decline any person booking privileges to any M&S Tour or service.

Furthermore, You acknowledge and agree that the services provided by Third-Party Suppliers may be subject to the terms and conditions imposed by them and that their liability may be limited by their conditions of carriage, tickets and vouchers and the conventions and agreements to govern the provision of their services, which may include limiting or excluding the liability of a Third-Party Supplier.

M&S makes no representation that a Third-Party Supplier is following the laws of Your country of residence, or of any other jurisdiction other than where the Tour operates.

Cancellation or Substitution by Us

We will make commercially reasonable efforts to keep the Tour Itinerary as it has been published; however, the final Tour Itinerary may vary due to availability and factors beyond our control. We may, in our sole discretion, substitute services such as hotels, venues or other services as stated in the Tour Itinerary with those of similar quality.

If an M&S Guide (“Guide”) cancels, the M&S will make every effort to find a replacement. You will not be refunded in whole or in part when M&S is unable to find a replacement Speaker.

If the Tour is built around a specific Guide’s expertise [and that Guide’s name is included in the description of the Tour], and a Guide is unable to lead the tour due to reasons of his/her own, such as illness or injury, M&S will offer You the following options:

1. Join the tour with a well vetted back-up Guide or “Understudy” to the original Guide
2. Change Your booking to a later date with the publicized Guide
3. Receive a 75% refund

M&S reserves the right to cancel any Tour 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 Tour 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 Tour

Liability

M&S, its Agents and Third-Party Suppliers, cannot be held liable where Tours must be cancelled or changed due to unforeseen circumstances beyond our control. These include but are not limited to weather, political acts, mechanical failures, actions of suppliers or decisions made by us for the purpose of ensuring the safety of Yourself and other participants. No refunds will be made for such necessary changes to our Tours or services. You are responsible for any extra expenses incurred because of any delays occasioned by the above or for delayed departures.

You should purchase any necessary personal insurance, including travel, medical and baggage insurance. Any travel documents required must be obtained by You. It is Your responsibility to ensure that all such documents are in order, and to meet any additional costs incurred because of failing to comply with the requirements above.

Conduct During the Tour

You are responsible for respecting the authority and following the directions of the Tour guide and the laws of the countries in Your Itinerary during a Tour. M&S reserves the right to remove from the Tour anyone whose physical condition or conduct negatively impacts the enjoyment of any other Tour participant or otherwise disrupts the Tour at the participant’s own expense. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour.

No refunds will be made should You decide for any reason not to participate in certain parts, or for any missed or unused portions of the tour.

Assumption of Risks and Release

M&S assumes 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 Tour, acts of God, acts of government, epidemic(s), pandemic(s), war(s), terrorist acts, riots, disaster(s), weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Third-Party Suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which You may travel. For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

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 travel.state.gov.

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
- b. if You have indicated that You are signing on behalf of Yourself and Your traveling companions, Your companions' claim that You were not authorized to agree to the Terms and Condition on their behalf.
- c. property damage, cancellation of any part of the Tour for any reason, illness, negligent operations or procedures, personal injury or death arising out of Your participation in the Tour, regardless of whether such damage, illness, injury or death results from the negligence of M&S and/or from any negligence in the services or equipment of the Third-Party Suppliers.

You also agree, to the fullest extent permitted by law, to indemnify and hold M&S harmless with respect to any claims made against M&S by anyone else which related to Your or their participation in the Tour, or which would be subject to the above release and covenant not to sue if You had made the claim directly Yourself.

In no event will M&S be liable for any injury, loss, claim, expense, damages or for any special, punitive, exemplary, direct, indirect, incidental or consequential damages of any kind, whether or not the result of M&S' negligence or breach of contract arising out of or in any way connected with the Tour.

Limitation of Liability and Damages: In no event will M&S 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 Tour, even if advised of the possibility of such damages.

This release is given in consideration for being permitted to participate in the Tour and not just to the activities during the Tour

Problems

If You would like us to know about any problems or concerns about our services, please forward them to us in writing within 30 days of the date of occurrence.

M&S cannot be held responsible for factors beyond our control that may alter the components or description of the Tour. All photographs are purely representational and are not a representation or guarantee of Tour amenities or Tour aspects.

Suppliers Acts or Omissions

M&S ascertains that all services and accommodations are being supplied by others who are not under the control of M&S. In turn, M&S expects that all service providers and vendors will take full responsibility for their actions and that M&S makes arrangements with accommodation and activity providers, as well as coach companies, tour venues, local guides, and other independent parties (“Third-Party Suppliers”) to provide some or all components of a booking.

Third-Party Suppliers may also engage the services of local operators and sub-contractors. Although the M&S takes reasonable care in selecting Third-Party Suppliers, M&S is unable to control Third-Party Suppliers, does not supervise Third-Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third-Party Suppliers are subject to the terms and conditions imposed by these Third-Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and the conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third-Party Supplier. You acknowledge that Third-Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and the M&S does not warrant that any Third-Party Supplier is in compliance with the laws of Your country of residence or any other jurisdiction.

M&S is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than M&S and its employees. M&S is not liable for the acts or omissions, whether negligent or otherwise, of Third-Party Suppliers or any independent contractors.

Arbitration Agreement

You agree to present any claims against M&S within ninety (90) days after the Tour ends within one (1) year of the incident, and You acknowledge that this expressly limits the applicable statute of limitations to one (1) year. Any litigation and jury trials, each of which is expressly waived, any dispute concerning, relating or referring to the Booking Agreement or any other literature concerning Your trip, or the Tour shall be resolved exclusively by binding arbitration in New York City, New York, according to the then existing commercial rules of the The American

Arbitration Association. Such proceedings will be governed by the substantive law of the State of New York. Please refer to American Arbitration Association.org www.adr.org

The arbitrator(s) 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 creation of this Booking Agreement, including but not limited to any claim that all or any part of this Booking Agreement is void or voidable.

General

M&S only takes photos at events for promotional purposes to give future guests an idea of what to expect on that experience. We do not photograph guests for the purpose of showing who attended the event.

It is important that Tour Guests not wishing to have their photograph taken must submit a prior email or alert the Tour manager upon arrival at the beginning of the Tour. Your participation in the tour hereby gives Your consent for M&S to use pictures or video of You in our marketing materials without compensation. If You have appeared in an image and would like to be removed, please email us and M&S will do all possible to resolve the issue.

Except for the Cancellation provision noted above, facsimile, or scanned transmission of any signed document shall be deemed delivery of an original.

M&S reserves the right to amend or correct any statements in its published materials and to amend these Terms at any time as a result of material changes to legislation, regulation, with all such amended Terms being automatically effective on posting on the M&S Website.

If any portion of these Terms are held, as a matter of law, to be unenforceable, the remainder of these Terms will be enforceable. Provisions of these Terms that are intended to survive the termination or completion of the Tour shall continue as enforceable obligations of the parties.”

All applications are subject to review and approval. We reserve the right to decline to do business with anyone on a nondiscriminatory basis.

A PRINT COPY OF THIS AGREEMENT IS AVAILABLE UPON REQUEST

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