

# TOURS DE SPORT

## Responsibilities, Terms & Conditions

PLEASE READ THE FOLLOWING CAREFULLY. DO NOT MAKE ANY PAYMENTS UNTIL YOU HAVE READ THESE "RESPONSIBILITIES, TERMS AND CONDITIONS". RECEIPT OF ANY PAYMENTS INDICATES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS STATED BELOW.

### CANCELLATION POLICY:

Tours de Sport, Inc. is herein referred to as TDS. If a reservation is canceled, for individual or group, the right to receive a refund is limited. Cancellations received more than 30 days prior to departure are subject to a \$50 processing fee per canceled person; and the remaining occupants in the room shall be obligated to pay for the difference in the per person room rate. Persons canceling within 30 days prior to departure are subject to a fee equal to the total final cost of their ski weekend getaway. Refunds will not be issued for cancellations received within 30 days prior to departure. ALL CANCELLATION FEES, INCLUDING THE PROCESSING FEE OF \$50 PER PERSON, WILL BE WAIVED IF THE GROUP PROVIDES A REPLACEMENT FOR THE CANCELED ROOM SPACE AND BUS SEAT- Notification of cancellation must be sent in writing to the group leader and shall be effective the date received from the group leader at TDS. There are no charges for name changes on the rooming list.

Any change in the package, destination, or location is not sufficient grounds for cancellation providing: in the event the tour program substitution is of greater dollar value, as advertised by TDS, TDS will pay for the additional cost; in the event the tour program substitution is of lesser dollar value, as advertised by TDS, TDS will refund the difference in price between the tour program selected and the actual destination tour program. Refunds will be sent to the group leader or travel agency and are made on the specific condition that the acceptance of the refund releases TDS from all present or future claims by the participant or group leader. All providers of services, including the hotels and transportation companies, reserve the right to remove a person engaged in illegal or disorderly conduct from the tour without a refund.

### TOUR CONDITIONS:

Prices quoted are for pre-formed groups consisting of a minimum of 50 passengers per motorcoach and includes a pickup at your chosen location departing at 5PM or later. Collection and disbursement of all funds and all communications relative to the tour is effected through the group leader or travel agency. Each tour participant gives the group leader or travel agent, who is acting on their behalf, the right to make decisions regarding last minute changes in the tour without the necessity to contact each participant prior to departure. If passenger counts fall below 50 passengers, TDS reserves the right to adjust pick-up time and location and routing so as to add passengers to fill the empty seats on the bus. TDS may also change trip destination or cancel the tour for lack of sufficient participation. Rates quoted are based upon market conditions at time of printing. Additional fuel charges may be added to the total price before departure. Change or delay in pickup time and/or location and/or the adding of a fuel surcharge are not grounds for cancellation. The published pick-up location shall be accommodated for groups paid in full and consisting of a minimum of 20 passengers. Groups with less than 20 passengers may be required to meet at an alternate location and/or time. Whenever two or more groups are combined to fill a bus, there is a probability that pick-up times will change.

Deposits and final balances with rooming list must be received by TDS on or before the appropriate due dates. Reservations for time and space can not be confirmed unless secured by the timely arrival of these required deposits, final payments, and rooming lists. Arrangements shall be made for reservations paid in full, on time and upon the timely receipt of the final rooming lists at TDS. Final payments and rooming lists are due to TDS no later than 30 days prior to your group's departure date. Reservations whose required deposits, final payments and rooming lists are not received by appropriate due dates will be confirmed in the order of receipt of payments or at the discretion of TDS. Reservations requested, over the phone, in person, or as indicated on the rooming list, which are not paid in full shall be placed on a "space available basis" and may be subject to cancellation with the loss of deposits. It is solely the responsibility of the group leader or travel agency to submit all payments and rooming lists to TDS so that they are received by TDS on or before their due date. Final payments made within 30 days of trip departure must be in the form of certified check, money order, or wire transfer.

### RESPONSIBILITY:

TDS acts solely in the capacity of an agent on behalf of its tour patrons in arranging for transportation, lodging, and any other services, and as such is not responsible for any act, error, or omission or for any damage, loss, delay, injury, accident or death due to any act or omission on the part of any company or person engaged in providing transportation, lodging, or other services which are part of the tour. TDS expressly reserves the right to withdraw any tour or to make any change in the tour that may become necessary, with or without notice, including substitution of accommodations or transportation.

In the event of inclement weather or other causes or events beyond the control of TDS which result in delays, it is NOT the responsibility of TDS to pay for resulting costs and expenses, including, but not limited to, additional lodging expense, additional meal(s) expense, or other similar expenses. Furthermore, it is not the responsibility of TDS to reimburse individuals for missed tour inclusions resulting from such a delay. In the absence of negligence on TDS's part, TDS is not responsible for losses or damages arising from physical or emotional injury, property or other economic damage caused by such factors beyond its control. This personalized flyer printed by TDS for your group contains the Statement of Responsibilities, Terms and Conditions and other policies governing the tour. It is the Group Leader's responsibility to assure that all group participants receive the proper statement of "Responsibilities, Terms, and Conditions" and other policies as represented by TDS.

By their participation, all tour guests grant use of any photographic images taken during their tour to be used in any Tours de Sport advertising and/or promotional materials.

### NO REFUNDS FOR UNUSED SERVICES:

Refunds or allowances will not be made for transportation, accommodations, services, or other portions of the tour which are unused on or after the tour departure date. Refunds made by TDS are made on the specific condition that the acceptance of such refunds by the group leader or participant serves to release TDS from all claims by the group leader or tour participant.

### OPTIONAL ACTIVITIES:

It is intended that all Optional Activities, including skiing, will be offered as listed in the brochure advertising the tour unless weather or other conditions prevail at that time that make it hazardous or impossible for individuals to participate in the activity. TDS does not act as an agent or operate any Optional Activity. The decision to participate in an Optional Activity is solely between the tour participant and the operator of the activity. TDS assumes no risk, liability or responsibility for incidents or accidents which may occur to an individual while participating in the activity. Some Optional Activities are subject to a minimum participation requirement. Payment for all Optional Activities must be made in cash.

### INSURANCE:

PASSENGERS ARE STRONGLY ADVISED TO PROTECT THEMSELVES WITH INSURANCE. Optional cancellation, accident, health, and baggage insurance are available to protect tour participants against unforeseen circumstances. Upon request, TDS or your travel agent will provide further information and rates. Insurance must be purchased no later than 30 days prior to trip departure.

### CHILDREN'S RATES:

Children's rates are available on certain tours. This rate is based upon 1 or 2 children, under 12 years old, sharing a room with two adults paying the full double rate or three adults paying the full triple rate. A maximum of 4 people may occupy the room.

### MINIMUM AGE & LEGAL AGE FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:

There is no minimum age requirement to participate in most of these tours, however all tours offering an "Open Bar Weekend" have been designed for adults 21 years of age and older. Group participants under 18 years of age must have their parent or legal guardian sign a "Minor's Release Form" or their trip will be canceled with the loss of all payments made to TDS. Each tour participant must be of the minimum drinking age allowed by the State in which the destination is located to participate in the functions or tour inclusions which contain alcoholic beverages, and each tour participant must be prepared to show 2 types of legal identification (one of which must include a photograph) to gain admittance into any functions or events which serve alcoholic beverages. Each liquor licensee is under legal obligation to comply with all applicable laws. To that end, each liquor licensee is required by law to not serve alcoholic beverages to individuals who do not meet the standard of service even though they may have paid for the alcoholic beverage inclusion as part of their tour.

### ACCOMMODATIONS:

Room assignments are made by hotel personnel and not by TDS. Double occupancy does not necessarily mean that the room has two double beds. Triple and quad rooms WILL NOT have more than two beds per room. Rollaway beds (cots) are limited and will be provided on a first-come basis, if available at all. Many hotels cannot accommodate 5 people per room. Requests for these quint occupancy rooms cannot be assumed unless confirmed in writing by TDS. Requests for single occupancy accommodations are taken on a "space available" basis and may not be confirmed until the week of departure.



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