



GT Experiences

## TERMS AND CONDITIONS

### PLEASE READ CAREFULLY

1. The purchase/payment of any travel services offered by **TOURINVEST LLC. dba GT Experiences("GTE")**, constitutes a contractual arrangement between the Traveler or agent ("you") and GTE, and represents your acceptance of the GTE Terms & Conditions.
2. Terms & Conditions are accurate at time of printing and are subject to change prior to booking. You are advised to check on the websites or to request the latest version of the Terms & Conditions from your travel agent or GTE prior to booking your vacation.

### LAND DEPOSIT & PAYMENT

#### FOR INDIVIDUAL TRAVELERS - UP TO 9 PASSENGERS TRAVELING TOGETHER<sup>®</sup>

3. 25% of the total package cost upon confirmation of hotels  
Full payment 60 days prior departure  
GTE accepts checks, money orders, wire transfers, Visa, MasterCard, Discover/Novus, and American Express.  
Payment of the deposit indicates you have read and accepted these Terms & Conditions.

#### FOR GROUP - OVER 9 PASSENGERS TRAVELING TOGETHER<sup>®</sup>

\$500 deposit is required to place the group in operation  
10% additional deposit of the total expected cost is required upon confirmation of all the hotels  
25% additional deposit of total cost per person 120 Days prior to departure  
Final payment is due 60 days prior departure along with the final rooming list.

### AIR PORTION

Payments follow the rules of the airline.

### INVOICING

4. You are responsible for verifying everything on your invoice is accurate and complete, including dates of travel, options selected, and that each name matches the relevant passport. GTE cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. Changes are subject to the fees and penalties noted below. In the case of billing errors, GTE reserves the right to re-invoice you with correct pricing.

### VACATION ACCEPTANCE

5. Acceptance on the vacation is subject to presentation of the Traveler Certificate, which will be available in your final Travel Documents.



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### AIR-INCLUSIVE VACATIONS & FINAL PAYMENT

6. Additional deposits or payments may be required for international air added to the start and/or end of your vacation and/or for intra-vacation air, as specified in the itinerary (“air-inclusive vacations”).
7. Instant Purchase Air: Full air payment is required, and will be included in the quote if required, at time of booking for Instant Purchase Air booked in conjunction with a GTE vacation. Applicable land deposit, as above, is also required at time of booking. Once booked, Airline ticket is non-changeable and non-refundable based on airline terms of ticketing
8. Air-inclusive vacations include all taxes, fees, and fuel surcharges.
9. Travel Protection payments are always non-refundable once purchased and will be added to the cancellation fees noted below.

### BOOKING CANCELLATIONS & FEES

#### STANDARD CANCELLATION FEES

##### FOR INDIVIDUAL TRAVELERS - UP TO 9 PASSENGERS TRAVELING TOGETHER

- Up to 60 days prior departure \$300 per person\*\*
- 59-22 days prior to commencement of services: 25% of total price
- 21-14 days prior to commencement of services: 50% of total price
- 13-8 days prior to commencement of services: 75% of total price
- 7 - to departure day and later: 100% of total price

##### FOR GROUP - OVER 9 PASSENGERS TRAVELING TOGETHER

- 60 days and over prior to departure date: \$500 + any fees applied by the suppliers\*\*\*
- 59-22 days prior to departure date: 25% of total price
- 21-14 days prior to departure date: 50% of total price
- 13-8 days or less prior to departure date: 75% of total price
- 7 days and less: 100% of total price

\*\* Once the hotels are confirmed, independently if the initial required deposit is made, the client is subject to the indicated penalties

\*\*\* In addition to penalties that are imposed by other suppliers such as airlines, hotels, etc.

If a passenger's cancellation creates a change in the price schedule, the tour price will be revised, based on the remaining number of participants. A passenger becoming a single, as a result of a partner's cancellation, must pay the single supplement.

#### AIRFARE CANCELLATIONS:

Airfare cancellation will follow the Airline cancellation rules.

10. Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. If flight changes, including but not limited to flight cancellations or name changes, are requested after full land and air deposits are received, revision fees, change fees, or airline cancellation fees will apply (see “Revision Fees” below). 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 cancellation.



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### REVISIONS & REVISION FEES

11. In addition to any airline-imposed change fees, a fee of \$50 per service will be charged by GTE for any alteration or revision made to a reservation after deposit is received. Any revision to a booking, including but not limited to flight cancellations or name changes, may result in the loss of confirmed airline reservations or increased airfare, which will be payable by you.
12. A change of traveler name, vacation date, or itinerary within final payment will be treated as a full cancellation and new reservation; vacation and airfare cancellation fees, as above, apply.

### AIR ARRANGEMENTS

13. Airfare may be purchased through GTE for travel originating from the United States. All carriers are independent operators and are not owned, managed, or operated by GTE. Your airline ticket is a contract between you and the air carrier only, even if you purchase through GTE. By purchasing your air services through GTE, you waive all liability for GTE for such air services.
14. GTE is not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you purchased air through GTE, we will attempt to assist in making new arrangements, providing you have not already checked in with your airline for your first flight segment. After check-in, you must work with the airline directly to reach your destination or to make any alternate arrangements, including amendments to return services. Airline fees often apply for modifications to air schedules not related to airline-imposed flight cancellations, reschedules, or delays. These fees will be payable to the airline directly at time of request.
15. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by GTE for portions of trips missed due to canceled, rescheduled, or delayed flights after airport check-in, nor is GTE responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or connection.
16. For air purchased through GTE, if any air schedule requires an overnight stay in a gateway city, GTE can assist you with hotel reservations; however, the cost of the overnight stay (including but not limited to hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.
17. If you make your own flight arrangements, GTE will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes.

### FREQUENT FLYER REWARD PROGRAMS

18. Frequent Flyer mileage accrual is at the discretion of the airline(s) and is not always granted for airfare purchased through GTE. You will need to contact the airline(s) directly for information on Frequent Flyer programs and any applicable reward mile accrual. GTE cannot assist with this process. Cancellation penalties,



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as noted above, will apply to all airfare, regardless of accrual grants. Take this into consideration before purchasing airfare.

### TRAVELERS WHO NEED SPECIAL ASSISTANCE ON TOUR AND/OR CRUISES

19. You must report to GTE any disability requiring special attention while on tour or on cruise at the time the reservation is made. GTE will make reasonable attempts to accommodate the special needs of disabled travelers but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. GTE cannot provide individual assistance to a vacation participant for walking, dining, getting on and off coaches, cruise ships, and other vehicles, or other personal needs. **A qualified and physically able companion should accompany travelers who need such assistance.** If we are not notified at time of reservation of any disability requiring special attention, GTE reserves the right to cancel your booking or terminate your vacation if your special needs or disabilities are not suitable for the vacation, are incompatible with other travelers, or if you are not traveling with a companion who provides all the assistance you require. GTE will not refund or cover any costs or expenses incurred for cancelation, booking, or termination of the vacation. Cancelation penalties, as above, apply.
20. Not all sightseeing stops/sites accommodate wheelchairs, and some locations and sightseeing activities require extensive standing, sitting, or walking—sometimes on unpaved or cobblestone streets. GTE will not refund or cover any cost or expense incurred for any missed activities due to a participant's inability to fully participate with the group. The Americans with Disabilities Act is only applicable within the United States, and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Although some ships have elevators, many small ships do not. Passengers requiring ship elevators should inquire before making reservations.
21. Motorized scooters and motorized wheelchairs are not suitable for international travel and not permitted on GTE tours.

### MOTORCOACHES

22. For the enjoyment of all passengers, you must adhere to the rules of the Local Host or Guide regarding seat rotation and safety on motorcoaches. Alcohol consumption is not allowed on board GTE motorcoaches.

### PRICE POLICY

23. All vacation prices are based on rates (reflecting foreign exchange rates) known at the time of booking and expected to be in effect at the time of departure, and do not include airfare, except where noted on specific itineraries. Vacation prices are per person, based on double occupancy (two people sharing a room). Single room supplements and triple reductions are listed where applicable. Not all accommodation types are available on all vacations.
24. Currency fluctuation: selling prices are calculated at the rate of exchange of the day we provide with the quote. At time of final payment (60 days prior departure) any fluctuation of the rate of exchange exceeding +/-



3% will require adjustments on price. To avoid currency risk, a 25% deposit is required at time of booking to guarantee the price against any fluctuation of the rate of exchange.

25. Prices are subject to change without notice, subject to the guarantees set forth below.
26. Once GTE has received your full land payment for any vacation, that land price is guaranteed, and you are protected against any base land price increase due to currency surcharge. Any subsequent land or cruise cost increases are at GTE' expense, not including energy cost increases and/or any government tax increases.
27. Pricing for air-inclusive vacations, including those with intra-vacation air, are guaranteed when GTE has received your full land plus air deposits and/or full air payment, as noted above. Instant Purchase Air is ticketed upon receipt of full air payment; thus, full cancellation fees, as noted above, apply.

#### VISAS & PASSPORTS

28. It is your responsibility to verify all visa and passport requirements necessary for your vacation. You are responsible for obtaining independently and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. GTE cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements. All visa information listed on the website, in documents, or in the brochure is for U.S. citizens only. Non-U.S. citizens must consult with appropriate consulates to determine if any visas or other documents are needed.
29. You must have a passport to travel internationally. **Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip.** It is recommended you have a minimum of three blank pages in your passport when traveling. Multiple-entry visas are required for some vacations. The process of obtaining a visa and/or passport can take up to three months or more.

#### HOTELS, ACCOMMODATIONS & TRANSPORTATION

30. The hotels listed on the quotes or in the brochure are intended to be confirmed only once the deposit is received.
31. Single supplements ensure your own room, not necessarily a twin or double-bedded room. Single rooms in hotels are generally smaller in size and may be less conveniently located.
32. Check-in times vary worldwide; GTE cannot control or guarantee check-in times. In most cases check in time is 3:00pm but this may vary. If an early check in is required and extra night will need to be reserved and billed at the prevailing rate.

#### BAGGAGE ALLOWANCE

33. Porterage at hotels for one suitcase per person is included in the vacation price if specifically indicated on the inclusion of the travel package. Airport/train station porterage is not included, unless otherwise specified in your travel documents. Be prepared to carry your own suitcase on and off airplanes and trains and through



airports and train stations. Regulations within most airports require travelers to handle their own luggage through customs.

34. Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination. After booking an air-inclusive booking, up-to-date information on carrier-specific standard checked baggage allowance (including size and weight limitations), the standard allowance (and fee, if applicable) for carry-on baggage, and the standard fee for the first and second checked bag, along with the information about additional discounts that may apply depending on flyer-specific factors (e.g., frequent flyer status, military, credit card used for purchase or early purchase over the Internet, etc.), can be found on the carrier's website or by accessing iflybags.com. GTE is not responsible for additional fees imposed by air carriers for baggage, and these fees are not included in the air-inclusive vacation price. You will be required to pay these fees directly to the airline at check-in.
35. No responsibility is accepted by GTE for loss of or damage to baggage or any of the traveler's belongings throughout the duration of the vacation. Baggage insurance is recommended. See the GTE website for an all-inclusive Travel Protection plan.

#### TRAVEL DOCUMENTS

36. Passenger Travel Documents, including e-ticket itineraries, are sent by email, approximately 2-3 weeks prior to departure, provided full invoice payment has been received. If available, a service charge per reservation is added for documents requested in advance, early air ticketing, and/or for 2-day delivery or for delivery to multiple addresses. Two-day delivery with related charges may be required for reservations made within 45 days of commencement of services and for delivery outside the continental United States; charges will be quoted at time of reservation.

#### GRATUITIES

37. Gratuities are included for services during the land stay of your vacation only if indicated on your travel documents. This includes wait staff at included meals, hospitality staff at hotels for nights purchased through GTE, and portering at hotels. Gratuities for your Local Hosts, Local Guides, driver, and ship's crew are not included in the vacation price (unless otherwise noted in pricing details) and are discretionary.

#### REFUNDS

38. Any request for refunds is subject to these Terms & Conditions; no refund will be made for unused services or for voluntary modifications made by the traveler.

#### SERVICE INQUIRIES DURING or AFTER THE VACATION

39. Any issue related to service or components of the itinerary must be addressed locally to the local provider of service (hotel, transfer, sightseeing, etc.) to allow for immediate resolution. Not addressing these issues locally makes it extremely difficult and sometimes impossible to properly investigate a complaint if GTE is not advised of such complaint in writing within 5 business days of the return date, any compensation you may have been able to claim could be reduced or even forfeited if you do not follow the complaints procedure set out in this clause.



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40. After returning from your vacation, if you wish to inquire about any services provided, ensure that all correspondence relating to those services is received by GTE, (see address under "Responsibility"). Any complaint or claim involving the vacation services offered in the GTE brochure or on the GTE website, involving the negligence of any suppliers, sub-contractors, or agents in relation to any service provided to the vacation participant must be notified to GTE while on vacation or within 5 business days of the vacation completion, except where such time limitations are prohibited by law.

### HOLIDAYS

41. During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. GTE cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason.

### SAFETY

42. Be aware that during your participation on vacations operated by GTE, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. GTE will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While GTE will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a vacation and/or optional excursions you agree that you will hold GTE harmless regarding any provision of medical care or the adequacy of any care rendered. GTE is not responsible for such risks and dangers that may arise beyond our control. Payment of your deposit indicates you accept these risks and dangers and agree to hold GTE harmless for such.

### OPTIONAL EXCURSIONS

43. Optional excursions ("the Services") available for booking are provided by local operators or other third parties that are entirely independent of GTE and do not form any part of the product or services sold to you by GTE or of these Terms & Conditions, even where GTE suggests particular operators/other third parties and/or assists you in booking such optional shore excursions. Your contract for such Services will be with the organizer or operator of that Service, and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. GTE has no liability for any such optional excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the optional excursion.
44. Any advice or assistance on or with any Service provided by any local representative does not mean or imply that the Service is sold, supervised, or controlled by GTE, or that any such advice or assistance is given on behalf of GTE.

### RESPONSIBILITY

45. GTE LLC, located at 120 Sylvan Avenue, Englewood Cliffs NJ 07632 is an independent company ("the Company") licensed to market and distribute travel products under the GTE brand name, and arrange for the vacation services offered on this website, including transportation, sightseeing, and accommodations through independent contracts.



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46. Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the Company or its affiliates. All certificates and other travel documents for services issued by the Company are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.
47. The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail or road carrier, or any stay in a hotel, the Company's maximum liability is the maximum that would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.
48. After departure, if the Services included in the vacation cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Company, depending on the circumstance, the Company will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of vacation participants, and any resulting savings will be refunded by the Company to vacation participants.
49. The Company reserves the right to accept or reject any person as a vacation participant; to expel any participant from the vacation; to make changes in the itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the participants; and to cancel a vacation at any time.
50. The vacation participant agrees that neither the Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under the Travel Protection plan, or any other person.
51. Any dispute between the vacation participant and the Company, directly or indirectly relating to the Terms & Conditions, shall be submitted to mediation to be resolved by binding arbitration under New Jersey law before the **New Jersey State Board of Mediation**, John Fitch Plaza, 5th Floor, Trenton, New Jersey 08625. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in the State of New Jersey.
52. Arbitration against the Company must be commenced within 30 days following the date of vacation completion. Neither the Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.



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53. No person, other than an authorized representative of the Company by a document in writing, is authorized to vary, add, or waive any term or condition on its website, including any term or condition set forth in the preceding provisions.

### TRADE NAME

54. GT Experiences is a trademark owned and/or applied for and/or registered by Tourinvest llc