TRAVELS

TERMS & CONDITIONS

Please note that these terms and conditions are set by the tour operator. Your acceptance of these terms indicates an agreement between you and the tour operator. Any disagreement with these terms must be addressed with the tour operator.

The Arts in America’s Heartland:
Crystal Bridges & Kansas City
APRIL 15-19, 2015

PROGRAM RATES:
$2,950 Per person double occupancy
$3,275 Per person single occupancy

TOUR SIZE: This tour, (exclusively developed for the Harvard Alumni Association), is limited to 25 participants on a first-come, first-served basis. The minimum group size is 15. Should the minimum not be met, we reserve the right to cancel the program, levy a small group surcharge, and/or send the program without a HAA study leader. We retain the right to add staff members and/or invited guests to any of our group departures regardless of the stated group size.

TOUR OPERATOR: Academic Arrangements Abroad

PROGRAM INCLUSIONS: Four nights accommodations, double occupancy; buffet breakfast daily, three lunches, two dinners with wine; enrichment program of lectures and special events; escorted sightseeing by motor-coach; entrance fees for visits; departure airport group transfer; porterage; taxes; service charges; gratuities to local guides and drivers; $50,000 emergency medical assistance and evacuation insurance.

PROGRAM COST EXCLUSIONS: Airfare; alcoholic beverages other than wine at included dinners; personal items and expenses; airport transfers for those not on group flights; excess baggage; trip insurance; any other items not specifically mentioned as included.

AIRFARE: Academic Arrangements Abroad is able to arrange flights for this departure regardless of home city.

Neither the Harvard Alumni Association nor the tour operator accepts the liability for any airline cancellation penalty incurred by the purchase of a non-refundable airline ticket. The air ticket when issued shall constitute the sole contract between the passenger and the airline concerned.

WHAT TO EXPECT / PHYSICAL HEALTH: All participants must be in generally good health. Any condition that may require assistance or special medical attention must be reported at the time of your reservation.

RESERVATIONS, DEPOSITS, & FINAL PAYMENT: To reserve a space on this program, a $1,000 deposit is required per person, of which $350 is non-refundable. Please either call us at 800.422.1636 or 617.496.0806 or fill out and mail or fax the registration form. Reservations are acknowledged in order of receipt until the maximum enrollment has been reached. Final payment must be received 120 days prior to departure, and must be made by check.

CANCELLATIONS & REFUNDS: The tour operator must strictly adhere to its cancellation policy to offset costs incurred prior to the commencement of the program, which may include but are not limited to: advance payments to land operators; ship charters; communication expenses; development/promotional expenses and the loss of time that might have permitted resale of reserved space.

All cancellations must be made in writing to the offices of the Harvard Alumni Association, and are subject to a $350 non-refundable administrative fee. All refunds are limited to amounts actually received by the tour operator and are the sole responsibility of the tour operator: HAA shall have no liability for refunds. At the time the tour operator receives written notification of cancellation, the following cancellation charges will apply:
Cancellations received between 120 and 91 days prior to departure, 20 percent of the program cost per person; those received between 90 and 61 days before departure, 50 percent of the program cost per person; no refunds will be given for cancellations received within 60 days of departure. No refunds are given for cancellation on or after the day of departure, or for unused portions of the tour, for any reason.

Air cancellation charges, if any, will be assessed in accordance with airline regulations. All group fare tickets must be issued no less than 30 days prior to departure. NOTE: Neither the tour operator nor HAA shall be liable for any airline cancellation penalties incurred by the purchase of a non-refundable ticket. In the case of a cancellation due to shortage of participants, the tour operator will attempt to notify all participants at least 45 days prior to departure. However, the tour operator reserves the right to cancel the program prior to departure for any reason and, in such cases reimbursement of refundable costs of the trip by the tour operator shall constitute full settlement with the participant.

In the unlikely event that a dispute arises between a participant and the tour operator or HAA, the following conditions will apply: (a) the dispute will be settled by binding arbitration administered by the American Arbitration Association in New York, NY; (b) the dispute will be governed by New York Law; (c) the maximum amount of recovery to which a participant shall be entitled under any and all circumstances will be the sum of all monies actually received from the participant by the tour operator. The participant agrees that this is a fair and reasonable limitation on the damages, of any sort whatsoever, that a participant may suffer. Upon payment of the deposit to the tour operator, the participant agrees to be bound by the above terms and conditions.

**TRIP INSURANCE:** We highly recommend the purchase of trip cancellation insurance. An application for trip cancellation insurance will be provided by the HAA upon confirmation. The pre-existing medical conditions exclusion is waived if the insurance is purchased within 15 days of initial deposit. Neither the Harvard Alumni Association nor our tour operators, including their representatives, employees and agents, will take responsibility for any costs, losses incurred or suffered by the guest, or guests’ dependents or traveling companions, with regards to, but not limited to, cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, damage/theft/loss of personal baggage, money and goods. Nor do they accept liability for any airline cancellation penalty incurred by the purchase of a non-refundable airline ticket or other expenses incurred by tour participants in preparing for the tour.

**EMERGENCY MEDICAL & EVACUATION INSURANCE:** As a service to travelers, the HAA automatically provides emergency medical evacuation insurance. At the time of publication, this policy has the following schedule of benefits: $2,500 Accident/Sickness Medical ($50 deductible); $1,000 Accidental Death and Dismemberment; $50,000 Emergency Medical Evacuation; $7,500 Repatriation of Remains; Included Emergency Medical Assistance Service; Included Bedside Visitation.

This insurance covers travelers for the HAA-sponsored program dates, but not for any extensions or independent travel plans. You will receive detailed information on this coverage approximately 30 days prior to your departure. Should you also purchase the Travel Insurance Select offered to you at confirmation, it will provide you with benefits which are additional to those stated above. This insurance is secondary to any insurance the traveler may already have.

**CHANGES IN ITINERARY AND COSTS:** The itinerary is subject to change at the discretion of Harvard Alumni Association and the tour operator. We reserve the right to change a program’s dates, staff (including study leader*), itineraries, or accommodations as conditions warrant. Deviations from the scheduled itinerary are at the expense of the individual. All prices quoted are based on prevailing fuel prices, airfares and currency exchange rates in effect as of the brochure printing and are subject to change.

*In the event of a cancellation by the Harvard study leader, we will attempt to notify all travelers as soon as possible. We will make every reasonable effort to find a replacement study leader, but our ability to do so will depend on the availability of appropriate lecturers and proximity to the departure date. If we are not able to provide an appropriate substitute we
will make every reasonable effort to provide other educational opportunities or program enhancements to ensure a viable travel study experience. Please note that all participants are bound to the cancellation fee schedule and other terms and conditions of the program regardless of whether or not a replacement study leader is found.

**QUESTIONS** Please call the Travel Program at the Harvard Alumni Association at 800.422.1636 or 617.496.0806, or email us at haatravels@harvard.edu

**RESPONSIBILITY:** The participation of HAA is limited to educational sponsorship of the program described in this brochure (The Program). The tour operator acts only as an agent for the participant with respect to transportation, accommodations and all other services, relating to The Program. The tour operator, HAA and/or their agents assume no responsibility or liability for any act, error or omission, or for any injury, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any aircraft, ship, train, bus or other carrier, or through neglect or default of any subcontractor or other third party, which may be used wholly or in part in the performance of their duty to the participants of The Program. The passage ticket issued by the carrier is the sole contract between the participant and the carrier. Nor will the tour operator or HAA and/or their agents be responsible for loss, injury, damages or expenses to persons or property, due to illness, weather, strikes, local laws, hostilities, wars, terrorist acts, acts of nature or other such causes in connection with The Program or anything beyond their reasonable control. The tour operator is not responsible for transportation or other program delays and changes, nor additional expenses or loss of time that may be incurred. In the event it becomes necessary or advisable for the comfort or wellbeing of the participants, or for any reason whatsoever, to alter the itinerary at any time, without notice to the participants, such alterations will be made without penalty to the tour operator or HAA. Additional expenses, if any, shall be borne by the participants. Baggage and personal effects are the sole responsibility of the participant at all times. HAA and the tour operator reserve the right to accept or decline any person as a participant at any time, or to require any participant to withdraw from The Program at their own expense when such an action is determined by the tour operator or HAA to be in the best interest of the participant’s health and safety, or the general welfare of the other participants.

**PERSONAL INFORMATION:** All personally identifiable information provided to HAA Travels tour participants is strictly confidential. Personal information is not shared with third parties or made publicly available except under the following circumstances:

- Name, degree, home city, and email address*, may be included in the tour participant list that is distributed to tour staff and HAA passengers prior to departure.
- Relevant information provided by tour participants to HAA and the tour operator is shared with the agents providing tour services in the destination. Per contractual agreement, the tour operator and its agents are prohibited to share or sell this information to other parties.

*Please let us know if you would like to opt out of sharing your email address on the tour participant list.

**APPEARING IN PHOTOS:** Photos from HAA trips may be posted on photo-sharing web sites such as Snapfish or on social networking sites such as Facebook. Your likeness may appear in some photos or videos, posted either by HAA or other travelers, and the circulation of the materials could be worldwide. Trip photos may also be selected to appear in future HAA travels promotions; HAA will attempt to notify the traveler in advance, but no compensation is available for appearing in a trip photo used for promotional purposes.

**DISCLAIMER:** Every reasonable effort has been made to ensure the accuracy of information presented in this publication. Harvard Alumni Association is not responsible for errors in or damages resulting from use of the information contained herein.