



979 West Painted Clouds Place
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888-822-1577
hello@handson.travel
www.handson.travel

TERMS AND CONDITIONS: EDUCATIONAL TOURS

IMPORTANT POINTS YOU SHOULD KNOW

Please note that this version of the Terms & Conditions supersedes all previous versions with older dates.

TOUR PRICES • • •

Hands On Travel (HOT) Tour Prices are per person.

RESERVATIONS, DEPOSITS, AND INSTALLMENT PAYMENTS • • •

To reserve space on any tour, you are required to fill out a Tour Registration Form online, indicate that you have read and agree with the HOT Terms and Conditions: Educational Tours, and make a deposit of US \$500 per person. Please do not make flight reservations or purchase travel insurance until further notice from your tour leader or manager. Your tour will be confirmed when its minimum number of persons is met. When this happens, your deposit becomes non-refundable, but it may be transferred to any other family member. In addition, the date of your deposit (first payment) will be updated to match the date the tour is confirmed. These dates will be shown on the invoice you will receive when the tour is confirmed. After the tour is confirmed, HOT may require additional or installment payments to be made between the time the tour is confirmed and the deadline for full payment. Notwithstanding any payments required by HOT, you can make full or partial payments toward your outstanding balance. Regardless of the foregoing, full payment of the balance is due 90 days before the first day of the tour unless modified as agreed with your school on a case-by-case basis. If you do not make your full payment by the final due date, HOT reserves the right to cancel your reservation and make no refund of the payments you have made.

IF YOU CANCEL YOUR TOUR RESERVATION OR IF WE CANCEL OR POSTPONE YOUR TOUR • • •

To cancel your **Tour Reservation**, regardless of whether the reservation is confirmed or not, you must notify your **Tour Manager** or HOT (hello@handson.travel). If we find it necessary to cancel or postpone your tour, we will inform you of the change.

No refunds will be given for any cancellations made within 90 days before the first day of the tour.

If you cancel your Tour Reservation more than 90 days before the first day of the tour, you will be issued a **Partial Refund** which consists of all payments you have made after deductions are taken for the following:

- a) You will not be refunded any **Non-Refundable Amount (NRA)**. NRAs are non-refundable payments HOT has made to travel suppliers, banks, and other companies based on your Tour Reservation.
- b) You will not be refunded an **Administrative Fee Amount (AFA)** which covers the administrative costs incurred by HOT for handling your **Tour Reservation**. There are three AFAs: (a) If the tour reservation has not been confirmed, **\$100** for those who made deposits only or **\$300** for those who made deposits and additional/recurring payments, and (b) **\$500** if the tour reservation has been confirmed. These AFAs may be waived if you choose either **TRANSFER** or **HOLD** (see options below).

You will choose from one of three action options as follows:

- a) **TRANSFER:** We will transfer your all payments you have made to any future tour, minus NRA if any. The **AFA** will not be applied. You will make a new **Tour Reservation** online. Select the Payment Method: **Already Paid**. You will need to pay the deposit difference if **NRA** has been deducted.
- b) **HOLD:** We will hold your all payments you have made for a future tour, minus NRA if any. The **AFA** will not be applied. When you are ready, you will make a new **Tour Reservation** online. Select the Payment Method: **Already Paid**. You will need to pay the deposit difference if **NRA** had been deducted.
- c) **REFUND:** We will issue a **Partial Refund**.

If we cancel or postpone your tour, you will choose from one of three action options shown above.



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IF WE CHANGE AN ITINERARY . . .

Running a tour is a complex process, with many decisions made "behind the scenes", in order to maintain a high quality of service. Considering this, we reserve the right to alter our suggested itineraries when required by circumstances such as, but not confined to, closing days of museums and restaurants, flooded trails, strikes, disruptions of service by one of our service providers, participant nap schedules, sick monks, etc. etc. If such a change becomes necessary, we will make every effort to provide substitutions in kind to thereby maintain the same quality originally stipulated in our itineraries.

PARTIAL REFUNDS . . .

Since tour prices are quoted as a package, no partial refunds can be made for the unused portion of any tour including lodging, meals, or any other items that are included in the tour price. This does not apply to those who wish to participate in only a portion of a tour. In this case, we can pro-rate costs for the unused days.

TRANSPORTATION . . .

Tour prices may or may not include international airfares from the United States of America to and from your chosen destinations overseas. This will be agreed upon before the package price is released to the public. It will either be HOT or the school's responsibility to purchase flight tickets for all participants. HOT will not be responsible for mistakes and errors in flight reservations made by schools or independent third parties. Furthermore, we do not accept liability incurred by any participant's purchase of an international airline ticket. If HOT provides a rental tour vehicle for transportation of participants and luggage, only persons authorized by HOT can drive the tour vehicle.

TRAVEL INSURANCE . . .

All participants on a school tour are required to carry travel insurance. A comprehensive travel insurance policy will provide sufficient protection against unexpected cancellations, journey delays, medical costs, loss of money, or personal liability claims. It will either be HOT or the school's responsibility to purchase travel insurance for all participants

TRAVEL ADVISORIES / WARNINGS . . .

Hands On Travel has no special knowledge regarding the financial condition of its suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes in the countries or locations in which you may travel. To obtain health and medical information related to travel destinations, we advise you to contact the Centers for Disease Control (CDC) at (877) FYI-TRIP or visit their website at www.cdc.gov/travel. To obtain information on unsafe country conditions, you are advised to contact the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or visit their website at www.travel.state.gov. You assume full and complete responsibility for investigating and verifying any and all passport, visa, vaccination, or other entry requirements of the countries in which you will travel, and all health, safety and security conditions in those destinations. In the event of an active State Department or CDC warning against travel to the specific destination(s) of the trip, should the participant still choose to travel, notwithstanding any advisory or warning, the participant assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

COVID-19 VACCINATIONS . . .

In compliance with general travel industry standards, and until further notice, Hands On Travel requires that you exhibit updated proof of Covid-19 vaccination in order to participate on all of our tours. In addition, Hands On Travel requires you to comply with current company policies and standards for travel during Covid-19, which will be communicated to you by your tour manager before and during the tour. Non-compliance with our conditions will result in exclusion from participation on our tours, and forfeiture of any unused tour value.

RISKS . . .

There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to: hiking, walking safaris, climbing injuries and altitude sickness, and in all trips: dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Participant assumes all such risks regarding these possibilities and is hereby given notice that hospital and/or health facilities/personnel for treatment of serious medical problems are often unavailable, and further that evacuation, if available, can be prolonged, difficult and expensive. HOT assumes no liability regarding provision of medical care



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or evacuation services and hereby provide notice that any of our staff or contractors who may provide emergency medical care in the field may not have had formal medical or first-aid training and would be acting only as "Good Samaritans."

PHYSICAL FITNESS & MEDICAL CONDITIONS . . .

As a tour company that caters to people using sign language, we make our best effort to accommodate any special needs that our customers may have. If you have issues which may affect your participation in a tour, you must provide us with full details of your physical fitness and medical condition(s) so that we can try to advise you as to the suitability of your chosen tour. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate your needs, we will not confirm your participation in the tour. If you did not provide us with full details of your physical fitness and medical condition(s) prior to the tour start date, we will cancel your participation in the tour and impose applicable cancellation charges when we become aware of these details.

HIGH SCHOOL STUDENT BEHAVIOR . . .

Any high school, in agreement with the Educational Tour Itinerary developed by HOT, will ensure that its students comply with school rules and policies and will be responsible for student behavior agreements or contracts that are signed by students. HOT will not be responsible for such students' behavior or discipline during the tour. In addition, any high school, in agreement with the Educational Tour Itinerary developed by HOT, (a) will be responsible for the supervision of students if they have to be separated from the group or serve a consequence (e.g. staying at a hotel all day and missing out activities), (b) will absorb additional costs of sending a student back home, while HOT will support with logistics, and (c) will ensure that parents need to understand and support disciplinary actions, if taken, in accordance with the student behavior agreement.

COLLEGE/TECHNICAL/UNIVERSITY STUDENT BEHAVIOR . . .

Any institution of higher education, in agreement with an Educational Tour Itinerary developed by HOT, will ensure that its students comply with school rules and policies and will be responsible for student behavior agreements or contracts that are signed by students. HOT will not be responsible for such students' behavior or discipline during the tour.

PHOTOGRAPHS AND VIDEOS . . .

Hands On Travel reserves the right to take photographs and videos during tours and of participants and to use those photographs and videos in our promotional materials without compensation. We will ask for your permission before using a recognizable photo of you. If later you find that you don't like a particular use of a photograph or video of you in our materials, please notify us. In the case of electronic media (e.g. website or social media), we will remove it immediately. In the case of printed material (including CDs/DVDs), we will not include it in future printings.

RELEASE AND DISCHARGE FROM LIABILITY . . .

Hands On Travel acts only as an agent for the supplier with respect to transportation, lodging and other services from various independent suppliers and exercises every care possible. As a result, we are not liable for any negligent or willful act of any such person or entity or of any third person in connection with the provision of goods or services. In addition and without limitation, Hands On Travel is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time or other causes beyond our control. In the event HOT provides transportation to you, you acknowledge that HOT does not carry insurance that will cover any losses or injuries you may suffer as a result of such transportation. All such losses and expenses must be borne by the you, as participant, as tour prices include arrangements only for the time stated. Excepting only liability that directly arises from the gross negligence or willful misconduct of Hands On Travel, you, individually, and on behalf of your heirs, successors, assigns, and personal representatives, hereby release and forever discharge Hands On Travel, its employees, agents, servants and contractors, from all claims of liability for personal injury, death or property loss arising out of or resulting from an incident that occurs during a tour in which you are a participant. All tour itineraries and prices are subject to change, which would not be cause for refund. We also reserve the right to amend typos and misprints in pricing and other trip information. The right is reserved to cancel any tour prior to departure, in which case the entire payment will be refunded minus any non-refundable payments that HOT has been made to suppliers, banks, and other companies, without further obligation on our part. If a tour participant fails to make payment, then we reserve the



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right to cancel that reservation without any obligation to refund or make alternative arrangements. We also reserve the right to decline to accept or to retain any person as a member of the tour, or to require a tour participant to withdraw from the tour at their own expense when such an action is determined by tour staff to be in the best interest of the participant's health and safety, and that of the group in general. As necessary, Hands On Travel may require you to individually and affirmatively acknowledge that you waive liability, whether substantively in the same form as this Paragraph, or as it applies to the tour you participate in.

ARBITRATION AGREEMENT . . .

The laws of the State of Arizona shall govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Limits of Liability clause, or any information relating in any way to the tour, or to the tour itself, shall be settled solely and exclusively by binding arbitration in Arizona, USA, in accordance with the rules of the Arbitration Association then existent. In the event an action or proceeding is initiated by the Participant in an improper venue outside of the State of Arizona, the participant agrees to pay Hands On Travel's costs and reasonable attorney fees associated with defending such action or proceeding in the improper venue.

SEVERABILITY . . .

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall survive and remain in full force and effect. Notwithstanding, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.