

# 2022 Terms and Conditions

Country Travel DISCOVERIES, LLC is a full-service tour operator conducting first class tours throughout the US, Europe, Canada and to the Holy Land. These terms and conditions (the "Agreement") describe what you are legally entitled to expect from us when you book your trip, in addition to important obligations you make as a customer that effect your legal rights. The terms "we", "us", "our", and "CTD" refer to Country Travel DISCOVERIES, LLC. The term "you" "participant" "customer" refers to the customer visiting our website, and/or booking a reservation through us.

**PARTICIPANT ACCEPTANCE OF THESE TERMS AND CONDITIONS** By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your travel arrangements. The lead participant (defined as the participant who reserves the trip) assumes the responsibility of sharing these Terms and Conditions with each trip participant, including payment of all amounts when due. It is the responsibility of each participant to read our terms and conditions in its entirety. CTD is not responsible for any participant's unawareness of the terms and conditions due to the failure of the lead participant to share this information with all other participants. If you do not agree with our terms and conditions you should speak with us before making any booking.

You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these terms and conditions and to check back from time to time for any changes. Your continued use of our services after any changes are made constitute your acceptance of such changes.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You understand that you are financially responsible for any use of our services by you and those for whom you make bookings.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and/or (d) our right to debit your account for any costs we incur as a result of such violation.

**Cancellation & Refund Policy:** CTD is required to pay all suppliers well in advance of your tour date. Our suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary we must receive your cancellation notice in writing, and it will become effective only when received by Country Travel DISCOVERIES, LLC (CTD). Upon, receipt, CTD will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not CTD. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to remit a refund. In addition to terms of our suppliers, any refund will be at our sole discretion, and will be subject to the following fee schedule. The cancellation fee per person will be determined by the number of days remaining until your tour departure date (day of departure is counted as Day 0).

## U.S. & Canada Destinations:

(Except Best of Alaska, New York City at Christmastime & Canadian Rockies by Rail)	90-61 days.....\$250
45 or more days.....\$100	60-31 days..... 50% of the tour price
44-31 days.....\$250	30-15 days..... 75% of the tour price
30-15 days..... 25% of the tour price	14 days or less .....No refund
14-8 days..... 50% of the tour price	
7 days or less.....No refund	

## Best of Alaska

181 or more days.....\$100
180-91 days.....\$250
90-61 days..... 25% of the tour price
60-31 days..... 50% of the tour price
30-15 days..... 75% of the tour price
14 days or less.....No refund

## Europe, Holy Land & New York

City at Christmastime (Except European River Cruise Tours and Oberammergau):
91 or more days.....\$100

**Payment Schedule:** Because of the extensive planning that goes into each of our trips, costs are incurred long before your departure date. Each reservation requires a \$250 per person deposit planning fee (except Oberammergau's Passion Play, which requires a \$500 per person planning fee) to be credited toward your final payment. Some or all of your deposit may be non-refundable per our cancellation schedule noted in these Terms & Conditions. Final Payment is due 60 days prior to your departure except for Oberammergau's Passion Play (due 150 days prior to departure), European River Cruises and Canadian Rockies by Rail (due 120 days prior to departure), Best of Alaska, Australia and New York City Christmas (due 95 days prior to departure). You will receive an invoice stating the exact due date. If final payment is not received by the due date, a \$50 per

## Your Travel Price Includes:

- Quality hotel accommodations.
- Entrance fees for attractions described in the itinerary.
- Meals as specified in the itinerary.
- Country Travel DISCOVERIES' Director or Representative.
- Modern transportation as specified in the itinerary.
- Luggage handling of one suitcase per person at hotels.
- Gratuities for included meals.
- Government imposed taxes, fees and airline fuel surcharges.

**Your price does not include:** Transportation from your hometown to the tour's depart/return city, personal purchases, laundry and cleaning, telephone calls, optional land and shore excursions, optional Travel Protection Plan, some meals, passport and visa fees, port taxes, airline imposed baggage fees on air flights, gratuities to airport baggage porters, motorcoach drivers, cruise personnel and tour directors. Some tours do not include airport shuttle service to your hotel or vehicle parking. *Please note: This is not an exhaustive list of items not included in your travel.*

person late fee will be assessed or your reservation may be cancelled, at our sole discretion. Such cancellation will be considered a cancellation by customer, and cancellation charges will apply as detailed above. Payments can be made by check or credit card. While we do accept major credit cards including Visa, Mastercard, and Discover, participants may be required to provide to us a signed charge authorization agreement for transactions for your trip. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of CTD, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

**Travel Prices:** The travel prices listed in our catalog and related materials are based on currency exchange rates in effect at the time CTD prices its tours. All travel prices are subject to revision in the event of a fluctuation in tariff, currency rates, or other factors which are beyond our control. In addition, fuel surcharges and departure taxes are subject to revision until time of airline ticketing which is approximately 30 days prior to departure. Every effort has been made to publish accurate pricing. We reserve the right to correct errors. Prices are quoted in U.S. dollars.

**Change Policy:** Changes to a reservation such as departure date or traveler name will incur a \$25 per person transfer fee. In addition, any penalties or fees imposed by our suppliers will be charged. If this change or a change to your pre/post-tour hotel is made within 65 days of departure, you will also be responsible for any penalties or fees imposed by our suppliers. All changes are subject to availability. Optional excursions become non-refundable 14 days prior to departure.

**Cancellation by CTD:** CTD reserves the right to cancel any tour at its sole discretion. In the unlikely event a tour is canceled by CTD and CTD is unable to reschedule, all funds collected from any participant will be promptly refunded in full. Money is refunded to the original payer.

**Force Majeure:** CTD shall not be responsible for, and may make no refund and may pay no damages in the event of cancellation due to Force Majeure, and/or for events beyond its control, such as, without limitation, acts of God, strikes, acts of war, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of Third Parties or other parties not under the control of CTD and all similar events outside our control.

**Eligibility and Mobility:** To fully enjoy your travel experience, you should be in good physical and mental health. If you have any physical or mental limitations, please advise us of your situation when making your reservation. Travelers who require assistance must be accompanied by an able companion who will provide all necessary assistance, and may not be able to participate in all stops. We reserve the right to decline or remove anyone whose health or behavior impacts the safety, welfare or enjoyment of the group. There are times when a good deal of walking is involved in our tours. Those who have difficulty walking should consult with their doctors before deciding to travel. Due to the nature of our tours, we are unable to accommodate travelers using mobility devices. For the safety of our guests, CTD reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

**Transportation to/from Destination:** Airline and other transportation arrangements should not be purchased until you receive our "Get Set" Mailing which includes the required arrival times into our starting city on the day your tour begins and suitable departure times on the final day of our tour. CTD will not be responsible for change fees, including any non-changeable airline or other

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transportation tickets that are purchased at any time, unless a change in itinerary is announced by CTD after the Get Set mailing arrives.

**Entry Requirements:** A valid U.S. Passport is required for air travel to/from the U.S. U.S. citizens crossing by land need to present a valid U.S. Passport, a U.S. Passport Card or a WHTI-Compliant Travel Document for travel to/from the U.S. Passport applications are available at your local post office or online at <http://travel.state.gov>. If your passport is other than U.S. issued, please advise us in writing as other documentation may be required. Some countries require a minimum period (generally 6 months) from scheduled return date of your trip until passport expires.

Failure to present proper proof of citizenship can result in denied entry, and you may not be able to join and/or continue with our tour. CTD will not be responsible for the accuracy of your citizenship documents or any additional costs incurred due to incomplete documentation. All passengers should check with the appropriate consulate for entry requirements. Obtaining appropriate documentation is the passenger's responsibility. CTD bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

Travel to many parts of the world may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare. Because each guest's risk tolerance is different CTD is not in a position to advise or recommend whether travel to any particular place at any particular time should take place. It is recommended that the guest should refer to objective third-party sources of travel information, such as that maintained by the U.S. Department of State ([travel.state.gov](http://travel.state.gov)). In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking devices. Should you choose to travel to a country that has been issued a travel warning or advisory, CTD will not be liable for damages or losses that result from travel to such destinations.

**Disclaimer of Liability and Release:** Country Travel DISCOVERIES, its employees, representatives, agents and assigns (CTD) acts as an independent contractor that arranges travel-related services for tour packages. Neither CTD nor their agents or affiliates act as your agent or as an agent for others who provide services in connection with any tour, including, but not limited to, hotels, restaurants, sightseeing and transportation. These service providers also act as independent contractors. We issue tickets, vouchers, and other travel documents for such services as an agent for the companies that furnish such services. Such tickets, vouchers, and other travel documents are subject to all terms and conditions of the respective suppliers (some of them may limit or exclude the supplier's liability). CTD, its agents, direct and indirect owners and affiliates shall not be responsible or liable for any loss, damage, injury, death, delay or inconvenience arising out of or related to any act, omission, negligence, accident, error or default of any company or person engaged in providing such services or any defect in any vehicle or other equipment, and we shall not be responsible or liable for other occurrences and conditions that are beyond their control, including, but not limited to, strikes, theft, weather, acts of terrorism and acts of God. You agree to defend and indemnify CTD and its agents, owners, affiliates, employees and their successors, and save them harmless from and against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, arising from any act, omission, negligence, accident, error or default of any independent contractor or due to damages caused by the passenger to the fullest extent allowed by law. You agree to release CTD, its agents, direct and indirect owners and affiliates from all such liability and to look to those who provide services in connection with your tour for recovery of any loss, damage, injury, death, delay or inconvenience. CTD reserves the right to decline or remove any person as a member of a tour whose actions, physical or mental health, or behavior are considered detrimental to the group's welfare and to change the itinerary including accommodations or to withdraw any or all tours or portions thereof. If this is necessary, we will resume the scheduled itinerary as soon as possible. If you are removed from the tour you will not be entitled to any refund.

39 Degrees South, Fountain Gate, Australia, Abbey Tours, Dublin, Ireland; Agritours Slovakia, Zvolen, Slovakia; Enchanted Ireland Tours - Killarney, County Kerry, Ireland; Fly My Group, Bozeman, MT; Holland America Line, Inc., Seattle, WA; Holt DMC France, Paris, France, Rocky Mountaineer, Vancouver BC; Luftner Cruises, Innsbruck, Austria; TayMac Tours, Halifax, NS; Terra Lu Travel & Consult, Homberg, Germany; Tour & Travel Resources, Long Grove, IL; and Travel Partner Group, Vienna, Austria; are responsible for arrangements on certain tours. Certain tour departures listed in this catalog operated by Sunrise Tours, Kirkwood MO.

The sole and exclusive responsibility and liability of international airlines shall be in accordance with and as limited by the contract of carriage in the passenger's tickets and applicable tariffs.

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. Travelers are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and hereby agree to accept any and all risks. As lawful consideration for the agreement with CTD to participate in such trips and activities you agree to not make a claim against CTD, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release CTD, its related

companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the guest occupies a motor coach seat fitted with a safety belt, neither CTD nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

**Travel Protection Plan:** CTD takes every reasonable step to ensure safe travel. CTD recommends that travelers purchase travel protection to help safeguard against losses if you need to cancel or have a medical emergency while traveling. Such plan at a minimum should cover Trip Cancellation or Interruption, Cancel for Any Reason, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. For your convenience, we offer a reputable travel protection plan. CTD is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. CTD cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. CTD cannot be held responsible for denied entry if a guest is unable to provide details to authorities of insurance or denial of entry for any reason. Declining travel protection plan coverage could result in the loss of your travel cost and/or require funds to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.

**Interpretation and Disputes:** These Terms are governed by the laws of the State of Wisconsin, without regard to any conflict of laws and/or provisions. All disputes or causes of action shall be brought exclusively in Waukesha County, Wisconsin with respect to any dispute arising under these Terms, unless otherwise specifically agreed by CTD in its sole discretion. In the event of any dispute, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable, then the provision shall be severed and the remaining terms of these Terms shall be interpreted and read to give them maximum enforceability. Any cause of action or claim must be commenced within one (1) year after the action or claim arises.

**Entire Agreement:** These Terms constitute the entire agreement between you and CTD with respect to your travel, your reservation and your request for a reservation. These Terms supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms will be effective only if in writing and signed by CTD. These Terms will inure to the benefit of CTD's successors and assigns. CTD reserves the right to modify these terms and conditions at any time without prior notice to clients.

**Updates:** Updates to terms and conditions in between publication of new editions are available upon request or online at [CountryTravelDiscoveries.com/terms](http://CountryTravelDiscoveries.com/terms).

**Questions? Country Travel DISCOVERIES**  
13416 Watertown Plank Rd, Suite 200, Elm Grove, WI 53122  
855-744-8747(TRIP) • 262-923-8120  
[info@CountryTravelDiscoveries.com](mailto:info@CountryTravelDiscoveries.com)  
[www.CountryTravelDiscoveries.com](http://www.CountryTravelDiscoveries.com)

## 2022 COVID Update

In 2022, we will require all travelers to be fully vaccinated to join a Country Travel DISCOVERY Tour. Each traveler will receive a vaccination questionnaire, personal attestation, and waiver to submit in preparation for your vacation.

## Solos Share Program

**Country Travel DISCOVERIES, LLC** welcomes solos of all kinds, on all tours: friends, siblings and singles. We would be happy to "pair up" solo travelers of the same gender, qualifying you both for the per person double occupancy price. If we cannot match you with an acceptable roommate prior to your final payment due date, you can travel at the single occupancy price or receive a full refund.

"A great way for women alone to travel. Can count on having a good time and being safe."

— M.F., Ohio

