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# TOUR TERMS AND CONDITIONS

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**varsity**

SPORTS & EDUCATIONAL TOURS

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## 1. GENERAL PROVISIONS

1.1. The Group and Varsity mutually agree to proceed on the basis of trust, good faith, and fair dealing.

1.2. This Agreement is solely for the benefit of the parties hereto. This Agreement, along with its attachments, represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The

parties agree to look solely to each other with respect to the performance of the Agreement. This Agreement may be amended only by written instrument signed by both parties.

1.3. Any and all Attachments listed in the provisions of this Agreement must be signed before this Rider and the Contract of which it is a part takes effect.

## 2. DEFINITIONS

2.1. The "Tour" is the event undertaken by the Group and for which services are being arranged by Varsity.

2.2. The "Departure Date" is the first day of the listed Tour Dates.

2.3. The "Tour Cost" represents all monies, fees, and deposits due by the Group to Varsity Sporting Events under this Agreement.

2.4. The "Tour Manager" is an employee or a person hired by

Varsity who is responsible for traveling with the Group and ensuring that the Tour goes as smoothly as possible.

2.5. A "Traveler" is an individual member of the Group who is participating in the Tour.

2.6. The "Itinerary" is the schedule of the Tour and is primarily defined by Attachment B to this Rider.t

## 3. VARSITY RESPONSIBILITIES

3.1. Varsity will provide a Tour Manager to the Group for the duration of the Tour, subject to the provisions of this Agreement.

3.2. Varsity agrees to arrange for the services listed in Attachment A to this agreement to be provided to the Group by local hoteliers, restaurateurs, airlines, tour operators, schools and sporting clubs in accordance with the Itinerary listed in Attachment B. Bear in mind that these local providers with whom Varsity does business may cause changes to the Itinerary. Varsity will provide the Group with information on such changes as soon as Varsity is informed of these changes and will work with Group to maintain the services included in and the Itinerary of the Tour as closely as possible.

3.3. Varsity will take every precaution to provide for the safety and well-being of each Traveler during scheduled activities listed on the Itinerary (Attachment B). However, Varsity cannot and does not assume any liability for damage, injury or death that may be sustained by any Traveler or any third party, or loss or damage to any property of any Traveler or any third party while participating in the Tour. Varsity shall have no responsibility to supervise or control the behavior or activity of any traveler when the Traveler is engaged in an activity that is not on the published itinerary of the Tour. Likewise, Varsity shall have no responsibility or liability for any injury or death of a Traveler engaged in said activity.



## 4. GROUP RESPONSIBILITIES

4.1. The Group must provide final lists of all travelers to Varsity in accordance with the cut-off dates listed in Attachment C and subject to the penalties and costs listed in that document.

4.2. The Group agrees to make all payments and deposits outlined in Attachment C to this Agreement as scheduled. Failure to make any payments as scheduled therein will constitute a material breach of this Agreement.

4.3. The Group must inform Varsity of any changes or revisions to the Tour or its Itinerary as early as possible. All type of amendments are subject penalty fees imposed by Varsity and or its vendors in addition to possible changes in price at the time of rebooking. A change of destination constitutes a cancellation, and will be subject to full cancellation fees.

4.4. The Group is responsible for ensuring that all Travelers have complied with all applicable health requirements. Required inoculations, if any, must be recorded by an individuals' health practitioner on a valid vaccination certificate which each Traveler must carry for proof of inoculation where required. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs.

4.5. The Group is responsible for ensuring that all Travelers have the proper travel documents and MUST CHECK with their respec-

tive consulate(s) or visa agency to determine whether any visas are required.

4.6. The Group is responsible for ensuring that every Traveler behaves in a manner that will not endanger the health or safety of the Traveler, his property, or any other person or property. The Group acknowledges that prudent behavior is required by each Traveler when traveling in a foreign country and the Group assumes responsibility for the behavior of each Traveler to ensure each Traveler behaves in a prudent manner at all times while on the Tour. The Group warrants that each Traveler has been made aware of the risks and hazards inherent in travel and in participating in any activity associated with the Tour, and that each Traveler hereby elects voluntarily to join said Tour.

4.7. Should the Group, or any member of the Group, be engaged in a sports activity while on the Tour, the Group shall be responsible for any damages, injury or death of a Traveler that shall occur in connection with the Traveler's participation in said sports activity. The Group is responsible for making sure each Traveler has appropriate training and experience in the sport he/she is playing and insurance to cover the cost of treatment for any injury related to the sports activity.

## 5. PAYMENT, DEPOSITS AND TERMS

5.1. Portions of the Tour Cost will be due in stages to ensure guaranteed reservations with service providers. All payments and deposits must be made on time and in accordance with Attachment C to this Agreement.

5.2. All payments and deposits are to be made in U.S. dollars. Methods of payment include checks, direct deposits or wire transfers. Payments are not considered complete until Varsity receives deposit confirmation from its bank.

5.3. Many of the services included in this tour are quoted in U.S. dollars but payable in a foreign currency on the day the expense is

incurred. Therefore, fluctuations in currencies can affect the cost of the tour by increasing the cost of certain services. Varsity will notify the Group if such fluctuations necessitate an increase in the overall cost of the tour at the earliest possible opportunity. Such increases will be in proportion to the change in the respective values of the U.S. and foreign currencies from the execution date of this agreement to the date when such services are obtained.

5.4. Some deposits will be required to hold space for the group with providers of services contracted by Varsity. In some cases, deposits are collected and refunded at the conclusion of the trip and do not apply to the purchase price of the service.



## 6. CONSIDERATIONS RELATING TO TRAVEL ARRANGEMENTS, HOTEL ACCOMMODATIONS, AND MEALS

6.1. Varsity acts only as an independent contractor acting on behalf of neither the customer nor the suppliers and principals. All exchange orders, coupons, and tickets are issued subject to the terms and conditions under which such means of transportation, accommodations, and other services are offered or provided. Varsity does not own nor operate the hotels, motor coaches, airlines, cruise lines, or any other service providers which compose their tours, and will not be held responsible for changes and/or cancellations for any reason by airlines, hotels, or cruise ships.

### 6.2. AIRLINES

6.2.1. Once issued, airline tickets are non-refundable. Airline schedules and flights are subject to change without notice. Varsity is not responsible for penalties incurred for tickets due to schedule and/or flight changes.

6.2.2. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flights are heavily booked even when normal ticketing rules do not require tickets to be issued until a later date. In this instance, Varsity will require immediate and full payment of the airfare and airport taxes and fees. This situation overrides previously agreed to terms and conditions and payment due dates. If full payment is not received, seats will be cancelled by the airline and may not be available to be rebooked on the same flights or at the same airfare. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

6.2.3. Due to newly introduced security measures, any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to availability at the time of rebooking. Once full payment is received, airline tickets will be issued. Subsequent name corrections can require an airline rebooking fee, additional charges from increases in ticket price. Varsity will not be held responsible for the denial of services by a carrier due to any name discrepancy.

6.2.4. All airline tickets are subject to a variety of foreign and domestic government taxes which include security charges, the September 11th Security Fee, airport facility charges, customs and immigration fees, inspection fees and fuel surcharges. These taxes and fees may vary prior to airline tickets being issued. Varsity reserves the right to amend the airport taxes & fees to reflect any changes prior to ticketing.

6.3. Rail, Ship, and Ferry tickets are generally valid for the dates and times specified and once issued are non-refundable. The possibility of date and/or time changes once issued is strictly subject to availability and may be accompanied by rate increases.

6.4. Hotel accommodations will be provided in accordance with Attachment A. Varsity reserves the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations. Rooms may be single-bedded, standard twin-bedded, triple-bedded, or multiple bedded with or without private facilities, according to the category for the Group requested. Room selection in all cases, unless otherwise reserved, is strictly at that discretion of the hotel's management on a run-of-house basis. The number of persons accommodated does not dictate the room size. All hotel rates are based on Varsity agreements with its suppliers and are not negotiable. Hotel check-in time is generally not before 2:00 p.m. and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late-night flight is being used. If a day room is included in the itinerary, check-out will normally be 6:00 p.m.

6.5. Meals on tour will be provided as agreed to and listed in Attachment A. Meals are based on the hotel's or restaurant's menu. Meals may not include a mandatory gratuity (approximately 10% based on the actual prices of food and beverages consumed) that is payable directly to the provider unless otherwise noted in Attachment A.t



## 7. TOUR CANCELLATION POLICY

### 7.1. CANCELLATION BY GROUP

Upon determining to cancel the tour, the Group must notify Varsity of that determination in a writing sent by certified mail to Varsity. The cancellation shall take effect on the day the written cancellation is received.

### 7.2. CANCELLATION BY VARSITY

7.2.1. In the event that Varsity must cancel the tour for any reason, other than due to a failure on the part of Group to comply with any provision of this Agreement, the Group will be offered one of the two following options.

OPTION ONE: Varsity will develop a tour of similar scope on alternative dates approved by the Group. Varsity will strive to maintain the budget established for the original tour; however, since pricing is not guaranteed, any increases or reductions associated with the new tour will be the responsibility of the Group.

OPTION TWO: A full refund of all monies paid by the Group to Varsity.

7.2.2. In the event that Varsity cancels the tour as a result of a failure on the part of the Group to comply with the terms of this agreement, Varsity retains sole discretion to fulfill either of the options listed under 7.2.1.

## 8. MISCELLANEOUS PROVISIONS

8.1. Neither party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, or strikes, or acts of other third parties. A party whose performance is affected by such a condition shall be excused from such performance to the extent required by the condition so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

8.2. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provision of any agreement, document, or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver, and carry out the terms of this

Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid, and binding obligation of the parties and is enforceable in accordance with its terms.

8.3. Varsity, or its Tour Manager, reserves the right to reject or expel any Traveler who is deemed by Varsity to have acted in a fashion or manner which is inappropriate in any way. All expenses to do so will be borne by the Traveler and/or Group. If, while on tour, Varsity is forced to cancel any portion of the trip due to poor behavior of the Group or any Traveler, Varsity will not be responsible for any additional costs that result. In extreme situations, Varsity reserves the right to withdraw its Tour Manager services.

8.4. Group shall not unreasonably withhold and or limit Varsity's use of the content of tour satisfaction surveys, photos, video or any other type of social media content of the Group on tour for the purposes of promoting Varsity's business to prospective future prospects and clients.

By signing this agreement, you are confirming that you understand and have accepted the Terms and Conditions on behalf of you and those traveling with you/your organizations.



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**THANK  
YOU**