



Students On Tour

Printable Terms and Conditions

TERMS AND CONDITIONS

NOTE: Your acceptance at the end of this section (“Terms and Conditions”) will be your agreement to the terms and conditions. Please read them carefully. If you have any questions, make sure they have been answered to your satisfaction before accepting.

CANCELLATION POLICIES:

DEPOSITS:

- **NON-REFUNDABLE** and **NON-TRANSFERABLE**
- Considered earned by STUDENTS ON TOUR® upon receipt – and by which time STUDENTS ON TOUR has spent considerable time in making arrangements on your behalf.

WITHIN THE LAST FIFTY (50) DAYS OF DEPARTURE:

- Charged one and one-half (1 ½) times the amount of your deposit.
- Charged the total amount of all non-refundable amounts paid and that will be required to be paid, on your behalf as a result of your cancellation, including any rooming supplement your absence would necessitate.
- Any costs or penalties associated with airline tickets are charged to someone cancelling once an airline ticket has been written. This could be the entire cost of the airline ticket.
- STUDENTS ON TOUR may cancel any participant not fully paid, and in such case all of the cancellation charges within this column apply.

WITHIN THE LAST EIGHT (8) DAYS OF DEPARTURE:

There is no refund for cancellations occurring within the last eight days of departure.

NO SHOWS:

If any participant or the group as a whole, does not show up for the scheduled tour departure, the participant or group is considered cancelled of its own volition.

CANCELLATION PROTECTION: You can protect yourself if you must cancel for verified medical reasons if you purchase the optional Medical Cancellation Waiver, the cost of which is an optional fee and is non-refundable for any reason immediately upon being paid. The cost is shown in the medical section of this online registration form.

IF STUDENTS ON TOUR CANCELS YOUR TOUR: If STUDENTS ON TOUR cancels your group's tour (as opposed to you cancelling, or the school cancelling, or you individually being cancelled for non-payment) we must and will refund your money within fourteen (14) days.

BEHAVIOR GUIDELINES AND DRESS CODE:

BEHAVIOR:

- STUDENTS ON TOUR and/or the organizer of this tour reserves the right to send home any participant, at their parent's or guardian's expense, whose behavior interferes with the enjoyment or safety of the other participants or who violates stated guidelines or rules.
- Possession of alcohol, non-prescribed drugs, or tobacco by students is specifically prohibited.
- Further guidelines are given on the first day of each tour and as needed.
- Any rule that would apply at the participant's school is automatically included within the understood guidelines and rules of the tour.

DRESS CODE:

- No clothing showing, referring to, stating, or implying anything to do with alcohol, drugs, profanity, or sex is allowed.
- No clothing referring to or picturing any musical group or individual is allowed.
- Very baggy clothing or revealing clothing is not allowed.
- Finally, any clothing thought objectionable by the trip organizer or your STUDENTS ON TOUR tour leader will not be allowed.

FINANCIAL PROTECTION PLAN:

FINANCIAL PROTECTION PLAN DETAILS:

STUDENTS ON TOUR has a client trust account with Dairy State Bank administered by an independent firm of Certified Public Accountants.

All of your payments are payable directly to a special FDIC insured client trust account at Dairy State Bank in Rice Lake, Wisconsin.

STUDENTS ON TOUR will process your payments and remit them to Anderson, Hager, and Moe, Certified Public Accountants, who will then deposit them with Dairy State Bank. Anderson, Hager, and Moe, Certified Public Accountants will then make payments for your tour as those payments come due. Your initial deposit, which is no-refundable, will be paid to STUDENTS ON TOUR by Anderson, Hager, and Moe, Certified Public Accountants upon request by STUDENTS ON TOUR. All other amounts will remain in the trust account for payment of trip bills. Finally, five (5) banking days after the scheduled completion of the tour (and after STUDENTS ON TOUR should have rendered the services to you) Anderson, Hager, and Moe, Certified Public Accountants will remit to STUDENTS ON TOUR that money still in the group's account and STUDENTS ON TOUR will pay the remaining miscellaneous bills.

In the highly unlikely event that STUDENTS ON TOUR ceases to operate, you must file a refund claim with Anderson, Hager, and Moe, Certified Public Accountants for that portion of

the money you paid which is in the client trust account. Your claim must be filed no later than two days after your scheduled return date. Claims must be submitted to Anderson, Hager, and Moe, Certified Public Accountants at 827 Hammond Avenue, Rice Lake, WI 54868.

This special financial protection is meant to make sure that funds will be available to pay the providers of accommodations and services for your tour, and provides a level of financial security for you that is unmatched in the student tour industry. The client trust account is not intended to circumvent the provisions of this document including those found within the "Cancellations", "Conditions", and "Behavior Guidelines" sections. In other words, it is not meant to let people avoid cancellation fees, etc. The Agreement between Anderson, Hager, and Moe, Certified Public Accountants and STUDENTS ON TOUR says that "This Agreement shall not obligate Anderson, Hager, and Moe, Certified Public Accountants to hold account funds in the event of a dispute between tour participants and STUDENTS ON TOUR. Anderson, Hager, and Moe, Certified Public Accountants may rely on any notice or instruction of STUDENTS ON TOUR...provided such notice or instruction directs Anderson, Hager, and Moe, Certified Public Accountants to make a distribution permitted under this Agreement."

CONDITIONS:

LISTED CONDITIONS:

- Tour participant waives and releases any and all claims against STUDENTS ON TOUR for delays, losses, or accidents involving tour participants or their belongings by whatsoever cause.
- STUDENTS ON TOUR specifically disclaims any liability for accidents involving swimming activities. Tour participants swim at their own risk.
- STUDENTS ON TOUR reserves the right to withdraw the tour, or any part of it, to make alterations in the itinerary which to us seem necessary, or to substitute services of comparable value, to refuse to accept or retain as a member of the group any person, at any time, and to pass on to tour participants any costs brought on by events beyond our control.
- Should an airline make any special assessment, or should a governmental agency levy any tax or assessment, we reserve the right to pass on such costs.
- Tour participants agree that any photographic or video images that might be taken of them by STUDENTS ON TOUR may be used by STUDENTS ON TOUR or its sister company for promotional purposes without further authorization or compensation.
- Limitation of Liability. Liability against STUDENTS ON TOUR, its agents and its representatives is expressly limited to the price of the tour, whether any such claims are in contract, tort, or equity.
- A parent's or guardian's acceptance at the end of the application grants permission for any doctor, dentist, or hospital or accompanying teacher or Students on Tour, Inc. staff person to act in the parent or guardian's behalf in taking whatever measures they feel are necessary in the event of sickness or injury requiring or thought to require medical attention during the period of the tour. A parent or guardian will be responsible for the uninsured costs. Parents and/or guardians waive any and all claims for actions taken in good faith in exercise of judgment.

By accepting these terms and conditions of this agreement you agree and consent to personal jurisdiction in either the Circuit Court of Barron County, Wisconsin, or the United States District Court, District of Wisconsin, Western District, that the laws of the State of Wisconsin shall apply to any disputes between you and STUDENTS ON TOUR and that any litigation initiated by either you or STUDENTS ON TOUR and relating in any way to this document or the services we provide shall be venued in either the Circuit Court of Barron County, Wisconsin, or the United States District Court, District of Wisconsin, Western District.

RV 4/20/2017