

# **TripUSAFrance Terms and Conditions**

TripUSAFrance, LLC referred to in this document as “TripUSAFrance”, “Tour Directors”, “the company”, “Us, and “We”. Person, persons, or group booking a tour with TripUSAFrance referred to as “You”, “your”, “guest(s)”, “participant(s)” and “traveler(s)”. Tour is defined as the inclusive travel package offered by TripUSAFrance. Tour start date is defined as the date of the first day of the tour.

TripUSAFrance may, in its sole discretion, decline the booking of any guest or remove any guest who cannot comply or refuses to comply with TripUSAFrance’s terms and conditions. TripUSAFrance is not responsible for any costs incurred in the event a guest is removed from a tour. Guests agree not to hold TripUSAFrance or any of its related entities liable for any actions taken under these terms and conditions.

## **RESERVATIONS & PAYMENTS**

**Reservation:** You may make a reservation for a tour by booking online or calling TripUSAFrance and booking over the phone. You will receive a confirmation by email within 24 hours of booking your trip. If the deposit specified for your booking is not received in 7 days the reservation will be cancelled. Payment in full at time of booking is required for reservations within 180 days of tour start date. In the unlikely event we are unable to confirm your reservation, we will refund any amount paid to us for the tour. We recommend that you do not book your flight ticket until you receive our confirmation that current bookings for your tour have satisfied our minimum number of tour participants to operate the tour. We are not responsible for any cancellation fees incurred on any other travel arrangements including air tickets purchased before or after tour confirmation is sent.

### **Payment schedule for tour reservations**

**Deposit required to book a tour:** A deposit equal to \$500 USD per participant is required to make a reservation for a tour. Deposit becomes non-refundable, non-transferable within 180 days of the tour start date. Payment in full is required for tours starting within 180 days at time of booking and are immediately subject to the cancellation fees described in this document.

**Final Payment:** Remaining balance of the reservation is due at least 180 days prior to tour start date. If payment is not received 180 days before the tour starts your reservation may be cancelled.

1. Your payment for deposit and/or final payment indicates your compliance with our booking terms and conditions, whether or not you have actually signed a printed copy. We accept payments in the form of checks, money orders, MasterCard, Visa, American Express, Discover Card, Paypal, and bank transfers. Payments by check are not deemed

received until payment is cleared. Your reservation will be confirmed within 24 hours after booking your tour. Verbal authorization of your credit card gives consent to charge your card to make payments or deposits for your reservation with us. For security purposes, we are required to collect the billing address for your credit card as well as the customer verification code. After charging the deposit amount to your card for the tour, you will be sent a confirmation email ensuring your reservation within 24 hours.

2. Deposit is required within 7 days of making a reservation. Reservations made within 180 days of tour start date are immediately subject to cancellation fees. Your reservation will automatically be cancelled if the deposit is not received within the specified time. We will not be responsible for lost reservations.
3. Payment in full for your tour reservation will be due no later than 180 days prior to the tour start date for the tour you are booking. If full payment is not received 180 days before the tour start date, your reservation may be cancelled and deposit will not be refunded.
4. Payment in full is required at the time of booking for reservations made less than 180 days before the tour start date.
5. Any change or substitute of travelers on a reservation must be made at least 14 days prior to the tour start date otherwise it will be deemed a cancellation and applicable cancellation fees will apply. If there is a traveler change on a booking, the following information for the new traveler must be given for the change to take effect: name, phone number, address, email address, and date of birth. We reserve the right to deny traveler substitutions on a reservation for any reason.
6. Any special meal requirements will be made on a request basis only. TripUSAFrance cannot guarantee special meal requests nor will it assume any responsibility if guests' special meal requests are not fulfilled. The restaurants we work with frequently accommodate diners with dietary restrictions.
7. Guests with special needs or disabilities are required to advise TripUSAFrance at the time of booking of any physical, medical or special needs that require accommodating.

## **BOOKING CHANGES, CANCELLATIONS & REFUNDS**

**Booking Changes:** Any alterations will risk the loss of hotel space or increased rates. Changes are subject to availability and may not be possible. You will also be responsible for any hotel fees for any revision or alteration made to a reservation after the booking is confirmed. A requested change of tour date or tour itinerary will be treated as a cancellation, and cancellation fees may apply.

**Switching to another tour:** Changing your reservation to join a tour other than the one that you originally booked is allowed on a case by case basis. You must fill out the "TripUSAFrance Tour Rescheduling Form" and once it has been submitted TripUSAFrance will send an email

confirming or rejecting the change. If a traveler chooses to cancel their new reservation after rescheduling, the cancellation fees will be determined by the number of days prior to the tour start date of the original reservation when the rescheduling request was made.

**Cancellations and refunds:** Notice of cancellation must be made through email directly to [contact@TripUSAFrance.com](mailto:contact@TripUSAFrance.com). There is a 48 hour “free cancellation period” after making a reservation to receive a full refund for any trip booked with TripUSAFrance as long as the reservation was not made less than 60 days before the tour start date. If a person or group does not appear at the specified pickup location at the start of the tour, they will be considered a “No Show” and cancellation fees will apply.

**Cancellation fees:** Cancellation fees are based on the number of days prior to tour start date when cancellation is made:

179 – 120 days: 25% of the total reservation amount  
119 – 60 days: 50% of the total reservation amount  
59 – 31 days: 75% of the total reservation amount  
30 days – 0 days: 100% of the total reservation amount  
No Show: 100% of the total reservation amount

**No Show:** If a person who is a “No Show” contacts TripUSAFrance and makes arrangements to join the tour during their scheduled trip, they will be allowed to join the tour for the remainder of the tour that they reserved, but they will not receive any refund for the missed portion of the tour.

**Absences from tour events:** We regret that no refunds can be made for absences from a tour, including but not limited to missed meals or sightseeing, or your withdrawal from a tour after commencement for reasons of illness, emergency, or unforeseen events or circumstances. If you purchased travel insurance any claims you file for this trip must follow the insurance provider’s guidelines and procedures and are not associated in any way with TripUSAFrance. TripUSAFrance makes no representation or guarantees concerning reimbursements of funds paid by you under any insurance claim.

**Tour Cancellation:** TripUSAFrance reserves the right to cancel or re-schedule any tour for any reason including operating requirements or circumstances beyond its control. In the event a tour is cancelled before the tour start date, TripUSAFrance will try to reschedule the same or similar tour. If there is a difference in cost, it will be at the guest’s expense. If an alternative tour is not accepted by the guest within 7 days, we will refund all monies paid to TripUSAFrance and will be under no further obligation or liability. If TripUSAFrance is forced to cancel a tour due to act of God, natural or unnatural disaster, epidemic, pandemic, war, terrorism, political unrest, strikes or government action barring the operation of the tour, travelers booked on the tour will receive

full refunds of their booking less \$300 per participant. Please note that TripUSAFrance is not liable for any cancellation penalties incurred on any other travel arrangements including air tickets purchased separately from TripUSAFrance or other travel arrangements affected due to our cancellations.

## WHAT'S INCLUDED IN THE TOUR PRICE

**Transportation:** All transportation from the hotel included in the tour to daily activity sites listed in the itinerary and back to the hotel is included.

**Tour Director:** There will be a professional Tour Director leading the tour who will be with you throughout the scheduled itinerary. Guided tours are conducted in English by your English/French-speaking Tour Director or local English-speaking guide.

**Hotel Rooms:** Rooms accommodate up to 2 people, with at least one adult (21+ years old) per room when a child is included. Unless specified, no additional beds are available. Rooms that can accommodate 3 or 4 people may be available upon request depending on hotel availability. Rooms typically feature a king, queen, or two twin beds, private bath/shower, WiFi, and AC. Hotels listed on the itinerary pages are intended to be used on all trips; however if circumstances require, substitute hotels of similar standard may be used. Hotel Frequent Traveler members typically do not earn points by staying at the hotels on the tour. Special room requests must be made at booking but are not guaranteed and depend on availability at check-in.

**Meals:** Breakfast will be served at your hotel each morning. Some lunches and dinners are included as detailed on itineraries. You will be given a menu with multiple choices for each course. If you would like to choose to order something that is not included in the choices offered during the meal then you will have to pay for those items at your own cost unless they are equal to or less than the price of the menu options provided. Additional menu items may be ordered at your expense.

**Drinks:** Bottled water will be provided on excursions. Drinks such as soda, beer, wine, coffee will be provided at a set quantity per person for each included group lunch and dinner, specified by the tour director on your tour. Additional drinks at meals or during excursions are at your own expense.

**Sightseeing:** Excursions, entrance fees and English/French-speaking Tour Director are included as detailed on the itinerary pages. We will follow the schedule of the visits as much as possible. However, due to the nature of travel and unexpected circumstances, the order of visits may vary and if for reasons that are out of our control a visit needs to be cancelled, we will try to offer you

a similar experience as much as we can. No reimbursements will be made for altered or cancelled portions of itinerary. Additional costs for activities not included in the itinerary are not included in the tour.

**Transfers:** Pick-ups / Drop-offs from Airport, train station, bus station, hotel or other locations stated may be included with the tour as indicated in the tour details. Pick-ups / Drop-offs are only available on the dates, times and locations specified in the tour details. If another time or date is needed for pick-up / drop-off with TripUSAFrance it must be requested before the start of the tour and additional fees may apply.

**Baggage Allowance:** As a general guideline, travelers are permitted to bring one checked bag, with a size limit of 60 inches (152 cm) when the total of length + width + height is combined. In addition, travelers may bring one personal item, such as a backpack, with maximum dimensions of 9 inches x 10 inches x 17 inches.

**Carry-on Bags:** On certain tours, an additional carry-on-sized bag may be allowed. Please refer to the specific tour page or the Welcome Packet, which will be sent a few months prior to departure, for detailed information on the baggage allowance for your particular tour.

**Please notify us if you need to bring extra luggage.** Personal item bags will be allowed onboard vehicles during the tour but limited to one per person. Due to limited vehicle capacity, we will not allow larger baggage to be brought onboard vehicles except when travelling to and from the arrival and departure destination.

**Baggage handling:** You are responsible for your own baggage, including carrying it to and from your hotel room. Assistance with baggage handling may be available upon request from TripUSAFrance's Tour Directors, drivers, or hotel staff. TripUSAFrance is not liable for any loss, damage, or theft of baggage or personal belongings. If any items are lost during the tour, please report them to your Tour Director, who will assist in locating or retrieving them.

## **WHAT'S NOT INCLUDED IN THE TOUR PRICE**

Airfares, air-related taxes and surcharges; passport and visa fees; travel insurance; laundry; phone calls; beverages; additional meals not detailed in the itinerary; portage at train stations or airports before or after the trip; optional excursions; all items or purchases of a personal nature, and any costs for activities or goods outside of the tour. The tour price also does not cover additional or unforeseen costs and expenses such as the return to your home if you leave the tour at your own volition, due to illness, or because of official government action.

## **GENERAL INFORMATION & CONDITIONS**

**Tour Prices:** Prices displayed on our website and booking system are current and based on current or expected costs, charges, tariffs, rates, prices, taxes, levies and exchange rates. No surcharges regarding cost or currency fluctuation will be made to the tour price once the deposit is received in full. This guarantee however does not apply to visa fees, taxes, charges or levies imposed by any government or its agencies before, during or after the tour.

**Tour Participation:** We do not allow travelers under the age of 12 years old on our tour. Travelers under 18 years of age must be accompanied by a traveler over the age of 21 who is also a parent, grandparent, aunt, uncle, cousin, or legal guardian. TripUSAFrance strives to provide a safe, enjoyable and memorable travel experience for all guests. Our tours are exciting, relatively active vacations. While there will be plenty of time to relax, there will also be much to see and do. Your included excursions may require an extensive amount of walking, we require that you bring any issues regarding your health or mobility to our attention when making your booking as this could greatly impact your vacation experience. TripUSAFrance cannot welcome guests with special needs or disabilities at this time due to the lack of accessibility on some stops on the tour.

### **Physical Fitness Requirements:**

While our tours are not considered strenuous, all guests are responsible for determining their own medical and physical fitness for travel. As a general guideline, guests should be able to walk for up to 15 minutes at a moderate pace without the need for frequent stops. Additionally, guests should be able to stand for up to 30 minutes at a time, though seating may be available for short breaks. Guests should also be capable of walking up a flight of 15 stairs without significant difficulty.

Please note the following:

- Guests are required to advise TripUSAFrance, in advance, of any physical, medical or other special needs that require accommodating.
- TripUSAFrance may impose safety requirements necessary for the safe operation of the tour. TripUSAFrance's tour directors may also exclude an individual from participating in a tour or an activity if they perceive that the individual's participation poses a direct threat to their health or safety, or if they perceive that the individual's participation would cause a hinderance on the tour's ability to operate and adhere to the set schedule.
- TripUSAFrance does not provide personal devices (such as wheelchairs, hearing aids or

prescription eyeglasses) or services of a personal nature (such as pushing a wheelchair or assistance in eating, toileting or dressing). A companion capable of providing such assistance must accompany any guest who requires services of a personal nature. A companion must have a reservation on the same tour as you.

- TripUSAFrance does not employ medical personnel. Any necessary medical attention will be provided by a local facility at the guest's expense. TripUSAFrance is not responsible or liable for any losses or costs incurred as a result of medical services obtained while on tour, or for the quality of the care or services received.

Guests should be aware that some stops on the tour may include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and locations which may not be easily accessible or accessible by wheelchair or guests with reduced walking capabilities. During the tour, TripUSAFrance may make arrangements with carriers, hotels and other independent suppliers to provide travel services. These parties are independent entities over which TripUSAFrance has no control other than contractual agreement. Accommodations on international tours may differ from those in the United States. TripUSAFrance cannot guarantee disability access or accommodations for guests traveling on international tours.

TripUSAFrance reserves the right to create photographic or film records of any of its Tours and may use any such media created for promotional and/or commercial purposes, as well as approve such use by third parties with whom TripUSAFrance may engage with in joint marketing, without any remuneration to travelers in such media. Travelers participating in TripUSAFrance's tours assign all rights, titles, and interests they may have in any and all media such as film or photographs created by TripUSAFrance which may contain their name, image, or likeness with acceptance of the terms and conditions in this document. Acceptance of the terms and conditions is implied by participation in the tour and/or signing this document.

**Identification:** For your safety and security, we may ask to verify your identity upon arrival. Please have your passport available and ready to present to the Tour Director if requested. If you are unable to provide it, you may not be able to participate in the tour.

**Conduct & expulsion policy:** Travel is all about experiencing things we're not used to. Tour members are expected to be respectful, flexible and open-minded, and to practice considerate social behavior toward one another. Although we want everyone to have a good time, it sometimes happens that someone participating in a tour can misbehave or do things that are incompatible with the safety, comfort, convenience, or enjoyment of other members on the tour. In those circumstances we have the exclusive right and discretion, to expel someone from a tour

at any time, without any claims or complaints by you against us.

**Substitution experiences:** TripUSAFrance's experiences are unique and take place in singular exclusive locations. In the unlikely event that our local hosts are unable to welcome TripUSAFrance guests or we are not able to gain access to a location, TripUSAFrance will attempt to find an alternate experience in place of the planned experience.

**For your comfort:** TripUSAFrance operates a daily seat rotation system and seats cannot be assigned or reserved. TripUSAFrance reserves the right to designate traveler's seats in the vehicles and at restaurants visited on a tour. Also, there is a strict no-smoking and no alcohol-drinking policy on board any vehicles operated by TripUSAFrance. Regular comfort stops including bathroom breaks are made in between long drives on tours.

**Travel Insurance:** TripUSAFrance recommends that all guests purchase comprehensive travel insurance. France generally grants entry to all valid US Passport holders. Travelers will have to present valid US Passport for entry to France. Foreign visitors to France who are not holders of a valid US Passport or valid French Passport will need to apply for a visa for entry. TripUSAFrance cannot guarantee a traveler will be granted entry to France with or without a valid US Passport, French Passport, or visitor visa. A requirement for foreign visitors with visa is to have valid medical insurance on entry. TripUSAFrance recommends travelers purchase travel insurance with medical coverage if visa is required. TripUSAFrance cannot be held responsible for denied entry should a guest be unable to meet government requirements for entry.

## **RESPONSIBILITY**

1. The Tour Directors shall be responsible to the guest(s) for supplying the services and accommodations described in this document and as stated on [www.TripUSAFrance.com](http://www.TripUSAFrance.com), except where such services cannot be supplied or the itinerary used is changed due to delays or other causes of whatever kind or nature beyond the control of the Tour Directors. In such circumstances, the Tour Directors will do their best to supply comparable services, accommodations and itineraries and there shall be no refund in connection with these substitutions.
2. This document represents the entire agreement between the guest(s), TripUSAFrance, and its Tour Directors.
3. In the absence of their own negligence, the Tour Directors and TripUSAFrance shall not be responsible for any cancellations or for acts of any other service providers concerned, diversions or substitution of equipment or any act, variations, postponements, omission or default whatsoever by air carriers, land carriers, hoteliers or hotels, transportation



companies, or any other persons providing any of the services and accommodations to guests including any results thereof, such as changes in services, accommodations or facilities necessitated by same. Nor shall they be liable for any loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. All baggage and personal effects are at all times and in all circumstances at the risk of the tour participant. Baggage insurance is recommended. Upon return to the United States, if lost articles are found and returned to the owner, a minimum service fee of \$100 will be charged. The carriers, hotels and other suppliers who provide services on tour are independent contractors; they are not agents, employees or servants of the Tour Directors nor TripUSAFrance. The Tour Directors and TripUSAFrance are not responsible for any criminal conduct by third parties.

4. When a guest occupies a vehicle seat fitted with a safety belt, neither the Tour Director nor TripUSAFrance 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 accident or incident.
5. TripUSAFrance and its Tour Directors, are not to be held responsible for any act, omission or event during the time guests are not on board TripUSAFrance operated vehicles. We rely on international convention which may apply to the services provided by us and our suppliers with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage. Enrollment in and payment for a tour shall constitute agreement and acceptance by the guest of the terms and conditions set forth in this document which cannot be varied except in writing by an officer of TripUSAFrance, LLC.
6. The payment of a deposit and or/the acceptance of reservation confirmation shall be deemed your consent to the terms and conditions as presented herein. It is specifically agreed that this agreement is entered into in Arlington County, Virginia and in the event any legal or equitable action is initiated concerning the interpretation, enforcement, or breach of any term, obligation, or duty as contained or related to these Terms and Conditions, the exclusive venue for such action shall be solely in the General District Court of Arlington County, Virginia. This agreement shall be construed in accordance with Virginia law

without regard to conflicts of law principles. All claims must be submitted in writing and received by TripUSAFrance no later than 60 days after completion of trip.

7. In the case of computer or human billing errors, we reserve the right to re-invoice participants with correct billing.
8. Every effort is made to ensure document accuracy at the time of going to press; however TripUSAFrance cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.
9. The invalidity of any of the provisions hereof shall not affect the validity of any of the other provisions, and the agreement shall be construed as though such invalid provision had never been contained herein.

## **OTHER CONDITIONS & COMPLAINT PROCEDURE**

It is your responsibility to comply with the terms, conditions or requirements of any service provider, or any country or governmental authorities, or to bear any costs or losses incurred as a consequence of you not complying with them.

**Data Protection:** In order to process your tour booking, TripUSAFrance will need to use personal information for you and other guests included in your booking. This personal information may include each guest's name, address, phone number, email address, passport number, credit/debit card number and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. If necessary, this personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organizations, and otherwise as required by law. Similarly, we may also need to provide personal information to contractors who provide services to or for us (eg., sending mail, processing payments, providing marketing assistance). We may also use the personal information you provide us to review and improve the tours and services that we offer, and to contact you (by post, email and/or telephone) about other tours and services offered by TripUSAFrance that you may be interested in. If you don't want to receive this information, or if you want a copy of the personal information we hold about you, email us at [contact@tripusafrance.com](mailto:contact@tripusafrance.com) or TripUSAFrance, LLC, PO Box 40223, Arlington, VA 22204. We may charge a fee for supplying you with this information as permitted by law.

**Complaint Procedure:** Should you have a complaint in respect of your vacation, you should inform your Tour Director or TripUSAFrance Representative immediately. If the matter cannot be resolved after the Tour Director/Representative's best endeavors to do so during the vacation, your complaint can be made in writing to the TripUSAFrance corporate office within 60 days of completion of your vacation.

## **ACCEPTANCE OF TRIPUSAFRANCE, LLC'S TERMS & CONDITIONS**

**Acknowledgement of Terms:** By initiating or modifying the booking, the individual doing so agrees to accept the terms and conditions on behalf of themselves and all travelers listed on the reservation. It is the responsibility of the person making the reservation to inform all other travelers included in the booking of the terms and conditions to which they are agreeing.

Traveler Acknowledgement:

I hereby confirm that I have read, understood, and accept in full the terms and conditions outlined by TripUSAFrance, LLC for booking and traveling on their tour. My acceptance extends to all individuals included in my reservation, and I acknowledge that they are also bound by these terms and conditions.

I understand that by electronically signing this document, I am providing my consent to the terms and conditions and that my electronic signature is legally binding in the same way as a handwritten signature.

All tours are operated by  
**TRIPUSAFRANCE, LLC**  
**PO Box 40223**  
**ARLINGTON, VA 22204**

For more information, visit our website at [\*\*https://TripUSAFrance.com\*\*](https://TripUSAFrance.com)