



## TERMS AND CONDITIONS

# TERMS AND CONDITIONS

The following Terms and Conditions were updated July 26, 2018.

### RESERVATION, PRICE AND PAYMENT

#### Reservation

When you register for a trip with Forum Language Experience ("Forum"), you accept our Terms and Conditions. Your payments and participation in the trip is your continuing acceptance of Forum's Terms and Conditions. Your reservation will be confirmed once you have submitted the online registration form and paid your trip deposit.

#### Price Guarantee

All prices are quoted in your local currency unless stated otherwise. Prices are calculated using exchange rates and tariffs in place on the date of your quote. Once Forum has confirmed your reservation, the land-portion price is guaranteed. Forum reserves the right to adjust the trip price and apply surcharges up to 60 days prior to departure in the event of:

- Increases in transportation costs due to fuel surcharge and/or any domestic/international departure or arrival taxes, security charges or any other types of charges imposed by airlines, airports, governments, etc.
- Exchange rate modification
- Trip modification / change in group size

#### Adult Supplement

The majority of our trips are designed for students; however, adults are welcome to join. A flat rate supplement of \$10 per day will be charged per adult (travelers over the age of 18).

#### Single/Twin Room Guarantee Supplement

This supplement does not cover night trains, cruise ships or ferries:

| SUPPLEMENT            |                |
|-----------------------|----------------|
| Double/Twin Occupancy | \$40 per night |
| Single Occupancy      | \$80 per night |

#### Payment

We accept all major credit cards, personal checks and money orders. Your payment is not deemed made until Forum receives it. A deposit is payable at the time of booking in order to guarantee the reservation. The balance of payment must be made prior to departure.

A reservation made after the final payment deadline is payable in full at the time of booking. Failure to pay in full before the balance deadline will result in a management fee of \$150 to cover the additional communication and administration costs and is subject to the Cancellation Fee Schedule below. Please note that a non-sufficient fund fee of a minimum of \$50 will be charged to the participant if any payment is denied by the participant's bank.

|                                       | INITIAL DEPOSIT | FULL PAYMENT DEADLINE      |
|---------------------------------------|-----------------|----------------------------|
| Land-Based Programs<br>(by Bus/Train) | \$300           | 45 days prior to departure |
| All Programs including flights        | \$500           | 90 days prior to departure |

#### Refunds

No refund will be made for any unused travel services or any portion thereof, nor is the price or value of unused travel services exchangeable for alternative services.

#### Payment Protection Coverage

Forum is registered with the State of California Seller of Travel Program, registration number 2061627, and its contact information is at the end of these Terms and Conditions.

### CANCELLATION AND MODIFICATION

#### Cancellation Made by Participant

Notice of cancellation must be made in writing to Forum. The cancellation date will reflect the date the written notification is received. For each cancelled participant, the rate charged to the remaining participants of the trip will be adjusted according to the trip's price list. In the event of cancellation, all train tickets, plane tickets and other vouchers must be returned to our ticketing department before a refund can be processed.



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### ***Trips with flights, train or ferry***

| <b>CANCELLATION</b>                     | <b>CHARGES*</b>   |
|-----------------------------------------|-------------------|
| <b>9 months or more prior to travel</b> | No charge**       |
| <b>Between 9 and 4 months</b>           | \$300 per person  |
| <b>Between 122 and 90 days</b>          | \$600 per person  |
| <b>Between 89 and 45 days</b>           | 50% of trip cost  |
| <b>Within 44 days before departure</b>  | 100% of trip cost |

*\*For groups with less than 10 travelers, the minimum cancellation charge will be based on the cost of the airline ticket issued.*

*\*\*Additional administration fees of up to \$150 may apply.*

### ***Trips without flights, train or ferry***

| <b>CANCELLATION</b>                     | <b>CHARGES</b>    |
|-----------------------------------------|-------------------|
| <b>3 months or more prior to travel</b> | No charge*        |
| <b>Between 89 and 60 days</b>           | \$150 per person  |
| <b>Between 59 and 30 days</b>           | 50% of trip cost  |
| <b>Within 29 days before departure</b>  | 100% of trip cost |

*\*Additional administration fees of up to \$50 may apply*

### **Cancellation Made by Forum**

We reserve the right to cancel a trip. In such case our liability will be limited to the purchase price of the travel services only, and we shall not be liable for any claims, demands, losses or damages of any nature or kind whatsoever you may have by reason of our cancellation of the travel services. Cancellation for country instability will be based on a "Travel Warning" issued by the US Department of State for the destination country(s) of your trip. Forum will not cancel a trip for any other cautions or alerts issued by any government or agency. Forum cannot be responsible if the Group Leader, chaperone or participants choose to cancel or not participate in a trip. Forum will apply cancellation charges as listed above. Forum offers cancellation insurance for participants who may wish to purchase additional insurance beyond that offered by Forum. You may also wish to purchase your own travel insurance policy from a private insurer.

### **Cancellation by Group Leader/School District**

A trip cancelled by a Group Leader or School District cancels the trip for all participants. A trip cancelled by a Group Leader or School District will result in cancellation charges as listed above. If a Group Leader, School District or participant is interested in purchasing additional insurance to protect the interests of all participants, they should contact Forum or purchase their own travel insurance policy from a private insurer.

### **Modification Made by Participant**

If there is a trip modification, you agree to pay any additional charges as a result of that modification, and you agree that there will be no refund or rebate as a result of a modification.

### **Modification Made by Forum**

We reserve the right to modify a trip by substituting similar services or making other changes as necessary based on availability of accommodations or vendors. Furthermore, suppliers have the right to substitute other suppliers in their place with or without notice. In all cases, you will receive a comparable or superior service. During local festivities, national holidays, strikes, demonstrations, or other events beyond our control, access to certain facilities such as museums, restaurants, sightseeing tours, or shopping may be limited or not available. Weather conditions may cause delays, modification or cancellation of services. Forum does not accept responsibility in such cases. Alternatives will be offered whenever possible.

### **Participant Substitution**

Any participant seeking to cancel a trip must submit a written cancellation form. If a participant submits a written cancellation three months or more prior to departure, and simultaneously submits registration for a new participant and all fees due under the payment schedule, to take the place of the cancelling participant, Forum will issue a refund to the cancelling participant according to the Reimbursement Schedule below. Forum will not charge any transfer or cancellation fees for substitutions three months or more prior to departure. If a participant seeks to cancel travel within three months and prior to four days before departure, and to substitute a new participant, the cancelling participant must submit a written cancellation along with a new participant registration and full payment. Forum will issue a reimbursement to the cancelling participant, less \$300, according to the Reimbursement Schedule below. Forum reserves the right to refuse a participant substitution.

### **Reimbursement Process & Timing**

Forum will reimburse you for the amounts due, less any offsets, in thirty days from the latest of one of the following dates:

- The scheduled date of departure.
- The day the participant requests a refund in writing on the cancellation form provided by Forum.
- The day of cancellation by Forum.

Participant agrees that no interest will be paid on refunds.

\*Refunds will only be made by check, regardless of the payment method used.



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### RESPONSIBILITIES

#### Travel Interruption

After commencement of a trip, if you should withdraw or abandon the trip or if you should be prevented from traveling by any of Forum's vendors (e.g. insufficient identification), you relinquish all claims for funds and agree that Forum is entitled to retain the funds. In case of illness or physical limitations, you must obtain a medical certificate or declaration from a health care provider and file an insurance claim. Forum will not reimburse you for any payments but will provide you with the information to submit your claim to the insurer. Forum makes no representation or guarantees concerning reimbursements of funds paid under any insurance claim.

#### Health and Capabilities

The pace of a trip varies, but in general, they require participants to be in good physical and mental health. Please inform your Tour Consultant of any physical disabilities or limitations. We recommend that participants seek medical advice before departure.

Passengers requiring food complying with special diets should make a request at the time of registration. Forum will do its best to meet these requests, however some of Forum's vendors may not be able to accommodate all requests.

#### Passport, Visas & Administration

The participant is responsible for obtaining all visas, passports, entry documents, health requirements and any documents required by laws, regulations, orders and/or requirements of the countries to be visited. **We suggest that this process be completed well in advance of departure.** Non-US or non-Canadian citizens must consult appropriate consulates to determine if any visas are needed. Failure to do so may result in refusal of travel. All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. In addition to appropriate travel documents for your destinations, **minors (travelers under 18 years old) traveling to any foreign destination when not accompanied by both parents, must have an affidavit stating:**

**The child is traveling to a foreign destination with the permission of the parents/legal guardian. The child is traveling in someone else's care.**

**The affidavit must be signed by both parents (or the sole, documented custodial parent) and must be notarized for some destinations (e.g. Mexico, Costa Rica) If a minor is living with only one parent, the affidavit must be signed by that parent and be accompanied by a copy of their legal custody agreement.**

It is the sole responsibility of the participant to provide proper documentation. Names on airline tickets must be identical to the passenger's passport. **No refunds will be made for improper documentation resulting in denied boarding or entry.**

#### Conduct and Behavior

The Group Leader is responsible for the supervision and general well-being of their group. In the event of student misconduct, it is the responsibility of the Group Leader to discipline the students involved and decide what action to take in regards to contacting the parents.

If the Forum Tour Manager witnesses any issues with student behavior, they will inform the Group Leader immediately.

Most groups have a minimum complimentary ratio of one chaperone to ten students. Normally, chaperones are teachers from the school; thus, they also know the students and will assist the Group Leader with issues related to conduct and behavior.

If a Group Leader decides that a student is no longer able to participate in the trip due to behavior issues, cancellation fees will be applied following Forum Language Experience Terms and Conditions without exceptions. Should the Group Leader decide to send a student home for behavioral issues during the trip, all expenses related to the early trip termination will be paid for by the parent(s)/legal guardian of the child.

#### Liability

Forum takes pride in selecting quality travel partners (i.e. airlines, hotels, ground transport companies, etc.). Your Forum program begins when you leave from your program's established departure city and ends upon completion of the program's services. Forum's travel partners are independent parties over which Forum has no direct control. Forum, its affiliates, directors, officers, employees, teacher/group leader, and school cannot be held responsible for events beyond their control, including but not limited to: war, civil unrest, politically motivated acts of violence, acts of God, terrorist activities, strikes, or government restrictions. Forum is not responsible for personal injury, death, property damage, baggage and personal effect loss or theft, in the absence of Forum's gross negligence. This includes any injury, death or damage arising from either an act or omission related to the use of any vehicle, host family, school, airline, hotel, tour operator, transportation company, sightseeing contractor or other firm, company, agency or individual. As part of your agreement to travel with Forum, you have agreed to arbitrate any disputes related to injury, death or damage. Forum is not responsible for the behavior of participants on a trip - this is the sole responsibility of the group leader, participants and chaperones.

#### Travel Insurance Coverage

All groups traveling by plane are covered by Forum's complete cancellation, travel protection and emergency medical insurance package. All land-based international trips include Forum's emergency medical insurance package. These programs are **not** optional and can only be revoked for a group with a signed insurance waiver.

#### Airlines and Airports

**Participant(s) are subject to the terms and conditions of the airline, which constitute the sole contract between airline and passenger.** Flight delays and schedule changes are the sole responsibility of the airline. Any domestic and international departure or arrival taxes, security charges, fuel surcharges, baggage fees or any other charges imposed by airlines, airports, governments etc. are subject to change without notice due to legislation beyond our control. Forum reserves the right to pass on said changes to each passenger. Additional tickets may be requested up to a maximum of 45 days prior to departure and may incur additional fees. Alternate return-date requests are limited to 10% of the total group size. It is not possible to alter your return/departure point or flight route. The deadline to submit a request for an alternate return is 90 days prior to departure. A \$150 Forum Service Fee will be applied for processing your request, and will be upheld if you choose not to take the option we offer. You will be informed of the final cost including any applicable airline supplements before changes are made. Any additional changes will incur fees as previously mentioned.



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### **Governing Law**

California law, without regard to its conflict of laws principles, shall govern and enforce this Agreement, regardless of where the services are performed or parties reside.

### **Claims and Statute of Limitations**

Either Party may initiate dispute resolution proceedings by emailing or mailing a written notice to the other party within six months of the occurrence or six months of when the Party first had knowledge of the dispute issues. Both parties agree to waive all disputes where written notification was not provided within six months of when that claim arose.

### **Negotiation.**

As a condition precedent to arbitration or any other dispute resolution, the Parties agree to enter into negotiation to resolve any dispute. After a party receives a notice of a claim, both Parties agree to submit a written statement of their position and then negotiate in good faith to reach a mutually agreeable settlement within sixty days or another reasonable amount of time as agreed by the Parties.

### **Insurance**

If any claim is covered by insurance, as a condition precedent to filing arbitration, that Party agrees to file its insurance claim directly with the insurer prior to filing arbitration.

### **Arbitration**

If negotiations are unsuccessful in resolving a dispute, the dispute, except those within the exclusive jurisdiction of the Small Claims Court, shall be submitted to binding Arbitration with Judicate West applying the American Arbitration Association Rules, unless the parties mutually agree otherwise in writing. Any claim whether in the Small Claims Court or arbitration must be filed within 150 days from the date when notice was first sent to the opposing party. The Parties intend this paragraph to be a self-executing arbitration clause. The arbitration shall take place within 120 days after filing for arbitration, unless the parties stipulate otherwise. The Parties agree that all claims, whether in court or arbitration shall be filed in San Diego County.

### **Mediation**

A condition precedent to any arbitration decision is that within 60 days after the initial filing arbitration, a person from each Party with sufficient authority to resolve the case, and their legal representative, agrees to meet in-person to mediate the dispute. The place of the meeting shall be within San Diego County, and if the parties cannot agree on a location, it shall take place at the office of Forum. Each party agrees to pay one-half the costs of the Mediation. No less than 10 days prior to the mediation, each party agrees to submit a brief written statement of its position to the opposing Party. If either party fails to appear in person, that party must pay all the mediation costs as a condition precedent to further dispute resolution.

### **Settlement Offer**

Either Party may offer a written settlement proposal to the opposing party at any time that is valid for 15 days. The Prevailing Party is the Party who makes a Settlement Offer, and obtains an arbitration award or a later Settlement Offer from the opposing Party that is equal to or exceeds its earlier Settlement Offer. A Party who files a claim in Court, instead of according to the terms of this dispute resolution section, shall not be a Prevailing Party, even if it wins substantially all its claims in arbitration and exceeds its Settlement offer.

### **Attorney's Fees and Costs**

Attorney's fees and costs shall be awarded to the Prevailing Party in an arbitration. Costs shall be awarded to the Prevailing Party from the inception of the dispute. Attorney's fees and costs shall be awarded beginning with the date the Prevailing Party made its Settlement Offer.

### **Lawsuit**

If either party files suit, other than a Small Claims lawsuit or to enforce arbitration, the Court shall award attorney fees against the party filing the suit, regardless of the outcome of that suit, in an amount of the actual attorney fees paid by the Plaintiff plus the unpaid billings of the current and prior month. The parties agree that the court is not authorized to award an amount less than the fees actually incurred.

### **Venue**

Any lawsuit, mediation or arbitration shall take place in the City of San Diego. Parties waive any objection to personal jurisdiction and venue.

### **Statutory Notices California Corporations Code § 17550.13**

California law requires certain Sellers of Travel to have a trust account or bond. This business has a trust account. Forum is a seller of travel and a participant in the California Travel Consumer Restitution Fund (<https://www.tcrinfo.org/>). A passenger, or the person making payment for the passenger, who was located in California at the time of the sale of air or sea transportation or travel services, has a right to make a claim on that fund. The losses covered include travel services that you paid for, but did not receive. You must file your claim on the forms provided by the California Travel Consumer Restitution Fund. If you file a claim with the California Travel Consumer Restitution Fund, you forfeit your right to file a claim against Forum. The time limit for making a claim is one year from the date of completion of the travel for which you claim a refund. Your claim must exceed \$50 and cannot exceed \$15,000. There is a filing fee to file your claim with California Travel Consumer Restitution Fund. Forum operates only in California and does not participate in any other State's seller of travel program or restitution fund. If a participant is outside the State of California, he/she is not eligible to file a claim to the California Travel Consumer Restitution Fund.

### **Privacy Notice**

When you enroll for a trip with Forum, you will be asked to submit personal information such as your name, address, email address, gender, phone number, date of birth and passport number. We will share your personal information with suppliers (e.g. airline, hotel, insurance and activity providers) only when necessary to fulfill your program requirements and reservations. We will never sell or rent your personal data to third party companies. By enrolling in our programs through our online platform, you are authorizing us to disclose to our suppliers the information required to complete the program requested and fulfill related requirements such as insurance and medical coverage.



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### **Financial Security**

We take precautions to protect your information. When you submit sensitive information via the website, such as credit card data, your information is protected and does not remain stored in our system.

### **Contact**

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