

TERMS AND CONDITIONS

What's included in your tour price

Tour prices include the following: accommodations (based on double occupancy); round trip airfare from LAX, rail, airport transfers, motorcoach transportation, travel insurance, the services of Leisure tours tour director; local guide, luggage handling for one bag per person; hotel taxes; entrance fees for included sightseeing; meals as described; and all gratuities as described below.

What's not included in your tour price

Costs for passport, personal expenses such as meals and beverages not specified, laundry, room service, excess baggage fees, postage, telegrams, telephone calls, any items of a personal nature or any other items or services that have not been expressly specified in this contract.

Travel Documents

A valid passport is required for US citizens on all tours we provide. No visas are required for passengers carrying a valid US passport.

Pre -Departure

Your detailed final itinerary and airline tickets will arrive approximately 30 days before your departure.

Itinerary Deviations

Europe is full of surprises. With that said we need to be flexible enough to take advantage of whatever comes along so that we may provide you with the best possible tour. Special circumstances may arise including but not limited to, holidays, special events, seasonal schedule changes, weather and traffic delays and acts of God, some sights or attractions may have limited hours or may not be available. We shall make every attempt to ensure that all sights and attractions described in the itinerary will be visited. This may require some adjustments to the scheduled itinerary to accommodate these special circumstances. Leisure Tours and the tour manager reserve the right to make changes in the itinerary in the best interest of the tour at their sole discretion. In the event a portion of the itinerary is not able to be completed do to circumstances beyond Leisure Tours control you shall have no claim against Leisure Tours.

Airlines

All seats for all tours will be in economy class. Additional class upgrades are welcomed but subject to availability..

Trains

All high speed rail and standard trains (when used) will be booked in First Class cars.

Traveler # 1 _____

Traveler # 2 _____

Hotel Rooms

All rooms will be of four star ratings or better. They will have a private bathroom with sink, toilet and shower and/or bathtub. Room assignments for each tour are made by the individual hotels. The location, view and size of the rooms may vary from room to room. Unfortunately, we are unable to honor any special requests.

Baggage

Most all baggage handling is included in your tour cost. There are a few circumstances, whether it is the standard taking your baggage off the airport luggage carousel and transporting it to the Bus, and walking it through customs. Venice Italy is also a unique situation as the water taxis can only get you close to your hotel. You will be responsible for wheeling your luggage from the docking point to your hotel as there are no streets to have a bus drop you off at. Please make sure you have luggage with wheels or rollers on the bottom to ease any potential baggage handling you may be doing. You are allowed one larger checked bag not to exceed 50 pounds. You also will allowed one carry-on bag that you will be responsible for.

Meals

European style Buffet breakfasts are provided daily. As people have such wide ranges of varying tastes, we prefer to allow our guests to explore and discover the uniqueness and special finds of European cuisine on their own for lunches and dinners.

Tips

The tour price includes tips for all aspects of the tour that are pre arranged by Leisure Tours.

Specific Dietary Needs

Every reasonable effort will be made to honor special meal requirements; however, any special meal requirements will be made on a **REQUEST** basis only. Leisure Tours can **NOT GUARANTEE** special meal requests nor will it assume any responsibility or liability if clients special requests are not fulfilled.

Trip Interruption/Early Returns

If you must return home early for any physical/medical reason, make sure you obtain a statement from the attending physician/hospital as this may allow the airlines to waive any change of flight fees. This will also assist you in making a claim with your travel insurance.

Points, Perks & Miles

Leisure Tours buys Hotel rooms in bulk at discount therefore any Frequent Traveler points, Perks, Miles or other awards are not available on any of our tours. In the rare event they are awarded they shall become the property of Leisure Tours Inc.

Traveler # 1 _____

Traveler # 2 _____

Lost Articles

Neither Leisure Tours nor any company contracted through Leisure Tours shall be responsible for articles lost, stolen, left behind, confiscated, or damaged. Such articles are rarely retrieved, therefore, we recommend you check that you have all your possessions each time you leave a motorcoach, hotel, restaurant and on all other occasions throughout your tour. Out of consideration for your fellow travelers, do not ask the driver/tour manager to turn the motorcoach around to retrieve a

lost article. Any items found by tour managers, drivers or hotel personnel will be brought to the attention of Leisure Tours. Locating the owner of a “lost and found” item will be most successful if the owner reports the loss to Leisure Tours immediately. Upon receipt of payment for the shipping and handling, Leisure Tours will make every reasonable effort to have the items shipped to

their owner, provided the item is approved for shipping and customs.

Tour Participation

Children under 13 years of age are not accepted on our escorted tours as it is difficult to keep them entertained throughout the tour and they may distract from the enjoyment of other tour members. Minors ages 17 and under must be accompanied by their legal guardian. If they are not the Reservation Application and a notarized authorization must be signed by their Legal Guardian.

Of course we want everyone to have a good time, it sometimes happens that someone participating in a tour can do things that are incompatible with the safety, comfort or convenience of other members of the tour. You shall agree that in those circumstances we have the exclusive right and discretion, to expel anyone from a tour at any time, without any claims from you against Leisure Tours.

Contacting Tour Participants

Leisure Tours respects the privacy of their tour participants. If you wish to contact fellow tour participants after the tour, be sure to ask them directly for their contact information during the tour as Leisure Tours considers everybody’s personal information private and will not be able to provide you with this information.

Smoking

For the convenience of our travelers Leisure tours has a No Smoking policy on all of our tour buses. We arrange sufficient rest stops so those that wish to smoke may do so.

Cancellation by Leisure Tours

Although unlikely, your tour may be cancelled due to unforeseen circumstances. If Leisure Tours cancels a tour you have reserved, the entire amount you have paid to Leisure Tours (including any non-refundable deposits) for the applicable tour will be refunded to you. Once this occurs, Leisure Tours and its representatives have no other obligations to tour members on cancelled trips including any additional costs or fees. Leisure Tours Inc. is registered with the State of California Seller of Travel (CST # 2089203-40)

Traveler # 1 _____

Traveler # 2 _____

Health and medical issues

We welcome all travelers but request that you be in fairly good health to participate in a Leisure Tours Tour. All of our tours involve an extremely reasonable amount of walking, sometimes uphill or on uneven cobblestone streets. **You must be able to get on and off motorcoaches on your own.** Tour and hotel personnel will not be available to lift or otherwise physically assist tour participants at any time. We regret that we can not provide individual assistance to you. Please note the following requirements:

1. If you normally use a walker, you will need to bring a wheelchair and leave your walker at home. A walker is simply not practical on the tour due to motorcoach entrances, uneven sidewalks and cobblestone streets.
2. You must bring your own folding wheelchair. Non-folding or motorized wheelchairs are not allowed on the motorcoach.
3. At time of reservation, you must notify Leisure Tours, in writing, that you will be bringing a folding wheelchair. Without notification, the driver will not accept your wheelchair on the motorcoach.
4. The wheelchair will be stored in the luggage space underneath the motorcoach; therefore, it should fold quickly and easily. The additional charge for handling and storage of a wheelchair on the motorcoach is \$150.
5. In Europe, the laws do not yet require motorcoaches to be equipped with ramps / lifts or hotels to offer provisions for the physically challenged. Please do not expect these facilities on our tours.

The Americans with Disabilities Act is only applicable within the United States and facilities for Disabled individuals are limited outside its borders.

We recommend participants be able to comfortably walk at least a mile if required. If you are concerned about your physical condition, please consult your family physician as to whether the tour is suitable for you.

Traveler # 1 _____

Traveler # 2 _____

Responsibility of Leisure Tours

Leisure Tours shall be responsible for supplying the services and accommodations offered in its marketing materials as they relate to the land and air portion of the tour. If such services and accommodations can not be supplied due to causes beyond its control, there shall be no responsibility or liability on the part of Leisure Tours. In this event, Leisure Tours will use its best efforts to supply comparable services and accommodations and all travel arrangements may be subject to alteration or cancellation at any time with or without prior notice for any reasonable cause. Such alterations will not be cause for cancellation by the participant(s) and the usual penalties will apply nor shall Leisure Tours be liable for any injury, loss, damage, accident, delay, irregularity or expense arising from strikes, war, terrorism, weather or other acts of God, quarantines, sickness, governmental restriction or regulations, or from any negligent act or omission of any individual, firm, or corporation furnishing air travel, sightseeing, hotel accommodations, ground transportation or any other services in connection therewith, nor for any additional cost or expense due to disruption of advertised schedules, rates or services or for any other cause beyond its direct control.

Leisure Tours reserves the right to decline, to accept, or retain any person as a member of the tour at any time prior to departure, or in the course of the tour, should such participants health, mental condition, physical infirmity, or general deportment impede, in Leisure Tours judgement, the operation of the tour or the rights, welfare or enjoyment of other tour participants and all resulting costs will be the responsibility of the participant. The initialing and signature by the participant on this contract shall be deemed to constitute acceptance of these limitations of liability or responsibility. No representative, employee or agent of Leisure Tours or contracted service providers are authorized to modify, waive, or in any way change the terms of this contract.

Tour Payments

To reserve a space on a Leisure Tours trip you must provide your name as it appears on your Passport, agree to these Terms and Conditions and provide us with a non-refundable deposit of \$200 per person. We accept MasterCard and Visa debit or credit cards for tour deposits. We accept personal checks, money orders and bank drafts for all tour payments. **Please note that your final tour balance must be paid by personal check, money order or bank draft. We cannot accept credit or debit cards for any tour payments other than the tour deposit.** Your final tour payment will be due **at least 65 days** before departure. If you sign up for a tour within 65 days of the tour departure, full payment will be required before we can confirm you on the tour and the deposit portion will be non-refundable. In the event your ticket is issued with incorrect information you have provided, you will be responsible for the charges associated with the ticket's reissue. In the case of billing errors we reserve the right to re-invoice with the correct pricing.

NSF Check Fees: If a payment is returned due to non-sufficient funds (NSF), Leisure Tours will assess a \$35 fee per occurrence. The fee(s) will be added to your tour balance, and be required to be paid in full prior to your tour departure

Traveler # 1 _____

Traveler # 2 _____

Cancellation by You

If for some reason you are unable to participate in your scheduled tour your first action should be to contact Leisure Tours Inc as soon as possible. If you cancel before the final payment is received,, your non refundable deposit will be retained by Leisure Tours. If you cancel 61 days or more before your departure you will receive a complete refund minus your deposit. If you cancel 60 days or less before your departure you will not be entitled to any refund whatsoever from Leisure Tours. We will assist you in the processing of your claim with the travel insurance company (please see their terms and conditions for covered events). The land portion of your trip is fully transferrable and you may give away or re-sell as you see fit. Your airline ticket is not reissue able in a different name than originally issued. All cancellations must be sent to Leisure Tours in writing via fax to 800-431-0464, via email to customercare@goleisuretours.com or USPS Mail to Leisure Tours Inc., P.O. Box 3198, Laguna Hills, CA. 92654. The date received by Leisure Tours shall be the effective date of cancellation.

All tour members are required to complete, sign and return, prior to their tour start date, a Release and Waiver Agreement and brief Medical condition / emergency contact form.

General Information

Leisure Tours, Inc. is a tour coordinator. Leisure Tours does not own, operate or is an employee of any of the airlines, hotels, motorcoaches or guides utilized as part of its offered tour packages.

Escorted tours are conducted in English only by professional, licensed multi-lingual local guides.

This document outlines what **Leisure Tours** agrees to do and provide for you when you sign up for a tour, and what you agree to do in return. **This is very important information**, so please read it carefully before you complete your reservation request. Every traveler must initial each page of this contract and sign and date it where applicable.

Any disputes between the Tour participant and Leisure Tours directly or indirectly relating to the terms and conditions shall be first submitted to mediation at Laguna Hills California, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding arbitration under California law. The prevailing party shall be entitled to an award of attorney's fees. Arbitration against the company must be commenced within one year following the date of tour completion. Neither Leisure Tours nor any affiliate shall in any case be liable for other than compensatory damages and you hereby waive any right to punitive damages.

Traveler # 1 _____

Traveler # 2 _____

Mandatory California Disclosures

Leisure Tours is a California Corporation and as such is required to provide the following Disclosures:

This transaction is covered by the California Travel Consumer Restitution Fund (TCRF). If the seller of travel is registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with the TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000.

A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against the registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001.

The TCRF does not provide protection for those residing outside of the state of California.

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not cancelled in violation of any terms and conditions previously, clearly and conspicuously disclosed and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger advises the seller of travel in writing, after cancellation. This provision does not apply where the seller of travel has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund and where the wholesaler or provider defaults in providing the agreed upon transportation or service. In this situation, the seller of travel must provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

Leisure Tours Inc. is a participant in the California Travel Consumer Restitution Fund.

Leisure Tours Inc.

P.O. Box 3198

Laguna Hills, CA. 92654

Phone and Fax: 800 - 431 - 0461

Email: customercare@goleisuretours.com

CST number 2089203-40

Signed _____ Traveler # 1 Dated _____

Signed _____ Traveler # 2 Dated _____

Reservation Information

Tour Departure Date _____

Please print your name exactly as it appears on your passport.

Name _____ / _____ / _____
(First) (Middle) (Last)

Address _____ / _____ / _____ / _____
(No. & Street) (City) (State) (Zip Code)

Phone Number (_____) _____ Email Address _____
(Optional)

Passport Number _____ Exp. Date _____ Place of Issue _____

Citizenship _____ Date of Birth _____ Place of Birth _____

Name of personal Physician _____ Phone # _____

U.S. Emergency Contact _____ Phone _____ Relation _____

Relationship to travel partner _____

Please print your name exactly as it appears on your passport.

Name _____ / _____ / _____
(First) (Middle) (Last)

Address _____ / _____ / _____ / _____
(No. & Street) (City) (State) (Zip Code)

Phone Number (_____) _____ Email Address _____
(Optional)

Passport Number _____ Exp. Date _____ Place of Issue _____

Citizenship _____ Date of Birth _____ Place of Birth _____

Name of personal Physician _____ Phone # _____

U.S. Emergency Contact _____ Phone _____ Relation _____

Travel Agent Information

Travel Agency Stamp

Name

Email Address

IATAN #

Phone #

Fax #