

## **TERMS AND CONDITIONS**

### **TOUR OPERATOR**

The tour operator is Cultours; established in 1988. At Cultours we do our utmost to fulfill our customers' expectations: by delivering high-quality tour programs and experiences. Many of the participants on our tours are repeat-customers.

Cultours offers travel programs with the following conditions:

### **RESERVATION, DEPOSIT AND FINAL PAYMENT**

To reserve your tour, complete the Registration Form on our website and send it to us, together with the credit card information required. A deposit will then be deducted from your credit card. The full, final payment will be deducted 60 days before the tour departure date. Your deposit is credited against the total tour cost. For bookings made less than 60 days before departure, the full price will be deducted at the time of booking.

### **WRITTEN NOTICE**

All reservations, cancellations, changes and arrangements must be made in writing. Cultours are not obligated to act on information given via telephone until written notice has been received. Fax and e-mail are accepted as written notice.

### **ROOMS**

Our tour price is based on two persons sharing a room (double occupancy). We will attempt, but cannot guarantee, to cater for participants who are traveling alone and who wish to share a room to alleviate the single supplement. Should we not be able to pair you with another person, then the single supplement will apply.

### **ITINERARY CHANGES AND DELAYS**

If the services and accommodation described for a particular tour cannot be supplied due to causes beyond our control, all reasonable efforts to supply comparable services will be made. We take all reasonable efforts to adhere to the published itinerary, however, if circumstances require it, we reserve the right to change or substitute any published plan.

### **PRICE CHANGES**

Travellers will immediately be informed of any price change at the time of booking. Cultours reserves the right to increase an agreed price due to increases in costs in the form of: transport charges – including fuel surcharges; taxes, fees and service charges; or currency fluctuations used to calculate the price of a tour. You will be informed of price increases as soon as possible. All prices are quoted in US dollars, and are based on the tariffs and exchange rates available at the time of publication.

### **BAGGAGE ALLOWANCE**

Your luggage is restricted to two suitcases (or similar) plus carry-on luggage. The total baggage allowance is 35 kilograms.

### **PASSPORTS AND VISAS**

Valid passports are required for all tour participants on international tours. Participants are responsible for ensuring they carry a valid passport. Many countries require passports to be valid for 6 months after the return date of the tour.

Visa information provided by Cultours applies to US citizens travelling with a US passport. Non-US citizens need to find information themselves about entry regulations for their nationality.

Travellers who are not US citizens need to inform Cultours at the time of booking.

### **AIR FAIRES**

Participants are advised to purchase airline tickets no earlier than 60 days before the tour begins - to avoid airline cancellation penalties if a tour is canceled or otherwise modified. Cultours accepts no liability for the purchase of non-refundable airline tickets.

## **HEALTH**

Participants are solely responsible for being in sufficiently good-health to undertake any tour and for taking all appropriate medical precautions. All of our trips require walking and getting on and off motor coaches. You are responsible for judging your own capacity and to be able to do tour activities without delaying or infringing upon the progress of the trip or the other participants. If you travel with us, we must know at the time of your registration of any health or dietary restriction or any condition that may interfere with or limit your tour participation.

Wheelchair users and people with disabilities should consult Cultours before booking.

According to EU directive 1107/2006, the tour operator can require people with disabilities to be accompanied by a helper during the entire tour.

The tour operator reserves the right to refuse customers they consider to be unable to complete the journey on their own. The tour operator has no liability for such a refusal.

In the case of sickness or accident during the tour, the tour leader will assist with finding medical help. The tour leader does this without any liability for Cultours, and must first prioritise the tour group as a whole with their presence.

## **VACCINATIONS**

Participants are responsible for all necessary vaccinations. Cultours cannot provide medical advice; including advice on vaccinations or the health requirements of particular countries.

Participants are strongly encouraged to contact their family physician or Public Health Service for travel health questions. For foreign travel, you may wish to visit the website of the Center for Disease Control at <http://www.cdc.gov/travel>.

## **TRAVEL INSURANCE**

We highly recommend that you purchase travel insurance. It is essential to ensure that your travel insurance adequately covers incidences of sickness and emergency repatriation. It is the traveller's own responsibility that they have adequate travel insurance. We recommend that your travel insurance also covers refunds for last-minute cancellations. Medical coverage is especially important for trips going outside of the United States where many US policies will not apply.

## **CULTOURS LIABILITY**

Cultours accepts no liability for misprints or other obvious errors. We accept no liability for price-changes due to currency fluctuations, taxes, fees, or other changes beyond our control. Cultours acts only as the agent for the owners, contractors, and suppliers providing services, lodging and transportation in connection with its tours. As an agent, our liability is limited specifically to the conditions assumed by them us in this publication or by other specific contract agreements with providers.

We are not responsible for baggage loss or damage. We urge all tour participants to include baggage loss or damage as part of the travel insurance they may purchase. We are not responsible for losses or additional expenses incurred through delays or changes in flight schedules or transportation service, nor for injury, death, damage, delay or losses due to weather, strikes, bankruptcy, quarantine, acts of war, terrorism or civil disturbances, governmental edicts or regulations, natural catastrophes, or any other causes beyond our control, or caused by a participant's own negligence..

In the event of loss or injury on a tour, due to error or deficiencies, Cultours' liability is restricted to the international conventions.

## **YOUR RESPONSIBILITIES**

As a participant on one of our tours, you must comply by the laws and foreign exchange restrictions of the countries we visit. You must abide by the rules and instructions given by Cultours, the tour leaders and others involved in carrying out the tour. We reserve the right to accept or reject any person as a tour participant, or to expel from the tour any person for any reason who, in our opinion, is not compatible with the interest of the group.

There will be no refunds in the case of exclusion.

If a traveller is dissatisfied with our tour leaders or suppliers, they are required to contact our

representative immediately, who will then try to rectify the situation. If the problem is not solved, they should obtain written documentation which may possibly be required later for a claim. Please note that smoking is not allowed on any of our motor coaches.

### **TRAVEL DOCUMENTS**

Information including precise meeting times and places, hotel addresses, other practical information and travel documents will be sent to you no later than 20 days prior to departure. Please review the documents and advise us immediately of any errors or discrepancies. Special agreements need to be supported by a letter of registration or receipt to be considered a binding agreement with Cultours.

### **CANCELLATIONS AND REFUNDS**

We will refund all payments for a tour if cancellation is received by us more than 90 days before departure - minus a \$100 per person administrative fee. If cancellation is received by us between 90 and 60 days before the departure date, you will forfeit your deposit. If cancellation is received by us between 30 and 60 days of tour departure, you shall be responsible for fifty (50%) percent of the tour cost. If cancellation is received by us less than 30 days before departure, you shall be responsible for the total tour cost.

Cultours reserves the right to cancel a tour with insufficient bookings, or we may suggest other arrangements. In the event of a cancellation, Cultours will contact the participants immediately and refund the payment in full.

### **TRANSFERS**

It is possible to transfer your tour booking to another person who can fulfill the criteria for participation. Please inform us promptly if you would like to do this. In this case, you share the liability with this person for any final payments due. Please note that some tours can have restrictions that make them impossible to transfer.

### **PARTIAL PARTICIPATION**

Refunds will not be made for transport, excursions, meals or other parts of the tour which you do not attend, or for which you only partly make use of or attend.

### **ABSENCE**

In the case of absence from the hotel or group, it is the participant's responsibility to keep themselves updated in regard to departure times and other schedule changes.

### **LOST ITEMS**

Items lost during a tour should be reported to the tour operator with an exact description of the item. The operator will then initiate a search for the item. The tour operator is in no way responsible for missing or lost items. A search for lost items should always start immediately if possible, or directly after your return home. After a short storage time, found items will be delivered to the lost and found department of the police.

### **CLAIMS AND COMPLAINTS**

Any complaints must be received by Cultours no later than 30 days after the end of the tour. Cultours is a member of The Travel Guarantee Fund and the Danish package-tours Appeals Tribunal (Pakkerejse-Ankenævnet). Complaints can be made in English.

Proceedings against us should be brought before the Danish Court of Justice, or settled by arbitration. All claims against us must be processed according to Danish law. The venue for proceedings is the law court in Aarhus, Denmark.

### **APPEALS TRIBUNAL**

Unresolved disagreements between Cultours and customers should be referred to the Danish package-tours Appeals Tribunal (Pakkerejse-Ankenævnet). Pakkerejse-Ankenævnet · Røjelskær 11, 3. sal · 2840 Holte · Telephone: 45 46 11 00 · E-mail: [info@pakkerejseankenævnet.dk](mailto:info@pakkerejseankenævnet.dk)  
Cultours are legally obligated to uphold the decisions of the tribunal.