

Travel Terms and Conditions of the July 2023 Sousa Mendes Tour for Individual and Family Reservations

The undersigned, and any other person receiving goods or services under your TOUR package (individually and collectively "You") by joining the July 2023 Sousa Mendes Tour package, hereinafter ("TOUR") organized by the Sousa Mendes Foundation (SMF), referred to as "GUIDES," agree You received, read and agree to the terms and conditions set forth below, covering the TOUR and the GUIDES.

SCHEDULE OF PAYMENTS

The price of the tour is \$3,880, double-occupancy. Single rooms are available for an additional \$70 per night. To ensure reservation of Your TOUR, the following schedule applies.

On or before **February 1, 2023** (or until spaces are filled), a \$250 deposit will be required by PayPal via GUIDES' website or by check payable to **Sousa Mendes Foundation** and mailed to: **Sousa Mendes Foundation, 1 Tennyson Place, Greenlawn, NY 11740**. The deposit is non-refundable.

The second installment in the amount of **\$1,750** per person must be received on or before **April 1, 2023** by check in US dollars (US participants) or by PayPal via GUIDES' website (non-US participants). The second installment will be refundable until May 1, 2023, minus any PayPal transaction fees (for non-US participants paying by PayPal).

The third and final installment of any remaining balance due must be received on or before **June 1, 2023** and is payable by the same method as the second installment. The third installment is non-refundable. Any additional amount due for pre-trip or post-trip extension(s) or single supplement will likewise be due on or before June 1, 2023 and should be combined with the third installment into a single transaction. You will receive an invoice for the amount due.

Concerning the pre-trip and post-trip extensions, payment in full will be due on or before **June 1, 2023** and should be combined with the third installment into a single transaction. The rates for the extensions are: **\$350** for St.-Emilion tour, **\$350** for Estoril/Cascais/Sintra tour, or **\$650** for the two extensions combined.

Late fees of **\$10/day** will be assessed for late payments (defined as payments received after the deadlines) and will be due via PayPal or check in US dollars before the commencement of the trip.

Payment covers all on-the-ground group activities and expenses including lodging, meals, bus transportation, and guides. Alcohol not included (with the exception of the pre-tour winery excursion). Air travel to Europe not included. Transportation to and from airports not included.

Space on TOUR is limited. Preference will be given to visa recipients and their family members as well as members of the Sousa Mendes family. Additional spaces, if any, will be made available to Holocaust educators and others. Admission to the TOUR package is exclusively at the discretion of GUIDES.

GUIDES reserve the right to cancel Your reservation if deposits or final payments are delinquent. GUIDES also reserve the right to cancel Your reservation because of an Act of God or because enrollments/cancellations make Tour financially unworkable for GUIDES. If Your late payment causes GUIDES to incur additional charges for Express Mail, Federal Express, or any other additional fees, GUIDES reserve the right to bill You for those additional fees. Package accommodations are based on two persons sharing one two-person hotel room (two beds or one large bed) with one private bath or shower.

Package costs and reservations for single or triple occupancy rates are available according to the following formula: single room supplement \$70/night; triple room credit \$70/night for the third person in the room. Single rooms, though assuring privacy, are generally smaller, while triple rooms usually consist of two beds plus a rollaway for the third person. GUIDES reserve the right to make substitutions or changes in the hotel(s) reserved for the TOUR, provided that such changes will be to hotels of similar or higher quality. In such cases, however, amenities may not be the same.

U.S. citizens require a valid passport for travel to Europe. Non-U.S. citizens should consult their consulate for the required documents. You must arrange transfers and transportation to the first hotel designated in Bordeaux at your own expense. Transfers and transportation to subsequent lodgings are included in the TOUR. Extension of the Package or trip beyond the offered optional one-day extensions is at your own expense.

TRAVEL RISKS

Trip participants acknowledge that international travel with a group involves a number of financial and health risks, including but not limited to those due to acts of God, strikes, terrorism, war, weather, power outages, supply-chain difficulties, government restrictions, or the COVID-19 pandemic and illness, or other pandemics, or the SARS-CoV-2 virus (including, but not limited to, all mutations and variants thereof) (collectively “**Force Majeure**”) on travel and business restrictions (such as social distancing restrictions or aggregate gathering limits, shelter in place or stay-at-home guidelines, and venue closures). Participant acknowledges that some or all of the travel, accommodation and /or programs may be cancelled or modified due to Force Majeure factors, and it may not be possible to receive refunds of monies paid due to any such changes. In addition, travel in a group may result in the spread of communicable diseases among the participants. By signing up to participate in this trip, Participants acknowledge these risks and agree to accept them and to release and exonerate the Foundation for any liability or claims arising therefrom.

COVID-19 PROTECTIVE MEASURES

- Each participant needs to carry **health insurance** valid in the countries of travel.
- Each participant needs to provide proof of the most updated **COVID booster** available to them within 6 months leading up to the Journey.
- Each participant is required to bring with them **3 rapid COVID home tests** to be taken on the following schedule:
 - TEST 1 to be taken on the morning of Saturday, July 15 (or Friday, July 14 for those taking the pre-tour extension).
 - TEST 2 to be taken during the journey on a day determined by organizers.
 - TEST 3 to be available if needed.
- **IF A PARTICIPANT TESTS POSITIVE, HE/SHE WILL BE REQUIRED TO LEAVE THE TOUR.**
- No monies will be refunded in this eventuality, as it will be too late for SMF to fill the spot. Instead, participants are urged to obtain trip insurance.

All suits, proceedings or other actions between You and GUIDES arising out of or relating in any way to Your TOUR or these Terms and Conditions, whether founded in contract, tort or other legal theory, shall be submitted to the *in personam* jurisdiction of the Courts of the State of New York and the exclusive venue for all such suits, proceedings or other actions shall be New York City. You hereby waive any claim against or objection to *in personam* jurisdiction and venue in the Courts of the State of New York. The laws of the State of New York, without giving effect to its choice of law principals, shall govern all matters arising out of or relating to these Terms and Conditions or Your TOUR.

You agree to reimburse GUIDES for any reasonable attorneys' fees, costs, interest or other charges GUIDES incur as a result of any litigation or legal dispute between You and GUIDES relating to Your violation of these Terms and Conditions, whether or not actual litigation is commenced.

All bookings for this TOUR are accepted on the specific condition that GUIDES and its affiliates, associated companies, officers, directors, employees, agents, subagents, successors and assigns act only as booking agents for You as a passenger in regard to travel—whether by railroad, motor coach, rental car, private car, aircraft, boat or any other conveyance. GUIDES shall have no liability to You for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or conveyance or for any reason whatsoever, or through the acts of default or any company or person engaged in carrying out the arrangements of the TOUR. Neither GUIDES nor its affiliates, associated companies, officers, directors, employees, agents, subagents, successors or assigns shall be liable to You for loss or consequences due to delay, schedule changes or any cause or irregularity occasioned by cancellation, overbooking, or strikes of airlines, trains, hotels, car rental companies, ground service operators, in addition to *force majeure*, acts of God, etc. Under these circumstances, no portion of land arrangements will be refunded.

You agree to indemnify and hold harmless GUIDES and its affiliates, associated companies, officers, directors, employees, agents, subagents, successors and assigns from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs, however caused, resulting from, arising out of or in any way connected with Your TOUR provided that the provisions of this sentence shall not apply to loss or liability caused by the sole negligence of GUIDES. You agree to waive all claims against GUIDES for consequential damages (including but not limited to loss of income, loss of profit, expenses, loss of business, loss of reputation and loss of use) that may arise out of or relate to Your Package or these Terms and Conditions.

By clicking “I AGREE” You confirm that You have carefully read this document and fully understand its contents. You are aware that this is a release of liability and a contract between You and GUIDES, and You enter into this agreement of Your own free will on behalf of You and Your heirs.