

ENGLAND MADE EASY TERMS AND CONDITIONS - PLEASE READ CAREFULLY

The purchase of any travel services offered by England Made Easy constitutes a contractual arrangement between you (the Traveler) and England Made Easy. Please ensure that you read carefully and understand these Terms & Conditions prior to booking. You are advised to check on the Web sites or to request the latest version of the Terms & Conditions from England Made Easy prior to booking your vacation.

Deposit & Final Payment:

A non-refundable, land deposit of \$600 per person per vacation is required for England Made Easy to reserve space for you, with some limited exceptions as noted below. England Made Easy accepts checks and money orders. Your booking is not confirmed and payment is not deemed made until the deposit is received by England Made Easy and you receive a confirmation invoice. Your reservation will be automatically canceled if deposit is not received within seven business days by England Made Easy. On certain departures, deposits may be required at time of booking to hold or to confirm space for you. Payment of the deposit indicates you have read and accepted these Terms and Conditions.

Please review and verify your booking invoice thoroughly and contact England Made Easy immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. England Made Easy cannot accept responsibility if we are not notified of inaccuracies within 5 days of sending out the invoice. In the case of billing errors, England Made Easy reserves the right to re-invoice you with correct pricing.

Final payment for your vacation is due 90 days prior to commencement of services. If final payment is not received by the due date, your reservation will be canceled and your full deposit will be retained by England Made Easy. England Made Easy is not responsible for canceled land reservations in the event payment is not received by the final payment date. Payment in full is required at time of booking for reservations made within the final payment date of your vacation (in most cases, within 90 days of departure).

Acceptance on the vacation is subject to payment in full, once payment in full has been received by England Made Easy an acceptance confirmation will be sent with your final Travel Documents.

Booking Cancellations & Cancellation Fees:

If a booking cancellation is received by England Made Easy 120 days prior to commencement of services your non-refundable land deposit is transferrable. For individual reservations, the following per person cancellation fees apply.

Standard Cancellation Fees escorted and independent vacations:

- 90-120 days prior to commencement of services: full refund excluding the deposit which will be retained
- 60-89 days prior to commencement of services: 50% of the total price*
- 59-1 days prior to commencement of services: 90% of total price*
- On departure day and later: 100% of total price*

* Total price does not include discounts, promotions, special incentives, fees which are non-refundable after 24-hours from purchase.

Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. Cancellation penalties will be quoted at time of cancellation.

England Made Easy reserves the right to cancel or reschedule any vacation departure for any reason, including insufficient demand or force majeure. If a vacation is canceled prior to departure, England Made Easy' only responsibility will be to refund the amount received for the reservation. England Made Easy will try to rebook the same vacation with a different departure date, or a similar vacation but there is no guarantee of availability of offering. England Made Easy cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements.

Revisions and Revision Fees:

England Made Easy is not responsible if an airline cancels, reschedules, or delays a flight for any reason. You must work with the airline directly to reach your destination or to make any alternate arrangements including amendments to return services. No refunds will be provided by England Made Easy for portions of trips missed due to canceled, rescheduled or delayed flights. If a delay has occurred getting to the destination, it is the responsibility of the traveler and/or travelers to join the trip. However, England Made Easy will try to make arrangements but England Made Easy is not responsible for any additional cost.

England Made Easy will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes.

Participation:

For the benefit of everyone on your vacation, England Made Easy reserves the right to accept or reject any vacation participant and to remove any participant whose conduct is deemed incompatible with the interests of the other participants. England Made Easy will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behavior. All Tour Directors, Educators, Local Hosts, Local Guides, and ship crew speak English and all vacation commentary is conducted in English only. For maximum enjoyment and understanding, you should be able to read and speak English.

Travelers Who Need Special Assistance on Tours and/or Cruises:

You must report any disability requiring special attention while on tour or on cruise to England Made Easy at the time the reservation is made. England Made Easy will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by hotels, restaurants, or other independent suppliers. England Made Easy cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches, cruise ships and other vehicles, or other personal needs. England Made Easy strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with England Made Easy are subject to the Participation clause above.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. England Made Easy is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps. Motorized scooters are not typically suitable on international tours.

Young Travelers:

Travelers who are under 18 years old on the departure date must be accompanied by an adult throughout the vacation and are requested to share an adult's accommodation. Children under 8 years of age are only allowed on specified England Made Easy vacations.

For any special requirements regarding airline tickets for children, contact your airline directly.

The following young traveler discounts apply to England Made Easy vacations. To receive the young traveler's discount, the age of the traveler must qualify at commencement of services.

On England Made Easy escorted vacations, young travelers ages 8-17 receive a 10% discount on the base land vacation price.

Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. We suggest that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

Smoking:

Smoking is not allowed on transportation that is exclusively provided by England Made Easy. On cruise ships, smoking is restricted to certain areas of the vessel. On European river cruise ships, smoking is allowed only on the vessels' outside decks where ashtrays are available. All hotels in Great Britain have imposed a 100% non-smoking policy and many cities have imposed non-smoking regulations in public spaces. As a standard rule, England Made Easy confirms non-smoking hotel rooms. If you require a smoking room a request may be submitted, but we cannot guarantee availability.

Price Policy:

All vacation prices are based on rates (reflecting foreign exchange rates) known at the time of publication and expected to be in effect at the time of departure, and do not include airfare. Vacation prices are per person, based on double occupancy (two people sharing a room). Single room supplements and triple reductions or pricing are listed where applicable or available on request. Not all accommodation types are available on all vacations.

Prices are subject to increase without notice, subject to the guarantees set forth below.

Once England Made Easy has received your full land deposit for any land vacation that land vacation price is guaranteed and you are protected against any land price increase due to currency surcharge. Any subsequent land cost increases are at England Made Easy' expense, not including energy cost increases and/or any government tax increases.

Visas & Passports:

It is your responsibility for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Visa and entry documents must be obtained independently. Non-U.S. citizens must consult with appropriate consulates to determine if any visas are needed. England Made Easy is not responsible for providing you with specific visa and passport information or documentation, for any fees associated with obtaining these documents, and England Made Easy cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation or adhere to specific entry and exit requirements.

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. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements. The process of obtaining a visa and/or passport can take up to three months or more.

Some government agencies in foreign countries require England Made Easy to collect and pass on certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details as requested fully and accurately, your trip may be interrupted or cancelled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.

Hotels, Accommodations & Transportation:

The hotels listed on this website are intended to be used on all departures; however hotels are not guaranteed. England Made Easy reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, including alternate hotels for additional departures on the same date, or hotel location changes within or outside itinerary cities, the hotel substituted will be of equivalent quality, when available, to those shown. No refunds are provided for hotel changes; full cancellation penalties as noted above apply.

Every effort is made to reserve only twin-bedded rooms. Occasionally, some hotels will only provide double-bedded rooms. These rooms will be allocated to couples. Please note that check-in times vary worldwide; England Made Easy cannot control or guarantee check-in times.

In the rare event that included train or air services are unavailable, alternate services will be provided. Itinerary timings are approximate and may be subject to change.

Baggage Allowance:

Porterage at hotels for one suitcase (checked bag) per person is included in the vacation price. Airport/train station porterage is not included unless otherwise specified in your travel documents. Please be prepared to carry your own suitcase on and off airplanes and trains and through airports and train stations.

On all vacations, due to limited motorcoach capacity, your single checked bag should have dimensions not exceeding 30"x21"x11" and weight not exceeding 50lbs (22kg) unless otherwise noted in your Travel Documents. We regret that we are unable to accept a second suitcase or any luggage exceeding these limits on any vacation.

Air carrier restrictions may vary from the limitations listed above. Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination, and are becoming more restrictive. England Made Easy is not responsible for additional fees imposed by air carriers for baggage and these fees are not included in the airfare or the vacation package price. You will be required to pay these fees directly to the airline at check-in. Regulations within most airports require that travelers handle their own luggage through customs. No responsibility is accepted by England Made Easy for loss of or damage to baggage or any of the traveler's belongings throughout the duration of the vacation. Baggage insurance is recommended. See the England Made Easy Web site for Travel Insurance recommendations.

Carry-on bags should not exceed the dimensions of 12"x11"x6". For safety reasons, wheeled carry-on bags are not suitable as hand luggage on motorcoaches and mini-buses and will be stowed with checked baggage. Carry-on bags must be small enough to store in overhead bins or under the seat in front of you on motorcoaches and other transportation.

Gratuities:

Gratuities are included for services during the land stay of your vacation. This includes wait staff at included meals, hospitality staff at hotels for nights purchased through England Made Easy, and porterage at hotels for one suitcase per person. Gratuities for your Tour or Cruise Director, Educators, Local Hosts, Local Guides, Tour Driver, and ship's crew are not included in the vacation price and are discretionary.

Not Included in the Land Vacation Price:

The following charges are not included in the land vacation price: airfare to and from the start of your vacation; airline baggage fees including checked and/or excess baggage fees; Federal inspection fees for the Federal U.S. Customs and Immigrations; International Air Transportation tax; agricultural tax; other per person taxes imposed by government entities; airport taxes and fees including the September 11th Security fee up to \$10 per person, passenger facility charges up to \$18 per person, Federal domestic flight segment fees up to \$3.70 per segment, and U.S. and International arrival and departure and other government-imposed added by the airline and applicable at time of booking; port taxes; passports; visas and vaccinations; tips to your Tour or Cruise Director, Educator, Local Host, driver, Local Guides, and/or ship's crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; minibar; alcohol, beverages, and food outside of the contracted England Made Easy menu as presented at a hotel or restaurant or onboard your vessel (these extra items will be billed to you before leaving the hotel, ship, or restaurant); airport transfers on non-qualifying flights; optional excursions; additional activities and excursions purchased online; portage at airports and train stations; Travel Protection; and all other items of a personal nature.

Refunds:

Please note that any request for refunds is subject to these Terms & Conditions; no refund will be made for unused services, for unused transportation where group activity tickets are involved or for voluntary modifications made by the traveler.

Service Inquiries after the Vacation:

As it is difficult and sometimes impossible to properly investigate a complaint if England Made Easy is not advised of such complaint quickly, any compensation you may have been able to claim could be reduced or even forfeited if you do not follow the complaints procedure set out in this clause.

After returning from your vacation, if you wish to inquire about any services provided, please ensure that all correspondence relating to those services is received by England Made Easy (see address under "Responsibility").

Any complaint or claim involving the vacation services offered on this web site, involving the negligence of any suppliers, sub-contractors, or agents in relation to any service provided to the vacation participant, must be notified to England Made Easy while on vacation.

Holidays:

During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. England Made Easy cannot be held responsible for any closures, necessary itinerary changes or curtails for any reason.

Christmas Market Vacations: Please note that Christmas markets generally close around the third week of December.

Safety:

Please be aware that during your participation in vacations operated by England Made Easy, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. England Made Easy will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While England Made Easy will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a vacation and/or optional excursions you agree that you will hold England Made Easy harmless regarding any provision of medical care or the adequacy of any care rendered. England Made Easy is not responsible for such risks and dangers that may arise beyond our control. Payment of your deposit indicates you accept these risks and dangers and agree to hold England Made Easy harmless for such.

Photographs or Pictures:

Photographs or pictures appearing on this web site should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown on the vacation pages are current at the time of printing and may not reflect the actual routing should the itinerary change.

Optional Excursions & Activities:

Optional activities and excursions ("the Services") available for booking are provided by local operators or other third parties that are entirely independent of England Made Easy and do not form any part of the product or services sold to you by England Made Easy or of these Terms & Conditions, even where England Made Easy suggests particular operators/other third parties and/or assists you in booking such optional activities or excursions. Your contract for such Services will be with the organizer or operator of that Service and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. England Made Easy has no liability for any such optional activity or excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the optional activity or excursion.

Any advice or assistance on or with any Service provided by any local representative does not mean or imply that the Service is sold, supervised, or controlled by England Made Easy or that any such advice or assistance is given on behalf of England Made Easy. Vacation participants are asked to check with the operator of any optional activity or excursion and the applicable Terms & Conditions before booking.

For operational reasons, not all optional excursions listed in the tour itinerary, published online or in travel documents may be available during your vacation. Your Tour Director or Educator will advise of availability while on tour.

Responsibility:

England Made Easy, 6348 Gordon Creek Circle, Mountain Green, Morgan 84050, Utah, USA, is an independent company licensed to market and distribute travel products, and arrange for the vacation services offered on this web site, including transportation, sightseeing, and accommodations through independent contracts.

Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the Company or its affiliates. All certificates and other travel documents for services issued by the Company are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, the Company's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g., the Warsaw Convention, the Montréal Convention for international travel by air, the EU Regulation on Air Carrier Liability for air carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

After departure, if the services included in the vacation cannot be supplied or there are changes in an itinerary for reasons beyond the control of England Made Easy, depending on the circumstance, England Made Easy will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of vacation participants, and any resulting savings will be refunded by England Made Easy to vacation participants.

England Made Easy reserves the right to accept or reject any person as a vacation participant; to expel any participant from the vacation; to make changes in the itinerary whenever England Made Easy deems it necessary for the comfort, convenience, or safety of the participants; and to cancel a vacation at any time.

The vacation participant agrees that neither England Made Easy nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under a Travel Protection Plan, or any other person.

Any dispute between the vacation participant and England Made Easy directly or indirectly relating to the Terms & Conditions shall be first submitted to mediation at Salt Lake City, Utah, before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding arbitration under Utah law. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in the State of Utah.

Arbitration against England Made Easy must be commenced within one year following the date of vacation completion. Neither the Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages.

No person, other than an authorized representative of the Company by a document in writing, is authorized to vary, add, or waive any term or condition on its Web site, including any term or condition set forth in the preceding provisions.