

BOOKING TERMS AND CONDITIONS

Read this agreement thoroughly and carefully before booking with us. It is a legally binding contract.

AGREEMENT: The terms and conditions set forth in this agreement (also referred to as “**Terms**”) constitute the entire understanding and agreement between you the Participant (“**Participant**”) and Learn and Travel LLC, a New Jersey limited liability company (“**Learn and Travel**,” “**we**,” or “**us**”), with respect to any and all bookings, reservations, tours or other transactions for goods and/or services made with Learn and Travel (“**Services**”).

By booking a space in a Learn & Travel educational program (“**Program**”) with us, paying a deposit or signing this agreement, you accept all of the terms in this agreement on your own behalf and on behalf of all persons listed on the booking (also referred to individually as, “**Participant**,” and collectively, “**Participants**”), and direct us to perform services for each and every Participant.

RESPONSIBILITY: Learn and Travel acts only as an agent for language schools abroad and other relevant suppliers in providing the Program and Services. Learn and Travel LLC takes reasonable care in selecting competent, reliable and qualified suppliers based on information that is reasonably available to us. That said, we act only as an intermediary for the various independent suppliers that provide language courses and programs, lodging, meals, airport transfers, transportation, sightseeing and other activities, or other goods and services connected with your Program (“**Supplier**” or “**Suppliers**”). You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by us, and are not agents or employees of us. We are not responsible for our Suppliers actions or inactions. We are also not responsible or liable for (and will not provide a refund for) a Supplier’s delay, cancellation, overbooking, or strike.

RESERVATIONS AND ACCEPTANCE OF BOOKING: You may reserve space in a Program online, by email, or by phone. A booking is not accepted, and there is no contract for services between us, until you receive written confirmation from us that your booking has been accepted and you have paid all required deposits. Written confirmation may be made by email. We reserve the right to treat any reservation that is not fully paid according to the reservation and payment terms as a cancellation and subject to the cancellation terms below.

AIR TRANSPORTATION AND OTHER EXCLUSIONS: The Program itinerary describes the items that are excluded from your Program costs in addition to those listed here. Airfare and airport transportation from/to your home to your departure airports are not included in the Program cost. For certain Programs and under certain conditions, we may offer to assist you with finding roundtrip airfare from any USA gateway to Boryspil International Airport in Kyiv, Ukraine by providing Participants with flight and airfare information. It is your responsibility to book your own flights between Boryspil International Airport, Kyiv, Ukraine and their departure city. All airport transfers are also your responsibility. Other exclusions include but are not limited the following items: transportation costs to and from any excursions during the Program, transportation during the Program apart from the airport transfers discussed below (e.g., bus and taxi fare), excursions and other activities during the Program that are not

included in the Program itinerary (these are considered to be personal extra expenses incurred during the Participant's free time), dinner (except as noted), all drinks/alcohols.

INCLUSIONS: The Program itinerary contains the items that are included in your Program. Generally, the Program cost includes the following or makes available for an extra fee as noted:

- Ground Transportation: Shuttle from/to Boryspil International Airport and your accommodation in Ukraine and excursion buses fares in Ukraine (day tours as it is stated on the website, a trip to and from Lviv at the weekend)
- Accommodations: Learn and Travel will book on the Participant's behalf a room in the one of the hostels listed in the Program itinerary, typically with the assistance of the language school. Details on the accommodations are available in your Program booking materials.
- Language Classes: The Program includes 10 three-hour classes in Ukrainian or another language the Participant selects upon booking, as described in the Program itinerary that the Participant selects. Basic studying materials are also included (pens, notebooks and learning materials). The classes are taught in small groups of six (6) by a professional qualified language teacher. A certificate of Program Completion is awarded to Participants who complete the Program. Participants will have opportunities to practice their knowledge with native Ukrainian peers to master language skills. **Participants agree to attend all scheduled classes and to participate in all activities organized by the school.**
- Meals and Drinks: Daily breakfast and lunch in Kyiv are included in the Program cost. The Program itinerary contains information about these meals. Dinners, except for the farewell dinner as well as breakfasts and lunches during the two-day tour to Lviv, **are not included** in the Program cost and are considered to be the Participants personal expenses. Alcoholic beverages, non-alcoholic drinks, mineral water and other drinks are NOT included in the Program cost.
- In-Country Program Manager/Guide (Extra Fee): Professional, English-speaking tour managers/guides will be available for an extra fee during the Program to accompany Participants on sightseeing tours and excursions during their free time.
- Excursions: Entrance fee for walking tour of downtown Kyiv, a two-day trip in Lviv, and a trip to the outskirts of Kyiv are included in the Program cost. These excursions will be provided by our independent travel agency suppliers in Kyiv, with professional guides accompanying Participants on the excursions.

PROGRAM CONSULTING FEES: Learn and Travel provides the following consulting services for each booking of a Program for a fee of US\$500 ("**Program Consulting Fee**"), which is in addition to the Program cost and must be paid when the balance of the Program cost is due:

- Identification of and information on educational programs and destinations that match the Participant's interests and goals
- Information on accommodations, transportation options, activities and excursions
- Travel tips and suggestions
- Written itinerary customized to the Participant's interests
- Online support before and during the Program

This Program consulting fee is non-refundable and due with the final payment of the Program balance. For more complex Programs, an additional program consulting fee may be charged in addition to the Program Consulting Fee of \$500.

DEPOSITS AND FINAL PAYMENT: A deposit of **\$600.00 per person** for the Program cost is required within seven (7) days of booking the Program. Final payment of the Program balance, including the Program Consulting Fee, is due no later than 50 days prior to departure.

Payments may be made by check or PayPal, which takes credit card and debit card payments. If you pay your deposit by check, we cannot confirm your reservation until your payment has cleared the bank. Checks returned by the bank will incur a returned check fee. You will be responsible for all bank transfer and payment fees. If you wish to pay by wire transfer, contact us to make arrangements.

Send checks to us at the following address:

**Learn and Travel LLC
37 Gervin Road
Lawrenceville, New Jersey 98648**

As discussed below, the **Program cost does not include airfare**. You are responsible for making your own flight arrangements to arrive in the destination before the Program start date.

LAST MINUTE BOOKINGS: If you wish to travel **30 days or sooner** before the Program start date for a Program, full payment for the Program will be due immediately at booking plus an additional fee of \$75.00 for late bookings.

CANCELLATIONS BY YOU AND REFUNDS: To cancel your booking, you must submit your request to us in writing by email at travel@learnandtravel.com.ua or postal mail at Learn and Travel LLC, 37 Gervin Road, Lawrenceville, New Jersey 98648. Cancellation fees will be applied per person according to the following schedule, based on the date we receive your written notification (mail, email or fax), not when you send it or notify us by phone.

Cancellation Fee

Program Consulting Fee of \$500 plus the following

- 35 or more days prior to the Program start date: \$400
- 30 or fewer day prior to the Program start date: 100% of the Program cost

We and our third party language school suppliers each reserve the right, at our discretion and good faith, to cancel the Program due to a lack of participants. In this case, a full refund will be paid to the Participant with no extra compensation.

***Important Note Regarding Other Cancellation Costs:** Cancellation and transfer schedules for some Programs are stricter; consult your itinerary for any special cancellation terms, which also apply. Further, any non-refundable deposits made to third-party suppliers and third-party cancellation fees will be subtracted from any refunds due under this section.

No refunds will be provided for any unused portion of a Program once the Program begins, including if you leave a Program for any reason, miss the Program's start date, or have to be removed from a Program. There are no exceptions to this cancellation and refund policy, including for reasons related to weather, terrorism, civil strife, airline default, strikes, personal, family or medical emergencies or any other circumstances beyond our control. For this reason, **we strongly encourage you to purchase trip cancellation and interruption insurance at the time of booking.**

CHANGE REQUESTS AND FEES: If you request to change your Program dates or alter your itinerary any time after we confirm your booking, we will do our best to accommodate your request. If we are able to make such changes, a minimum change fee of \$150 will apply, although the fee could be higher. The type and scope of change dictates the total amount of the change fee. Our outside suppliers, including language schools and hotels, often impose additional fees or penalties for changes and cancellations. These will be included in the change fee and can be substantial. Change requests must be in writing.

CANCELLATIONS OR CHANGES BY US AND FLEXIBILITY: We reserve the right to cancel, alter or modify any Program without prior notice for the safety and/or comfort of Participants and for circumstances of Force Majeure. You acknowledge that the language program, amenities, accommodations, transportation, activities, schedule, and itinerary may change without prior notice due to local circumstances or events, which may include mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems, and other unforeseeable factors. If, prior to departure, we make a significant change because of a problem with a supplier (e.g., bankruptcy), we will, as soon as reasonably possible, notify you of available alternatives.

Any changes may require a supplemental payment from you or result in a refund less any cancellation fees and nonrefundable deposits. If we cancel, which is rare, a check for a full refund will be issued to you less any nonrefundable deposits and fees advanced to local suppliers, and any other third party cancellation charges. This refund will constitute full settlement of claims you may have arising out of our cancellation. No refunds under this paragraph will be provided due to cancellations or changes due to Force Majeure.

PRICE ADJUSTMENTS: Quoted trip prices are set far in advance of departure based on our projections of the number of Program Participants, fuel, exchange rates, inflation, tariffs, government fees, airfares and other costs using available information. The price at booking is guaranteed under normal conditions. In the rare event that current costs create an unsustainable financial situation if we were to fully absorb the increases, we reserve the right to pass on these unexpected costs to you in whole or in part. If we do so

and your trip price increases by more than 10% of the original Program Cost excluding any insurance premiums, you may cancel the booking within 10 days' notice of the surcharge and obtain a full refund less any non-refundable deposits to our suppliers. We will work with our suppliers to try and obtain any non-refundable deposits so that we can give you a full refund. We cannot guarantee such a result, though. We will give you advance written notice of any price increase and the reason for it.

NO REFUNDS FOR PERSONAL EXPENSES: You will not be reimbursed for any personal expenses such as airfare, hotel or other travel expenses due to changes or cancellations in the Program.

BAGGAGE: Check with your specific airline(s) for baggage fees and restrictions. Most domestic U.S. carriers and some international carriers charge for each piece of checked baggage. International flights often have weight restrictions for baggage, including checked bags and carry-ons, that are more limited than you may be accustomed to. You are responsible for your baggage and personal effects throughout the Program. Keep track of your belongings just as you would at home. All costs incurred for lost, misplaced, damaged or delayed baggage are at owner's expense.

FORCE MAJEURE: Learn and Travel will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If we and any of our Suppliers are affected by Force Majeure, we and our Suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the tour.

TRAVEL INSURANCE/PROTECTION: The Program cost **does not** include travel insurance. We strongly recommend that you purchase comprehensive travel insurance, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you. Participants will be asked to provide proof of insurance at least 30 days before the Program start date. Failure to do so can result in cancellation of the Participant's enrollment into the Program, subject to the cancellation fees stated in this agreement.

PRE-DEPARTURE DOCUMENTATION: It is important that you carefully read all Program documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within **45 days** of your receipt of those documents. This agreement must be signed by you. If you fail to submit these and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

PASSPORT AND VISAS: You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire Program. Passports are required for all citizens

traveling abroad and should be valid for at least 6 months after your date of return. We suggest you apply for or renew a passport early. Visas, permits, vaccination certificates, and other documents may be required. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory

Section of the U.S. State Department, 1-888-407-4747, <http://www.travel.state.gov/>. U.S. citizens may register for the U.S. government's Smart Traveler Enrollment Program, a free service, at <https://step.state.gov/step/>.

HEALTH REQUIREMENTS AND MEDICAL CARE: By signing this agreement, you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants or affect other people's enjoyment of the Program. If you have a physical condition, dietary restrictions, or other conditions (pre-existing medical) that will require special attention during the tour, you must inform us in writing when the booking is made. We or our Suppliers may require a medical certificate if you have a special condition.

CODE OF CONDUCT: Participants are expected to behave in a courteous manner and to respect other Participants, students, teachers, school staff and all others with whom they encounter during the Program. The illegal use of drugs, substances of any kind that impair judgment, alcohol abuse, harassment, bullying, inconsiderate behavior, violation of school rules, unlawful behavior, and illegal conduct is unacceptable and will not be tolerated. We and our in-country Suppliers, including but not limited to language schools, reserve the right to address violations in accordance with applicable rules, policies, this Agreement, and/or the law.

DENIAL OF PARTICIPATION: We reserve the right to deny participation in the Program without notice to any person at any time before or during the Program that we, in our sole discretion, judge to be incapable of meeting the rigors and requirements of the Program or whose actions or deportment we judge unsuitable for the Program. Violation of our code of conduct, as determined in our sole discretion, is grounds for immediate removal from the Program. Any costs resulting from being removed from a Program or being declined participation in a trip is at your expense.

COMPLAINT PROCEDURE: If you have a complaint during the Program, you must promptly notify us or your in-country contact, so that they can attempt to remedy the situation. Failure to do so while you are in the Program will extinguish or reduce your ability to claim compensation from us. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit any potential refunds.

If you are not satisfied after using this notice procedure, you must submit your complaint in writing to us within 30 days of the tour's end date.

PROGRAM START DATE: It is your responsibility to be ready to participate in the Program on the start date as specified in the Program itinerary and in your booking documents. We are not responsible for any losses due to canceled or missed flights, changed flight itineraries, late arrivals, or early departures.

COMPLIANCE WITH LOCAL LAWS AND TOUR ETIQUETTE: You must strictly comply with all local laws, respect local customs and culture, respect other Participants, and follow the suggestions and advice of any in-country contacts. The decision of the local Suppliers is final on all matters that may threaten the safety or interfere with the well-being of others. During the Program, the local supplier has the right in their sole discretion to remove anyone who they determine to detract from others' enjoyment of the tour.

IMAGES RELEASE: You agree that Learn and Travel LLC may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travelers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us or your tour leader in writing before the start of the tour.

LIMITATION OF REMEDIES: You agree that the sole remedy for any default by Learn and Travel arising under this agreement shall be the return of the paid Program cost, to the extent consistent with applicable law. To the maximum extent permitted under applicable law, Learn and Travel shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Learn and Travel has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION: In consideration of, and as a part of the payment for, the right to participate in such tour, trek, expeditions, or other activities and the services arranged for you by Learn and Travel LLC and its agents and associates, and to the fullest extent permitted by law, you on behalf of yourself and your heirs, legal and personal representatives, next of kin, successors and assigns (collectively, "**Releasors**"), expressly a) **RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Learn and Travel, its owners, officers, employees, managers, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, contractors and subcontractors, guides, successors and assigns, and the owners and lessors of any land or facilities they use (collectively, "**Releasees**"), **from and against any and all liability, claims, demands, losses or damages which you now have or may later have against Releasees arising out of, relating to, or in connection with the tour, activities and services provided, arranged or advertised by Learn and Travel LLC, whether arising from the Releasees' negligence or otherwise;** b) **AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** ("indemnify" meaning to defend and to pay or reimburse) Releasees from and against any and all claims, injuries, costs, damages, losses or suits, including attorney's fees,

brought by or on behalf of anyone, arising out of or relating to your participation in the activities and use of services provided, arranged or advertised by Learn and Travel, even if such claims allege negligence by Releasees or others; and c) **AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** Releasees against any claim by any person, including minors, arising in whole or in part from an injury or other loss suffered or caused by you in connection with the tour arranged for you or the services provided, arranged or advertised by Learn and Travel LLC.

_____ **Initial**

YOU AGREE THAT THE TERMS OF THIS AGREEMENT SHALL SERVE AS A COMPLETE RELEASE AND EXPRESS ASSUMPTION OF RISK for yourself, all members of your family and all minors traveling with you, your and their heirs, legal and personal representatives, next of kin, successors and assigns; it being your intention to fully assume all risks associated with this tour and to release Learn and Travel LLC from any and all liability to the maximum extent permitted by law.

_____ **Initial**

SEVERABILITY: If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable, and which achieves, to the extent possible, the original objectives and intent of the original provision.

SUCCESSORS AND ASSIGNS: This agreement shall inure to the benefit of and be binding upon Learn and Travel LLC and you and your respective heirs, legal and personal representatives, successors and assigns.

UPDATING OF TERMS AND CONDITIONS: We reserve the right to update or alter these Terms at any time. Any amendment will take effect seven days after being posted to our website or immediately upon notice to you in writing by email or mail. An up to date hard copy of these Terms will be sent to you upon your written request. You are deemed to have accepted any amendments to these Terms on the date that is seven days after their posting on our website. We recommend that you refer to these Terms prior to travel to familiarize yourself with the most up to date version available.

APPLICABLE LAW AND CHOICE OF FORUM: This agreement will be interpreted according to the laws of the State of New Jersey in the United States. Jurisdiction over any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed exclusively in federal court or state court in Trenton, New Jersey. You agree to personal jurisdiction in the specified forum. You also agree that this agreement is intended to be as broad and inclusive as permitted under applicable law.

MERGER: This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Signature: _____

Print Name: _____

Date: _____