

France Tour 2010: Darcy, Springs, and Aqueducts
June 2 – 7, 2010

Terms & Conditions

Tour Background

Patricia Bobeck, hydrogeologist and translator of Henry Darcy's book, The Public Fountains of the City of Dijon, doing business as **Geotechnical Translations** (hereinafter called GT) has designed the itinerary for this tour. She worked with tour operator **Planète Incentive** (hereinafter called PI) of Bedoin France, who organized the tour, including making hotel, restaurant, travel, and sightseeing arrangements in France.

Booking

By completing a reservation form and accepting the terms and conditions, you, the tour participant, establish a binding contract between yourself and Planète Incentive. PI cannot accept a booking without a signed booking form.

Release/Waiver

The tour participant will be required to sign a waiver form at the start of the tour accepting that traveling can incur risks and that the participant accepts these risks by participation in the tour.

Payment, Reservation & Deposit

Payment will be made through Geotechnical Translations. Payments may be made by credit card or check.

Payment Schedule: 20% of the tour cost (including single supplement, if applicable) is due at the time of reservation. Please note that the tour cost depends on the number of registrants. Between 10 and 14 participants, \$3785; between 15-19 participants, \$3250; between 20 and 25 participants, \$2975.

Tour deposit = 20% x \$3750 = \$750. When tour registration reaches 15 persons, the deposit will be adjusted downward to reflect the lower cost for the larger group. If final registration exceeds 14 or 19, final payments for early registrants will be adjusted downward to reflect the lower tour cost.

Supplement deposit = 20% x \$820 = \$164.

Final payment is due April 1, 2009 for travel to begin June 2, 2009.

Your reservation may be cancelled if full payment is not received by April 1.

Cancellation and Refunds

If you cancel:

After making your reservation but PRIOR to April 1, 2010; that is, by March 31: No fees.
Between April 1 – April 30, 2010: You will be charged \$300.

After May 1: You will be charged 100% of the trip cost, in other words, there will be NO refund.

All cancellation notices must be made in writing and will become effective as of the postmark date.

There will be no refund if you leave the trip for any reason while it is in progress. No refunds will be made for any unused portions of the trip.

Minimum Tour Participants & Cancellation

We reserve the right to cancel the trip in the event that inadequate enrollment makes the tour economically infeasible to operate. In this event, registrants will be notified immediately. In the event of insufficient registration, GT/PI will offer to operate the tour if all registrants agree to a supplemental charge to offset the low registration, or we will offer an alternative tour date. If the participants do not want to pay the supplement, GT/PI will refund payment in full. If the tour is canceled prior to departure, the GT or PI will refund you all monies paid for the tour. This will constitute the full settlement. We will not be responsible for any additional costs or losses that the tour participant may incur by due to cancellation of the tour, including refund of nonrefundable airline tickets or for any airline tickets purchased by the passenger directly from an airline or travel agent.

Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. This may result from a variety of reasons, including, but not limited to, war, adverse weather conditions, riots and/or matters involving participants' safety, and operational circumstances such as damage caused by fire. In these events, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience.

GT/PI is not required to make refunds once the tour commences regardless of the reason for participants being unable to complete the tour. Trip cancellation insurance is highly recommended.

Force Majeure

Force majeure refers to any unusual and unforeseeable circumstances beyond our normal control, the consequences of which could not have been avoided even with the exercise of all due care. Such circumstances or events include, but are not limited to, war, threat of war, riot, civil unrest, industrial disputes or strikes, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural disasters, industrial disasters, fire, theft, flooding and adverse weather conditions. In the event of any of the above, refunds or compensation payments cannot be made. The participant waives any claim against Patricia Bobeck, Geotechnical Translations, and the tour operator Planète Incentive for any such loss, damage, injury, or death.

Changes to Tour Schedule

The itinerary is subject to modifications by the designated tour operator. Every reasonable effort will be made to operate programs as planned, but alterations may still occur after final itineraries are sent. The hotels mentioned in the brochure are subject to availability at the time of confirmation and may be replaced by a hotel of the same category. PI reserves the right to amend the tour schedule. This may result from a variety of reasons, including, but not limited to, war, adverse weather conditions, riots or matters concerning participant's safety, operational circumstances or damage caused by fire. As a result of these circumstances, the itinerary, including tour routing, attractions and hotels, tour guides and other travel arrangements may need to be adjusted accordingly. This may also mean that a tour finishes earlier or later than planned. PI is not liable for any additional costs or losses that may be incurred by the tour participant due to a change in

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the tour's schedule. This includes, but is not limited to, any extra hotel reservations or car rentals, or the cost of non-refundable airline tickets.

Contact information

Tour information will be disseminated by email, so it is vitally important that you enter a correct email address on the registration form. Once your registration form has been received and your deposit processed, we will notify you by email that your place has been confirmed and inform you when the balance is due. We'll also email you all the information you'll need for the trip.

Prices

The prices stated in the trip cost document are per person, based on a double occupancy. A supplement will be charged for single accommodations.

The tour price does not include airfare between the US and France.

Prices and the program are subject to change according to gas surcharges or an increase of SNCF rates. If it is necessary to levy a surcharge, we reserve the right to do so, and notification will be made at the time of final invoicing. Prices depend on the confirmation of rates Euro/USD as mentioned (1 € = 1.50 U\$).

Insurance

Travel, health and accident insurance, including trip cancellation insurance is available at an additional cost and is strongly recommended.

Responsibility

PI is responsible for providing the services listed in the tour brochure and at our website, where it is within our control. We carefully select and regularly monitor our contractors, such as hotels and restaurants. PI is responsible for carefully planning all travel and tour preparations. PI is not responsible or liable for any accidents. PI reserves the right without prior notice to withdraw any part or all of a tour and to make such changes as may be necessary. Furthermore, it is agreed by you, the participants, that the owners, operators and agents of this tour, including PI are not the guardians of any participant's safety, and that, furthermore, the owners, operators, and agents of this tour, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or the customer's participation in the tour, which might result in illness, injury, death or other damage to the participant, his property, family heirs or assigns. The liability of PI as the tour operator is limited to a total of two times the tour price irrespective of the title or claim.

PI's agents are representatives are not a party to this contract, nor are they responsible of liable for failure to provide any service as may be described in our literature pertaining to the contract.

The tour price includes:

- Accommodation for 3 nights in Paris, in **Hotel Observatoire Luxembourg 3***** with full breakfast, based on double or twin occupancy.
- Accommodation for 2 nights in **Hotel du Nord in Dijon, 3***** with continental breakfast, based on double or twin occupancy.
- Accommodation for 2 nights in Avignon at **Cloître St Louis 4****** with buffet breakfast, based on double or twin occupancy.

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- Transfers in Paris between Paris Roissy CDG airport and your hotel, based on shuttles 1-4 passengers each.
- Private coach services on Thursday morning in Paris with transfer from hotel to Palais de Chaillot then to Sewers museum, for Friday afternoon to the Louvre Museum (and return) and on Saturday morning between hotel and Gare de Lyon railway station.
- Private coach services in Dijon for station/Hotel transfers and return and for one full day visit in Burgundy area.
- Private coach services in Avignon for ½ day tour to Pont du Gard, Uzès, Nîmes and for ½ day tour to Fontaine de Vaucluse in Avignon then transfer to TGV station on last day.
- Trip on TGV train between PARIS / DIJON / AVIGNON and return in 2nd class.
- **All meals mentioned in our program**, 3 lunches, 5 dinners including water and wine (¼ bottle per person).
- Entrance fees as mentioned.
- Assistance of one person from our agency in Paris throughout the tour,
- Technical tour leader Patricia Bobeck will present the geological background and information on Henry Darcy and his projects.
- Pre-tour information, including a reading list.
- English guidebook for the tour, including geological descriptions and major cultural and historical information for visited sites, bibliography for additional reading and films of interest.
- One copy of the English translation of Henry Darcy's Public Fountains of the City of Dijon.

The tour price does not include:

- Meals on your own as mentioned.
- All personal expenses: Bar, phone, laundry, room service, etc.
- Tip for bus drivers.
- Extra on wine during meals or wine changes.
- All services not mentioned in our program.
- Optional 2CV Tour in Paris, \$150/person, and
- Airfare to Paris prior to the tour and from Paris after the tour.

Passport, Visa, Driving & Health Regulations, Vaccinations

The tour participant is responsible for complying with passport, visa and health regulations and for any consequences resulting from non-compliance. A US passport is required for travel in France. It should expire 6 months after the completion of your trip. You should consult your doctor for information any recommended vaccinations. No special vaccinations are required to enter France. We recommend you check with your health insurance provider to make sure you have health insurance while traveling in France. **Please make a copy of all of the above documents and give them to the tour operator prior to the start of the tour.**

Copies of documents

You are strongly encouraged to make photocopies of

- a) both sides of the credit cards you will use in France.
- b) the first pages of your passport.

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Keep these separate from the credit card and passport while traveling.
In the event of loss or theft, it will make it much easier to notify authorities.

Luggage

Baggage and personal effects are at all times the sole responsibility of the participant. PI can carry two pieces of luggage for each tour participant in the shuttles. Items of an immediate or personal nature such as passports, money, cameras should be carried on or near the participant's body. PI assumes no responsibility for any loss, damage or delay in delivering baggage to tour participants. Any loss or delay of luggage carried by PI should be insured under the participant's travel insurance policy.

Health Requirements

You must be in good physical and mental health. Any physical condition, diet, or treatment requiring special attention must be reported in writing when the reservation is made. By registering for the tour, the participant certifies that he/she is in good physical condition and is capable, without assistance, of walking a minimum of two miles over uneven terrain and of climbing stairs that may not have handrails. Participants should have sufficient stamina to keep pace with an active group of travelers on long days of touring. Furthermore, the participant certifies that he/she does not have any mental, physical or other condition or disability that would create a hazard for him/herself or other participants.

Age Requirements

Anyone 18 or under must be accompanied by a parent or guardian for entire journey. Children must be a minimum of 12 years of age.

Photography

We reserve the right to take photographs or videos during the tour and to use the resulting photography for promotional purposes. Any photos and videos taken by PI while on the tour remain the copyright of PI. Participants who do not want their images used in this way are asked to note this preference on the reservation form.

Weather

PI cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

Other

Additional Terms and Conditions may apply and if so, will be provided with pre-trip mailings. By registering for the tour, the participant agrees to the Responsibility statement and the Terms and Conditions herein.

Changes

All changes to the contract must be confirmed in writing by PI.

Printing, Typing and Calculation Errors and Omissions

PI reserves the right to correct any printing or typing errors, omissions or calculations mistakes at any time.

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Complaints

Should a participant feel that the organizers have not met their obligations, the participant should bring it to the attention of the accompanying tour guide. If however, the participant is not completely satisfied, any further comments should be put in writing, within 14 days of your return, specifying the nature of the complaint to:

Planète Incentive

4, Les Hauts Sauviers – Chemin des Clops

84410 – BEDOIN – France

TEL: +33.9.71.55.20.71

FAX: +33.4.90.12.86.79

GSM: +33.6.03.49.28.58

LI 084.06.0003 – APS GUARANTEE

Civil Responsibility: Generali No. AH253203

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REGISTRATION FORM - Tour Name: France Tour 2010 June 2-9, 2010

You may fax this form to 512-382-0600 or mail it to P.O. Box 161391, Austin, TX 78716.

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|---|------|---------------|-----------------|-----------------------|----|
| First Name | | Last Name | | Title (Dr., Mr., Ms.) | |
| Daytime Phone | | Evening Phone | | Mobile Phone | |
| Email (essential) | | | | | |
| Address | | | | | |
| Address | | | | | |
| City | | State | Zip Code | Country | |
| Please indicate here if you need a Single Supplement | | | | Yes | No |
| Please indicate here if you want to do the optional 2CV Tour of Paris | | | | Yes | No |
| Special Requests | | | | | |
| Billing Information | Visa | Master Card | Check No. | | |
| Card No. | | | Expiration Date | 3-Digit Sec. Code | |
| Billing Name and Address As It Appears on the Card | | | | | |
| Address | | | | | |
| Address | | | | | |
| City | | State | Zip Code | Country | |
| Daytime Phone | | | | | |
| Please sign to indicate you have read and accept the terms and conditions listed above. | | | | | |