

Artscape Travel

Terms and Conditions

Responsibility

Artscape Travel, LLC, its designated tour operator(s), tour administrator(s), tour leader(s), tour guide(s), and other staff (herein known as “Artscape Travel” or “We”) shall provide educational enrichment and leisure travel experiences for Travelers (herein known collectively as “Traveler(s)” or “You”) as outlined on the Reservation and Booking Agreement. Artscape Travel acts only as an independent agent in making arrangements for any transportation carrier, lodging accommodation, dining establishment, ground operator, or other suppliers of services connected with these travel experiences (“other providers”), and the other providers are solely responsible and liable for providing their respective services.

Artscape Travel shall not be held liable for, and you agree to release and hold harmless Artscape Travel from (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider, or by acts of God; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, mechanical failure, fire, flood, war, rebellion, terrorism, pilferage, insurrection, sickness, quarantine, epidemics, theft, weather, or any other cause(s) beyond their control.

Artscape Travel shall not be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the Traveler's departure city. Baggage and personal effects are at all times the sole responsibility of the Traveler(s). Transfers depart at the scheduled time from the designated pickup airport, so please check each itinerary in this brochure for pick-up airport details. Artscape Travel requests Traveler(s) organize their flights to arrive prior to departure transfer time and accepts no responsibility for Travelers arriving late, or for airline delays resulting in them missing the scheduled transfer. If a late arrival occurs, Traveler(s) may be required at their own expense to make their own travel arrangements to meet the group.

By registering for an Artscape Travel trip, each Traveler 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. Artscape Travel and its representatives reserve the right in their sole discretion to accept, decline to accept, or remove any Traveler(s) on an Artscape Travel trip. Artscape Travel reserves the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of the Traveler(s).

Disclaimer

The information on this website is for information and booking purposes only. Artscape Travel assumes no liability or responsibility for, and makes no representations, guarantees or warranties about, any information, claims, services or links on this website, or any websites or services linked to or accessible from this website. Your use of this website, Artscape Travel's services, and any other services listed or accessible from this website is at your own risk. Any testimonials or endorsements on this website do not constitute a guarantee, warranty or prediction concerning your use of Artscape Travel's services. The results portrayed, described, and or referenced on this website were dependent on the facts of each personal experience, and results may differ if based on different facts.

Other Terms of Use

Basis of Rates: All prices are based on two persons sharing a room. All prices and fares are quoted in U.S. dollars. The rates are based on current tariffs and are subject to change due to unforeseen circumstances. While we will do everything possible to maintain the listed prices, if it is necessary to levy a surcharge, Artscape Travel reserves the right to do so, and notification will be given at the time of final invoicing.

Single/Shared Accommodations: A limited number of single rooms are available at an extra cost on a first-come, first-served basis. We will assist persons requesting a roommate. Travelers will be notified if a suitable roommate is not available, in which case the single rate will be charged.

Included in Trip Cost: Meals as indicated in the itinerary (B = breakfast, L = lunch, D = dinner); accommodations; educational materials; pre-departure information; entrance and sightseeing fees noted as included in the itinerary; all gratuities unless otherwise noted on the itinerary page; ground transportation during the trip; transfers to and from group flights where applicable; services of Artscape Travel experts, lecturers, guides, tour leader, tour operator, tour administrator, and any other staff; and taxes, port charges, baggage handling, and service charges. Please note: the "B, L, D" notations apply to the period during the trip only and do not include any meals on flights to or from the trip.

Not Included: Air transportation and related fees; any optional activities as may be noted in the itinerary; gratuities unless otherwise noted on the itinerary page; passport and visa expenses; baggage, accident, interruption, and cancellation travel insurance; personal expenses, such as laundry, telephone calls, internet when not included, fax communications, items ordered that are not on set menus, alcoholic beverages; painting/photography supplies, and any other items not specifically noted as included. For travel insurance, we recommend you seek the advice of a qualified insurance agent. Please note: Each Traveler is responsible for obtaining proper valid travel documents. No refund will be made for failure to carry proper proof of citizenship that leads to a denied entry onto the aircraft, or any country on the itinerary. We highly recommend you renew your passport if the expiration date is within 6 months of your travel date.

Reservations, Payments, Cancellations, and Refunds: Reservations will be accepted in order of receipt. To reserve space for an Artscape Travel experience a deposit is required as listed with each itinerary. Final payment is due no later than 120 days prior to departure. Payments may be made by check or credit card. All checks should be made payable to Artscape Travel, LLC. All checks must clear the Traveler's bank account for the reservation to be considered valid and confirmed. Failure to comply with the payment policy as set forth above will result in automatic cancellation of the reservation. Special discounted rates may apply for bookings paid in full prior to 120 days and, if offered, such discounted rates are noted on each itinerary.

Your reservation may be cancelled if full payment has not been received by 120 days prior to departure. For reservations made within 120 days of the departure date, full payment is required when the reservation is accepted. All cancellation notices must be received in writing and will become effective as of the date of the postmark. If you cancel 120 days or more prior to departure, a refund less an administrative fee of 50% of your deposit will be made. Per-person charges for cancellations that occur less than 120 days prior to departure ("Cancellation Fee Period") are as follows: 91-119 days prior to departure: 100% of your deposit amount; 45-90 days prior to departure: 50% of the cost of the trip; 44 or fewer days prior to departure: 100% of the cost of the trip. This policy also applies to any pre- and post-trip extensions. Any revisions made within the Cancellation Fee Period, such as a change in departure date or choice of trip, are subject to this cancellation policy. Any airline tickets issued are subject to the carrier's refund policy. Leaving a trip in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of a trip. Refunds will be processed within 90 days of receipt of written cancellation notice.

Artscape Travel reserves the right to cancel any trip because of inadequate enrollment that makes the trip economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the Travelers. If a trip is cancelled prior to departure due to enrollment, Artscape Travel will provide you with a full refund of monies paid; except in the event that the cancellation is due to a significant event that makes it infeasible to operate the expedition as planned, in which case Artscape Travel will provide you with a refund and/or credit toward a future Artscape Travel trip equivalent to monies paid. If Artscape Travel cancels the trip in progress, you will receive a prorated refund based on the number of days not completed on the trip. There are no refunds for services not utilized while on an Artscape Travel trip. Artscape Travel will not be responsible for any refund for nonrefundable airline tickets or for any airline tickets purchased by the passenger directly from an airline or travel agent.

Itinerary Changes: The itineraries and staff presented on this website are subject to modification and change by Artscape Travel or its designated providers. Every reasonable effort will be made to operate trips as planned, but alterations may still occur after final itineraries are sent. In the unlikely event that the travel guide, lecturer, and/or tour leader scheduled to accompany a particular travel experience is unable to

perform his or her duties due to unforeseen contingencies, Artscape Travel reserves the right to substitute another travel guide, lecturer, and/or tour leader.

Health Requirements: You must be in good physical and mental health. Your trip may involve a considerable amount of walking and stair-climbing in the regions visited and it is important that all Travelers have a level of physical fitness that allows them to take part without the need of assistance from others. Any physical condition, diet, or treatment requiring special attention must be reported in writing when the reservation is made.

Photography: Artscape Travel and its representatives reserve the right to take photographs or videos during the operation of any trip or part thereof and to use the resulting photography, videos, or recordings for promotional or commercial use. By making a reservation with Artscape Travel, the Traveler agrees to allow his/her likeness to be used by Artscape Travel and any authorized third parties, and the tour operator(s) without compensation to the Traveler. If the Traveler prefers that his/her likeness not be used, he/she must notify Artscape Travel in writing prior to departure of the trip.

Copyright in all photographs, video, and related materials created by the Traveler during the trip shall belong to the Traveler upon creation. The Traveler grants to Artscape Travel a non-exclusive, worldwide, irrevocable license to use any photographs, video, and related materials provided to Artscape Travel and/or other providers in any media for the following limited purposes: editorial use, promotion of this editorial use, or promotion of Artscape Travel's travel experiences and programs.

Tax Considerations for artists: If you regularly sell your own paintings, you may fall into the semi-professional or professional category for taxation purposes and the cost of the trip may be tax-deductible. We recommend that you seek the advice of a qualified tax adviser.

Damages: Traveler(s) understand and hereby agree to submit any and all claims in writing to Artscape Travel within thirty (30) days after the completion of the trip, and to file any suit against the Artscape Travel no later than one (1) year after completion of the trip, and that the failure to timely do so shall result in the forfeiture of the right to such claim.

In no event, shall Artscape Travel be liable for other than the compensatory damages and Traveler(s) hereby waive expressly and knowingly any right to incidental, consequential, and punitive damages.

Traveler(s) agree to file any such action or claim only in the state or federal courts located in Hartford, Connecticut, and hereby agree to such venue and consent and submit to the personal jurisdiction of such courts for the purposes of litigating any action or claim.

Law applicable: The agreement between Artscape Travel, LLC and Traveler(s) is governed by the laws of the State of Connecticut.

Other: If other Terms and Conditions apply to a particular trip they will be provided with pre-trip mailings.