



MAESTRO PERFORMANCE

TOUR SPECIALISTS

Sharing A New Song

Donnell Patterson
Music Director

MULTICULTURAL
ENGLAND
Performance Tour

*featuring Manchester,
Liverpool, Sheffield,
Nottingham, Birmingham,
Bristol & London*

10-day itinerary
June 30-July 9,
2024



TOUR BROCHURE

KUONI TUMLARE

TOURING INCLUSIONS

Roundtrip international flights from Boston
Full-time professional bilingual tour manager
Private deluxe motorcoach per the itinerary
Accommodations in 3* and 4* centrally located hotels, double occupancy, including hotel city taxes

- ✓ **3 nights – Manchester**
- ✓ **2 nights – Birmingham**
- ✓ **3 nights – London**

Daily breakfast (8)

Dinners (5) – three-course; starter/entrée/dessert/table water

Entrances and excursions, per the itinerary

Local guides Liverpool, Manchester, Birmingham, Bristol, Essex, London

Tipping for tour manager, local guides, coach drivers

PROTECTION PLANS

Travel Insured International (A Crum & Forster Company) provides optional protection plans for our travelers. Adult retail protection plans are based on the age of traveler, state of residence, and trip cost. Products are available directly from Travel Insured, and the best rates and full variety of options can be viewed by clicking [HERE](#) or visiting <http://www.travelinsured.com/agency?agency=47888>

Kuoni Tumlare recommends the **Worldwide trip Protector (WWTP) plan**, which provides the most comprehensive coverage and the ability to purchase **Cancel For Any Reason (CFAR)** optional benefits. **This brochure includes a summary of WWTP coverage, and instructions for viewing rates and purchasing plans.** Other plans are available.

Current rates for a Massachusetts resident, aged 50, with a \$4239 tour:

- **Worldwide Trip Protector:** approximately \$225
- **With optional CFAR as add-ons:** approx. \$324
- Alternate plans begin at approx. \$181

IMPORTANT NOTICE for purchasers of the optional Worldwide Trip Protector coverage with the optional CFAR benefit; Travel Insured requires the optional CFAR benefit to be purchased within 21 days of an individual's deposit.

Other plans can be purchased through the date of final payment. Once purchased travel protection is refundable within 14 days of the effective date of your coverage.

PERFORMANCE SPOTLIGHT

- *Liverpool a cappella Informal Sing*
- *Manchester Joint Concert & Exchange with local ensemble*
- *Birmingham Joint Concert & Exchange with local ensemble*
- *Bristol a cappella Informal Sing*
- *London Joint Concert & Exchange with Local ensemble*
- *London Workshop*



TOUR RATE: \$4239

Based on a minimum of 60 paying Participants

\$4489 (based on 50)

\$4759 (based on 40)

OPTIONAL FEES/DISCOUNTS

Single Room Supplement **\$800**

Alternate Return Flight **\$100+**

Land-Only Discount **-\$950**

REGISTRATION & PAYMENTS

Registration and payments must be made online (with MasterCard or Visa or by mail for checks); directions provided during registration.

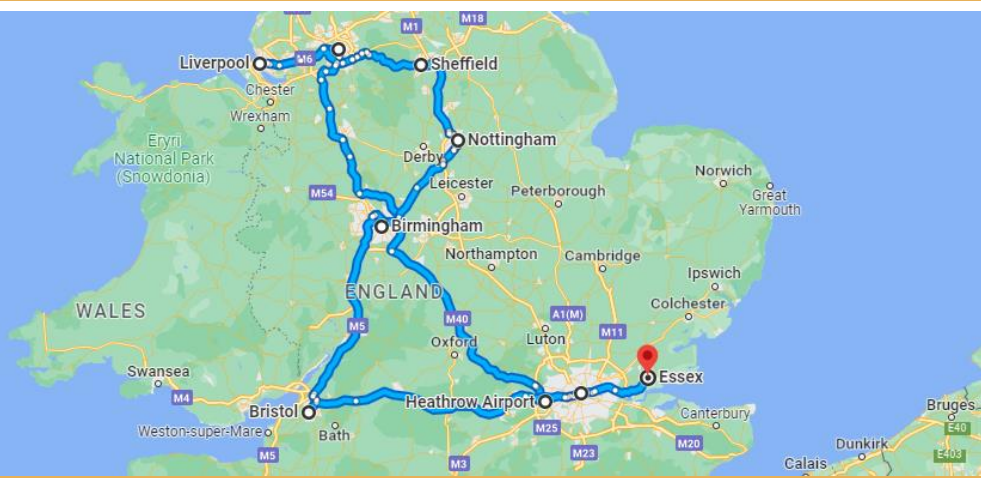
Registration + \$500 – November 17

\$1000 payment – January 5

\$1000 payment – February 2

\$1000 payment – March 2

Final payment – April 5



10-DAY ITINERARY

KEY

Meals are abbreviated as breakfast (B) and dinner (D)

Inclusions and entrances are **bolded in black type**

Performance details are **bolded in blue type**

Itinerary subject to change, pending final confirmation of services

day 1: Sunday, June 30, 2024

OVERNIGHT FLIGHT

Welcome Sharing A New Song! Your curated performance tour begins with today's overnight trans-Atlantic flight to the United Kingdom.

day 2: Monday, July 1, 2024

MANCHESTER (D)

Arrive at London's Heathrow Airport, where your full-time bilingual **tour manager** will greet you in the Arrivals Hall and welcome you to England! Begin explorations right away, as you board your private coach and transfer to Manchester, with a stop along the way for a visit to **Stonehenge**, and an independent lunch later on (your journey will cross approximately 270 miles today). Arrive at your centrally located accommodations, check-in, and refresh from your journey. This evening enjoy a **welcome dinner** with a glass of wine at a local restaurant, or at the hotel.

day 3: Tuesday, July 2, 2024

LIVERPOOL/MANCHESTER (B)

Enjoy an included **breakfast** at the hotel today, and each day for the remainder of your trip. Visit nearby Liverpool today for touring with a **local guide**. Included is a visit to the International **Slavery Museum**, dedicated to the history of the transatlantic slave trade and its legacies, exploring Liverpool's global significance, and the impact of Africans and African descended people in the UK and how they shaped Britain. You will also see the **Black Merchant Seamen War Memorial**, in Falkner Square, commemorating the role of Black merchant seamen in WWII, to learn about the many thousands of seafarers who supported the fight for freedom. Time is scheduled for an independent lunch, and the opportunity to explore under your own arrangements, and you may wish to visit the Liverpool Beatles Museum. **An informal a cappella sing will be pre-arranged at the Slavery museum, or an alternative location.** Return to Manchester for an independent dinner and evening activities on your own.



day 4: Wednesday, July 3, 2024

MANCHESTER (B/D)

Breakfast at the hotel. Join a **local guide** for a panoramic and walking tour of Manchester's diverse history. Included is a visit to the **Manchester Museum** to see and learn of the Tusk from Benin, part of the loot taken by British soldiers during the bloody 1897 Nigerian expedition. Free time is provided for an independent lunch. **Meet with a local gospel choir for a cultural exchange and joint concert. Time is scheduled for socializing, and to workshop one or two songs to perform together during the event. A shared dinner is provided, along with use of a piano or an 88-key, fully weighted keyboard. Evening transfer** from concert venue to hotel.

day 5: Thursday, July 4, 2024

BIRMINGHAM (B)

Breakfast at the hotel, before checking out of the hotel. Journey by private coach today to the Midlands. Along the way, visit Sheffield and the **SADACCA Social Centre**. The library houses a collection of books and learning aids that champion the Black experience in the diaspora, giving representation to Black British writers of African and Caribbean descent. There may be the opportunity to meet with a local community group including social interaction. Continue on to Nottingham, to see the **George Africanus Plaque**; born in 1763 in Sierra Leone, and sold into slavery, he became known as Nottingham's first Black entrepreneur, as he set up the Africanus Register of Servants, a kind of employment agency when he was a free man. There is free time for an independent lunch. This afternoon you will arrive in the city of Birmingham, and check-in to your centrally located accommodations. Evening activities and dinner are under your own arrangements.

day 6: Friday, July 5, 2024

BIRMINGHAM (B/D)

Breakfast at the hotel. Join a **local guide** for sightseeing of Birmingham, and its Black heritage, including the gritty inner-city area of Handsworth and its unique history of the African Caribbean community in the city. **Meet with a local gospel choir for a cultural exchange and joint concert. Time is scheduled for socializing, and to workshop one or two songs to perform together during the event. A shared dinner is provided, along with use of a piano or an 88-key, fully weighted keyboard. Evening transfer** from concert venue to hotel.



day 7: Saturday, July 6, 2024

BRISTOL/LONDON (B)

Breakfast at the hotel, before checking out of the hotel. Your travels across England continue, as you depart Birmingham bound for London. Along the way, visit the city of Bristol, including a **guided** visits to the **Bristol Museum and Art Gallery** and St. Paul's, to learn about the first Black People in Bristol and some of the most historic moments in Black British history. **An informal a cappella sing will be pre-arranged the museum, or an alternative location.** Continue to London, and check-in to your centrally located accommodations. Dinner is under your own arrangements.

day 8: Sunday, July 7, 2024

LONDON (B/D)

Breakfast at the hotel. Enjoy a panoramic and walking tour of London with **local guide**, including a focus on Black history and the **Black Plaque project** commemorating notable men and women who have shaped Black British history. These plaques are located across London city and help to visitors to remember each individual and their remarkable achievements. There may also be the possibility to visit the **Black Cultural Archives'** collections and celebrations of the histories of people of African and Caribbean descent in Britain – possibly enhanced with a discussion with members of the local community. You may wish to visit **Autograph ABP** – an image archive documenting the cultural history of Britain and its diverse communities, cultural identity, race, representation, and human rights. **Meet with a local gospel choir for a cultural exchange and joint concert. Time is scheduled for socializing, and to workshop one or two songs to perform together during the event. A shared dinner is provided, along with use of a piano or an 88-key, fully weighted keyboard.** **Evening transfer** from concert venue to hotel.

day 9: Monday, July 8, 2024

LONDON (B/D)

Breakfast at the hotel. **Participate in a workshop with a local conductor or clinician: a request has been noted to work with the London African Gospel Choir if possible.** The remainder of the day is scheduled at leisure to relax and further explore the city of London. This evening there is a special **dinner finale** with wine, and **evening transfer**.

day 10: Tuesday, July 9, 2024

DEPARTURE (B)

Enjoy **breakfast** at the hotel, before departing for Heathrow Airport. Your tour manager will assist with airline check-in, and there is time for one last goodbye. Alternatively, consider a longer stay with an available alternate return flight.



ALTERNATE RETURN REQUEST

Would you like to stay in Europe at the end of your tour and continue traveling on your own?

We offer the option of changing your return airline ticket, to the date and gateway of your choice. We anticipate the summer season of 2024 to be very popular, and recommend that you make plans well in advance, to access the best flight and fare availability.

ALTERNATE RETURNS - are available at the end of a tour program. Print legibly in ink, and return this single page form a minimum of 130 days prior to your group's departure, and as early as possible to access the best flight and fare availability. Individuals who select an alternate return are responsible for their own ground transportation, beginning with the end of their group's tour program, and including return transfers to their newly selected airport.

AVAILABILITY - individuals may choose their new return date; alternate gateways are generally available to all destinations in Europe, but are dictated by the specific air contract of each tour program. Group flights must be confirmed prior to reviewing an individual's alternate return request.

FEES - a \$100 air deviation charge applies to any individual wishing to extend their stay, plus any applicable change in air fare related to your requested change. Air deviations are subject to availability of group rates.

Sharing A New Song

Scheduled group return: July 9, 2024 - London to Boston

Participant's Name:

Daytime Phone Number:

Email Address:

Alternate Return Date:

Day of the Week:

Alternate Return Departure City/Airport:

Additional Comments:

SIGNATURE - by signing this form, I acknowledge acceptance of Kuoni Tumlare's General Terms and Conditions, as well as the specific conditions listed above.

(print)

(date)

WORLDWIDE TRIP PROTECTOR SUMMARY

Travel Insured International (A Crum & Forster Company) is the provider of protection plans for our travelers. We offer group plans for youth tours, and individual retail plans for adult tours.

Adult retail protection plans are based on the age of traveler, state of residence, and trip cost. We recommend the full range of coverage provided by the **Worldwide Trip Protector** plan which provides the most comprehensive coverage. Other plans may be available with reduced coverage and cost, which may limit access to the CFAR and Bed Rest (quarantine) options. **CFAR must be purchased within 21 days of your initial trip deposit.**

Included is a summary of coverage, and current rates for a 50-year-old traveler from Massachusetts with a **\$4,239 tour rate**. This is a summary for reference purposes only. Please review the full terms of your preferred protection plan on Travel Insured's website prior to purchase.

Worldwide Trip Protector: \$225 per person

With optional CFAR (cancel for any reason) coverage as an add-on: \$324 (must be purchased within 21 days of your tour deposit)

Alternate plans begin at approx. \$181

TRIP CANCELLATION

Trip Cancellation – up to 100% trip cost

Reimburses up to 100% of your full trip cost when you are forced to cancel for a covered reason.

Frequent Traveler Reward – up to \$250

Reimburses up to \$250 for the penalty cost charged for putting miles or reward points back in the account they were removed from when you cancel your trip due to a covered reason.

TRIP INTERRUPTION / DELAY

Trip Interruption – up to 150% Trip Cost

Reimburses up to 150% of your trip cost if you must start your trip late or are unable to complete your trip due to a covered reason. This reimburses the non-refundable cost of unused travel arrangements and added transportation costs.

Trip Delay - \$1500 (up to \$200/day – 3 hours)

Reimburses up to \$200 per day for reasonable hotel and meal costs (among others) when you are delayed 3 hours or more due to a covered reason, up to a maximum benefit of \$1500.

Change Fee – up to \$250

Reimburses up to \$250 for fees associated with a change to your air itinerary of fees assessed by your travel supplier for changing your original trip arrangements due to a covered reason. Coverage begins when you depart on the first travel arrangement of your trip.

Itinerary Change – up to \$500

Reimburses up to \$500 for non-refundable event/activity expenses paid by you for activities missed due to a supplier's itinerary change.

WORLDWIDE TRIP PROTECTOR SUMMARY

MEDICAL PROTECTION

Medical Evacuation and Repatriation of Remains – up to \$1,000,000

Provides up to \$1 million to transport you to the nearest medical facility capable of providing adequate medical treatment if needed to treat an unforeseen sickness or injury determined to be acute, severe or life threatening, transport you back to your point of origin (with a medical escort if recommended by a physician), and transport your remains back to your origination point in case of unexpected tragedy.

Accident & Sickness Medical Expense – up to \$100,000

Medical Expense benefits for up to \$100,000 to cover treatment costs when an accident or illness strikes during your trip.

BAGGAGE PROTECTION

Baggage & Personal Effects - \$1,000

Provides up to \$1,000 when bags or personal effects are lost, stolen, damaged or destroyed during your trip.

Baggage Delay – up to \$500 (3 hours)

Reimburses up to \$500 for necessary personal items (such as clothing) when your bags are delayed 3 hours or more after your arrival at a destination other than your return destination.

OTHER

Single Supplement – included

Reimburses additional costs incurred as a result of a change in the per person occupancy rate if a person booked to share accommodations with you cancels or interrupts his/her trip due to a covered reason.

Political/Security Evac & Natural Disaster Evac - \$150,000

If you require emergency evacuation for a Political/Security Event or a National Disaster while traveling outside your home country, this provides up to \$150,000 for reasonable expenses incurred to transport you to the nearest place of safety or to your point of origin.

Accidental Death and Dismemberment – 24 Hour – up to \$10,000

Provides a benefit when you suffer loss of life, limb or sight resulting from an accident during your trip (other than while covered for Air Flight Only benefits).

OPTIONAL CANCEL FOR ANY REASON (CFAR) - available as an Add-on

Provides up to 75% reimbursement of your trip costs if you cancel 48 hours or longer before departure. To be eligible for CFAR, you must purchase your plan within 21 days of the date that your initial trip deposit is received. You must also insure the costs of any travel arrangements subsequently added to your trip within 21 days of payment or deposit for those additions.

WORLDWIDE TRIP PROTECTOR SUMMARY

INSTRUCTIONS FOR VIEWING RATES AND PURCHASING PLANS

1. Click the following link which will take you to the Kuoni Tumlare page of Travel Insured: <http://www.travelinsured.com/agency?agency=47888> - or click [HERE](#)
2. Complete the fields contained in the blue "Help us choose the right plan for you".
3. Ensure you are viewing plans for your state of residence (Massachusetts, or otherwise as the case may be)
4. Click "Get a Quote".
5. There are several plan options, however the **Worldwide Trip Protector** has the most robust coverage and offers the opportunity to add the optional **Cancel For Any Reason (CFAR)** as an add-on. It is important to read and understand these plan descriptions, however note that CFAR coverage, "Can provide up to 75% reimbursement of your prepaid, non-refundable trip costs if you cancel 48 hours or longer before departure."
6. CFAR add-on options - once you receive your on-screen quote options, click on the yellow "select" button to add any additional options you would like. When you click on any of these options, you will see that the quoted price will update itself.
7. Complete the form and submit (the quote is based upon age of traveler, state of residence, and trip cost).
8. If you would like to purchase this product, click on the rate (with the shopping card icon); sign-in, create an account, or checkout as guest, and purchase the plan.
9. Please note that once purchased, Travel Insured offers a 14-day "free look"; afterward the policy is non-refundable (although modifiable and available for use on another trip within three years from the date of purchase).

Travel Insured's customer care: 800 243 3174

GENERAL TERMS AND CONDITIONS

These terms and conditions explain a contractual arrangement between you and Kuoni Tumlare relating to the group booking. Any group booking made shall be deemed to be an offer by your agency to purchase the relevant accommodations and/or travel products subject to these terms and conditions.

These terms and conditions explain a contractual arrangement between _____ (“you”) and Tumlare Corporation (“Kuoni Tumlare”) relating to your Group Booking (as defined below). Any group booking made shall be deemed to be an offer by your agency to purchase the relevant accommodations and/or travel products subject to these terms and conditions. Kuoni Tumlare and Customer may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”. By signing this Agreement, a legal contract is formed between Customer and Kuoni Tumlare.

WHEREAS, Customer desires to purchase the Group Booking which consists of one or more of the following (non-exhaustive) list: accommodation, air travel, rail transport, coach transport, tour manager services, interpreters, entrances, restaurants or tourist attractions, and any combination thereof, prepared by Kuoni Tumlare; and

WHEREAS, Kuoni Tumlare desires to provide such Group Booking to Customer;

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. General Terms

- a) Group pricing is based upon a minimum group size of 60 paying passengers. Should your group size fall below this minimum, Kuoni Tumlare reserves the right to adjust your tour pricing.
- b) Kuoni Tumlare reserves the right to adjust the tour price at any time before receipt of your final payment as a result of any of the following: (1) trade fairs; (2) a greater than 3% change in the relevant currency rates; or (3) changes in government taxation or fuel surcharges.
- c) All personal incidental charges incurred by each traveler must be paid directly to the supplier at the time of service.
- d) Coaches have limited capacity for luggage of 1 piece of standard airline baggage per person.
- e) Prices are valid only for a group transferring together in the same vehicle (unless otherwise indicated).
- f) In some cases, coach accessibility may be restricted at your destination.
- g) All necessary entrance documents (such as passports, visas, etc.) are the responsibility of the agent, group leader and/or individual travelers.
- h) Please advise if any travelers have special requirements. Any related arrangements are subject to availability and may incur additional costs.

2. Tour Planning and Payment Terms

- a) Payment Schedule:
 - i. Individual Registration \$200 per person non-refundable deposit at time of booking
 - ii. 125 days prior to departure: Rooming list is required; Reduction of unsold space (blocked air reduced to actual group size)
 - iii. 95 days prior to departure: Final payment is due
- b) Any prepayments related to hotels, air fare, or other inclusions may be required in addition to the above mentioned amounts. A different schedule of deadlines, payments, and terms and conditions may apply.
- c) Payment must be made in the quoted currency 1) by bank transfer; 2) by check, 3) online by credit card (Mastercard or Visa, may be subject to an additional management fee). A fee of \$200 will be charged to all late final payments. A fee of \$100 will be charged for all returned checks.
- d) Organizations AND participants are held liable for any and all credit card, bank transfer, and check payments, and agree to not dispute payments made in accordance with the agreed upon terms and conditions of your contract. Any fees resulting from a deviation from the terms and conditions are the responsibility of the payer and must be reimbursed to Kuoni Tumlare.

3. Cancellations

- a) Cancellation fees will be charged based on the following schedule, unless otherwise indicated at the time of confirmation:
 - i. Registration Fee: \$200 per person non-refundable
 - ii. 125 to 95 days prior to departure (Monday, February 26, 2024): 20% of tour cost
 - iii. 94 to 65 days prior to departure (Thursday, March 28, 2024): 40% of tour cost
 - iv. 64 to 35 days prior to departure (Saturday, April 27, 2024): 50% of tour cost
 - v. 34 to 0 days prior to departure (Monday, May 27, 2024): 100% of tour cost

*If an individual in the group cancels and causes a roommate to be accommodated in a room for sole occupancy, single supplement fees will be charged to remaining traveler.

- b) Services and/or additional deposits which have been prepaid by Kuoni Tumlare on behalf of the group may be subject to an additional cancellation fee (e.g. theatre tickets, non-refundable hotel deposits, airline deposits, etc.).

4. Airline Policy (if applicable)

- If group size falls below 10 travelers, a surcharge will apply.
- Individual flight deviations will cost \$100 + difference in air fare.
- Deposit requirements, deadlines, and penalties will be advised at the time of confirmation.

5. Amendments

- a) For amendments made to the Group Booking, additional supplier fees may apply (rail tickets, theater, etc.).
- b) Should you wish to alter the tour while on the road in any way, Kuoni Tumlare shall not be liable for any costs, loss, claims, expenses, or damage that may occur. Any alternative services arranged by Kuoni Tumlare on your behalf, will require payment in advance.

6. Claims

- Claims must be made within 30 days of completion of travel.
- Refunds cannot be issued for unused travel services arranged by Kuoni Tumlare.

7. Release

- a) Kuoni Tumlare retains the right to document tours, groups, and individuals with still and/or video photography likenesses (the “Images”). Kuoni Tumlare will have complete ownership of such Images, including the entire copyright, and you will not have any future claim to them.
- b) These Images shall be used for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium by Kuoni Tumlare.
- c) Kuoni Tumlare, its agents and employees will not film anything which reveals your personal data.
- d) You hereby release Kuoni Tumlare and its legal representatives for all claims and liability relating to said Images.
- e) You also hereby waive any and all rights to any compensation for the use of such Images.

8. Force Majeure

- a) Kuoni Tumlare shall not be in breach of the terms and conditions of this Agreement nor liable to Customer for performance, injury, damage, any loss, additional costs, or expenses connected with Kuoni Tumlare’s delay and or inability to fulfil our obligations under this Agreement by reason of any Force Majeure Event (as defined below) and this Agreement may thereupon be modified or terminated in whole or in part by written notice. A “Force Majeure Event” for purposes hereof means any act or circumstance beyond Kuoni Tumlare’s reasonable control and which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment, in whole or in part including, without limitation, the occurrence of any of the following which meet that criteria: fire, flood, earthquakes, strikes, explosion, acts of war, wars, riots, acts of terrorism, civil unrest, civil disorder, demonstration, disasters, government regulations, curtailment of transportation facilities, travel restrictions, disease or pandemics (as then announced by the World Health Organization or similar health agency) or other acts of God.
- b) If Kuoni Tumlare is so delayed or unable to perform its obligations as a result of such Force Majeure Event, in whole or in part, Kuoni Tumlare shall promptly notify Customer thereof in writing, explaining the reason for such delay or inability to perform. Extension of time for performance of this Agreement shall be subject to the availability and the terms and conditions of the vendors, suppliers, and subcontractors necessary to carry out the terms and conditions of this Agreement.

9. Assumption of Risk

- a) Customer is aware that travel such as what is described in the Group Booking may involve hazardous activities, some in remote areas of the world, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Kuoni Tumlare, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. Customer is aware that weather conditions may be severe, adverse and/or unpleasant. Customer is also aware that medical services or facilities may not be readily available or accessible or consistent with standards in the United States during some or all of the time during which Customer may be participating on the tour and that when available may not be of the quality which exists in the USA.

- b) In order to partake of the enjoyment and excitement of this tour, Customer accepts the risks and uncertainty involved as being an integral part of the Group Booking and hereby accept and assume full responsibility for any and all such risks of illness, injury, inconvenience or death.

9A. COVID-19

- a) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (the WHO). As is such, Kuoni Tumlare cannot prevent Customer from becoming exposed to, contracting, or spreading COVID-19 as it is not possible to wholly prevent against the presence of the disease. Therefore, if Customer chooses to utilize Kuoni Tumlare's services, Customer may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19. By signing this Agreement, Customer acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Customer may be exposed to or become infected by COVID-19 to which such exposure or infection may result in personal injury, illness, permanent disability, and death by attending such an event.
- b) Customer hereby forever release and waive its right to bring suit against Kuoni Tumlare and its owners, officers, venues, directors, managers, officials, trustees, agents, employees, or its other representatives ("Kuoni Tumlare Representatives") in connection with the exposure, infection, and/or spread of COVID-19 related to utilizing Kuoni Tumlare's services, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Customer understands that this waiver means that it gives up its right to bring any claims, including for personal injury, death, disease, property loss, or any other loss, and gives up any claim it may have to seek damages, whether known or unknown, foreseen or unforeseen. Such waiver shall be effective unless such damage or injury results, in whole or in part, from the negligence or willful misconduct, acts or omissions of Kuoni Tumlare or Kuoni Tumlare's Representatives.
- c) As of the drafting of this Agreement, there are no requirements on entry regarding a COVID-19 vaccine. However, in the event that one exists in the future before/during the Tour, Kuoni Tumlare will provide the Customer with a notice of this new requirement as an addendum to this Agreement. Regardless of this future potential requirement, Kuoni Tumlare strongly recommends that all customers still obtain the COVID-19 vaccine if and when it becomes readily available.

10. Liability and Indemnity

- a) Kuoni Tumlare shall not be liable for and shall be indemnified by Customer in respect of any loss (direct, indirect special or other consequential loss or damage) or third party claims (including any cancellation fees), whether based in contract, tort, negligence, strict liability or otherwise, that arises out of or is in any way connected with the performance or nonperformance by Kuoni Tumlare or any supplier, or any accident, death or injury to person or property due to an act or omission by any hotel or other supplier providing or rendering services included in the booking.
- b) Other than those warranties which, under the laws applicable to this Agreement, are implied by law, and are incapable of exclusion, restriction or modification, Kuoni Tumlare and Kuoni Tumlare's suppliers expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.
- c) Customer agrees to defend and indemnify Kuoni Tumlare, its affiliates, and our respective officers, directors, employees and agents from and against any claim, cause of action, demand, loss, damage, fines, penalties or other costs of any kind, including without limitation reasonable legal and accounting

fees, in excess of the liability described above term, in any action filed or commenced by any third party against Kuoni Tumlare as a result of (1) breach by the travel agent or traveler of these terms and conditions or the documents made part of these terms and conditions by reference, (2) violation of any law or the rights of a third party, or (3) any negligent act, omission or intentional misconduct of the travel agent or traveler.

11. Governing Law and Arbitration

- a. The Parties agree that these terms and conditions are governed in all respects by the laws of the Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms and conditions.
- b. Any dispute, difference or claim with regards to or arising from the terms and conditions of this Agreement or its violations, termination, or invalidity (individually and collectively, "Dispute") shall be settled by amicable negotiation by the Parties. If the Dispute cannot be settled within thirty (30) days from the first date of consultation between the Parties, the Dispute shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of AAA ("Rules") for the time being in force by one (1) arbitrator appointed in accordance with the Rules. The language to be used in the arbitration proceedings shall be English and the seat of arbitration shall be Boston, Massachusetts. The written award rendered by the arbitration shall be final and binding upon the Parties.

12. Miscellaneous and Disclaimers

- a) Kuoni Tumlare purchases transportation, hotel accommodations, restaurant, and other services from independent suppliers not under its control. Kuoni Tumlare will serve only as agents for these suppliers in securing tour arrangements, and therefore will not accept any responsibility or liability for wrongful, negligent, or arbitrary acts or omissions of those independent contractors, their employees, agents, servants, or representatives.
- b) Kuoni Tumlare is not liable for any injury, damage, loss, accident, or delay that may be caused by events not within its control, including without limitation, acts of terrorism, war, strikes, the defect of any vehicle, or the negligence or default of any third party. Travel to certain destinations may involve greater risk than others. Kuoni Tumlare urges travellers to review conditions and the level of risk prior to booking travel to international destinations. Kuoni Tumlare is not responsible for injuries of any kind occasioned by reason of any act or omission beyond its control. No liability shall be taken for baggage loss or personal injury.
- c) Information about hotel accommodations, amenities, transportation and other travel products or services are provided by our suppliers and may not be completed, current or applicable to your group's particular situation. Kuoni Tumlare assumes no liability or responsibility for any errors or omissions. The travel agent and travelers are responsible for evaluating the accuracy, completeness, and usefulness of any information about the travel products or services.
- d) Kuoni Tumlare reserves the right to decline to accept any person as a member of the tour, or to require any participant to withdraw from the tour at any time, when such action is determined by the tour manager to be in the best interests of the health, safety, and general welfare of the tour group or of the individual participant. If traveler(s) traveling with children, the traveler(s) is(are) solely responsible for their behavior and monitoring them throughout the tour. Kuoni Tumlare does not accept liability for any carrier's cancellation penalty incurred by the purchase of a nonrefundable airline or other ticket to the tour departure city and return or otherwise.

- e) Kuoni Tumlare is not responsible, and will not be bound by, representations made by third party representatives, travel agents, unaffiliated websites, or any other party. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the air carriers, cruise lines, and other independent suppliers.
- f) Kuoni Tumlare shall make every effort to operate the tour as planned, but Kuoni Tumlare reserves the right to make itinerary changes as necessary, with good faith consultation with Customer. If unforeseen circumstances require Kuoni Tumlare to change a hotel, cancel a tour or is unable to provide all services due to circumstances beyond its control, Kuoni Tumlare will select alternative accommodations of the same or better quality subject to written approval by Customer or will refund monies for those missed services.
- g) Neither Party may assign this Agreement, or any obligations hereunder, in whole or in part, without the prior written consent of the other Party. This Agreement will be binding upon, and inure to the benefit of, the Parties, their successors and permitted assigns.
- h) In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
- i) None of the provisions of this Agreement is intended to create, nor shall be deemed to constitute or create, any relationship between the Parties hereto other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement, and this Agreement does not grant either Party any authority to assume or create any obligation on behalf of or in the name of the other.
- j) The terms and conditions outlined in the above Agreement regarding Kuoni Tumlare's responsibility, indemnification, and any general provisions will survive any termination of this Agreement.

13. Entire Agreement

- a) This Agreement constitutes the entire and only agreement between the Parties, supersedes any contemporaneous or prior proposal, representation, agreement or understanding between the Parties, and may not be modified except in writing signed by the Parties.

Upon registration, Kuoni Tumlare automatically understands that you have read and accepted the above Terms and Conditions.