

**The English-Speaking Union USA**  
**Tour Agreement**  
**ESU 2025 National Patron Tour**  
**Sea Cloud Spirit Naples to Malta, July 6-14, 2025**

**TERMS AND CONDITIONS**

The following contains the Terms and Conditions each participant agrees to when booking a tour with The English-Speaking Union of the United States (“ESU”) and its partner, tour organizer Schiffahrts-Gesellschaft “SEA CLOUD SPIRIT” mbH (“SG SCS”). This Agreement, along with the Participant Information and any other documentation the ESU and/or SG SCS provide (the “Agreement”) describe what each participant is entitled to expect from ESU and SG SCS when they book a tour through the ESU and SG SCS, in addition to important obligations the participant assumes that affect their legal rights.

**Acceptance of these Terms and Conditions**

By registering for a tour with the ESU and SG SCS, each participant is agreeing to be bound by the terms of the Agreement. It is the responsibility of each participant to read the Agreement in its entirety.

Participant acknowledges and agrees that the ESU and SG SCS may change these Terms and Conditions if circumstances arise. If the ESU and/or SG SCS make material changes, ESU will provide notice to each participant. Continuing to use ESU’s services after notice of material changes constitutes each participant’s acceptance and agreement to be bound by such changes. Each participant agrees to be bound by the Agreement that is in effect at the time of travel.

Each participant represents and warrants the information supplied by each participant is true and correct. Each participant agrees that any violation of any such terms and conditions may result in (a) the cancellation of that participant’s reservation, (b) each participant’s forfeiture of any monies paid for his/her reservation, and (c) each participant being denied access to the applicable travel-related product or service.

**Tour Cost**

\$9,900 per person, based on double occupancy before any accommodations upgrade\*  
\$4,300 single supplement

\*The price includes accommodations in a Deluxe State Room aboard Sea Cloud Spirit. An upgrade to Junior Veranda Suite is available at the price of \$13,500 per person based on double occupancy. The single-supplement addition for the Junior Veranda Suite is \$12,000.

**Registrations and Payment Schedule**

**Deposit:** A deposit is required to reserve space on the tour, of which \$500 is nonrefundable as a registration and planning fee unless the tour is cancelled due to low enrollment. Deposits are payable by Visa, MasterCard, or American Express, ACH, Zelle or check payable to The English-Speaking Union of the United States. Payment by credit card will incur a credit card convenience fee of 3.9%.

<u>Stateroom</u>	<u>Double Occupancy per person</u>	<u>Single Occupancy</u>
<u>Deluxe</u>	<u>\$2,000 p.p.</u>	<u>\$3,000</u>
<u>Junior Veranda Suite</u>	<u>\$3,000 p.p.</u>	<u>\$5,000</u>

- Balance is due on or before Monday, March 7, 2025

***\*\* Please note: Registration cannot be accepted until you have confirmed that you have read, understand, and agree to the Terms and Conditions by signing and dating the Registration Form and returning to ESU with your deposit.***

**Balance:** Final payment will be invoiced by and is due to the ESU on or before March 7, 2025, and must be paid to the ESU by any of the above-mentioned means. insufficient funds or if the credit card is declined. The ESU will not accept responsibility for wire transfer and/or overnight mail charges in the collection of tour payments or overdue fees.

Each participant's authorization, for the ESU to charge a credit card for a tour payment is a binding agreement and each participant waives any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agrees to refund policies and procedures as outlined in this Agreement.

This Participant Tour Agreement must be signed and returned to the ESU before each participant's registration is considered complete and any arrangements can be confirmed. If the ESU does not receive the signed Participant Tour Agreement within 10 days of the registration confirmation date (as indicated on the welcome letter sent by email from ESU USA), each participant's space is subject to cancellation.

Registrations are accepted after March 7, 2025 on a space-available basis with payment in full and a completed and signed Participant Tour Agreement at time of registration.

**Minimum Number of Participants**

This tour is based on a minimum of 10 paying participants. If fewer than the minimum number of required registrations are received, the tour may be cancelled or participants will be advised of alterations to the tour as soon as possible. If the tour is cancelled by the ESU due to low enrollment, paying participants will receive a full refund of all tour payments.

**Tour Inclusions**

Eight nights aboard Sea Cloud Spirit. Welcome champagne in suite/stateroom. Daily fresh fruit basket in suite/stateroom All meals including nightly 4-course menu and a 5-course signature dinner. Exclusive wine suggestions from renowned winemakers during meals. All coffee, tea specialties, and soft drinks. Open bar (except premium brands). Welcome and farewell cocktail. Bottled water on excursions. Gratuities and port fees. Marina platform with use of water sports equipment such as snorkel gear, stand-up paddle boards and towable tube (weather permitting). Laundry service in suites Beach barbecues in select destinations. Zodiac tours for beach landings and photo safaris around the ship. Shore excursions (except curated moments, any specialty excursions) are included. Complete pre-departure documentation and materials including reading list, travel tips, and destination information. Onboard lectures by distinguished author Flora Fraser Complete pre-departure documentation and materials including reading list, travel tips and destination information. Booklet with the detailed itinerary for each participant.

**Tour Exclusions**

Airfare, taxes and fuel charges; airport portorage; individual transfers to and from the airport; fees relating to applying for or renewing your passport; meals and beverages other than those specified in the itinerary. Also excluded: personal items such as telephone calls, room service, valet service, a la carte orders, specialty wines and liquors, laundry charges; travel extensions; tour deviations; entry or departure fees levied by local governments. Personal insurance for health, baggage, and tour cancellation or interruption; any other items not specifically included in the itinerary.

**Cancellation Policy**

Notification of cancellation must be made in writing by mail or email to the ESU and is effective only upon acknowledged receipt by the ESU. Cancellation fees are calculated as of the day that notification is received in writing by the ESU.

There is a non-refundable registration and planning fee of \$500 per person regardless of cancellation date. Planning travel takes extensive training, knowledge, expertise, time, and research. Additionally, many suppliers require payment well in advance of a tour's departure date and do not offer refunds.

When a participant cancels, the following schedule of per person charges is incurred:

<b>Written Notice of Cancellation received by ESU:</b>	<b>Refund / Cancellation Fees (Per Person):</b>
On or before January 6, 2025	Refund all monies minus \$500 per person registration and planning fee
Between January 7 and March 7, 2025	65% of tour price
On or after March 8, 2025	No refund

**Travel insurance is the best way to protect your tour investment. Information will be sent to you upon receipt of your Personal Tour Agreement.**

All amounts quoted with respect to charges for the tour and travel services are based upon rates in effect at the time the tour was first promoted. At the time of final payment, the ESU reserves the right to add any increased amounts arising from changes in taxes and from changes instituted by suppliers or caused by market conditions. Please note that adjustments cannot be made for unused transfers, sightseeing trips, or meals.

### **Cancellation Due to Force Majeure Event**

The ESU and its tour organizer SG SCS cannot accept liability where the performance or prompt performance of its contractual obligations is prevented or affected, or participant otherwise suffers any loss, injury, death, inconvenience, or damage as a result of circumstances amounting to “force majeure.” Force Majeure means an event or circumstances which the ESU or SG SCS or the supplier in question of the services in question could not foresee or avoid. Such events and circumstances may include, but are not limited to, acts of God, natural disasters, fires, explosions, wars, terrorist attacks, government actions, epidemics, pandemics, and any other events that are unforeseeable and unavoidable.

The ESU reserves the right to alter or cancel the tour or any part of it if such alteration or cancellation is, in ESU’s sole discretion, advisable to protect participant’s safety and/or well-being in cases such as those listed in the preceding paragraph. The ESU does not accept responsibility for participant’s financial loss arising from such an alteration or cancellation. Payment of any refund by the ESU to participant in such cases shall remain in ESU’s sole and absolute discretion. The ESU will make its best effort to recover payments paid to suppliers and shall reimburse participant where possible. The ESU shall be entitled to deduct from any refund the reasonable actual and potential costs to the ESU, including unrecoverable payments made to suppliers, ESU’s non-refundable registration and planning fee, and additional expenses incurred in the management and cancellation of the tour. In no event shall The ESU and SG SCS’s liability exceed the amount received by the ESU from the participant. If the participant must spend any additional days or nights in the destination(s), participant will be responsible for any additional expenses incurred, including his/her own hotel, transfers, and meal costs.

### **Changes in Tour**

The ESU and SG SCS will make every effort to operate the tour as disclosed in the brochure and itinerary, but circumstances may arise which require modification of the itinerary, substitution of suppliers, changes in inclusions, or changes in staff accompanying the tour. Changes in the trip’s itinerary are possible for ship voyages, e.g. in case of flooding or low water level, inclement weather conditions, governmental regulations, government travel warning if the vessel could not adhere to its schedule at the time that travel commences because of an unforeseen technical defect that causes postponement of the trip itinerary, if the vessel’s management alters the vessel’s course in the interest of passengers’ safety or any other special reason related to the ship travel. In any such cases SG SCS has the right to make use of other means of transportation such as but not limited to coaches and buses for some routes.

The ESU and SG SCS reserve the right to make modifications and substitute alternate suppliers if deemed necessary by the ESU and SG SCS. The ESU and SG SCS cannot be held responsible for any closure, necessary itinerary change, or curtailment for any reason. These changes will not be considered material changes and the Cancellation Policy outlined above will still apply to a tour that has been modified. Although the ESU and SG SCS endeavor to avoid levying surcharges (such as to cover major swings in currency exchange rates or a raise in city taxes on hotels), the ESU reserves the right to do so when necessary.

### **Health**

Participant needs to be in good physical and mental health to participate in this tour. Participants are responsible for their own health, mobility, and personal care for the duration of the tour.

The ESU strongly recommends that the participant obtain medical advice from a personal physician, health care provider, or specialist travel clinic prior to departure as to the likelihood of experiencing any problems with the physical demands of the tour and any necessary health precautions participant should take prior to departure. The ESU recommends obtaining such medical advice at least six weeks prior to departure.

**The ESU also strongly recommends obtaining travel medical insurance that will protect the participant in the event of an illness or injury when traveling outside the U.S.**

Participant must advise the ESU via the Participant Information section above of any special dietary restrictions or requests (e.g. vegetarianism or allergies). The ESU will accommodate such requests, if possible.

### **Condition of Booking**

The ESU and SG SCS reserve the right to decline to accept any person on the tour and to remove any participant from the tour at any time if, in the opinion of the captain's opinion the traveler is unfit for travel due to illness, physical disability or for any other reason, if the traveler requires special assistance but is travelling without this assistance, if participant's physical condition or behavior compromises the operation of the tour, detracts from the safety and/or well-being of the other participants and/or staff, or renders him/her incapable of caring for him/herself; or if the trip has been booked based on incorrect information or further, because the carriage of the passenger is or could be detrimental to the safety or health or the uninterrupted passage of the passengers, the crew or the vessel.

The ESU will not be financially responsible for any unused portion of the tour or any expenses incurred by a participant precluded from completing the tour for any of the aforementioned reasons. Participant shall comply with the instructions of the escorting tour manager at all times while on tour.

When a participant books a tour with the ESU, participant accepts responsibility for any damage or loss caused by participant. Participant must indemnify the ESU for the full amount of any such claim (including legal cost made against ESU).

### **Travel and Health Documents**

It is a participant's sole responsibility to secure and/or pay for any and all passports, visa, travel permits, reciprocity fees, affidavits, proof of vaccination, health certificates, health screenings, inoculations, or other documentation that is required to be permitted entry to each destination. Any failure of a participant to have proper visas and/or passport will likely result in the participant not being able to enter or leave a destination. No refund will be available in any such case, and the ESU will have no liability in such case.

### **Flight Arrangements and Airport Transfers**

Each participant is responsible for arranging his/her own transportation to the starting point of the tour and from the ending point of the tour. Participant should not purchase airline tickets until the operation of the tour is confirmed by the ESU. The ESU does not accept liability for any airfare costs or cancellation penalties incurred in association with tickets purchased independently by participant. The ESU is not responsible for damage to or loss of baggage, whether temporary or permanent.

If the participant needs flight arrangements and airport transfers, the ESU will refer them to a travel agent. The travel agent may charge a fee for booking a flight including using credit card reward points or frequent flyer miles.

### **Additional Tour Arrangements**

If the ESU and SG SCS suggest optional activities or participant encounters the opportunity to participate in alternate activities that are provided by independent third-party suppliers, participant will be subject to the terms and conditions of the supplier. The supplier may require participant to execute additional documents, waivers, or releases. Participant's only recourse in case of injury, damage or loss will be against the supplier of the optional or alternate activity.

***Please note: Registration cannot be accepted until the Terms and Conditions, and Release from Liability statement have been read, and you have indicated that you understand and agree to the Terms and the Release by signing and dating the Registration Form.***

**RELEASE FROM LIABILITY, ASSUMPTION OF RISK,  
AND BINDING ARBITRATION CLAUSE**

**This Agreement is important. It includes terms and conditions and releases  
A Private View of Italy and ESU from liability.  
It must be agreed to by all participants.**

The ESU, its, directors, officers, and employees (ESU) does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over airline, vessel, hotels or other lodging facilities, bus, van or other transportation companies, local ground operators, providers or organizers of optional or included excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors.

The ESU is not liable for any negligent or willful act or failure to act of any such person or entity, or that of any other third party. Without limitation, the ESU is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof; overbooking or downgrading of accommodations; structural or other defective conditions in hotels or other lodging facilities; financial failure or other defaults by suppliers; mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort; dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, etc.; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; illness, epidemics or the threat thereof or for any other cause beyond the direct control of the ESU. In addition, I release the ESU from its own negligence and assume all risk thereof. All such losses or expenses will have to be borne by the passenger, as tour rates provide for arrangements only for the time stated.

The ESU may take photographs or video of its trips, and participants grant the ESU permission to do so and for it to use same for promotional or commercial use without payment of any compensation to participant.

The ESU reserves the right to change features of the trip if it believes by doing so it will enhance the safety, comfort or enjoyment of the trip. The ESU reserves the right to cancel the tour prior to departure in which event the entire payment to it will be refunded with no further obligation or liability on its part. The ESU reserves the right to substitute tour features, carriers or qualified tour staff; or to alter the itinerary of the program at any time when deemed appropriate or advisable without penalty or liability. The ESU, in its sole discretion, reserves the right to decline to accept or retain any participant whose health or actions, in the sole judgment of The ESU impedes the operation of the tour or the welfare or enjoyment of fellow participants.

We strongly recommend that tour participants review the destination country's specific information at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> and <https://wwwnc.cdc.gov/travel/destinations/list>, both of which contain important information.

The ESU is not responsible or liable for loss, damage or theft of personal baggage and belongings, nor is it liable for personal injury, accident, or illness, however caused. **We strongly suggest you purchase trip cancellation insurance to guard against various contingencies.**

**Participant Acknowledgement / Assumption of Risk**

I am aware that travel such as I am undertaking involves activities, some in remote areas, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of the ESU, SG SEA CLOUD SPIRIT or other persons and/or by entities either known or unknown, or of willful or criminal conduct of third parties. I am 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 I am participating on the trip and that, when available, may not be of the quality which exists in the United States. In order to partake of the enjoyment and excitement of this trip, I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death.

I acknowledge that I have voluntarily applied to participate on the trip designated on this application and that I have read the description of the trip as it appears in the promotional material relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the risks and hazards involved.

**COVID-19 Assumption of Risk**

I am aware that while on or traveling to or from my trip, I might be exposed to COVID-19. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless the ESU from any such developments. In addition, I recognize that the U.S. Department of State as well as the Centers for Disease Control and Prevention may have warnings concerning same. See

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/>

I also accept the following risks of participating on this trip including, without limitation:

- 1) All other risks associated with coronavirus (COVID-19) including preclusion from public or private buildings, land or areas, inconvenience, limitations and closures, etc.;
- 2) Risk of my travel insurance not covering COVID-19 related claims;
- 3) All risks regarding transportation problems including, without limitation, entry into or exit from any country and/or entry into the United States and/or difficulties with or closure of transportation systems or the unavailability of other features or attractions within the country where my trip takes place;
- 4) The likelihood that at some or all destinations or facilities and/or on cruises, motor coaches or at hotels or restaurants I may be required to undergo a temperature check, wear a mask while in public and observe social distancing requirements and/or produce evidence of a vaccination against COVID-19;
- 5) The potential for being quarantined, even if I am not symptomatic and/or do not have COVID-19 and/or the possible requirement that I have a negative COVID-19 test immediately before or on or after arrival at my destination;
- 6) Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine and evacuation expenses as a result thereof are to be borne by the participant.

**Binding Arbitration**

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in New York, NY. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

**Knowing and Voluntary Execution**

I have carefully read the Terms and Conditions; and the Release from Liability, Assumption of Risk, and Binding Arbitration Clause, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and ESU and/or its affiliated organizations and agree to it of my own free will.

***Please note: Registration cannot be accepted until the Terms and Conditions, and Release from Liability statement have been read, and you have indicated that you understand and agree to the Terms and the Release by signing and dating the Registration Form.***