

# Top USA Tours Reservation and Cancellation Policy

- The reservation and payment shall be deemed to be consent to the following terms and conditions.
- Bring your travel document and contact phone number to your travel agent for reservation.
- A deposit of \$100 per person is required at the time of reservation. If full payment is not received 14 days prior to departure, the reservation is subject to cancellation and penalty.
- Written notice of cancellation must be received by Top USA Tours either by mail or fax. Oral cancellation by phone is not acceptable. The following fees will be assessed per person accordingly when you cancel your reservation.
- US\$50: 14 or more days prior to departure date.
- US\$100: 8-13 days prior to departure date.
- US\$200: within 1-7 days prior to departure date, plus any cost caused due to this cancellation, e.g. cancellation charged by airlines, hotels, and bus company etc.
- 100% of tour fare: no show on the departure date.
- Tours must be paid in full at least 3 days prior to the tour departure date. Top USA Tours reserves the right to cancel any reservation where full payment has not been received at least 3 days prior to departure, and retain any deposit paid by the customer as liquidated damages. Deposit will not be refunded.
- When a traveler cannot complete the tour for any reason, tour fee is not refundable.
- In addition to the above stated cancellation charges, if tickets for airlines have already been issued (regardless of number of days prior to departure date), the traveler will be assessed an additional airline cancellation penalty and service charge pursuant to the airline's rules and regulations.
- Buy two get one free for buy two get two free promotion only valid when the 3<sup>rd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> not paid customer share room with the 1<sup>st</sup> and 2<sup>nd</sup> customer. (3 people share one room, or 4 people share one room), two beds in one room.

## Tour Fare Includes

- Hotel accommodation: A customer who travels alone and request to find a roommate required to make reservation at least 7 days prior the tour departure date. Top USA Tours are authorized to make the arrangements by combining roommates of the same gender into a room for two. In the process of arranging, it is not necessary to seek the consent or preference of the customer, and any dispute between the roommates are not the responsibility of Top USA Tours. If the customer refuses to share a room with another customer, then the customers shall each pay a single supplement fee for each night of the hotel accommodations.
- When the hotel listed in the brochure and website is not available, the similar category hotel will be substituted without prior notice. Triple or quad room is based on existing bed(s) in one room, extra bed is not allowed.
- Based on local fire safety regulations, each room cannot contain more than 2 beds. 4 people (including infant). Children between 2~11 years old must share room with adult.
- While sightseeing program is specified in the itinerary, its final arrangement will be determined by the tour manager, based on circumstances which are beyond the control of Top USA Tours, such as weather, acts of God, dangers, breakdown in machinery or equipment, acts of government or authorities and arrival time under local condition.
- Bilingual Mandarin & English-speaking tour guide.
- Air-conditioned ground transportation.

## Tour Fare not Include

- Air tickets, admission, cruise fees, meals, airline taxes, visa, and any expenses of a private nature, such as drinks, insurance premium, telephone bills, postage, laundry, tips for tour guide or driver, or any other charges levied by local, state or federal government agencies, charged arising from deviation, etc.

## General Conditions and Responsibilities

- If the traveler changes schedule for any reasons, the additional cost will be assessed. Any unused tour features either transportation, air or hotel is not refundable or exchangeable. Top USA Tours reserves the right to adjust the tour fare due to the increase cost of local suppliers as Top USA Tours deems necessary. However, tour fare is guaranteed once Top USA Tours has received your full payment.
- Any attraction or activity admission tickets during the tour are required to be purchased through tour guide. City pass or attraction tickets purchased by tour participants may not be used; if passengers insist to use, please arrange your own transportation
- When a tour member whose action negatively affects the group or impedes the normal function of the tour, the tour leader has the right to bar that person from continuing the tour. Any unused portion is non-refundable for any reason. Any cost incurred as a result of being barred from the tour is to be borne by the tour member.

- The airlines, airport, bus company, hotels, or local travel agency has its own safety regulations and insurance policies protecting its clients regarding to safety and other issues during the trip. Customers should contact related operator directly since Top USA Tours is not responsible for what the insurance of the third-party tour operator covers.
- If entering Canada is the part of the tour itinerary, passengers must be responsible for their personal documents for entering Canada (e.g.: Alien card, passport, visa, reentry permit). Top USA Tours is not responsible when customers are denied for entrance at USA or Canada for any reasons. When such incident happens, the tour fare is non-refundable.
- All tour arrangements will be subject to the itinerary and Top USA Tours accepts no responsibility for consequences due to force majeure, weather conditions, riots, strikes, loss of travel documents and unexpected non-availability of local hotels beyond our control, and any other unforeseen circumstances or emergencies. Should any change or delay of the tour be caused by the above circumstance, we will substitute with a similar itinerary and hotel accommodation.
- Participants should strictly abide by the law and regulations promulgated by the government of the visiting country, including but not limit to immigration and Customs Laws and Regulations. Top USA Tours will not be responsible for any penalties due to any regulations of the government of the visiting country.
- For the sake of fairness and general comfort of the group, rules will be set for daily seat rotation. (except VIP bus seats)
- Refrain from talking when tour leader is speaking.
- According to regulation, smoking in vehicles and hotels are prohibited, violators will be charge US\$300 penalty per room per hotel.
- Follow the tour guide's instructions, meet on time to avoid dispersed group. Please pay attention to safety and personal etiquette.
- Capitol Hill: For In-Depth Series, before entering the Capitol Visitor Center, all visitors and their belongings must be screened. Food or beverages of all kinds, cans and bottles, full or empty are prohibited. For prohibited items list, please check [www.visitthecapitol.gov](http://www.visitthecapitol.gov)
- For the child under 8 years old, please prepare car seat at your own arrangement.
- Top USA Tours, as tour operator, acts only as agent. All travel arrangements included in this trip are made on participant's behalf upon express condition that neither Top USA Tours nor its agents shall be liable or responsible in the absence of its (or their) negligence for any direct, indirect, consequential harm, or irregularity of any kind which may be accessioned by reason of any act or omission of any person or entity, including without limitation, any act of negligence or breach of contract of any third party such as an airline, train, motor coach, private car, cruise vessel, boat, or any other conveyance, hotel, sightseeing provider, local ground handler, restaurant, etc., which is to or does supply any goods or services for this trip. Participant understands that Top USA Tours neither owns nor operates such third-party suppliers and accordingly agrees to seek remedies directly and only with those suppliers and not hold Top USA Tours responsible for their acts, omission or commission. Without their limiting the foregoing, Top USA Tours and its agents are not responsible for any losses or expenses due to delay or changes of schedule, overbooking of accommodations, default of any third parties, sickness, weather, strike, acts of God, acts of terrorism, force majeure, acts of government's civil disturbances, war, quarantine, customs regulations, epidemics, criminal activity or for any other cause beyond its control. All such losses or expenses must be borne and paid for by the participant.
- Top USA Tours accepts no responsibility for value, reliability, quality or authenticity of any goods purchased while on tour or for any mailing, freight or shipping arrangements.
- Top USA Tours reserves the right to decline, to accept, or retain any person as tour participant, should such person's health, mental condition, physical infirmity or general deportment impede the operation of the tour or the rights, welfare or enjoyment of other tour participant.
- Top USA Tours reserves the right to substitute hotels, and alter the itinerary, withdraw any tour and make any desirable alteration for the convenience of the operation of tours.
- Top USA Tours reserves the right to cancel the tour prior to departure for any reason. Liability for such cancellation is limited to full refund of money received by Top USA Tours, and this will constitute full settlement with the tour member.
- The right is reserved to cancel the tour prior to departure for any reason. In such case, a full refund of all payment will constitute a full settlement with the participant. The local handling travel agency has sole and exclusive control over the operation of all tours in foreign countries. The local handling travel agency reserves the right to make alterations or adjustments in the itinerary as to destinations, transportation, accommodations and all other services. Neither Top USA Tours nor any subsidiary or affiliate of Top USA Tours shall be responsible for any such alterations made by the local handling travel agency.
- Baggage is carried at owner risk and baggage insurance is recommended.
- Top USA Tours is not responsible for typographical or printing errors or omissions in this brochure.
- Top USA Tours accepts no responsibility for cost, which may occur as result of a participant failing to secure adequate insurance coverage, which coverage is highly recommended. Generally, your health insurance does not cover expenses outside the USA.
- Top USA Tours is not responsible for participant's visa or passport requirements, nor will a refund of unused services be made, nor reimbursement of any additional expenditure if a participant is denied entry to a country for this or any other reason.