



**Gap Year**

## Program Terms & Conditions

### EF Gap Year

These Booking Conditions are valid for all EF Gap Year Programs that begin after May 8, 2019, and are subject to change with or without notice. For the most current Booking Conditions, please visit [efgapyear.com/get-help/terms-conditions/](http://efgapyear.com/get-help/terms-conditions/).

EF Gap Year Programs are operated outside of the United States by EF Education First International, Ltd., Switzerland. EF Institute for Cultural Exchange, Inc. is an affiliate of EF Education First International Ltd. and acts only as a marketing services provider for that company, and is herein referred together with EF Education First International Ltd. as “EF”.

### What’s included in the base price?

- Program price based on standard rooming occupancy
- \$500 initial deposit
- Support of EF Gap Year Consultants and Advisors
- Departure fees and surcharges
- Airfare and transportation as specified
- Accommodations as specified
- Meals as specified
- Tour Director support during related portions of the program
- Cultural immersions, language study, service learning, internship, and placements as specified
- 24-hour global emergency support

The \$500 initial deposit includes:

- Processing services by EF Gap Year staff to secure your place in the program
- Preliminary reservations with suppliers

**Important condition:** Prices are subject to increase prior to the time of full payment due to fluctuations in currency exchange rates, fuel prices, and government-imposed taxes and fees. By signing below, you acknowledge your acceptance of this condition to your purchase.

### What’s not included in the base price?

- Global Travel Protection Plan
- Most lunches and many dinners, depending on the program module (see individual module descriptions at [efgapyear.com](http://efgapyear.com) for details).
- Optional excursions
- Transportation to free-time activities
- Premium city costs
- Any applicable baggage-handling fees imposed by the airlines
- Expenses caused by airline rescheduling, cancellations or delays caused by the airlines, bad weather or events beyond EF’s control (see “Flight delays & cancellations”)
- Passport, visa and reciprocity fees

\*Participants are required to maintain adequate insurance coverage for the duration of their program. Please see the Global Travel Protection Plan section below for more information.

Please note: Government taxes and fees with respect to air travel, including the September 11th Security Fee, and port taxes are part of the program price. All prices are in U.S. dollars. For the most up-to-date pricing, please contact your EF Gap Year Counselor.

While EF Gap Year makes every effort to ensure the accuracy of its publications, it cannot be held responsible for typographical or printing errors (including prices).

## **Enrollment**

The application deadline is May 31 for the Gap Year program, and May 31 for the Gap Semester program departing in September. The application deadline is September 30 for the Gap Semester program departing in January.

To reserve a place in an EF Gap Year program, a completed enrollment application is required before the application deadline for that program. We will notify you within 48 hours if you are qualified to proceed. If you qualify, a \$500 initial deposit is required within 10 days to secure a 45-minute interview with EF Gap Year, otherwise you may lose your reserved spot for an interview.

Applicants will receive a final decision within 5 days of the interview. If you choose to withdraw your application during this 5-day window before the final decision is sent, the \$500 initial deposit will be refunded in full.

If you are accepted into the program following your interview, the \$500 initial deposit is automatically applied to the total program fee and EF Gap Year's payment plan and cancellation policies apply immediately. The required percentage of the program fee must be paid within 15 days of acceptance, otherwise your reservation in the program may be subject to cancellation (see "Standard Payment Policy" and "Standard Cancellation Policy").

If you are not accepted into the program following your interview, the \$500 initial deposit will be refunded in full.

Gap Year students: You may modify the destination choices of your Language Study, Service Learning, and Internship program modules up to 90 days prior to departure with no penalty. Gap Semester students: You may modify your choice of Customized program Modules B and C (Language Study, Service learning, or Internship) as well as your choice of destinations for each of those modules 90 days prior to departure with no penalty. Any change is subject to availability and may affect the total program fee, which will be adjusted. If you wish to modify your itinerary within 90 days prior to departure, a late change fee of \$1,500 is required along with the adjusted program fee. After departure, any requested change will be assessed on a case-by-case basis, and an on-program change fee of \$2,500 is required along with the adjusted program fee. EF Gap Year's Booking Conditions and Release & Agreement will apply to all modified programs.

## **Late Enrollment**

After the application deadline for a program, we accept enrollment applications on a first-come, first-served basis (subject to availability). A \$1,000 late enrollment fee will be added to the total program cost. Once accepted into the program, EF Gap Year's payment and cancellation policies apply immediately (see "Standard Payment Policy" and "Standard Cancellation Policy").

## Terms of Enrollment

Students must sign and return EF Gap Year's Booking Conditions and Release & Agreement within 15 days of acceptance into the program—otherwise their reserved places in the program are subject to cancellation.

Due to TSA security requirements, you must provide EF Gap Year with your complete first, middle and last names and date of birth as they appear (or will appear) on your passport; this information will be used to reserve your flights and it is your responsibility to ensure accuracy. If you have not yet applied for a passport, you should provide your full name and date of birth as they appear on your birth certificate. If you need to make any changes to this information, it is your responsibility to notify EF within 90 days prior to departure. Failure to do so may result in additional airline fees, and you may be denied boarding at the airport if the name on your e-ticket does not precisely match your passport.

Participants must be at least 18 years old to participate in the program. You must also have a high school diploma or GED. If, prior to departure, you are under the age of 18 or are considered a minor under any other relevant law, a parent or legal guardian must co-sign all of your documents.

## Global Travel Protection Plan

All EF Gap Year participants are required to maintain adequate insurance throughout the term of their program. EF Gap Year offers a specially designed Travel Protection Plan for its program participants that meets all of the program's requirements and recommendations. Note that the cost of this Travel Protection Plan is not included in the Gap Year or Gap Semester base price, but rather is an additional charge. The Travel Protection Plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after receipt. To review the full coverage terms please visit: <http://sis-inc.biz/efgapyear/>

The Global Travel Protection Plan contains insurance underwritten by United States Fire Insurance Company and non-insurance benefits provided by EF Gap Year.

If you choose not to purchase EF Gap Year's Global Travel Protection Plan, you will need to provide proof of adequate insurance coverage 30 days after enrollment.

## Standard Payment Policy

Percentages listed below are of the total program cost, including the initial deposit.

Program: Gap Year Departure Date: September 2019	
Payment due by	% of program fee due
1-Feb-19	10%
1-May-19	15%
1-Jun-19	25%
1-Jul-19	25%
1-Aug-19	25%

<b>Program: Gap Semester</b> <b>Departure Date: September 2019</b>	
<b>Payment due by</b>	<b>% of program fee due</b>
1-Feb-19	10%
1-May-19	15%
1-Jun-19	25%
1-Jul-19	25%
1-Aug-19	25%

<b>Program: Gap Semester</b> <b>Departure Date: January 2020</b>	
<b>Payment due by</b>	<b>% of program fee due</b>
1-Jun-19	10%
1-Jul-19	15%
1-Aug-19	15%
1-Sep-19	15%
1-Oct-19	15%
1-Nov-19	15%
1-Dec-19	15%

<b>Program: Gap Year</b> <b>Departure Date: September 2020</b>	
<b>Payment due by</b>	<b>% of program fee due</b>
1-Feb-20	10%
1-May-20	15%
1-Jun-20	25%
1-Jul-20	25%
1-Aug-20	25%

## Standard Cancellation Policy

Cancellation is defined as your decision to leave the program prior to its departure. The cancellation schedule outlined below takes into consideration the costs EF incurs long before groups ever depart. Notice of cancellation will only be accepted from the traveler (or their parent/guardian, if the traveler is a minor at time of cancellation). The date of cancellation will be determined by the date on which EF receives notice.

In the event that you have to cancel your program on the day of departure, you must notify EF Gap Year prior to checking in to your first flight. Any penalties for supplemental services/guarantees (including, but not limited to, flights or hotels) resulting from cancellations made at your request will be your responsibility, and all service fees are non-refundable. Substitution of participants is not permitted.

Refunds will either be mailed via check or credited back to the card used to make the original payment (if this is within six months of the last payment made). Refunds via check will be issued in the name that appears on the participant's account. Please allow four weeks for a refund to be processed. Refunds can only be made back to the same card or checking account used previously, and only up to the amount previously paid on that specific card or checking account. There will be a non-refundable \$35 stop-payment fee for lost refund checks.

Non-refundable service fees and charges include but are not limited to: enrollment deposit, Global Travel Protection Plan (after the 10-day review period), late enrollment fees, name change fees, declined credit/debit card fees, late payment fees, manual payment fees, returned check fees, and stop payment fees.

Percentages listed below are of the total program cost, including the initial deposit.

Program: Gap Year Departure Date: September 2019	
Cancel by	Cancellation fee
1-May-19	0%
1-Jun-19	10%
1-Jul-19	50%

Program: Gap Semester Departure Date: September 2019	
Cancel by	Cancellation fee
1-May-19	0%
1-Jun-19	10%
1-Jul-19	50%

Program: Gap Semester Departure Date: January 2020	
Cancel by	Cancellation fee
1-Sep-19	0%
1-Oct-19	10%
1-Nov-19	50%

Program: Gap Year Departure Date: September 2020	
Cancel by	Cancellation fee
1-May-20	0%
1-Jun-20	10%
1-Jul-20	50%

### **Standard Interruption Policy**

Interruption is defined as your decision to leave the program after it has begun. The participant is responsible for any additional costs incurred by interrupting the program including, but not limited to, the return flight and other transportation costs due to the interruption unless covered by the Global Travel Protection Plan. (Please review policy for full details of which instances and circumstances are covered).

If a participant is entitled to a refund from EF Gap Year, it will either be mailed via check or credited back to the card used to make the original payment (if this is within six months of the last payment made). Refunds via check will be issued in the name that appears on the participant's account. Please allow four weeks for a refund to be processed. Refunds can only be made back to the same card or checking account used previously, and only up to the amount previously paid on that specific card or checking account. There will be a non-refundable \$35 stop-payment fee for lost refund checks.

Non-refundable service fees and charges include but are not limited to: enrollment deposit, Global Travel Protection Plan (after the 10-day review period), late enrollment fees, name change fees, declined credit/debit card fees, late payment fees, manual payment fees, returned check fees, and stop payment fees.

Percentages listed below are of the total program cost, including the initial deposit.

Program: Gap Year Departure Date: September 2019	
Interrupt by	Program fee refund
31-Oct-19	40%
31-Dec-19	30%
31-Jan-20	20%
31-Mar-20	10%

Program: Gap Semester Departure Date: September 2019	
Interrupt by	Program fee refund
30-Sep-19	40%
31-Oct-19	30%
30-Nov-19	10%

Program: Gap Semester Departure Date: January 2020	
Interrupt by	Program fee refund
31-Jan-20	40%
28-Feb-20	30%
31-Mar-20	10%

Program: Gap Year Departure Date: September 2020	
Interrupt by	Program fee refund
31-Oct-20	40%
31-Dec-20	30%
31-Jan-21	20%
31-Mar-21	10%

## **Payment Plan Options**

Accepted students may pay in full at time of acceptance or enroll in one of two payment plan options: Automatic Payment Plan or the Manual Payment Plan.

### ***Automatic Payment Plan***

- Participants must select a payment method of either direct debit from a checking account or an ATM/debit card (card must display the Visa or MasterCard logo).
- Participants who are not eligible for the Automatic Payment Plan must pay in full upon enrollment or enroll in the Manual Payment Plan.
- Participants who choose monthly payments must choose a date between the 1st and 26th of the month on which their account will be automatically debited.
- Participants who choose bi-weekly payments must choose a weekday Monday-Friday on which their account will be automatically debited.
- Due to weekends and holidays, EF reserves the right to debit the participants' account up to three days after the scheduled date.
- The Automatic Payment Plan amounts are subject to change if program items or payments (other than the Automatic Payment Plan) are added or removed in excess of \$20. All other items or payments totaling \$20 or less that are added or removed will only be reflected in the final payment.
- After the Automatic Payment Plan's final scheduled payment, any additional items are due at time of purchase. Payments will no longer be automatically deducted.
- A non-refundable \$35 fee will be assessed each time a payment is returned or declined. In these cases the plan will be recalculated to have the missed payment redistributed across the remaining schedule. EF reserves the right to withdraw participants from the plan for returns or declines in two consecutive payments. Should the final payment be returned or declined, participants will automatically be withdrawn from the plan.
- Should the participant opt to withdraw from the plan or is withdrawn by EF, the participant will be enrolled in the Manual Payment Plan.
- If paying by debit card, a secondary debit card is recommended for backup in the event the primary card is declined. No fee will be assessed if the secondary card is approved. For direct debit, we do not allow a backup payment method. Unfortunately, EF is not currently able to store a backup payment method for direct debit payments.

### ***Manual Payment Plan***

- If participants do not pay in full upon enrollment or choose the Automatic Payment Plan, they will be enrolled in the Manual Payment Plan, and a \$50 plan fee will be applied.
- Participants on the Manual Payment Plan must provide a valid email address and are subject to the payment schedule as outlined in the "Standard Payment Policy" section.
- A late fee of \$95 will be assessed for any missed payment. All late fees are non-refundable.
- A non-refundable \$35 fee will be assessed each time a payment is returned or declined.
- Participants are responsible for making on-time payments per the schedule above. Failure to make payments on time may result in program cancellation.
- All payment due dates refer to the dates by which each payment must be received by EF.
- EF reserves the right to cancel the participant's reservation if any payment is past due in which case the Standard Cancellation Policy will apply.
- Participants can pay by direct debit or with ATM/debit cards or credit cards with the Visa or MasterCard logo.
- Payment arrangements can be made by calling 1-800-726-9746 and speaking with an EF Gap Counselor.



## **Program Modules**

### **Orientation in Tarrytown outside New York City**

#### **Accommodation**

Students will stay in the residence halls of EF International Language Campus New York. Students will room based on double occupancy with others of the same gender from the entire program group.

#### **Meals**

All meals (breakfast, lunch and dinner) are included.

### **Immersion**

The European Immersion and Immersion in Australia and New Zealand have the following arrangements:

#### **Accommodation**

Roommate assignments are based on double occupancy and with others of the same gender, usually with up to 4 students per room. We reserve the right to assign up to 6 students per room in cities where the accommodation options are better quality or more centrally located.

Hotel rooms in Europe are typically smaller and less standardized than those in the U.S. In Europe, it is standard policy that hotel rooms are not available for check-in before mid-afternoon. Please note that accommodations abroad may not have amenities such as elevators, air conditioning, or WiFi.

Overnight trains provide couchette sleeping berths or sessels (recliners). The couchettes contain up to six fold-out beds that come down from the wall; these compartments may not be exclusive to EF participants and may be mixed gender. Private bathrooms are not available on overnight trains.

#### **Meals**

Breakfast is included. Select dinners are also included. These are typically one per major city visited.

### **Language Study**

#### **Accommodation**

EF Homestay: Students will stay with selected local hosts, and may share a room with another student of the same gender.

EF Residence: Students may stay at an international student residence for a supplemental cost, which varies by campus; please talk to your EF Gap Counselor for details.

#### **Meals**

EF Homestay: Breakfast and dinner is provided Monday-Friday. All meals are provided on weekends, except during optional excursions.

EF Residence: Meal plans vary by campus; please talk to your EF Gap Counselor for details.

Note: You may not get your normal meal plan if you choose to participate in any of the school's optional excursions.

#### **Class schedules and attendance**

Classes are offered at all EF International Language Campuses in a block schedule of 5 days on Monday to Saturdays from 8:00 to 20:00. EF language lessons have duration of at least 40 minutes and are often held in blocks of 2 x 40 minutes. Students are required to have an 80% attendance at the lessons to receive the course certificate.

#### **Public holidays**

In the event of a public holiday, EF International Language Centers will be closed and lessons on those dates will not be made up at a later date.

### Course levels

Prior to departure or during Orientation, students will take a level placement test in EF's My EF iLab to assess their language proficiency. The results will be used to place students in the correct course level for language study.

When an EF International Language Center has a General language level of five students or fewer, EF Gap Year reserves the right to combine students of different levels in the same classes.

### My EF web service and iLab lessons

All students receive an online account for My EF. EF does not accept any responsibility for correspondence, photos and other media sent via My EF. Parents or legal guardians of students under the age of majority travelling with EF Gap Year give their consent for the student to use the My EF web service. Use of the My EF web service is subject to the My EF [Privacy Policy](https://my.ef.com/Layouts/ExternalPages/Privacy_policy.aspx) ([https://my.ef.com/Layouts/ExternalPages/Privacy\\_policy.aspx](https://my.ef.com/Layouts/ExternalPages/Privacy_policy.aspx)).

Students enrolled in non-English courses will have access to iLab during their course, pending agreement to its privacy and data use policies. Exceptions to this are EF International Language Campuses in Tokyo, Shanghai and Seoul, where iLab lessons are replaced by teacher-led lessons.

## **Service learning**

### Accommodation

Accommodation differs by host country; students may stay in a hotel, service project center, or an apartment shared with other volunteers. Accommodations are vetted using a detailed set of safety and security factors and cleanliness, but may not have access to hot water, air conditioning, and other amenities depending on the host country. Please talk to your EF Gap Counselor for details.

### Meals

Breakfast and dinner are included.

Note: You may not get your normal meal plan if you choose to participate in any of the optional activities or excursions.

## **Internship**

### Accommodation

Students will stay in single rooms in student apartments. Typically this will be with up to 4 other students per apartment. (Note that in Dublin, students may share an apartment with up to 6 other students.) Please also note that you may be sharing an apartment with other interns in the city who are not part of an EF Gap Year program.

### Meals

All student apartments come with kitchens, and students will be responsible for their own meals.

## **EF Leadership Academy at Ashridge, UK**

### Accommodation

Students will stay in the residence halls of Hult International Business School's Ashridge campus. Students will room based on double occupancy with others of the same gender from the entire program group.

### Meals

All meals (breakfast, lunch and dinner) are included.

## **Flight routings**

In order to provide you with the lowest possible prices, EF Gap Year negotiates special rates with major air carriers. Due to the nature of EF Gap Year's contracts, air arrangements may be subject to change and to certain constraints including, but not limited to, the availability of certain routings, travel times, and direct or non-stop flights. Seating on flights is entirely within the control of the airline, and EF Gap Year is not responsible for seating or changes to assigned seats. Our contracts do not allow upgrades or the accrual of frequent flyer miles.

Occasionally, due to specific programs or flight routings, an overnight stay is required en route. If this is the case, EF Gap Year will make arrangements for hotel accommodations, and a confirmation of the relevant hotel information will be included in your final travel documents (see "Final Travel Documents" section).

Flight itineraries are subject to change up to departure due to schedule, equipment, or routing changes by airlines, and EF Gap Year cannot be held responsible for these changes or additional associated costs.

## **Baggage**

Each airline has its own baggage allowance policy and some airlines may impose additional charges for checked baggage. If you exceed baggage allowances or choose to check a bag on an airline that doesn't include baggage in their fares, you are responsible for any additional fees. Please contact your airline or refer to its website for detailed information regarding your airline's checked baggage policies.

## **Flight Delays & Cancellations**

EF Gap Year cannot be held responsible for any flight delays or cancellations caused by reasons beyond EF Gap Year's control including, but not limited to, weather, mechanical issues, or personnel strike. In the event of a flight delay, you must work directly with the airline to be rebooked. Once your new flight is confirmed, you must then notify EF Gap Year with your new arrival time. If you are arriving later than your original scheduled flight, you may not be met by a EF Gap Year representative at the airport. In this case, you will need to arrange your own transportation from the airport to your hotel. Persons missing program portions or components (including, but not limited to, meals, excursions, or sightseeing tours) due to flight delays or cancellations will not be refunded by EF Gap Year.

## **Itinerary Modifications and Unexpected Events**

If improvements can be made to your program itinerary or unforeseen circumstances necessitate changes, EF reserves the right to amend your itinerary prior to your departure and while on the program. Reasons that may necessitate an itinerary change prior to departure may include but are not limited to: a program module in a destination reaching maximum capacity, a program module in a destination not attracting sufficient interest to operate efficiently, or the discontinuation of a program module in a destination due to health, safety, or other unexpected reasons. Reasons that may necessitate an itinerary change while on the program may include but are not limited to: local or national holidays, special events, severe weather, or other unexpected conditions. EF will make every effort to minimize inconvenience for our participants; however, such circumstances may require adjustments such as changing the destination countries or cities on your program itinerary, altering your length of stay in a city or country, or using an alternate airport. Other possible changes include departure, arrival or return dates. On certain days, especially holidays and special events, some program inclusions—such as (but not limited to) historical sites, museums, castles, churches, and shops—may be closed or allow limited access. If we are unable to adjust the itinerary to accommodate for local access restrictions to attractions, we will substitute different inclusions. On such occasions, and whenever possible, itinerary adjustments will be made by EF Gap Year to minimize participant inconvenience. The Standard Cancellation Policy will apply should you choose not to travel on a modified program.

EF also retains the right to modify, delay, or cancel all or a portion of a program itinerary as a result of unforeseeable events that are beyond EF Gap Year's reasonable control, including but not limited to acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of EF Gap Year to conduct the program as originally contracted. Modifications, delay in performance, or cancellations by EF Gap Year for causes described in this section shall not be a violation of its obligations to any participant.

### **Final Travel Documents**

Final travel documents, including travel itineraries, hotel accommodations, and a copy of the flight itinerary, are mailed approximately 30 days prior to departure. If your mailing address changes or if you want your final documents sent to a different address, you must notify EF Gap Year prior to 30 days before departure. Otherwise, you will be responsible for any additional mailing costs.

### **Passports, Visas & Other Travel or Entry Requirements**

You are responsible for obtaining any travel documents and verifying entry requirements necessary for each country of travel on your selected program itinerary, including any required vaccinations, as EF Gap Year is not responsible for providing this information or documentation. U.S. persons are required to have a passport for all trips outside of the U.S., which must be valid for at least six months beyond the completion date of the program. Entry laws differ with respect to participants' citizenship. You are responsible for any expenses incurred as a result of delays or itinerary changes related to your lack of appropriate travel documents and are therefore ineligible for any refund from EF Gap Year. EF Gap Year recommends that you apply for any necessary visas with a visa service. For more information on countries requiring visas for U.S. persons, please refer to the U.S. Department of State website: [www.travel.state.gov](http://www.travel.state.gov).

### **Lost Belongings**

EF is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other belongings. The participant is solely responsible for all logistical and financial requirements necessary to replace lost belongings and personal documents.

### **Health & Capabilities**

The pacing and physical requirements of EF Gap Year programs vary by itinerary. You are responsible for selecting a program that is suitable to your physical capabilities. Certain programs require considerable physical exertion. For example, many historic sites are only accessible on foot and involve stairs, rough trails or inclines. Service learning may involve lifting or other manual labor and have little or no access to some amenities. Internship employers, overseas accommodations and modes of transportation are not bound by the same accessibility laws that apply in the United States, and therefore may not be up to the same standard of accessibility. Please work with your EF Gap Year Counselor to understand the essential program requirements and travel expectations of your planned itinerary. Any physical disabilities or limitations must be disclosed prior to reserving your tour so your counselor can help determine the appropriateness of the selected itinerary. EF Gap Year Counselors are available to discuss any specific accommodations you might require and whether such requests can be reasonably arranged.

Prior to departure, every student must give their emergency contact a signed medical history form. Students must also carry a medical history form with them at all times, in case the information needs to be presented to a medical practitioner in case of an emergency.

The possession and intake of any prescription medication is solely the responsibility of the student.

## **Dietary Restrictions**

EF recognizes that some participants may have dietary restrictions or severe food allergies. Please make your EF Gap Counselor aware of your needs, and we will do our best to ensure that our suppliers are informed of your dietary requirements. EF cannot guarantee that all requests will be accommodated. Participants with dietary restrictions are responsible for making their own arrangements for all in-flight meals.

## **Personal Data**

EF will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, the purchase of an offered travel protection plan, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. EF may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact EF at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent. If you have questions or requests related to the processing or use of your personal data, would like to have a copy of the information EF holds about you, or have inaccurate personal data corrected or erased, please contact us by phone at 1 800-726-9746 or by email at [info@efgapyear.com](mailto:info@efgapyear.com).

## **Other Terms & Provisions**

The terms and conditions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF Gap Year officer. EF Gap Year makes every effort to ensure the accuracy of its publications, but it cannot be held responsible for typographical or printing errors, including, but not limited to, prices. EF Gap Year programs are not for resale, and participants must enroll directly with EF Gap Year.

The tour operator for your trip is EF Education First International, Ltd., Selnaustrasse 30, CH-8001, Zurich, Switzerland, organization number CHE109.874.655, VAT number CHE- 116.325.678 MWST. EF Institute for Cultural Exchange, Inc. is an affiliate of EF Education First International, Ltd. and acts only as a marketing services provider for that company. EF Institute for Cultural Exchange Inc. is not an agent of EF Education First International, Ltd. And does not provide any goods or services for your trip. The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23.

## **The United States Tour Operators Association \$1 Million Travelers Assistance Program**

As an active member of USTOA, EF Gap Year is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 million Travelers Assistance Program, the advance payments of EF Gap Year customers in the unlikely event of EF Gap Year bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by EF Gap Year may be sufficient to provide only a partial recovery of the advance payments received by EF Gap Year. More details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting [USTOA.com](http://USTOA.com).

## Memberships

EF Gap Year is a member of the International Air Transport Association (IATA) and the Better Business Bureau (BBB) of Eastern Massachusetts.

## Release & Agreement

I (or parent or guardian if enrollee is under the age of 18 or a minor under any other applicable law) am an enrollee for an EF Gap Year program ("EF Gap Year" or the "Program"). By signing or electronically submitting the EF Gap Year Application, I understand and agree to the following:

- I acknowledge and understand that my Program is operated outside of the U.S. by EF Education First International, Ltd., Switzerland, and that EF Institute for Cultural Exchange, Inc. acts only as a marketing service provider for that company.
- EF Institute for Cultural Exchange, Inc., EF Education First International, Ltd., and their affiliated companies, related foundations and charitable organizations, partners and any companies acting on their behalf, along with their officers, directors, employees, independent contractors, agents, and authorized representatives (collectively referred herein as "EF") do not own or operate the entities which provide goods or services for my Program other than the EF Language Schools and the Hult Ashridge campus, including, for example, hotels; arrangements for, ownership of, or control over houses, homestays, apartments, or other lodging facilities; tour directors; airline, vessel, bus or other transportation companies; local ground operators; visa processing services; providers or organizers of additional excursions; or food service or entertainment providers. I acknowledge that all such persons and entities are independent contractors and not employees of or employed by EF, including specifically the Tour Director assigned to a tour, any organization providing service learning or volunteering opportunities, and internship providers and associated employers.
- Without limitation, EF 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; force majeure; acts of government; acts of war (declared or undeclared) or civil unrest; insurrection or revolt; strikes or other labor activities; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, homestays, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); 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, insects or pests; sanitation problems; food poisoning; epidemics or the threat thereof; disease; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party, or for any other cause beyond the direct control of EF.
- I agree to release EF Education First International, Ltd.; EF Institute for Cultural Exchange Inc.; EF Education First, AG; Hult International Business School Inc.; the Ashridge (Bonar Law Memorial) Trust, and all parents, subsidiaries, affiliates, related foundations and charitable organizations, along with each of their directors, shareholders, officers, employees, insurers, volunteers, sponsors, contractors, agents and authorized representatives (the "Released Parties") from, and covenant not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in an EF Gap Year Program, including but not limited to, claims for negligence; breach of contract; breach of express or implied warranties; negligent or wrongful death; or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF Gap Year Program. I agree that this Release applies to and binds myself and my minor child enrolling on the Program (if applicable), along with my personal representatives, executors, heirs, and family.
- I acknowledge and agree that this release includes and applies to activities not offered by EF during my Program that may be considered risky including, but not limited to, parasailing, paragliding,

parachuting, skydiving, scuba (unless certified), and the use of motorbikes, mopeds, scooters, quads, and all-terrain vehicles (ATVs).

- I understand that travel in other nations is not similar to travel within the United States. Programs outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature; geographic and climatic conditions; different hygienic standards; infrastructure problems (including road maintenance, transportation delays and accommodation condition); civil unrest; vandalism; crime; political instability; and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a Program and, if available, may not be equal to standards in my home country. I specifically understand that a service learning program and other volunteering opportunities is a physically demanding excursion in a developing country, and I knowingly assume the risks of such an excursion. I further understand that different parts of the work present unique health, disease, and safety concerns, and I agree to review any specific risks related to my destinations by visiting the Centers for Disease Control and Prevention's Traveler's Health website at [www.cdc.gov/travel](http://www.cdc.gov/travel) and the State Department's International Travel website at [www.state.gov/travel](http://www.state.gov/travel). I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the Program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
- I further agree to release the Released Parties from any and all decisions to cancel, modify or delay the Program as a result of unforeseeable events that are beyond the reasonable control of EF Gap Year, that make the Program impossible or commercially unreasonable or impracticable to conduct, or which become necessary or advisable so as to increase the quality of the Program.
- EF shall have no liability or responsibility for me whatsoever when I am absent from EF-supervised activities or for non-EF supervised activities, which includes the Service learning, Internship, and EF Leadership Academy components of the Program, all free time, visits to friends or relatives, independent travel, or any optional periods or activities.
- My Program begins with takeoff from the EF departure airport and ends upon completion of the flight back to the origination (or other arrival) airport. Please note Winter Break is not part of your program; however, should you choose to attend the College Application Seminar, it will be considered part of the program, whether it occurs during your Winter Break or after the completion of your Fall Semester Program.
- The air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.
- EF reserves the right to refuse or cancel my enrollment in the Program at its sole discretion. In such event, the cancellation policy and associated fees as outlined in the Booking Conditions apply.
- I agree to abide by EF's regulations and the directions of any EF staff, tour director, or other provider during my Program. These regulations include but are not limited to prohibitions possession and/or usage of illegal drugs, overindulgent alcohol consumption, disruptive actions to the others associated with the Program, damage to property, or causing or threatening to cause physical harm to another person. I understand and agree that EF may dismiss me from the tour at any time and at my sole expense for the failure to follow such rules or directions or for any other reason that EF deems in its sole discretion requires my dismissal from the Program. I understand that in the event I am dismissed from the Program for any reason, I waive the right to a refund of any part of my Program cost, and that EF may then send me home at my own expense. EF is not responsible for arranging my transport home.
- I agree to abide by all local laws when abroad, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program cost, and EF may send me home at my own expense. I also understand that should local authorities be involved; I will be subject to the laws of the country I am visiting. Actions resulting in incarceration will result in immediate termination from the Program, and I agree to waive the right to a refund of any portion of my Program cost. EF is not responsible for any legal fees or arrangements for legal counsel.

- If I become ill or incapacitated, EF, its employees, tour directors, and providers may take any action they deem necessary for my safety and well-being, including securing medical treatment and transporting me home at my own expense. EF retains the right, in its sole discretion, to contact the Emergency Contact listed on my enrollment form with regard to health issues or any matter whatsoever that relates to my Program. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF will attempt to cause appropriate treatment to be administered, and I authorize EF to do so. EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered, and EF will not be responsible for monitoring any health care that I may necessitate.
- I understand and agree to abide by the Program schedule. Failure to be on time for a scheduled departure may result in the group departing without me, and I will have to make my own arrangements at my own expense to reconvene with the group. EF is not responsible for arranging such transportation.
- EF has the right to make changes in Program itineraries and departure dates, and to modify transportation arrangements, including the use of substitute airlines. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions.
- It is my responsibility to secure the necessary travel documents (e.g., passport and visa[s]) and all required vaccinations and associated health documents for all locations on my Program (including locations visited during transit) unless specifically arranged for the group by EF. Failure to do so does not constitute grounds for a refund except as provided in for in the Booking Conditions.
- EF is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost paper airline ticket or missing EF booked flight, I acknowledge that I am solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.
- I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels or other accommodations, as well as for any damage I cause to hotel rooms, buses, or other property.
- I understand and acknowledge that this Program has been designed for persons aged 18 to 22, as reflected in the pacing, content, accommodations, and other aspects of the tour.
- This Release and Agreement and the Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of EF and any marketing materials. This agreement may be amended or modified only in a writing signed by EF. The waiver by EF of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
- This agreement and performance hereunder shall be governed in all respects, by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with EF, or any claim which arises between the Parties, whether or not related to this agreement, the literature for the trip or the trip itself, it shall be resolved exclusively in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts.
- EF or its representatives, agents or consultants may use any photographic, film, digital, or video likeness taken of me, any of my comments while on an EF Gap Year, and any of my photographic, film, digital, or video content shared by me with EF through any format for future publicity or marketing without compensation to me and also may use my contact information for future EF promotions.
- I have read and agreed to the Terms of Use and Privacy Policy outlined at <http://efgapyear.com/help-center-privacy-policy/>, and I consent to EF's processing of my personal data as set forth on page 12.

Failure to agree to the Booking Conditions and Release & Agreement will result in you forfeiting your travel, and you will be subject to the Standard Cancellation Policy in the Booking Conditions.



**Participant Assent**

I (or parent/legal guardian if enrollee is under the age of 18 or a minor under any other applicable law) have completely read, understand, and agree to be bound by the incorporated “EF Booking Conditions” at <https://efgapyear.com/get-help/terms-conditions/>, which include a “Release & Agreement” and the “Standard Cancellation Policy”. I confirm that I am an authorized user of the credit/debit card or bank account provided, and I understand that this charge will show up on my statement credited with today’s date in the next 2-3 business days. I consent to EF’s processing of my personal data as set forth in EF’s Privacy Policy at <https://efgapyear.com/get-help/privacy-policy/>.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed name

\_\_\_\_\_

Signature of legal guardian (if under the age of 18)

\_\_\_\_\_

Date

\_\_\_\_\_

Legal guardian’s printed name