

Terms and Conditions

RESERVATION PROCEDURES

Reservations for all Horizon Travel Service LLC dba ATP, hereafter referred to as 'ATP' can be made online or via email. All e-mail requests should be sent to VIPConcierge@ATPtravel.com, Groups@ATPtravel.com and Escorted@ATPtravel.com respectively.

OFFICE HOURS

ATP's headquarters in New York City is open Monday to Friday from 9:00 AM to 5:30 PM Eastern Time.

PASSENGER AND AGENT EMERGENCY ASSISTANCE

ATP offers a 24-hour emergency telephone service via our New York phone number: (212) 596-1000. It is available to provide assistance to both our agents and their passengers. Agents may also contact us via email at UrgentRequests@ATPtravel.com.

NON-PUBLISHED SERVICES

Services not included in this brochure or on our website are on request. When ATP confirms a non-published service, you must guarantee acceptance and payment terms, as ATP is required to prepay the supplier. Once ATP has prepaid suppliers for non-published services, there are no refunds or credits for unused services, even in the event of full cancellation of the booking. Non-published services may also be subject to handling fees which may cause rates to be higher than the supplier's published rate. This will not be a basis for refunds.

VIP CONCIERGE SERVICE

ATP is pleased to offer our VIP Concierge Service for discerning travelers who are looking to create their own unique luxury travel experience. Our years of travel industry experience provide us with the knowledge and relationships to make perfect moments happen.

Pricing and Terms and Conditions for these special arrangements will be provided at the time VIP Concierge Services are quoted.

Requests should be sent to: VIPConcierge@ATPtravel.com

BOOKING POLICIES

Each booking received via e-mail or electronically will be confirmed by ATP with a confirmation number. An ATP confirmation number confirms acceptance of the reservation request.

The Tour agent is responsible for providing ATP with accurate name, date and product requests, as well as timely notice of all cancellations and/or amendments either through written notice (e-mail) or electronically, and must be in receipt of an ATP acknowledgement of such. Any bookings that have not been cancelled according to these procedures are considered live reservations and are subject to cancellation charges.

All hotel reservations are non-transferable and substitution of one passenger for another at check-in is never permitted.

Requests are subject to availability; acknowledgement is usually sent within 24-hours except for Hawaii, National Parks and non-published hotels and extensive itineraries. We will respond to these requests as soon as possible.

Our response will include your booking reference number (if provided) as well as an ATP booking number that must be used in all future correspondence. If a request cannot be accommodated, ATP will endeavor to confirm a guaranteed alternative hotel, unless you advise ATP that you do not want to be offered alternatives.

If the confirmed alternate hotel is not acceptable to your client, ATP must be advised to cancel this alternate hotel or any resulting no-show charges will be billed to you. Cancellations must be acknowledged by ATP in writing.

MULTIPLE BOOKINGS

We do not accept multiple bookings for the same party in the same hotel, as these may be considered group or speculative bookings. Both the hotel and ATP reserve the right to cancel or refuse to confirm these bookings, or to charge higher rates. Additionally, many hotels will impose a portage fee for a group of 9 or more people travelling together, even if booked with different reference numbers.

BEDDING

As most of our rooms are run-of-the-house, neither ATP nor the hotels guarantee one bed per person in doubles, triples and quads. Double rooms may contain only one double bed. Passengers requiring separate beds should specifically request this at time of booking. Separate beds will then be placed “on request”, but cannot be guaranteed. Triple and quad rooms usually contain two beds, one of which may be a rollaway or sofa bed. The occupancy of a room is defined by the number of paying adults and not by the configuration or number of beds provided. Additional rollaway beds are available at an extra charge, payable directly to the hotel, but their availability cannot be guaranteed.

BOOKING MODIFICATIONS

To prevent speculative bookings, hotels often regard certain booking modifications as cancellation and re-booking. These modifications include (but are not limited to) name changes and changes of duration. In these instances, cancellation charges may apply and there is no guarantee that the new booking will be at the original rate. In some circumstances, the room may no longer be available.

BLACKOUTS

Blackouts can be enforced by suppliers at any time. During blackouts, hotels are in critical occupancy status and are only prepared to honor existing reservations. Name and date changes may not be permitted after existing reservations have been reported to the hotel.

EARLY CHECK-OUT

Hotels regard early check-out as cancellation of remaining nights and penalties will apply. Some hotels charge full penalty for early check-out.

CANCELLATION POLICIES

ATP acknowledges and confirms all booking activity: from the initial reservation to any changes and cancellations thereafter. It is your responsibility to ensure you have an ATP confirmation for your latest activity or you will be charged accordingly.

Detailed information regarding the specific cancellation policies that apply to the hotels or services that you have booked through us are available on the booking confirmation. If different cancellation policies are shown for a single stay, the strictest will automatically be applied.

ATP maintains separate change and cancellation policies from hotel or service suppliers. No third party is authorized to make representations of any kind on behalf of ATP.

ITINERARY CHANGES BY CLIENTS

Once the passenger has arrived in the USA and/or Canada, itinerary changes can only be made by contacting ATP and will need to be approved by the agent if additional fees apply. Any changes or cancellations will be subject to the cancellation charges detailed above.

CUSTOMER SERVICE WHILE TRAVELLING WITH US

When passengers have problems, concerns or need to cancel a reservation for a hotel or service, ATP is fully committed to addressing these concerns immediately rather than after they return.

Passengers or their agents must immediately contact the New York office by telephone at (212) 596-1000. The line is answered 24-hours a day, 7-days a week by trained passenger assistance specialists who can resolve the majority of issues on the spot.

All claims must be sent by e-mail to VIPConcierge@ATPtravel.com within (30) thirty days from the service date, along with any supporting documents. ATP will endeavor to reply within a reasonable amount of time, usually between (5) five and (21) twenty-one business days, depending on the complexity of the claim.

If passengers do not contact our offices at the time of the problem, we reserve the right to turn down requests for compensation.

AFTER TRAVEL SERVICES AND REQUESTS FOR BILLING ADJUSTMENTS

All correspondence regarding passenger complaints and requests for billing adjustments pertaining to Escorted Tours must be sent via email at VIPConcierge@ATPtravel.com. Passenger complaints and requests for refunds and adjustments must be made in writing within 45 days after our services are rendered. We will decline to review claims submitted more than 45 days after services have been rendered. ATP will do its utmost to respond to passenger complaints/adjustments as soon as possible after thoroughly reviewing all relevant details, but we have up to 21 days to respond to claims.

PASSENGER COMPLAINTS RELATED TO CREDIT CARD CHARGES BY SUPPLIERS

If your reservation was made in accordance with our Terms and Conditions, and your passenger's complaint is related to disputed

charges for room and tax made to your client's credit card by a supplier, ATP will make a reasonable effort to work with all parties involved to resolve the dispute. We require a credit card receipt or statement. ATP is not responsible for the investigation of incidental charges made to a client's credit card.

BILLING FOR RESERVATIONS WITH PENDING PASSENGER COMPLAINTS

Please be aware that ATP does not authorize any deductions of amounts due for pending claims. All amounts due are as invoiced unless otherwise notified in writing by ATP.

FINAL DETERMINATION REGARDING PASSENGER COMPLAINTS AND REQUESTS FOR BILLING ADJUSTMENT

ATP reserves the right to make a final determination on any passenger complaint or request for a billing adjustment. These will be considered based on the policies, procedures and requirements set forth in these Terms and Condition and related documentation.

ESCORTED TOURS PROCEDURES

TOUR PRICES

- Children's rates apply to passengers 16 and under sharing a room and using existing bedding with 2 full-paying passengers regardless of age). Bedding preferences may be indicated when your reservations are made. We cannot guarantee that the hotel will be able to fulfill them at no additional charge.
- The maximum total room occupancy allowed for our Escorted Tours is 4 people, regardless of age.
- ATP strongly recommends that children be a minimum of 12 years old to participate in our Escorted Tours and bookings for children under 8 will not be accepted.
- The full names of all adults and children must be provided. Child ages must be advised at time of booking.
- Tour prices include hotel portage for one bag per person only. Due to space limitations, ATP cannot guarantee that extra bags will be permitted on the coach. If space does permit, passengers will be charged US\$ 4 per bag, per day or each additional bag. This additional charge will be collected at tour departure. Portage is not included at any pre and/or post hotels.
- Tour prices do not include driver or guide gratuities.

MINIMUM AGE FOR ROOM OCCUPANCY

On tours that overnight in Las Vegas, one person per room must be a minimum of 21 years old. On all other tours, one person per room must be a minimum of 18 years old.

TOUR CANCELLATION

We reserve the right to cancel a departure 30 days prior and/or to operate a tour in a minibus with a driver/guide should the number of participants warrant it.

ITINERARY CHANGES

- If additional buses are added to a departure date, we reserve the right to reverse and/or modify the itinerary. Any changes will be notified a minimum of 30 days prior to departure.
- ATP reserves the right to substitute alternate hotels of similar or higher quality as determined by our hotel rating system.

ADDITIONAL PRE AND POST SERVICES

For an enhanced tour experience, ATP offers a wide variety of additional services to complement the escorted tour:

- Pre- and post-hotels. ATP has protected a block of rooms at selected hotels from which the tour starts and ends for your passengers' convenience.
- ATP offers local airport transfers and sightseeing tours at each gateway city. These services can be added to our Escorted Tours program at a separate cost.
- Our Escorted Tours Pre/Post-Package includes round-trip airport transfers (seat-in basis or by hotel shuttle, no Meet & Greet), 2 pre-nights and 1 post-night. Select Pre/Post-Packages also include a city sightseeing tour in the gateway city. This sightseeing tour may only be offered in English and not in the language booked for the actual Escorted Tour.
- We require correct flight information (flight number and arrival time) a minimum of 10 days prior to arrival in order to operate transfers. We will do all possible, but are not able to guarantee transfers in case of missed or delayed flights.

GUESTS WITH DISABILITIES

ATP will do all possible to reasonably accommodate these passengers. However, such bookings cannot automatically be confirmed as, for example, not all coaches are equipped to accommodate wheelchairs, personal scooters or electric convenience vehicles and special arrangements need to be made. Moreover, tour guides, for insurance reasons, are not able physically assist passenger transfers from wheelchairs or similar types of conveyances. Passengers needing physical assistance for personal needs should be accompanied by an

able-bodied companion. Guests with disabilities wishing to book an Escorted Tour should be aware that our coaches are not equipped with lifts for wheelchairs and similar types of conveyances. If a guest requires a wheelchair, it needs to be collapsible. Self-propelled wheelchairs of any kind, including personal scooters or electric convenience vehicles, will not be accepted. Should non-compliance with any of these conditions result in additional charges to ATP, then these extra charges will be passed on to you. We will be unable to arrange a wheelchair for this passenger, and the passenger will need to bring his own. If a guest requires reasonable accommodation, please inform us at the time of booking and we will make every attempt to provide this.

ESCORTED TOURS VOUCHERING INSTRUCTIONS

Please provide all passengers traveling as part of an Escorted Tour with the following:

- One voucher for the Escorted Tour including passenger names, tour name and departure date and ATP booking number.
- A separate voucher must be issued for any pre/post-night hotel stays and any additional services. Transfer vouchers must clearly indicate the flight number and departure time, supplier name and telephone number and the number for the ATP emergency line.

DEPARTURE & RETURN POINTS

The place and approximate departure and return times for each of our tours is advised on our website. Please download the tour details from our website, www.ATPtravel.com, and include this important information in your passenger's documentation packet. Although return times are listed as approximate, ATP takes no responsibility for delays caused by traffic, weather or circumstances beyond our control. We strongly suggest that passengers reserve pre and post tour nights in the city of arrival and departure. We also ask that you instruct passengers to call (212) 596-1000 if they will be late for departure or if they cannot find our tour escort at the designated time and place of departure. ATP will not be held responsible for passengers who miss the departure due to incorrect or insufficient information given to them prior to arrival in the United States.

DOCUMENTATION

At the start of the tour, all passengers will receive a documentation kit, including a map and comment form to rate the various components of the tours. Most of this information can also be downloaded from the Escorted Tours section of our website, www.ATP.com, approximately 8 weeks prior to the first departure of the season.

MEALS

Meals are not included unless specifically stated in the tour description and in the list of tour inclusions. We offer breakfast packages on select itineraries at a supplement. Some hotels may offer complimentary breakfast to all hotel guests which is reflected in the breakfast surcharge. No refunds can be given for such complimentary meals. Requests to add daily breakfast to an Escorted Tour after the Escorted Tour has already departed will be subject to a service fee of \$25 per room.

SEAT ROTATION

In fairness to all passengers, ATP has established a seat rotation schedule during the course of our tours. Unfortunately, we are not able to honor requests.

OPTIONAL TOURS

Additional excursions are offered to enhance your passenger's experience. A list of authorized optional excursions with descriptions for each tour can be found on our website. We do not support any excursion that is not part of our authorized excursion list. The tour guides cannot be held responsible for reconfirming any services or excursions which were booked prior to the clients' arrival in the United States.

None of the optional excursions offered are guaranteed to operate as they are subject to a minimum number of passengers, weather conditions, etc. ATP and its tour guides also reserve the right to modify any optional excursion without prior notification.

FLIGHT RECONFIRMATIONS

Due to heightened security regulations, tour guides are unable to reconfirm passenger's return flights.

LANGUAGES/DATES

ATP operates multilingual tours in English, Italian, Spanish and Portuguese. Please note that the general list of departure dates is not available in all languages unless specified. Specific dates have been selected for each of the languages above and are listed on the "Freesale/Language" page of the "Escorted Tours" section of our website at www.ATPtravel.com. Please be sure to check language availability prior to booking any Escorted Tour with us.

GROUPS JOINING ESCORTED TOURS

ATP welcomes small groups joining our scheduled departures. However, we are not able to accommodate specific requests from group leaders for any changes to the itinerary, optional excursions or suppliers, nor can the group leader make changes to the rooming list.

The coach cannot be used for private transfers or excursions for the group and they must participate in the scheduled seat rotation.

EXCLUSIVE NET GROUP PRICES

All Escorted Tour itineraries are available to exclusive groups. Each group request will be quoted individually based on prevailing supplier rates and availability at time of request. The final exclusive rate will then be offered with the selected departure date and inclusions.

RESERVATION PROCEDURES

Reservations for Escorted Tours can be made online via our booking engine or by e-mail. Please send all e-mail requests directly to our Escorted Tours Department: E-mail: Escorted@ATPtravel.com

PASSENGER AND AGENT ASSISTANCE LINE FOR ESCORTED TOURS

ATP offers a 24-hour emergency telephone service via our New York phone number (212) 596-1000. It is available to provide assistance to both our agents and their passengers. Agents may contact us via email at Escorted@ATPtravel.com.

BOOKING POLICIES

Each booking received via e-mail or electronically will be confirmed by ATP with a confirmation number. An ATP confirmation number confirms acceptance of the reservation request. The agent is responsible for providing ATP with accurate name, date and product requests as well as timely notice of all cancellations and/or amendments either through written notice (fax or e-mail) or electronically and must be in receipt of an ATP acknowledgement of such. Any bookings that have not been cancelled according to these procedures are considered live reservations and are subject to cancellation charges. All reservations are non-transferable and substitution of one passenger for another upon tour departure is not permitted. Requests are subject to availability; acknowledgement is usually sent within 24 business hours.

MULTIPLE BOOKINGS

You may free sales up to 6 passengers per departure, per day.

COMMUNICATION WITH SUPPLIERS

All communication between our agents/customers and our contracted suppliers must be via ATP. No supplier can make representation on behalf of ATP. ATP cannot be held responsible if these procedures are not followed and will not be liable for any subsequent claims for compensation, refunds or waiving of fees.

CANCELLATION POLICIES

ATP acknowledges and confirms all booking activity – from the initial reservation to any changes and cancellations thereafter. It is your responsibility to ensure you have an ATP confirmation for your latest activity or you will be charged accordingly.

Cancellation policies for our Escorted Tours are:

- Up to 31 days before tour departure: no charge
- 30 – 16 days before tour departure: 10% cancellation fee
- 15 – 01 days before tour departure: 50% cancellation fee
- Day of departure or no-show fee: 100% cancellation fee

ATP maintains separate change and cancellation policies from hotel or service suppliers. No third party is authorized to make representations of any kind on ATP's behalf.

UNUSED SERVICES

There will be no refund for any tour segment of a prepackaged program that is not used by the passenger.

CUSTOMER SERVICE WHILE TRAVELING WITH US

When passengers have problems, concerns or need to cancel a reservation, ATP is fully committed to addressing these concerns immediately rather than after they return. Passengers or their agents must immediately contact the New York office by telephone at (212) 596-1000. If passengers do not contact our offices at the time of the problem, we reserve the right to turn down requests for compensation. Whenever passengers are asked to pay directly to a supplier, they should contact ATP immediately at the number above to avoid billing issues. In the event that passengers cancel a service on their own, a cancellation number, supplier contact name and date of cancellation should be provided to us. Refunds are subject to our Terms and Conditions and verification by the supplier.

AFTER TRAVEL SERVICES AND REQUESTS FOR BILLING ADJUSTMENTS

All correspondence regarding passenger complaints and requests for billing adjustments pertaining to Escorted Tours must be sent via email at Escorted@ATPtravel.com. Passenger complaints and requests for refunds and adjustments must be made in writing within 45 days after our services are rendered. We will decline to review claims submitted more than 45 days after services have been rendered. ATP will do its utmost to respond to passenger complaints/adjustments as soon as possible after thoroughly reviewing all relevant details, but we have up to 21 days to respond to claims.

PASSENGER COMPLAINTS RELATED TO CREDIT CARD CHARGES BY SUPPLIERS

If your reservation was made in accordance with our Terms and Conditions, and your passenger's complaint is related to disputed charges for room and tax made to your client's credit card by a supplier, ATP will make a reasonable effort to work with all parties involved to resolve the dispute. We require a credit card receipt or statement. ATP is not responsible for the investigation of incidental charges made to a client's credit card.

BILLING FOR RESERVATIONS WITH PENDING PASSENGER COMPLAINTS

Please be aware that ATP does not authorize any deductions of amounts due for pending claims. All amounts due are as invoiced unless otherwise notified in writing by ATP.

FINAL DETERMINATION REGARDING PASSENGER COMPLAINTS AND REQUESTS FOR BILLING ADJUSTMENT

ATP reserves the right to make a final determination on any passenger complaint or request for a billing adjustment. These will be considered based on the policies, procedures and requirements set forth in these Terms and Condition and related documentation.

GENERAL

OFFICE HOURS

ATP's headquarter office in New York City is open Monday to Friday from 8:00 AM to 5:00 PM Eastern Time.

HOURS OF OPERATION FOR RESERVATION AND AMENDMENT REQUESTS

Our reservations office hours are Monday to Friday 8:00 AM to 5:00 PM Eastern (NYC) Time. Requests for reservations or cancellations received after 5:00 PM Eastern (NYC) Time will not be handled until the next business day.

FICTITIOUS BOOKINGS

Our system does not permit the creation of fictitious bookings. Once confirmed, all bookings are subject to all Terms and Conditions and fictitious bookings will not be honored.

VOUCHERS

Our online reservation system provides agents with the option to print vouchers for all confirmed accommodation and services. If you choose to create your own vouchers, please note the following procedures. A separate voucher must be issued for each hotel and/or supplier, including any pre- or post-nights booked in conjunction with any package tour. Your vouchers must include all relevant information pertaining to the specific booking or service (i.e. passenger names, children's ages, dates of service, supplier name/address, room category or service type, etc.) or as otherwise printed on the original ATP vouchers for your booking. Your vouchers must clearly indicate: "Booked and payable by ATP" and show the ATP booking number. This information must be printed in English and appear in a prominent place on your voucher to ensure proper servicing by the supplier. Vouchers must also include ATP's New York office telephone number (212) 596-1000.

UNAUTHORIZED VOUCHERS

Both our suppliers and ATP reserve the right to refuse to honor vouchers for services not booked through ATP. This may result in your clients being denied accommodation or services. If the hotel or supplier does decide to accommodate the passenger, there is no guarantee that the supplier will not charge the passengers directly. In the event that ATP is charged for these services, the agent will be billed accordingly.

SMOKING

Smoking is not permitted on touring or sightseeing coaches in the USA and Canada. Smoking is also restricted in most hotels and restaurants, and in certain cities, bars and lounges. Many hotels in the USA and Canada are now 100% non-smoking. Should passengers smoke in an area where this is not permitted resulting in cleaning charges for ATP, then we will pass these charges on to the passengers or the tour operator who made their reservation.

AIRPORT TRANSFERS

Due to heightened security measures, representatives can no longer meet arriving passengers at the arrival gates. Instead, the driver or guide will meet the passenger, either in the baggage claim area or at curbside in front of the terminal building. Passengers must be informed about this procedure. All bookings for transfers must include airline (not code-share airline), flight number, times and hotel

name. Please note that ATP offers a number of hotels which are considered outside of the normal areas for transfers to/from. In these cases, hotel pick-up and drop-off may not be available or may require a supplement.

RESPONSIBILITIES

ATP preserves the right to substitute hotels and services of equal or better standard for those mentioned in the tour itineraries and to alter sightseeing schedules and/or types of transportation whenever and wherever we deem it operationally necessary.

TRAVEL DOCUMENTATION

Travel documents, including visas, as well as compliance with custom regulations, are the responsibility of the passengers. ATP will not be responsible for costs incurred by passengers as the result of having improper or insufficient travel documentation. Proper travel documentation for the purpose of identification upon check-in is also essential.

TRAVEL RESTRICTIONS

Customer acknowledges that travel restrictions may exist for locations for which ATP provides Services in. It is the Customer's sole responsibility to ensure that Customer's clients comply with all applicable governmental or other travel restrictions to or within a particular destination. ATP shall neither be responsible nor liable to refund any Bookings that are cancelled for failure to comply with governmental or other imposed travel restrictions.

Travel to certain destinations may involve more risk than travel to other destinations; therefore, we strongly recommend that you review current government-issued travel advisories, warnings, requirements, restrictions, and public health directives prior to making a reservation and prior to travel. ATP shall not be held liable for any risks imposed by travel and that any information provided by ATP and/or, Service Providers. These Terms shall not replace Customer's own judicious risk assessment, based on their personal circumstances, and that of prudent health, safety, and security considerations. ATP assumes no responsibility or liability for determining and obtaining proper documents for travel for the Customer, for both domestic and international destinations, complying with all entry/exit and other governmental travel requirements or restrictions applicable to/from/within their destinations of travel, and comply with all Supplier requirements for travel, including, without limitation, completion of health forms and provision of COVID-19 test results.

For more information, please visit: <https://travel.state.gov/content/travel/en/international-travel.html>, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac, and www.customs.gov. If traveling domestically within the U.S. during the COVID-19 public health emergency (or similar health emergency), we recommend that Customer and/or the client check, before booking, with state or local public health authorities at your intended destination to learn of any travel requirements or restrictions.

Due to frequent changes, ATP does not guarantee the accuracy of any information provided on/through a Travel Channel, including, without limitation, provided by our travel consultants or any government or third-party websites we may reference, and/or rely. ATP expressly disclaims any and all liability for inaccurate or incomplete information contained on such sites or provided by ATP.

HEALTH AND SAFETY

When travelling with ATP your safety is of paramount importance to ATP. Passengers should be medically and physically fit for travel. They should consult with their personal physician if they have any questions regarding their medical or physical fitness for travel, including the appropriateness of any inoculations that may be recommended or required.

As ATP is a reseller/ facilitator of travel products, travel itineraries of passengers may and will include accommodation services and/or ancillary services such as transfers, tours, and activities that will not be provided or operated by ATP, but by independent third party owners and/or operators that are not owned and/or managed by ATP ("Third Party Service Providers"). While ATP has taken every reasonable measure to provide and publish (on our booking engine - Premiere), where such information was provided to ATP, the Health & Safety protocols implemented by Third Party Service Providers, ATP is not in a position to validate or dictate their health and safety protocols which will vary between Third Party Service Providers. As a result, ATP cannot confirm the standard to which Third Party Service Providers protocols adhere to and as such ATP cannot accept any form of liability (in the broadest terms) and hereby expressly disclaim any or all liability and/or responsibility should a passenger (or any member of their party) contract an infectious disease (including COVID-19) when using our services or the services of a Third Party Service Provider. The same will apply in respect to all public areas (i.e. landmarks, public venues, sightseeing venues, etc.) which passenger(s) may visit while travelling, as ATP does not have any control over health and safety protocols followed at public areas or any action(s) of a member of the public which may cause an infection of an infectious disease.

ADA (Americans with Disabilities Act)

atp strives to comply with the Americans with Disabilities Act (ADA) and to provide “reasonable accommodation” to its passengers and guests for all services and accommodation that it directly provides to the public. Furthermore, atp strives to engage third party service and accommodation providers who also agree to comply with the requirements of the ADA (although atp cannot warrant or be a guarantor of such compliance by any third party service or accommodation provider). If your passenger has a medical or physical condition that may require reasonable accommodation from atp, please indicate your needs to atp at the time of booking. atp will do all possible to make reasonable accommodation for these passengers, but bookings cannot automatically be confirmed. Passengers needing assistance for personal needs should be accompanied by an able-bodied companion.

HOTEL CLOSURES & FORCE MAJEURE

On occasions, circumstances beyond our control (“Force Majeure”) may mean that passengers have to be moved to alternate accommodations or the reservation(s) may be cancelled, partially or in their entirety. If the circumstances are beyond our control or deemed to be beyond our control, atp will not be responsible and/or liable for finding alternate accommodation or to incur any additional cost for finding alternate accommodation. The performance of any reservation agreement for hotels or services is subject to circumstances including (but not limited to), hotel closures, ownership changes (making contract null and void), Acts of God or Nature (including fire, flood, earthquake, inclement or intemperate weather or storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, pandemic, epidemic, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of utilities or telephone service. atp shall not be responsible and/or liable if any third-party Service Provider/Hotel fail to provide services/reservation due to any Force Majeure event.

SPECIAL ANNOTATION TO GENERAL TERMS & CONDITIONS

For bookings made on or after April 6, 2020, consider the risk of the coronavirus (COVID-19) and its associated government measures. If you do not book a flexible rate (free cancellation), you may not be entitled to a refund. Your cancellation request will be handled by the property based on your selected policy and the applicable booking terms. During times of uncertainty, we recommend booking an option with free cancellation. atp has worked diligently with all of its suppliers to offer flexible rates wherever available. If plans change, the reservation can be canceled free of charge until free cancellation expires.

TYPES OF SERVICES PROVIDED

ATP is a receptive tour operator, operating as a wholesaler of travel products in the United States. As such, it acts as a facilitator only and not as a provider of hotel and local services. The suppliers of transportation, sightseeing, hotel accommodation, meals and other services and attractions, as well as tour escorts, are independent contractors and not agents or employees of ATP and therefore neither ATP nor any of its affiliates shall be liable for any personal injury or death or damage to or loss of property arising out of the performance or non-performance by such persons and entities or arising out of other incidents while on tour including without limitation equipment breakdown, accidents, theft, lost or damaged baggage, strikes, delays and cancellation of or changes in itinerary, schedules, etc. ATP has no liability for, and will make no refund in the event of any third party delay, cancellation, overbooking, strike or any other force majeure or cause beyond its direct control.

THE INFORMATION CONTAINED HEREIN AND IN ALL OF OUR LITERATURE AND ON OUR WEBSITES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR IN-ABILITY TO USE SUCH INFORMATION, NOR SHALL WE BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SUCH INFORMATION OR OUR RECORDS, PROGRAMS OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATIONS OF CERTAIN DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION AND APPLICABLE LAW

Any claim or controversy arising out of or related to the information contained herein or in any of our literature or on our websites or arising out of or related to any contract or course of conduct between or by ATP and the user hereof shall be governed and interpreted in accordance with the laws of the State of New York, United States of America (and United States Federal law, as applicable), without regard to laws relating to conflicts of law and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

Any claim or controversy arising out of or related to the information contained herein or in any of our literature or on our websites or arising out of or relating to any contract or course of conduct between or by ATP and the user hereof shall be settled by a single arbitrator in arbitration administered in New York, New York, USA by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator (which may include costs, expenses and attorney fees) may be entered in any court having jurisdiction thereof (as selected by the prevailing party, or as otherwise directed by the arbitrator).

No term or condition herein shall be deemed waived, by non-enforcement or otherwise, unless such waiver is in writing and is executed by ATP.

MODIFICATION AND UPDATES TO OUR TERMS AND CONDITIONS OF SALE

ATP expressly reserves the right to change, modify or amend these Terms and Conditions from time to time as it, in its sole discretion, may deem advisable. The most current version of these Terms and Conditions will always be available on our website, www.ATPtravel.com, which version shall supersede and prevail over all other printed versions of same.

By making a reservation, you acknowledge and consent to all of the foregoing and agree to advise your clients of the same, and to hold ATP and its affiliates harmless from any and all damages, liability and expenses (including attorney fees) arising out of any claim, legal action or arbitration related to the foregoing.