

# OBERAMMERGAU PASSION PLAY TOUR TERMS AND CONDITIONS

Effective March 2, 2009

## TOUR COST AND INCLUDED FEATURES:

Are listed on the enclosed Confirmation Receipt. All quoted tour prices herein reflect a 3.5% cash payment discount. Tours paid by credit card do not receive this discount. All prices stated herein are quoted in U.S. dollars (unless otherwise stated) and are based on tariffs, taxes and currency exchange rates in effect January 2009. Rates are subject to adjustment in the event of any changes in these tariffs, taxes and exchange rates. In the event of a billing error, we reserve the right to re-invoice with correct prices. Final documents and airline tickets will be issued after final payment has been received and processed, and normally will be sent 1 - 2 weeks prior to departure.

**PAYMENTS:** First deposit of \$150 to purchase passion play ticket. Once ticket is confirmed, additional payments are required per the following schedule:

### PHASE 1

#### OBERAMMERGAU LAND PACKAGE

\$340 payment is due  
Monday, March 2, 2009  
and  
\$550 payment is due by  
Friday, June 19, 2009

### PHASE 2

#### BALANCE OF AIR & LAND PACKAGE

\$500 deposit is due by Friday, September 18, 2009 at which time complete finalized tour with all air and hotel information will be published. We may give participants the option of purchasing air fare in full several months before departure if it is deemed necessary to issue airline tickets to freeze air transportation cost. Otherwise, final balance is due 120 days prior to departure.

Payment by cash, personal check or cashier check made payable to **FJ Tours, LLC**. Only American Express credit cards are accepted. Returned checks are subject to a \$25 fee.

**GROUP SIZE:** All tour prices herein are based on a minimum of 31 passengers.

**AIR TRANSPORTATION:** Regularly scheduled economy class service on any IATA or ARC carrier. Transatlantic air transportation is based on special, non-refundable economy class contracted fares for this tour group. The air taxes (domestic and foreign government taxes, which include security fees (including the

September 11<sup>th</sup> security fee), airport facility charges, customs, immigration and inspection fees, etc.) and fuel surcharges are estimated to be \$350 as of January 2009 and are subject to change until tickets are issued. Actual air taxes and fuel surcharges will be charged on the final tour invoice. There is no advance seat selection for group departures. Early check-in is required to secure seats with a travel companion. International flights require arriving at the departure airport at least 3 hours prior to departure.

**PASSENGER NAME:** Passengers are responsible for ensuring that the passenger name (names) printed on the tour invoice match exactly the name (names) as they appear on their passport. Due to security requirements, any name change including minor spelling corrections may require airline reservations to be cancelled and rebooked. Airline reservations are subject to availability at the time of rebooking and may result in an increased airfare. Airline tickets once issued are subject to an airline change fee (even for minor name corrections) of up to \$200 per ticket and is the passenger's responsibility. The Tour Operator assumes no liability or responsibility for denial of services by any carrier due to any name discrepancy.

**HOTEL ACCOMMODATIONS:** Double occupancy, standard twin bedded rooms with private bath throughout. Single rooms are available at a supplemental cost to be published on or about September 1, 2009. Single rooms, although assuring privacy, may be small in size and may be located in remote parts of the hotel. A limited number of single rooms are available. Special requests such as bed types, smoking preferences, and connecting rooms are subject to availability. On those rare occasions when we are not able to find a roommate for you, you will be required to pay the single supplement. Every effort will be made to give you sufficient prior notice if we cannot find you a roommate. Triple rooms may not be available in all countries and usually have limited availability.

**PASSPORTS AND VISAS:** Passports are required of all passengers. A valid U.S. passport that does not expire within at least six months from the date of your return is required for all U.S. citizens.

U.S. citizens do not need a visa to enter Germany or Austria. Non-U.S. citizens must check entry requirements with their respective Embassy or Consulate, and are responsible for obtaining their own visa and any other required travel documents at their own expense. The Tour Operator assumes no liability or responsibility for visa procurement.

## CANCELLATION POLICY & PENALTIES:

All cancellations must be received in writing and signed by the person who made the original reservation. Cancellations are only effective from the day they are actually received by FJ Tours, LLC. No refunds are issued for cancellations received after the tour departure date. If you cancel your tour, cancellation penalties will apply and will be deducted from your refund.

In consideration of the rules and regulations set by the Oberammergau Passion Play Committee, hotels and associate operators, the following cancellation penalties apply to each passenger:

### Oberammergau Land Package (Phase 1):

Cancellations received in writing prior to March 2, 2009, full refund, less a \$25 administrative fee. After March 2, 2009 the following per person cancellation fees apply:

March 3, 2009 to April 30, 2009: \$250

May 1 to August 31, 2009: \$550

September 1 to December 31, 2009: \$1040

### Balance of Air & Land Package (Phase 2):

Cancellations received in writing from January 1, 2010 to 121 days prior to departure: up to \$1000 plus cost of air transportation, once airline tickets have been issued; Less than 120 days prior to departure: 100% of total tour cost - No Refund. Refunds will be issued promptly for all cancellations received in writing.

Any unused tour portions are non-refundable.

**LUGGAGE:** Each passenger is limited to one (1) checked bag, having a maximum weight of 50 pounds and not exceeding 62 inches (L+W+H), plus one (1) carry-on, having a maximum weight of 13 pounds and not exceeding 46 inches (L+W+H). Any bag exceeding these rules is subject to airline excess baggage fees of up to \$200 per bag. Porterage services of one (1) bag per person are offered with this tour while in Germany and Austria. The Tour Operator accepts

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no liability or responsibility for loss and damage of luggage, although maximum care will be taken to ensure safe handling of your luggage.

### TRIP INSURANCE:

#### FOR YOUR FINANCIAL PROTECTION

The Tour Operator has included group cancellation insurance in the Phase 1 - Oberammergau Land Package to cover cancellation fees of up to \$990 per person. The insurance premium of \$50 is non-refundable. You are covered up to \$990 if you must cancel the passion play attendance because of a sudden medical emergency of self or immediate family member\*\* (including pre-existing conditions) from March 2, 2009 until any time prior to departure. Trip interruption and limited medical coverage is also included during the 3 day Oberammergau portion of trip. A 360° Travel Protection description of coverages is enclosed for your reference. The Tour Operator will offer additional optional cancellation insurance for the balance of the air & land package in September 2009. \*\*See page 8 of enclosed insurance brochure to read about "other covered events" - in addition to medical emergency!

**MEDICAL CONDITION:** We make every effort to provide the highest level of service to all passengers. Passengers who require special assistance must be accompanied by a qualified helper who assumes total responsibility for the passenger's well being. The Tour Operator is not responsible for any medical conditions that occur prior, during or after the tour.

**RESPONSIBILITY:** The responsibility of **FJ Tours, LLC**, 15 Peach Orchard Rd, PO Box 7177, Prospect, CT 06712-0177, Tel. (203) 809-5005, E-mail: [fjtours@snet.net](mailto:fjtours@snet.net), herein after called the "Tour Operator", and/or their agent (agents) is (are) limited. We (they) act only as agent for the passenger in regard to all matters connected with the making and securing of reservations with

transportation carriers and other suppliers of services ("suppliers"), all of which are independent contractors, for accommodations, tours and travel whether by railroad, motor coach, private car, boat, aircraft or any other conveyance; and assume no liability or responsibility for any injury, damage, loss, accident, delay or irregularity which may be occasioned by either reason of defect, through the acts or default of any company or supplier or person engaged in conveying the passenger or in carrying out the arrangements of the tour, or as a direct or indirect result of acts of God, dangers incident to the sea, fire, breakdown in machinery or equipment, acts of governments or other authorities, de jure or de facto, wars, whether declared or not, hostilities, civil disturbance, strikes, riots, theft, pilferage, epidemics, quarantines, medical or customs regulations, or from any causes beyond the Tour Operator's control, or from any loss or damage resulting from improper passports, visas or other documents. You are responsible for, and release the Tour Operator from, passport, visa, vaccination requirements, if applicable, and safety conditions in tour destination countries. The airlines concerned are not responsible for any act, omission or event during the time you are not aboard their aircraft. The passenger contract in use by the airline, when issued, constitutes the sole contract between the passenger and airline. Anyone not utilizing the included transportation (i.e., Land Only package) is responsible for all subsequent transportation. No changes in the itinerary are expected but we reserve the right to make them if necessary. Because of unforeseen changes in transportation schedules, the land portion of your tour may be occasionally extended or curtailed. The Tour Operator cannot be responsible for changes of itinerary. The number of days indicated for each itinerary begin with the scheduled day of departure and end with the scheduled return arrival day, irrespective of the hour of departure or return, and may vary due to

transportation schedule changes.

The Tour Operator reserves the right to accept or decline any person as a member of the tour, or to require any passenger to withdraw from the tour at any time who presents a significant risk to the health or safety of him/herself or of others which can not be eliminated or reduced to an acceptable level by the Tour Operator's reasonable accommodation. The Tour Operator reserves the right to cancel a tour in the event that sufficient passengers are not secured. After refunding all partial and full payments, the Tour Operator has no further obligations to passengers on a cancelled tour. Unused portions of the tour itinerary are not refundable. The deposit, partial or full payment for a tour reservation constitutes the passenger's acceptance and agreement to all the provisions of the tour brochure, itinerary and tour terms and conditions.

**HOLD HARMLESS:** The Office of Radio & Television of the Archdiocese of Hartford (the "Tour Sponsor"), has selected FJ Tours, LLC to offer travel arrangements for it's "Oberammergau 2010 with Father John" tour. The tour passenger hereby acknowledges and agrees that: (a) the Tour Sponsor is not in the business of providing travel services, and (b) the Tour Sponsor disclaims any liability or responsibility with respect to such travel services. Consequently, in engaging FJ Tours, LLC for this tour, the tour passenger expressly agrees to hold the Tour Sponsor harmless from and against any and all claims, losses, damages, liabilities or judgments, at law or in equity, related to, arising from, or in connection, with respect to the travel, accommodation and tour services procured by the tour passenger. "Claims" include, without limitation: claims for personal injury, disability or death, directly or indirectly related to, arising from or in connection with, any negligence or breach by FJ Tours, LLC or by others.

*FJ Tours... Taking Time Together*

## OBERAMMERGAU PASSION PLAY 2010

Germany & Austria  
July 17 to July 26, 2010