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TERMS AND CONDITIONS

RESPONSIBILITY

Food Sovereignty Tours provides socially responsible, mission driven, educational tours around topics of food, agriculture, and food sovereignty. Food Sovereignty Tours is a program of the non-profit Food First/Institute for Food and Development Policy, which acts as a Tour Operator that organizes international and domestic travel. Food Sovereignty Tours, as the principal, is responsible for arranging and providing all the services and accommodations offered in connection with the trip. In the absence of gross negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any of the services being offered in connection with this expedition. Food Sovereignty Tours also offers consultation services and in the case of journeys to Cuba, operates in a limited capacity and with only legal and licensed Travel Service Providers (issued by the US Treasury Department's Office of Foreign Assets Control).

SERVICE OFFER

1. The following terms and conditions are applicable to the service offer presented to the traveler on the trip (itinerary, what is included/ excluded, terms of payments).
2. By accepting these terms and conditions in the present document the traveler also accepts the service offer (see liability form).
3. Major changes in the service offer (i.e. number of nights, change of regions visited, etc.) must be approved by the Traveler with as much advanced notice as possible.
4. Minor changes to the itinerary/activities (i.e. accommodation change, program activity) that do not affect the service offer will not necessitate approval.

INFORMATION PROVIDED

Food Sovereignty Tours is obliged to provide the Traveler in writing before the departure:

1. The general information concerning passports and visas, the necessary travel arrangements concerning the Traveler's health and safety specific to the tour and destination.
2. The exact flight schedule: timetable with stops/connections if flights are included in the service offer.
3. The phone number of in-country representative; the address of the tour's first night accommodations; as well as the concerned embassies that can help the Traveler themselves in case of difficulties.

THE PRICE OF THE TRIP

1. The price agreed on in the service offer (on the trip web page or in the private tour agreement) is fixed and all compulsory services are included, barring an evident material mistake. Be sure to review the items included in your tour cost and note the exclusions to best plan and budget for your journey.
2. The price agreed on in the service offer may be revised downwards or upwards up to 21 calendar days preceding the departure date, if the revision is due to a change in: a) The cost of airfare for connecting or internal tickets, their transport costs including fuel (i.e. fuel surcharge) and/or the levies and taxes (i.e. airport taxes) due for related services, b) All elements that are outside of Food Sovereignty Tours' control (i.e. tourist visas, etc.).

TRANSFERABLE BOOKINGS

5. Before his/her trip begins, the Traveler may transfer his/her trip (excluding the airfare and/or any visas) to a third party that must agree to all of the terms and conditions herein. The transferor must inform Food Sovereignty Tours of this transfer within 15 days before the departure and the Traveler will assume all costs related to the transfer.
Certain reservations cannot be transferred to another person and thus the Traveler that is ceding their place will have to assume these costs. This is in the case of unique destinations where the visa is confirmed by Food Sovereignty Tours and it is not possible to change the name of the Traveler. Please call us for specifics if you might require this option.
6. The Traveler who transfers his/her trip and the transferee must pay the total price, or the remaining balance of the trip.

CANCELLATION OR MODIFICATIONS BY THE TRAVELER

7. In case of cancellation, the Traveler, even in cases of Force Majeure, must pay the cancellation fees. The cancellation fees are as follows: If Traveler cancels participation on the tour at least 45 days before departure, payment will be refunded, minus the nonrefundable tour specific deposit. If Traveler cancels 30 days or fewer before departure, the fee is 100 percent of the tour price. Partial refund may be considered, only in cases of medical or family emergencies. However, he/she will be held financially responsible to effect all payments made by Food Sovereignty Tours to suppliers that cannot be reimbursed for reservations for the Traveler's portion of the trip (i.e. flights, lodging, transportation, activities, etc.).
8. If the Traveler decides to cancel a part or the entire trip once the trip has started, Food Sovereignty Tours does not guarantee any reimbursements. However, we will work with our hosts to receive any credits back and reimburse the Traveler when possible, in good faith.
9. The Traveler will only be able to receive reimbursements of their trip's cancellation fees if they purchased cancellation insurance prior to the realization of the event causing the cancellation (in cases of Force Majeure, health issues, a death in the immediate family, etc.). Food Sovereignty Tours recommends that all Travelers purchase cancellation insurance at the time of their first deposit payment for the trip.

DISCLOSURE OF RIGHT TO PROMPT REFUND IN THE EVENT OF A CANCELLATION

Upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed and agreed to by the Traveler, all sums paid to Food Sovereignty Tours for services not provided will be promptly paid to the Traveler after cancellation unless the Traveler in writing advises Food Sovereignty Tours otherwise. This provision does not apply where Food Sovereignty Tours has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In this situation, if requested, Food Sovereignty Tours will provide the passenger with a written statement accompanied by bank records establishing the disbursement of the payment, and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

TRAVEL INSURANCE

Food Sovereignty Tours recommends that all Travelers purchase travel insurance to protect themselves against financial loss in the case of personal emergency or other unforeseen events. Traveler should call Food Sovereignty Tours if s/he has questions about what health coverage is typically covered when traveling to various destinations. For example, on a journey to Cuba health care is offered by the state while Traveler is in country so only supplemental insurance is needed. Traveler should check with his/her insurance provider. Before travelling, all Travelers should share the policy number and company's contact information with Food Sovereignty Tours.

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A note on insurance: Food Sovereignty Tours recommends all Travelers purchase the following insurance: Life insurance, medical insurance, lost baggage insurance, and cancellation insurance. Shop around for what works best for you; however, Food Sovereignty Tours recommends Travel Insurance Select*. When you shop around for your travel insurance, it's important to know that not all insurance policies protect you against the cancellation of the travel suppliers that provide your travel arrangements (for example, if Food Sovereignty Tours cancels for any reason like an act of war or natural disaster, we will refund you the trip cost, but your airfare or your other travel expenses you purchase separately may not be protected). At times you may be affected by circumstances beyond our/your control such as flight delays, missed connections, delays in customs and/or immigration, or terrorism, all which can affect your trip or cause you to cancel your journey with us, so make sure that the insurance that you select will cover these events.

** We strongly encourage you to purchase coverage within 14 days of signing on to a tour. Doing so makes you eligible for the following benefits at no additional cost: 1. Waiver of Pre-Existing Condition Exclusion, 2. Travel Supplier Financial Insolvency coverage, and 3. Coverage for certain Terrorist Acts. If you have questions, please call Travel Insurance Services at 1-800-937-1387 (office hours: 8:30 AM - 5 PM PST) or see their website www.travelinsure.com*

NON-USED SERVICES

No refund will be given for services not used during the trip.

CANCELLATION OR MODIFICATIONS BY FOOD SOVEREIGNTY TOURS

Before or during the trip, Food Sovereignty Tours reserves the right to cancel or modify a part of or the entire trip, without prior notice, for reasons of Force Majeure in which case Food Sovereignty Tours will do its best to offer equivalent services. It is understood that the Traveler will have no right to claim any damages due to loss, damage or injury, physical or mental, due to these changes.

1. If modifications due to Force Majeure increase the costs of the trip the Traveler will be informed and will have to agree to cover these extra costs before Food Sovereignty Tours can execute the modifications.
 - a. If these changes are major and occur more than 24 hours before the trip, Food Sovereignty Tours is held responsible to inform the Traveler and to modify the service offer (trip webpage). A major modification is a change in: 1. The number of complete days traveling, 2. The regions of the trip described.
2. If the trip modifications are minor, the Traveler will not require Food Sovereignty Tours to change the service offer (trip webpage). A minor modification is one that does not change: 1. The number of days traveling, 2. The regions of the trip described.
3. Food Sovereignty Tours can, without prior notice and without modification to the service offer (trip webpage), replace certain lodging options (hotels, ecolodges, posadas, B&Bs, etc.) by others of the same/equivalent category and quality.
4. Food Sovereignty Tours can cancel a trip entirely if the number of total travelers signed up is inferior to the service offer (i.e does not meet minimum number of participants to run the tour.).
5. If it appears during the trip that an important part of the services related with the contract cannot be executed, Food Sovereignty Tours must take all necessary measures to offer the Traveler appropriate and offer alternatives with a view to the continuation of the trip.

RESPONSIBILITIES OF THE TRAVELER

1. In consideration of Food Sovereignty Tours' furnishing of services and/or equipment to enable the Traveler to participate in the trip, the Traveler fully understands, acknowledges and agrees that:

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- a. Domestic and international travel, and outdoor recreational activities have risks, dangers and hazards inherent to the participation in these activities; and by participating in these activities, the Traveler hereby assumes all risks and dangers and all responsibility for any losses and/or damages.
 - b. On behalf of him/herself, his/her personal representatives and heirs, the Traveler hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify Food Sovereignty Tours from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of use of any equipment or participation in these activities.
 - c. The Traveler is responsible to act, as would a reasonably prudent person when engaging in recreational activities offered by Food Sovereignty Tours.
 - d. No Traveler may: fail to advise Food Sovereignty Tours of any known health problems or any incident or accident involving personal injury or illnesses experienced during the course of the trip; engage in harmful conduct or willingly or negligently engage in any type of conduct which contributes to or causes injury to any person or personal property; or perform any act which interferes with the safe running and operation of the trip, including failure to follow the instruction of Food Sovereignty Tours with regard to the safety measures and conduct of the participants.
1. The Traveler has the responsibility to inform Food Sovereignty Tours of all sickness/allergies so that Food Sovereignty Tours may act accordingly.
 2. The Traveler has the responsibility to visit a medical travel clinic to receive information and any necessary vaccines.
 3. The Traveler is responsible for all losses incurred by Food Sovereignty Tours directly due to the Traveler's errors (i.e. errors in given information or simply having given false information).
 4. The Traveler will try his/her best to uphold the following **Code of Conduct** and act in a socially responsible way. In the event that the Traveler behaves in a way deemed disrespectful or socially irresponsible –at the sole discretion of Food Sovereignty Tours Representatives - the Traveler understands that he/she will be given two verbal or written warnings and if the behavior continues will be asked to leave the Tour immediately at the Travelers own expense, with no reimbursement of payment.

Food Sovereignty Tours Code of Conduct

- a. I will abide by the laws of the country I am visiting.
- b. I will be respectful of my fellow participants, hosts, host organizations, guides, speakers, translators, and Tour Coordinators.
- c. I understand that I am under the authority of the Food Sovereignty Tours staff and agree to communicate my needs to them, listen to and respect their requests to ensure my safety and wellbeing.
- d. I will not ingest or consume illegal substance of any kind.
- e. I will be responsible for my own personal belongings and not expect others to watch over my items.
- f. I will communicate with the tour facilitator if there is a need to break away and take some down time, or pursue my own needs, and I will not leave the group without notifying the trip facilitator or guide.
- g. I will not use language or speak in a manner that is rude, offensive, or aggressive.
- h. I will not be violent or participate in any violent activity, or transport or purchase any weapons of any kind.

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- i. I will try to be flexible and understand that I am not in my home, and that not everything will go as I may want. For example, a planned meeting may be canceled and something different may be added in its place.
 - j. I will treat the tour facilitators with respect and recognize they are committed to a vibrant, enriching experience for everyone. The facilitator has the whole group to care for and thus cannot cater to every person's individual and divergent desires.
 - k. I will not participate in any type of sex trade in the country visited. I understand that Food Sovereignty Tours has zero tolerance for any participant engaging in the sexual exploitation of women or children.
 - l. I will be aware and respectful in the way photographs and videos are taken. I understand that in some cultures picture-taking can be invasive and the I will seek permission, when possible, to take someone's photo. I will also be aware of how disruptive it can be to constantly take photos during a meeting and/or while someone is speaking. I will ask ahead of time if it is OK to take pictures.
 - m. I am aware that on a Food Sovereignty Tour, I am a representative of Food First, and that the people and places I will visit on this tour are the contacts of Food First. I will not exhibit behavior that would jeopardize Food First's solidarity, trust and/or relationship with the people that I will meet. I agree to act in a manner that is gracious and respectful of the sustainability, sovereignty, and dignity of each person and natural environment I visit while on this tour.
6. Food Sovereignty Tours acts as an agent for the transportation companies, local service providers, hotels and intermediaries required to make the trip happen and will not be held responsible for whatever reason or in any way for their behavior, omissions, errors, or mechanical defects.
 7. Food Sovereignty Tours will ensure that we support the principles of social responsibility and be transparent with our co-sponsors about the expenses of the tour.
 8. Food Sovereignty Tours, when required for Cuba travel, will operate as a consultant and work with legal licensed travel service providers to organize educational travel services or professional research delegations.
 9. Food Sovereignty Tours will be responsible for the processing of applications; confirming the reservations of all flights included in the agreed program costs if applicable; ensure the organization and confirmation of the itinerary; arrange for all accommodations; provide preparatory materials; and provide an experienced trip coordinator to travel with the group either from the point of departure or from the point of entry to the destination country.
 10. Food Sovereignty Tours may, for reasons out of its control, replace some hotels by others, of similar category.
 11. Food Sovereignty Tours may, for reasons out of its control, replace some programmed activities, of similar category.

TRAVEL DOCUMENTS

1. The Traveler must supply Food Sovereignty Tours with all useful information that is asked for (passports, visas, vaccination booklets, insurance information, etc.).
2. Photocopies of all documents required by Food Sovereignty Tours must be supplied 60 days prior to the date required by the airline if applicable.
3. The Traveler agrees to supply Food Sovereignty Tours will all requested practical information.
4. Food Sovereignty Tours will not be held responsible for any Traveler that is refused entrance to boarding a flight or entering a country because of missing documents.

HAVE A QUESTION?

Call us at **510 654 4400 x 223** or
email us at [**foodsovtours@foodfirst.org**](mailto:foodsovtours@foodfirst.org)