



## YOUTH CENTER FOR NORTH AMERICA (YCNA)

### TERMS AND CONDITIONS

The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference constitute a legal agreement (collectively, this "Agreement") and are entered into by and between you ("you", "your", "User") and YCNA-Focolare ("Company" "we" "us", & "our").

This Agreement contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that apply to your access and use of <https://ycna.focolare.us/> (the "Website").

Please read these Terms and Conditions carefully before submitting your online application. By submitting your application, you confirm your acceptance of and agree to be bound by the following YCNA Terms and Conditions of Service.

By making travel bookings on our website or with one of our agents, or otherwise purchasing any travel services offered by YCNA, you warrant that 1) you are at least 18 years of age and have the legal authority to create a binding legal obligation; 2) you accept and agree to all the Terms presented herein; and 3) all information supplied by you for the purposes of that booking is true, accurate, current, and complete to the best of your knowledge.

#### **Special meal requests or diets:**

Special requests are welcomed although we cannot guarantee that your requests will be honored, and some requests or restrictions may be difficult to accommodate in some destinations.

#### **Accommodations:**

Accommodation in some events will be in hotels, arranged according to the package of double/multiple or single occupancy.

Accommodation in other events will be in distinct houses, one for males and one for females.

#### **Personal Risks:**

The participant acknowledges and accepts the responsibilities and risks associated with their choice to participate in YCNA events.

Volunteer work involves a certain degree of risk, inherently dangerous activities and personal perils to the volunteer, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the volunteer. Therefore, YCNA, including any and all of its helpers, host families and independent local teams, is not liable and disclaims all liability, to the maximum extent permitted by law, for any loss or harm the participant or associates may suffer.

**Drug and Alcohol Use:**

The participant must abide by the rules put in place by YCNA with regard to alcohol consumption. Drug use (unless prescribed by a doctor) is strictly prohibited and will result in instant dismissal from the program with no refund.

**Fees, payments, cancellations:**

All pricing is as shown. Payment of the deposit confirms a participant's acceptance to the event which is subject to availability and YCNA's discretion. Deposits are not refundable and are applied toward the cost of your package.

Balance (price minus deposit) is due upon request.

YCNA reserves the right to revise fees at any time and any fee revisions will be made public via the YCNA website.

All payments must be submitted on the due date. If you have not paid in full by your due date, your booking will be subject to a \$50 late fee.

Payment methods (U.S. currency):

Venmo: @YCNA19

Check: made out to YNCA – Focolare. Send an email request for the mailing address. [youthcna@gmail.com](mailto:youthcna@gmail.com).

**Cancellations:**

If you elect to cancel your booking for any reason, you must notify us in writing 1 month prior to the start of event by email. Refunds can be granted minus deposit and registration fees.

Some of our advertised packages require a minimum number of travelers to operate. We reserve the right to cancel or reschedule any departure due to insufficient demand, unsafe conditions, events beyond our control, or any other reason. If we cancel a departure, we will notify you prior to the final payment due date (unless the cancellation is due to an unforeseen situation that arises after that) and offer alternate dates of travel or a full refund. We also reserve the right to cancel a specific booking or remove a specific traveler prior to departure, at our own discretion, and refund all monies paid to YCNA.

We are not responsible for any incidental expenses or consequential losses that you incur as a result of a cancelled booking, including but not limited to loss of earnings, loss of enjoyment, or the cost of any connecting flights, accommodations, airport transportation, visas, document fees, vaccinations, or other services you may purchase that are dependent upon the operation of your trip. Where possible, we recommend that you wait until after your final payment due date to purchase any such services.

**Travel:**

Some packages offer a "tour only" (also called "land only") option without flights to and from the destination. (The package may still include flights within the destination.) If you select this option, you are responsible for arranging your own flights and transportation

to the package starting point. Participants are responsible for ensuring that any necessary travel documents are up to date and valid for travel. Please provide us with your flight details so that our team can track your flights.

**Insurance:**

Travel insurance is mandatory for each participant. The participant is solely responsible for evaluating and determining the type, extent and levels of any insurance coverage they need or desire for their planned travel period. This must cover their entire travel period. Proof of insurance must be submitted at the requested time.

**Itineraries:**

We make every effort to ensure our trips & packages run smoothly and according to the posted itineraries. However, international travel is complex, and we reserve the right to modify our itineraries as we deem necessary to keep everything running comfortably. Please refer to the latest version of your itinerary emailed to you or posted on our website prior to travel. The planned itinerary is representative of the types of accommodations, transport and activities planned, but the actual itinerary, including routes, schedules, amenities, modes of transport, and other items, may still be subject to alteration or substitution without prior notice due to circumstances on the ground or upon recommendation of our partners in destination. In these cases, we will make every effort to ensure the changes result in an equivalent or better experience for our travelers. We will not be held liable for any damages related to these alterations. In rare cases, due to circumstances beyond our control (see Force Majeure below), and for the safety, comfort, and wellbeing of our travelers, it may become necessary to make major changes to our itineraries, including omitting certain destinations or segments of a tour (such as a cruise), or even cancelling a departure entirely. Should this occur, we will inform you as soon as reasonably possible. We will also make every effort to obtain refunds from our suppliers for the unused services, which we will refund to you. However, it may not be possible to obtain refunds from all of our suppliers (especially for ticketed flights), and we cannot guarantee a refund of your entire package price. See our Refund policy.

**Force majeure:**

Certain unexpected circumstances may arise, such as (but not limited to) weather events, pandemics, quarantines, border closures, acts of governments or authorities, wars, hostilities, political uprisings or civil disturbances, riots, strikes, terrorist activities or the threat of terrorist activities, criminal acts committed by third parties, defects of vehicles or breakdown in equipment, or an Act of God, that are beyond anyone's control, which force a cancellation or disruption of services. These circumstances are considered a force majeure. We will not be held responsible or liable in any way for such events, including death, bodily injury, illness, damage, delay, or other losses caused by such events. While we will always strive to assist our travelers wherever they are in the world when such circumstances occur, any losses or costs resulting from these events will be the responsibility of the traveler.

**Third party suppliers:**

YCNA makes arrangements with agencies, hotels and other accommodation providers, coach companies, transfer operators, shore excursion operators, tour and local guides, activity providers, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. We take great care in selecting Third Party Suppliers, but we do not supervise or control these suppliers and cannot be responsible for their acts or omissions.

In the absence of our own negligence, we shall not be responsible for any cancellations, delays, diversions or substitution of equipment; loss or damage to baggage or property; injury, illness, or death; or any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the any act, omission, error or negligence whatsoever by air carriers, rail, coach & ship cruise companies, hotels, transportation companies, other persons providing any of the services and accommodations to travelers, or any other person not our direct employee or under our exclusive control. Air carriers, rail, coach & ship cruise companies are not to be held responsible for any act, omissions, or events during the times that passengers are not aboard their aircraft or conveyances. We are not responsible for any criminal conduct by third parties.

The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some cases, exclude the carrier's liability to travelers. Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, our maximum liability is the maximum which would be payable by the carrier, or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (for example: the Warsaw Convention, the Montreal Convention for international travel by air etc.) in that situation.

**Joining a tour (event):**

If you purchase a package that does not include flights or transfers, you are responsible for making your own way to the package starting point, usually the first hotel listed in the itinerary. We will provide instructions for how and where to meet your tour group, manager, or guide. If for any reason you are unable to make it to the starting point on time, contact us without delay. We will make all reasonable efforts to assist you in making alternate arrangements to join your tour, but you are responsible for any extra costs incurred, and no refunds will be issued for unused services.

**Tour managers:**

You may be accompanied by a professional tour manager who is an authority on the destination and is responsible for the safety and wellbeing of our travelers and for the smooth operation of the tour. The decisions of the tour manager are final on all matters likely to affect the safety or wellbeing of all travelers participating in the trip.

**Age requirements:**

For most of our events, tours & packages, you must be 18 or older to make a booking. Some packages have different requirements; see the package page or contact us for details. Travelers under 18 years at the time of travel are considered minors. Minors must be accompanied by an adult 21 years or older. One adult may accompany up to two minors. Each adult accompanying one or more minors is jointly and individually responsible for the behavior, wellbeing, supervision, and monitoring of such minors. If the consent of a parent, guardian, or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents and documents and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. We will not be responsible for any fees, damages, or losses that may result from failure to secure necessary consents, permits, and approvals.

**Travelers with disabilities or difficulties:**

Travelers requiring any type of special assistance must notify us of their requirements at the time of booking. We will make reasonable attempts to accommodate such special needs and to notify our airline and other partners of these requirements. However, we cannot guarantee that all disabilities or difficulties can be accommodated, especially in foreign countries and remote locales. Our coaches are generally not equipped to handle wheelchairs. Due to the nature of our itineraries, we cannot accept travelers who require service animals. We regret that we cannot provide individual assistance to travelers for walking, dining, entering and exiting motor coaches, ships, and other transportation vehicles, or to assist with other personal needs. Travelers who require such assistance must be accompanied by a qualified companion who is a paid traveler.

Our itineraries often feature sightseeing and other activities which may involve strenuous activities such as hiking moderate distances, walking up steps or over uneven surfaces, ascending to high elevations, or traveling in small boats. In general, travel conditions in some countries may be more difficult than what you are accustomed to. It is the responsibility of all travelers to consider their abilities, consult with appropriate medical personnel, and determine if they are in sufficient physical condition to comfortably undertake the requirements of each itinerary. If you are uncertain, please contact us to discuss.

If during travel, our representatives become concerned that your physical health or mental condition may make it unsafe for you to continue to participate in the planned itinerary, they may ask you to avoid certain activities. In extreme cases, we or our representatives may ask you to leave the tour. In this case, we will make reasonable attempts to transport you to the appropriate airport or other departure point, but otherwise, you will be responsible for all costs incurred. In either case, there will be no refund of unused services. You grant us and our representatives permission to discuss your situation, including your physical health or mental condition, and share any information we deem relevant with any travel companion, family member, medical professional, designated emergency contact, or other person we believe would be

necessary or appropriate to deal with such concerns, at our sole discretion. Also see Emergency Medical Treatment. We recommend you carry travel insurance.

**Acceptance of risk:**

You acknowledge that travel, especially to foreign and remote destinations, may involve some risk to your health and safety. The degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates. There may be a significant degree of personal risk involved in participating in physical and/or high-risk activities (such as ziplining, snorkeling, or hot air balloon rides), carriage by watercraft, or traveling to high altitudes, remote locations, or countries with developing infrastructure. Standards of hygiene, accommodation, and transport in certain destinations we visit are often lower than the standards you may expect in your home country, and there may be a risk of food poisoning, disease, or injury.

By booking with us, you acknowledge that you have considered the potential risks, dangers and challenges, and your own personal capabilities and needs, and you assume responsibility for all such risks. You agree to take all prudent measures in relation to your own safety while traveling, including but not limited to the proper use of safety devices (including seatbelts, harnesses, flotation devices, and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Absent any negligence on our part, YCNA and our representatives will not be held liable for any claims or causes of action arising from any losses, damages, injuries, or death resulting from failure to comply with safety instructions or warnings or the risks inherent in travel and participating in adventurous activities included in our itineraries or otherwise offered by us or our representatives.

**Emergency medical treatment:**

Should any medical emergency arise which precludes your ability to consent to emergency treatment when such authorization is required, we or our representatives will endeavor to communicate with your travel companions or previously designated emergency contact to request permission for any necessary treatment. If our representatives believe, at their sole discretion, that time or circumstances do not permit such communication, you authorize our representatives to consent on your behalf to any medical treatment, including all types of medical examinations, diagnoses, medication, treatment, or physician or hospital care, that is deemed advisable by, and is to be rendered under, the supervision of any physician or surgeon. You agree not to hold us or our representatives responsible for actions relating to any such medical or emergency treatment.

**Personal effects:**

You are responsible for safeguarding your luggage and other personal effects, including any items purchased while on tour, while in your possession. We are not responsible for lost or stolen personal items.

**Local purchases:**

We make every effort to give you an opportunity to browse local markets, shops and stores, time permitting. Some itineraries include scheduled stops at specialty stores or factories where you can view a demonstration of a local craft or purchase merchandise. If you decide to purchase these or any other items while on tour, you are responsible for those purchases. We are not responsible for the quality or authenticity of these items. It is always a good idea to comparison-shop and to thoroughly inspect all merchandise before leaving the store or shop, as most stores will not permit you to return or exchange purchased items. Prices may not include shipping/handling fees or customs charges. We are not responsible for the delivery or receipt of any item you purchase while traveling.

**Local laws:**

During travel, you must always comply with the laws and regulations of all places visited. Committing any illegal act may result in your removal from a tour and put you at risk of fines or punishment by local authorities, for which we cannot be held responsible.

**Passports, Visas & Entry Requirements**

**Passports:** In general, passports are required for all citizens of the U.S. and other countries traveling abroad. Your passport should be valid for at least six months after your date of return (longer for some destinations), or you may be denied entry. Some countries also require a specific number of blank visa pages in your passport.

The names of all travelers must be provided to us exactly as they appear on their passport, including titles such as Jr. or Sr. and any multiple first, middle, or last names, when you complete our registration form. Any errors that are not corrected prior to travel could prevent you from boarding your flights or your entry to some countries and may require the purchase of new airfare.

For some packages, you must send us color copies of each travelers' passport photo/signature page within 5 days of booking or with your final payment, whichever is sooner. If we do not receive this promptly, your booking may be subject to cancellation.

**Travel visas & other documents:**

Travel visas are required for some countries visited on our packages. Some countries also require proof of immunization against certain diseases, and minors (children under age of 18) traveling without parents, with only one parent, or with a parent of a different surname may be required to provide other documents. Please review the requirements. As a courtesy, we will send visa instructions for U.S. passport holders after you book. Any travelers that are not U.S. passport holders are responsible for determining the visa requirements that apply to them.

**Entry & exit fees:**

Some countries, airports, or ports may require the payment of entry or exit fees, border crossing fees, or other taxes or fees upon arrival or departure, which must be paid directly by the traveler and cannot be included in our package prices. You are responsible for payment of these fees. In some cases, these may be paid by credit card,

but others may only be payable in U.S. or local currency. We do our best to inform you of such fees when you book and/or prior to travel, but we are not responsible for omissions or errors.

### **Your Information & Privacy**

**Privacy policy:** When you make a booking, we require certain personal information (see below). When you use our website (<https://www.ycna.focolare.us/>), sign up for our newsletter, request a catalog, or interact with us in other ways, we may collect additional or other information, as described in our Privacy Policy. By using our website, booking travel with us, or submitting any personal information to us, you indicate your acceptance of our Privacy Policy.

### **Required information:**

To make a booking, we require that you supply certain personal information, including the full legal name, gender, birthdate, and passport information for each traveler, as required by law and/or reasonably required to enable us and our suppliers to provide your purchased travel products and services. We also require contact information, including address, phone number, and email address, from the person making the booking. We request a phone number and email address for all other travelers, except for minors and family members who live together at the same address, so that we may reach you and your travel companions in case of last minute itinerary changes or emergencies. For each traveler, we also require the name and contact information of a designated emergency contact person who is not traveling. You are responsible for verifying that any information you provide for yourself and on behalf of other travelers on your booking is complete and accurate. Under no circumstances will we be liable for any errors or omissions in the information you have provided to us, or any fees or damages related to such errors or omissions.

### **Images & marketing:**

While participating in any of our packages, images, photos, or videos may be taken by us, our representatives or contractors, or other participants that may contain or feature you. You consent to any such pictures being taken and grant a perpetual, royalty-free, worldwide, irrevocable license to us, our contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

These Terms represents the entire agreement between travelers and YCNA. There is no additional liability.

We reserve the right to update or alter these Terms at any time. We will post amendments to these Terms on our website at <https://ycna.focolare.us/>, and any amendment will take effect immediately upon posting.