

# — Terms & Conditions —

**Confirming Your Booking:** A completed copy of this Terms & Conditions Contract and signed Credit Card Authorization to guarantee full payment of the trip price is required in order to confirm your reservations. No space will be reserved until we receive your completed contract and credit card guarantee. If any portion of your itinerary is unavailable when space is requested, Elegant Adventures will offer a comparable alternative and advise you of any resulting increase or decrease in price. At that time you will have the option of accepting the alternate arrangements or cancelling your package without penalty.



**Optional Insurance:** It is strongly recommended that all travelers protect themselves and their property against unforeseen circumstances both before and during their trip. For your convenience, Elegant Adventures offers an optional Travel Protection Plan. To purchase this protection from Elegant Adventures, ask your Vacation Specialist to include it in your quotation, check the appropriate box below and add the premium to your 30% trip deposit to commence coverage. The plan becomes effective when you pay your premium. If you do not wish to purchase this insurance, sign the waiver below. Trip cancellation coverage is for medical reasons only; restrictions and exclusions apply. It is the Participant's responsibility to review the full Description of Coverage for details.

**Your Tour Price Includes:** All items as shown in your itinerary, applicable taxes, services of Elegant Adventures and our local representative, and all planning and operational charges. All itineraries are package priced; **no price breakdowns are provided.** Not Included: Any item not specifically stated on your itinerary, discretionary gratuities for local representatives, drivers, tour guides or hotel staff, and airport departure tax. Prices are quoted based on current prices for the hotels and services offered, are subject to availability and to change without notice until final payment has been received. Overhead costs incurred in confirming, processing and prepaying services and in providing on-site representation are reflected in the ultimate price paid by clients for accommodations and travel services. Elegant Adventures will not accept any claims for price disparities between the published accommodation prices and tour package rates once the tour proposal and quotation has been accepted and prepaid by Participants and/or their agent.

**Payments:** A deposit equal to 30% of the trip price is required within **7 days of confirmation.** Additional deposits may be required for some suppliers, to be advised at the time of confirmation. **The balance is due 45 days prior to departure (Belize bookings require payment 60 days prior to departure.)** Bookings made within 45 days of departure will be assessed a non-refundable "Rush Fee" of \$50 and require **immediate full payment.** Travel documents are shipped approximately 21 days from departure. **Holiday Bookings:** (travel between Dec 15th and Jan 10th) A 30% non-refundable deposit is required upon confirmation with the **balance due 120 days prior to departure.** Any additional required supplier deposits will be advised. **Group Bookings:** Deposit and payment requirements vary by supplier and will be advised at the time of confirmation.

**Revisions:** Changes to confirmed reservations, including name substitutions, will be charged a minimum \$25 per person fee per supplier affected by the change, plus any resulting increase in tour price. Once airline tickets have been issued, any change will result in a minimum \$200 per person fee plus any consequential increase in fare. Name changes are subject to hotel and airline acceptance and penalties. Changes that affect space utilization (i.e., date change, hotel change, air routing change, reduction of space, etc.) will be considered a cancellation and are subject to Elegant Adventures' and supplier penalties. **No changes are allowed within 30 days of departure.**

**Cancellations:** Cancellation or reduction of any portion of confirmed bookings received more than 45 days prior to departure will be subject to a \$200 per person fee. Any cancellation or reduction of confirmed reservations received less than 45 days prior to departure will be subject to the following forfeit of cost: 44-30 days, 30%; 29-21 days, 50%; 20-15 days, 75%; 14 days or less, 100%. Any supplier penalties not covered by the above will be added to these penalties. **Holiday Bookings:** A minimum 25% cancellation penalty applies up to 120 days prior to departure plus any additional supplier imposed penalties. No refund will be made for cancellation received less than 120 days prior to departure. **Group Bookings:** Cancellation policies and penalties vary by supplier and will be advised at the time of confirmation. **Purchase of trip cancellation insurance is strongly recommended.**

**Documentation:** All passengers, including children, traveling outside the United States are required to carry a passport, valid for at least six months beyond your travel dates. Passengers denied boarding or entry due to lack of proper documentation will not be entitled to a refund.

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**Refunds:** No refund will be made for no shows or for any unused portion of the itinerary whether voluntary or caused by airline delay, cancellation, or any other occurrence beyond the control of Elegant Adventures. No responsibility can be accepted for expenses incurred due to delay or change in schedule or other causes. No refund or reduction will be made if you change any portion of your itinerary after departure. If you choose to extend your stay beyond the dates confirmed by Elegant Adventures, you will be charged the applicable local rate, not the rates reflected in your itinerary. Any and all claims for refund must be made only to Elegant Adventures, as no agents, representatives, guides or any other persons are authorized to make or promise to alter these official conditions. Any application for refund, if permitted, must be received in writing by Elegant Adventures within 30 days of scheduled return and must be accompanied by all negotiable tour documents and written authorization from the overseas supplier. The Operator offers refunds under this contract with the express understanding that the receipt of that refund by a Participant waives any additional remedies.

**Responsibility:** The liability of Elegant Vacations, Inc. d/b/a Elegant Adventures ("the Operator") and/or their representatives is limited. They act as agents for the Participant in relation to travel and accommodations whether by motor coach, private car, boat, aircraft, or any other mode of transportation and assume no liability for injury, personal injury, property damage, property and other losses, accident, delay or irregularity which may be caused either by reason or defect, through the acts or default of any company or person contracted in conveying passengers or in carrying out the arrangements of the tour, or as direct or indirect acts of God, dangers of the sea, fire, breakdown of machinery or equipment, acts of governments or other authorities de jour or de facto, wars, hostilities, civil disturbances, strikes, riots, theft, pilferage, epidemics, quarantines, medical or custom regulations, or from any other cause beyond the Operator's control. All tour services and accommodations are furnished by independent contractors. The Operator makes no guarantees or warranties, expressed or implied, on any such services. By signing this Contract, Participant acknowledges the potential inherent risks involved in all aspects of travel, and hereby waives and releases the Operator from any responsibility for any act or omission pertaining to such services or for any loss, injury or damage to any person or property arising therefrom or in connection therewith. The sole responsibility and liability of any airline used in the Operator's programs shall be in accordance with and as limited by the contract of carriage in the Participant's ticket, the applicable tariffs, and the provisions of the Warsaw Convention. The Operator and its Suppliers reserve the right to decline to accept or to remove any Participant who, or whose conduct, is reasonably considered by them to be detrimental to the interest of other passengers or guests and shall not be liable for repayment or alternative arrangements should this right be exercised. The Operator reserves the right to substitute any hotel, airline or other service provider for any reason, or to cancel a booking if necessary. The Operator assumes no liability for airline and/or hotel overbookings resulting in inconvenience and/or substitute transportation and/or accommodations being provided, whether of a similar or lesser quality location.

This form may be completed electronically; however, signatures must be handwritten. All fields are required.

## CONTRACT ACCEPTANCE AND CREDIT CARD AUTHORIZATION

Booking #: \_\_\_\_\_ Departure Date: \_\_\_\_\_ Lead Name: \_\_\_\_\_ Booking Total \$ \_\_\_\_\_

I have read, understand and agree to the Terms and Conditions set forth above, and authorize Elegant Adventures to guarantee the Booking Total price to my credit card. I authorize charge of:

Payment:  Applicable Deposit(s) and Balance on date(s) due  Guarantee only; I will pay by check  Other (specify) \_\_\_\_\_

Travel Protection Plan:  I will purchase the Travel Protection Plan (add the Premium to my Deposit)  I decline the Travel Protection Plan

Cardholder: \_\_\_\_\_ Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Card Acct. Billing Address, City, State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_