Explorations by Thor (EBT) Payment Terms and Conditions & Cancellation Policy – Horticulture & Master Gardeners Tour

RESERVATIONS

To confirm a reservation, EBT must receive a $650 non refundable deposit at the time of booking, January 15th, 2017. The first payment is due on March 1st, 2017 ($1,500) and the final payment is due April 1st, 2017 ($1500). If payments are made by credit card, a 3% transaction fee will apply. Your reservation will be automatically cancelled if full payment is not received 30 days prior to arrival in France. If you book your tour within the final payment period, you will be required to pay in full in order to secure your booking. Please review and verify your invoice and Traveler Info Form(TIF) forms thoroughly and contact us immediately if your invoice or TIF appears incorrect, as it may not be possible to make changes later.

If passengers arrive on the 1st day of the tour and the full payment has not been received, EBT WILL NOT guarantee any reservation.

CANCELLATION POLICY

Notification of cancellation must be received in writing. The date a cancellation notice is received by EBT will be considered the valid date of cancellation. There may be a cancellation fee regardless of when you cancel, change names of guests, or change dates based on the cancellation policy of the tour operators. Refunds will not be made to participants who do not complete any portion of the tour for whatever reason, personal or medical, on the day(s) of the tour. Unless otherwise stated, the following policies apply:

*A 75% trip refund (excluding deposit) will be issued if cancellation is received between 90 to 60 days prior to arrival unless there is a charge applied by the providers contracted that exceeds 25% of refund.

*A 50% trip refund (excluding deposit) will be issued if cancellation is received between 59 and 30 days prior to arrival unless there is a charge applied by the providers contracted that exceeds 50% of refund.

*No refund is possible for cancellations received 29 days or less prior to arrival.

*EBT cannot assume responsibility for any additional costs or fees relating to the cancellation of travel arrangements not made through EBT.

CHARGES FOR “NO SHOW”

“No shows” will be charged for a night in their hotel, for the number of rooms reserved, as well as for arrival pick up, according to our list of fees for services.

BAGGAGE

Baggage and fees will be the responsibility of the travelers for the duration of their trip and stay.

PRICES FOR PROGRAMS

These include only what is stated and are subject to change without prior notice.

SPECIAL ASSISTANCE

EBT will attempt to accommodate the special needs of disabled travelers or guests with special dietary needs. However, we are not responsible in the event that hotels and tour providers cannot provide guests with wheelchair ramps, accessible bathrooms or special assistance with walking, dining, etc. A physically able companion must accompany travelers with special needs and must assume full responsibility. The traveler represents that neither he nor she nor anyone traveling with him or her has any physical condition, disability or other condition that would create a hazard to himself or herself or others participating on a tour.

INSURANCE

EBT recommends that travel insurance be obtained to cover against cancellation fees, loss or damage to baggage, costs arising from acts of God, inconveniences during the tours, etc. Personal health insurance papers should be brought along with your ID.
RESPONSIBILITY

EBT acts as an intermediary between travelers and transport business, hotels, etc. EBT declines responsibility for acts or omissions of third parties and other irregularities that may occur during your trip which are beyond our control. In circumstances beyond our control, we reserve the right to make changes as necessary in the itineraries, travel dates, transportation, etc. We reserve the right to cancel or reschedule any tour for any reason such as insufficient demand or if the tour provider is unable to perform the tour due to risk of the safety of guests, e.g. dangerous weather conditions. EBT is not responsible for and will not provide any refund for portions due to cancelled, rescheduled; or any travel delays.

Under these terms, travelers under the age of 18 are required to have the written consent of the parent or guardian whether they are traveling together or not.

Limits on EBT Responsibility

ACTS BEYOND OUR CONTROL OF GOD

EBT is NOT LIABLE for bad weather and other acts of God, fires, power outages, acts of government or other authorities, wars, invasions, strikes, terrorists acts, civil disturbances, riots, thefts, pilferage, epidemics, quarantines, wild animals, dangerous incidents at sea, land, and/or air travel, or any other similar acts or incidents beyond our control. This list is not intended to be exhaustive.

SOME ACTIVITIES MAY BE DANGEROUS

Activities will be available at some of the places you will visit. Some of these activities carry with them the inherent risk of serious personal injury and death. These activities include, but are not limited to: canopy tours, fishing, hiking, scuba diving, horseback riding, interacting with wildlife native to the region, canoeing, kayaking or white water rafting. You should be aware that your personal safety cannot be guaranteed. You are free to participate in such activities while on a tour. However, such participation will be at your own risk and EBT assumes no responsibility for your safety. EBT is not responsible for third party providers and has no control whatsoever over their actions or inactions. EBT is not responsible for third party failure to perform, breach of contract, intentional, negligent, direct, indirect, consequential or punitive damages or any act which results in any loss, injury, delay or damage to you or anyone traveling with you or any personal property.

We reserve the right to modify any of these terms and conditions. Neither EBT, nor any third party providing information, website links, or products, guarantees the accuracy, completeness, of any information, services or content provided on or through EBT.

APPLICABLE LAW AND ARBITRATION NOTICE

Your agreement to use this services provided by EBT and any other contract you enter into with EBT shall be construed, interpreted and governed by the law of the Commonwealth of Kentucky, except that the Federal Arbitration Act shall govern any arbitration issues. The use of our services and any communications and transactions with EBT are transactions involving interstate commerce. Any controversy or claim arising out of or relating to EBT, any communications with EBT, any contract with EBT or the alleged breach thereof, or any services provided by EBT shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered only in a state or federal court located in Lexington, Fayette County, Kentucky, which shall have exclusive jurisdiction to confirm and to enforce any arbitration award. Any arbitration hearing shall take place in Lexington, Fayette County, Kentucky. If allowed by applicable law, EBT shall recover its costs and attorney's fees provided that it prevails in any such proceeding. This Applicable Law and Arbitration Notice provision is incorporated by this reference into all contracts between you and EBT.
PRIVACY POLICY

We periodically review traffic on our site to assist us in improving the overall design and navigation of the site. By using our services, you consent to the collection and use of this information by EBT. We use customary and reasonable security measures to protect all of the contact information that we collect against unapproved access, loss or theft. We will not share your e-mail address or any other personal information you provide us with any other company or individual, except with your prior consent. I hereby authorize EBT to publish photographs taken of me (if any) on this tour (April 26-May 6, 2017) for use in EBT’s print or online marketing materials. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the publication of these photographs.

I agree to complete and return a personal information travel sheet. I have read and accept the terms and conditions set forth above.

Signature of Traveler (Traveler 1): ________________________________ Date: ____________
Please print name: _______________________________________________________

Signature of Traveler (Traveler 2): ________________________________ Date: ____________
Please print name: _______________________________________________________