

## CELTIC HEART TOURS TERMS AND CONDITIONS

**This document outlines what Celtic Heart Tours, LLC, agrees to provide when you sign up for a tour, and what you agree to do in return. This information is very important, please read it carefully.**

The *West Less Traveled* 9-day tour price is \$1,795 per person. This price will not change prior to the May 2012 tours.

### **Included in the price of the tour:**

- ◆ Eight nights accommodations in Irish-owned and operated bed and breakfasts, guesthouses and boutique hotels. A detailed list is included in the Welcome Packet. Celtic Heart Tours reserves the right to substitute accommodations of similar standard when necessary.
- ◆ All transportation during group activities as per itinerary via luxury 16-seat Mercedes Sprinter coach or similar;
- ◆ All breakfasts, one picnic lunch, welcome and farewell dinners;
- ◆ All entrance fees, and admissions, as per itinerary, including boat trip to Skellig Michael. In the event the boat trip must be cancelled due to adverse weather conditions, participants will be refunded boat hire price.
- ◆ Full time Celtic Heart Tours tour manager accompanying tour, Irish driver, local expert guide.

**Tour prices DO NOT INCLUDE:** airfares and airport taxes to Ireland, airport transfers to tour starting and ending points (rideshares will be arranged when possible), travel or health insurance, tips for drivers and guides (optional), personal expenses and charges incurred by activities not listed in the trip itinerary.

Additional expenses incurred as a result of unforeseen incidents such as delay, change of schedules, illness, weather, strikes, hostilities, quarantine, government requisition of hotel space, or any other reasons beyond the control of Celtic Heart Tours, shall be borne by the participant.

We strongly suggest participants purchase individual travel insurance.

**Roommates:** In order to keep tour costs down all participants agree to share a room with a fellow traveler. If you are traveling with someone you will be assigned a room together. If traveling solo you will be matched up with what Celtic Heart Tours deems to be the most appropriate roommate and notify you both of that choice before the tour. In the case of incompatibility, if, after exhausting all avenues of conflict resolution and you still find your roommate to be unacceptable, Celtic Heart Tours onsite manager will reassign roommates to find a better fit. In extreme cases Celtic Heart Tours reserves the right to remove a participant from the tour, with forfeiture of tour payment.

**Baggage:** Tour participants are allowed one carry-on sized bag plus a large handbag or daypack. Tour participants must be physically able to carry their own bags at all times,

including over rough walkways and up several flights of stairs. Baggage is carried at owner's risk and baggage insurance is strongly recommended.

**Health:** Celtic Heart Tours include a lot of walking, stair climbing, hiking, and standing while sightseeing. All tour participants should be prepared to walk at least two miles a day on uneven surfaces, including steps. If you have any concerns regarding your physical ability to participate in the tour, we strongly recommend that you consult your physician before signing up. Any pre-existing physical, mental, or emotional disability that may require attention or treatment must be reported in writing prior to the beginning of a tour. Tour participants who require any form of assistance must be accompanied by a helper who is capable of and totally responsible for providing such assistance. The group's itinerary will not be adjusted for people who are not able to keep up with the rest of the group. All tour participants are required to complete and sign a Medical Release and Waiver Agreement. Celtic Heart Tours reserves the right to decline a participant's registration if they are deemed unfit for the rigors of travel. Their deposit or payment will be refunded if a replacement can be found. The minimum age for tour participants is 21. There is no maximum age, however you must be able to keep up with the pace of the group. NOTE: BECAUSE OF THE SMALL GROUP SIZE SMOKERS CANNOT BE ACCOMMODATED.

**Travel insurance** is not included in the tour price. Celtic Heart Tours strongly recommends obtaining individual travel insurance for the tour.

**Travel documents and visas:** Tour participants are required to have a valid passport. No visa is required for stays of less than three months in Ireland. The tour organizers will not arrange for passports or visas and will not be held liable for any irregularities caused due to improper documentation. Each participant is responsible for determining specific passport and visa requirements in the participant's country of origin and for obtaining the necessary documents prior to departure. Passport must be valid for at least 6 months beyond the anticipated tour date. It is suggested that participants from outside the United States check with the appropriate Consulate regarding their visa requirements.

**Tour itineraries are subject to change:** Due to unexpected circumstances, Celtic Heart Tours reserves the right to cancel, change or substitute an activity or a service. During local or national holidays, certain facilities such as museums, sightseeing tours, and shopping may be limited. Uncompleted portions of the tour itinerary are not cause for refund.

**Waiver of responsibility:** Celtic Heart Tours is making all ground arrangements pertaining to the tours, including, but not limited to, hotel and restaurant reservations, sightseeing and side trips, subject to the condition that the tour organizers will not be held liable to injury, death, delay, theft, damage, or irregularities, however caused. Tour organizers will take no responsibility or liability for:

1. injury, loss, or damage to persons or property, including luggage.
2. additional expenses resulting from changes in exchange rates, tariffs, or schedule.

3. the act or default of any company or person engaged in conveying the tour participants, or in carrying out the arrangements of the tour, or otherwise.
4. additional expenses incurred or due to sudden sickness, weather conditions, strikes, or other causes or acts of God.
5. losses due to cancellations.

**Travel:** Participants are responsible for their own travel arrangements to and from the tour beginning and ending locations. The tours are designed to start and end close to Shannon airport. When feasible ridesharing to and from the airport will be arranged, with cost shared by participants.

**Tour Payments:** To reserve space on a Celtic Heart Tours tour, a deposit of \$500 per person per tour is required at the time of booking. No reservation is considered confirmed until the deposit is received by Celtic Heart Tours. The deposit is part of the final payment which must reach Celtic Heart Tours no later than 60 days prior to the start of the tour. For all deposits and tour payments, we accept payment by PayPal or money order. We cannot accept personal checks, debit or credit cards for any tour payments. Missing the final payment deadline will result in being removed from the tour.

**Cancellations and refunds:** The tour deposits are not refundable, but if you cancel the tour 60 or more days before the beginning of the tour, the entire amount, minus \$50 administrative fee may be applied to another tour starting within the next 12 months. The final tour payments are due 60 days prior to the beginning of the tour and are not refundable. All cancellation requests must be sent in writing to Celtic Heart Tours, LLC, P.O. Box 44, Port Angeles, WA 98362, and will be effective on the date they are received. If a participant can find a suitable replacement for their spot in the group at least 60 days prior to the tour, their funds will be applied to that replacement.

**Tour Cancellation:** Although we do our best to avoid this, it may occasionally become necessary for Celtic Heart Tours to cancel a tour due to insufficient sign-up or any other cause. If a tour is cancelled due to low enrollment, you will be notified at least 45 days in advance. In this case, your entire payment will be refunded to you immediately. Refund of payments made constitutes full settlement, and releases Celtic Heart Tours from any further liability. Celtic Heart Tours is not responsible for any additional expenses incurred by tour members preparing for a cancelled tour, such as nonrefundable airline tickets or passport fees. If a tour is cancelled due to a natural disaster or other event outside our control, we cannot guarantee the 45 days notice, but you will receive a full refund of all payments made.

Celtic Heart Tours strongly encourages all tour participants to purchase travel insurance to cover additional costs (airline tickets, loss of luggage, trip delay or tour cancellation, personal accident, medical evacuation, etc.). Celtic Heart Tours assumes no liability for the safety of any participant while in transit or during the tour. Prior to participating in the travel activities, all participants will be required to sign a Medical Release and Release of Liability for Celtic Heart Tours. Celtic Heart Tours is not responsible or liable

for loss, damage or theft of luggage or personal injury, accidents or illness while on tour nor is Celtic Heart Tours responsible for any type of trip interruption.

**Photographs:** Celtic Heart Tours reserves the right to publish any photographs taken during the tours, including ones featuring tour participants, without obtaining further consent from any participant. Each participant releases Celtic Heart Tours and its representatives from any liability in connection with any such use of such photographs.

**Leaving the tour:** Celtic Heart Tours reserves the right to accept, decline, or retain any person as a participant at the tour at any time without liability and without any obligation to pay a refund or any other amount whatsoever. Celtic Heart Tours takes no responsibility or liability for any participant who leaves the tour prior to its conclusion or for any activity undertaken by any participant that is not included on the tour itinerary. There will be no discounts or refunds for any tour participant who temporarily leaves the tour and then returns to the tour later.

**Zero drug tolerance:** Celtic Heart Tours reserves the right to immediately dismiss from the tour any participant who is found to be in the possession of or using illegal drugs and authorities will be notified.

*Payment of deposit or full payment shall be deemed as consent by Celtic Heart Tours to the above Terms and Conditions.*

**PERSONAL RESPONSIBILITY:** I am entirely responsible for my own personal safety, health, and mental, physical, emotional, and general well-being during and after the Tour. I release Celtic Heart Tours, LLC and its representatives and any of their employees, assistants, and affiliates of any liability for any injuries or damages mentally or physically I or any of my family members might incur during or after the tour. I understand that no health insurance or travel insurance will be provided by Celtic Heart Tours, and, if I wish to be insured, I must do this myself.

**I have read, understood, and fully agree to the foregoing TERMS AND CONDITIONS. I release Celtic Heart Tours, LLC and its representatives from all responsibility and liability.**

---

Print name

---

Signed

---

Date