



## **Terms and Conditions**

**Mindful Journeys Travel For The Soul LLC (“MJT”), requires that all persons or companies making a reservation with MJT (“Clients”) adhere to, and agree to be bound by, the following terms and conditions (“Booking Conditions”).**

### **1. Reservations**

- 1.1 Prior to receipt of full customized itinerary the Client will pay the initial \$500.00 USD planning fee, upon which reservations and holds will be converted to bookings.
- 1.2 All reservations will lapse if the Client does not pay the planning fee and deposit or the final tour cost by the due date for the relevant payment.
- 1.3 A binding tour contract will be formed when MJT notifies the Client that it has converted a reservation to a booking under clause 1.1 above.
- 1.4 MJT reserves the right to withdraw, change, cancel or reallocate the tour components, the tour cost, and the departure date at its sole and complete discretion at any time before the booking is confirmed.

### **2. Cancellations and Refunds**

2.1 The Client must notify MJT in writing at 1056 Whitehall Drive, Northbrook, IL 60062 if they wish to cancel any booking. Cancellations are subject to the Client paying the relevant cancellation fee set out below and any cancellation will only be effective upon written acknowledgment by MJT.

#### 2.2 Cancellation Fees:

- (a) if a cancellation is received more than 90days prior to the departure date, MJT will retain or charge a cancellation fee equal to the full deposit as the cancellation fee.
- (b) if a cancellation is received between 46 days and 90days prior to the departure date, MJT will deduct or charge 50% of the tour cost as the cancellation fee.
- (c) if a cancellation is received less than 46 days prior to the departure date, MJT will deduct or charge 100% of the tour cost as the cancellation fee.

In addition, the Client will be required to pay any cancellation fees imposed by Suppliers on MJT, which are not covered by the cancellation fees detailed in this clause.

#### 2.3 No refunds can or will be given in connection with:

- (a) any changes to the tour booking requested by the Client after departure;
- (b) the Client’s failure to appear for the tour, or any component part of the tour, or the Client leaving the tour after its commencement; or

(c) the Client being excluded from the tour, or any component part of the tour, in accordance with these Booking Terms or the terms of the tour or Supplier.

### **3. Suppliers and Baggage**

3.1 Suppliers means service providers engaged by MJT to provide specific components and services of a tour.

3.2 The Client acknowledges that the Suppliers are independent contractors and are not the agents, employees or under the direct control of MJT.

3.3 MJT does not warrant the performance of any Supplier, and the Client releases MJT from liability for any loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client which arises from any act or omission of a Supplier or failure by a Supplier to meet the Client's expectations.

3.4 Suppliers provide services in connection with the tour pursuant to their own terms and conditions, which the Client must comply with.

3.5 Baggage is the responsibility of the Client. Restrictions may apply as to the weight, number of items and nature of the baggage for air travel. The Client must comply with such restrictions. Lost, damaged or delayed baggage is subject to the terms and conditions of carriage of the relevant carrier. MJT is not responsible for, and the Client releases MJT from, any liability for any lost, damaged or delayed baggage.

3.6 MJT reserves the right to withdraw, change, cancel or reallocate the tour components, the tour cost, and the departure date at its discretion at any time before the booking is confirmed.

### **4. Medical Conditions**

4.1 It is the Client's sole responsibility to take all appropriate medical advice prior to departures as to whether the Client is fit enough to travel and undertake the tour and as to the vaccines, medications and other precautions appropriate to the tour.

4.2 The Client acknowledges that medical services and facilities may not be readily available during the tour, and that no medically qualified personnel will accompany the tour. Clients requiring any form or special assistance should be accompanied by a qualified companion who is fully responsible for the Clients.

4.3 Clients must inform MJT prior to commencement of the tour of any medical conditions, which may affect the Client's ability to participate in the tour.

4.4 Client acknowledges and agrees that MJT and its Suppliers may in their sole discretion exclude the client from the tour or activity if MJT or a Supplier considers that the Client is unable to safely participate in the tour or activity as a result of a medical condition or otherwise.

### **5. Travel Documents & Vaccinations**

5.1 It is the Client's responsibility to ensure that all passports, visas, travel permits, health certificates, or other documentation required for the tour are obtained, and are in complete order, and that all required vaccinations have been obtained. It is the Client's responsibility to meet any additional costs incurred either by the Client or by MJT on the Client's behalf, as a result of any failure to comply with these requirements. It is recommended that Clients check with the US Department of State website for the latest passport and visa requirements. See: <https://travel.state.gov/content/travel.html>.

### **6. Liability, Risk, Responsibility and Limitation**

6.1 The Client acknowledges that there are inherent risks involved in participating in the tour, including exposure to diseases, close contact with native fauna and flora and exposure to the harshness of the wilderness. By making a booking, the Client accepts all risks associated with the tour.

6.2 The Client hereby releases MJT and its respective employees and agents from all actions, proceedings, claims and demands that the Client may otherwise have now or in the future against MJT, as a result of or in connection with, whether directly or indirectly the Client's participation in the tour (except where the MJT has breached these Booking Terms).

6.3 The Client will be responsible for any loss or damage arising from their acts or omissions.

6.4 MJT does not make any express or implied warranties in relation to the tour, and MJT hereby excludes all implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void ("Non-Excludable Condition").

6.5 MJT's liability for breach of any Non-Excludable Condition is limited, at MJT's option, to supplying the relevant services again, or paying the cost of having the services supplied again.

6.6 MJT will not be liable for any loss of enjoyment, profits, expectations, financial loss, damage, cost or expense (including without limitation any property damage or personal injury) suffered by the Client resulting from adverse weather conditions or other circumstances outside MJT's Influence or control.

6.7 MJT will not be liable for any special, indirect or consequential losses or damages, regardless of the circumstances.

6.8 In no event will MJT's liability to the client under these Booking Conditions exceed the total price paid by the Client for the tour booked by MJT.

## **7. Insurance**

7.1 MJT strongly recommends that Clients have comprehensive travel insurance. Insurance should cover, but not be limited to, cancellation fees and loss of deposit, damage to and loss of baggage and money, medical and hospitalization expenses, repatriation or curtailment of expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability. Clients should obtain exclusion waivers where appropriate for adventure activities, excluded in travel insurance policies. Clients shall carefully read any travel insurance policies.

7.2 It is the Client's sole responsibility to obtain the appropriate insurance coverage as set out in clause 7.1 of these Booking Conditions.

7.3 In cases which require the Client to submit insurance claims, MJT assumes no responsibility in assisting with this process, and the Client understands it is their sole responsibility to communicate with the insurance company. MJT is not an insurance company nor an insurance agent. Any questions about what travel insurance does or does not cover should be addressed directly with the issuer of the travel insurance policy.

## **8. Prices, Payment, Surcharges**

8.1 MJT will use all commercially reasonable efforts to maintain the tour cost as quoted at the time of the tour booking. However, MJT reserves the right to "pass on" as a surcharge any cost increases due to circumstances outside its control, such as Suppliers increasing their costs. MJT will endeavor to notify Clients promptly as soon as it is aware of any likely surcharge. However, MJT reserves the right to invoice a surcharge without notice. If the surcharge is not paid within the time stipulated on the invoice, MJT will construe such non-payment as an act of cancellation on the Client's part and the provisions of the clause 4.2 will apply.

8.2 All prices are quoted in US dollars unless otherwise specifically indicated, and payments must be made in the currency quoted. Prices are based on the noted then current rates of exchange, tariffs and taxes in effect at the time of booking. MJT reserves the right to increase prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published and to reflect fluctuations in foreign exchange markets. MJT reserves the right to adjust prices quoted in currencies other than US dollars, to reflect fluctuations in foreign exchange rates or tariff markets.

## **9. Taxes**

9.1 It is the Client's responsibility to ensure payment of all taxes including departure tax from countries where it pertains.

## **10. Special Needs and Requests**

10.1 Clients must inform MJT in writing prior to booking confirmation of any special needs or requirements which, if not met, may adversely affect the enjoyment of their intended journey. MJT will not be held liable for any losses, including those for enjoyment resulting from failure to disclose information pertaining to the individual special needs or requirements of Clients.

10.2 Clients must advise MJT in writing of any special requests, such as diet or facility, when the reservation is made. MJT will, if commercially reasonably possible and available, arrange for the request to be fulfilled.

10.3 Any additional costs incurred by MJT or its suppliers, agents, contractors and service providers in accommodating the special needs and requests of client may be charged to the Client. MJT will inform the client of any such changes prior to making the necessary arrangements.

## **11. Flexibility and Unused Services**

11.1 Clients acknowledge that the nature of the travel services provided requires flexibility and acknowledge that you will permit reasonable alterations to products, services or itineraries by MJT or its Suppliers. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of MJT (including but not limited to a Force Majeure Event, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of MJT, including your removal from a tour because of Clients' negligence or breach of these Booking Terms.

## **12. Force Majeure**

12.1 A "Force Majeure Event" means any circumstances beyond the reasonable control of MJT (including, without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, hostilities, sabotage, terrorism, insurrection, piracy, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions, alteration or cancellation of scheduled air services or other untoward occurrences). If MJT or its Suppliers or local agents are affected by a Force Majeure Event, MJT shall use its commercially reasonable efforts to notify the Client as soon as reasonably practicable of the nature and extent thereof.

12.2 MJT shall not be deemed to be in breach of these Booking conditions or otherwise be liable to the client or any other person, by reason of delay in performance or non-performance, of any of its obligations in these Booking Conditions to the extent that any such delay or non-performance is due to a Force Majeure Event.

12.3 If MJT or its Suppliers are affected by a Force Majeure Event MJT will be entitled to, and may in MJT's sole and absolute discretion, vary or cancel the tour, or any component part of the tour. Payment of any refund by

MJT to the client as a result of the non-performance of any of MJT's obligations due to a Force Majeure Event will remain at its sole and absolute discretion, although MJT will use its reasonable endeavors to reimburse the Client where possible. However, MJT will be entitled to deduct from any refund, the reasonable actual and potential costs to MJT of the Force Majeure Event.

12.4 In relation to a Force Majeure Event involving civil unrest, war, hostilities or terrorism, once MJT has investigated the prevailing situation as it deems fit, it will remain in MJT's sole and absolute discretion whether to proceed with the tour. The Client may in such circumstances cancel the tour. However, if after having made all reasonable and proper enquiries, MJT is of the opinion that the tour may proceed, but the Client does not wish to proceed, no refund will be payable to the Client and the provisions of the clause 4.2 will apply. Or the client may also pursue a claim under travel insurance if any.

### **13. Complaints/Dispute Resolution**

13.1 Clients who have any cause for complaint while travelling must immediately notify MJT and the relevant Supplier, where possible in writing, to give MJT the opportunity to remedy the complaint.

13.2 MJT will not accept any responsibility for complaints received more than 14 days after the occurrence of an event leading to the complaint.

13.3 Both MJT and the Client agree to use alternative dispute resolution procedures, including mediation or arbitration to resolve disputes prior to resorting to legal proceedings.

### **14. Compliance with Operator Instructions**

14.1 The Client must comply with the reasonable instructions of MJT and/or its Suppliers.

14.2 Without in any way limiting its rights under other clauses of these Booking Terms, MJT may in its absolute discretion exclude a Client from the tour, or any component part of the tour, in the event that:

- (a) the Client fails to comply with the reasonable instructions of MJT or its Suppliers, including any tour terms and conditions;
- (b) the Client makes themselves objectionable to other tour participants or otherwise interferes with other clients' enjoyment of the tour; or
- (c) the Client jeopardizes the safety of other clients, engages in illegal or undesirable behavior or otherwise becomes a hazard to themselves or other clients.

### **15. Release, Indemnification and Covenant Not to Sue**

15.1 To the fullest extent permitted by law, you, an adult traveler, or as parent or legal guardian of the minor, for yourself, the minor, your heirs, legal and personal representatives, next of kin, including your spouse, successors and assigns, (individually and collectively, "Releasers"), expressly RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE MJT, its owners, members, managers, officers, employees, affiliates, directors, representatives, volunteers, guides, local operators and suppliers, successors and assigns (individually and together, "Released Parties") from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which you or the minor now have or may later have against the Released Parties arising out of, relating to, or in connection with the services provided hereunder and the tour arranged through or provided by MJT whether arising from the Released Parties' negligence or otherwise.

15.2 In addition, you agree to fully indemnify and hold harmless each Released Party from any and all claims,

actions, suits and demands (including all reasonable attorney's fees and costs incurred by the Released Party) initiated by a third party and arising from, attributable to or related to your or the minor's negligent or intentional actions or inactions, whether arising from the Released Parties' negligence or otherwise, occurring during the trip.

**16. Privacy**

16.1 MJT requires certain information about the Client to provide the tour and other services. Without this information, MJT will not be able to accept the Client's booking for a tour.

16.2 MJT may disclose the Client's personal information to its Suppliers solely for the purpose of providing MJT's services. The Client's information may also be disclosed to related companies of MJT, and to agents, contractors and service providers who act on behalf of MJT or who provide goods or services to MJT.

16.3 Before providing MJT with details about another individual, the Client must ensure that the individual is aware of:

(a) the proposed disclosure of their information to MJT and the purposes for which the information is collected and used by MJT; and

(b) any rights the individual may have to request access to the personal information MJT holds about them or request deletion of personal information.

**17. Personal Information**

17.1 MJT believes that it has commercially reasonable safeguards in place to protect personal information but no assurance can be provided that such information will not be stolen, hacked, inadvertently disclose or provided to third parties.

By providing my signature, I understand and acknowledge this binding Client Contract.

**CLIENT SIGNATURE:**

\_\_\_\_\_ Date: \_\_\_\_\_