

## TERMS AND CONDITIONS

### PLEASE READ CAREFULLY

The purchase of any travel services offered by Stephanie Phelps of White Horse Journeys, LLC and Lia Scallon of Sounds of Sirius (hereafter; 'WHJ' and 'SOS'), constitutes a contractual agreement between you and WHJ & SOS and represents your acceptance of the WHJ & SOS Terms and Conditions before booking your tour/retreat.

Yourself, the client, travelers in your party, hereinafter, traveller(s) undertake WHJ & SOS tours, retreats and programs, entirely at their own risk.

No revisions of the printed itinerary or its included features are anticipated, however, the right is reserved to make changes that might become necessary, with or without notice.

### DEPOSIT/PAYMENT

Payment/receipt of deposit(s) acknowledges that each traveller understands and accepts these Terms and Conditions.

A non-refundable trip deposit of \$500 per traveler is required for WHJ & SOS to secure your reservation. Final payment for 'Mystical Ireland' is due on July 14th 2018. Accepted forms of payment include: credit card, bank wire transfer, bank draft, cashier's check, money order or cheque (if drawn on a U.S. bank.) Reservations are considered confirmed only when WHJ or SOS has received payment and you have received a confirmation receipt. If WHJ or SOS does not receive payment by the final payment due date, reservations will be cancelled, and any applicable refunds will be issued according to WHJ & SOS cancellation policy. In the event of a cancellation, WHJ & SOS is not accountable for cancelled land and/or air reservations. Final payment by check may not be made within 60 days of trip departure.

Credit card payment: WHJ & SOS accepts American Express, MasterCard, Visa and Discover. The currency of payment for Mystical Ireland 2018 is USD\$.

Cancellations due to state travel advisories and/or state travel warnings, Acts of War, War, Terrorism, Acts of God, Natural Disaster or any other circumstance outside the control of WHJ & SOS. Cancellation for any of these reasons will not be eligible for any form of refund.

### CANCELLATION POLICY

All cancellation requests must be submitted in writing and received by WHJ & SOS according to the below schedule.

All cancellation requests received at least 120 days prior to the departure date will receive a deposit refund as described below. In the event of a cancellation, applicable refunds will be determined according to the following schedule.

1 Cancellation requests received at least 120 days prior to the departure date will warrant a full refund of the total cost of the trip, plus any additional monies paid, **less** the \$500 Non-Refundable deposit.

2 Cancellation request notices received between 60 to 120 days prior to the departure date will warrant a 50% refund of the total cost of the trip, **less** the \$500 Non-Refundable deposit.

3 Cancellation notices received 60 days or less prior to the departure date are not eligible for any refund. (Hotels, Guides, Coach Co etc require full payment at least two months in advance of arrival).

4 Cancellations made by WHJ & SOS will warrant a full refund.

5 The currency of payment for Mystical Ireland 2018 is USD\$. Any and all refunds will therefore be issued in the currency of purchase, USD\$.

Please note: Tours can be cancelled due to low enrollment numbers, and WHJ & SOS accepts no liability for any additional cancellation fees imposed by domestic or international airlines.

Neither White Horse Journeys, LLC, or Sounds of Sirius, nor any of its associates, agents, officers, employees or consultants shall be financially responsible for refunds in the event of cancellation of all or part of any tour due to acts of nature, governmental actions, travel advisories or warnings, civil unrest or hostilities, or acts of terrorism, or for the default of any Tour Operator or Travel Supplier, or for any reason beyond the control of White Horse Journeys, LLC & Sounds of Sirius. White Horse Journeys, LLC & Sounds of Sirius, is not responsible for any refunds should a presenter/speaker advertised as attending/speaking or leading a tour cancel for any reason whatsoever. White Horse Journeys, LLC & Sounds of Sirius, is not responsible for any physical, mental, emotional, or other reaction, trauma, or ailment during the trip or occurring afterwards.

#### **TRAVEL INSURANCE:**

Because there are no exceptions to the above cancellation terms, **we strongly recommend travel insurance protection**. Due to the many unforeseen variables associated with travel, including health, family emergencies, inclement weather, political unrest, airline cancellations, etc., we urge all travelers to purchase travel insurance. WHJ & SOS feel it is imperative that all participants have insurance to cover all travel and tour cancellation eventualities, as well as adequate Health insurance to cover any medical emergencies whilst abroad.

#### **TOUR COSTS**

Tour prices are calculated according to current transportation fares, taxes and fees, currency values, and a minimum number of travellers. Although WHJ & SOS will try to ensure that these prices remain as advertised, if the USD\$/Euro exchange rate or gasoline goes up over 5% from January 21st 2018 rates, we may need to add a surcharge. The right is reserved to substitute hotels or alter itineraries. WHJ & SOS shall have the right to cancel any travel program prior to departure, or to increase prices where the costs shall rise. WHJ & SOS will notify all registered travellers of any surcharge at least 30 days prior to the departure date. Cancellation fees are still applicable.

#### **VISAS AND PASSPORTS**

All travellers are solely responsible for obtaining and purchasing any visas and documents required for entry and departure to and from destination countries and transit countries, and for satisfying all medical and other requirements specified by the laws of each country. WHJ & SOS accepts no liability and will give no refunds for any passenger denied admission onto any form of transportation or into any country as a result of the passenger not having proper documentation. Visa requirements are trip-specific; it is each traveller's duty to be aware of and comply with these varying requirements. All international tours/retreats will require a passport. The timeline for securing visas and passports varies and can exceed 3 months, so please be prepared well in advance of your intended departure date.

Please note: All passports must be valid for at least 6 months after the trip departure date.

#### **BAGGAGE ASSISTANCE**

Luggage assistance at some hotels is not included in the tour cost. Luggage assistance is not included at airports and train terminals, so please be prepared to carry your own suitcases at these times.

#### **GRATUITIES**

Gratuities are included for services during the land portion of your tour. This includes wait staff at included meals, and housekeeping staff at hotels. It does not include tips for our Bus driver or any expert local guides in attendance, to whom gratuities are discretionary.

## **ACCOMMODATIONS**

Pricing is based on double occupancy (twin-bedded or matrimonial double rooms) with private bath or shower as indicated. You are assigned accommodations as the guest of the facility selected. The tour operator reserves the right to substitute hotels of similar category.

## **MEALS**

Meals will be provided as per the final trip itinerary. Any foods or beverages not included in the program and purchased by you will be at your own additional cost. Tour price includes only foods and beverages that are provided to the entire group.

## **SITE FEES**

As specified in the itinerary, entrance fees to sites visited are included.

## **LAND TRANSPORTATION**

As specified, by modern air-conditioned buses, mini-buses, jeeps or other forms of land transportation.

## **AIR**

You are responsible to book your own airfare to and from Dublin, Ireland.

## **MISCELLANEOUS ITEMS NOT INCLUDED**

Items of a personal nature such as laundry, drinks and telephone calls, meals not included in the itinerary, visa and passport fees (where required), as well as any item that is not specifically detailed in the trip itinerary. Local Airport Departure Taxes are not included.

## **SAFETY**

Please be aware that during the course of any WHJ and SOS tour/retreat, there may be conditions outside of our control. While WHJ & SOS will make every effort to ensure the safety and security of its travellers, WHJ & SOS is not responsible for any physical, psychological, emotional or other impact experienced during or after the tour.

Additionally, WHJ & SOS is not responsible for any injury, illness, death, loss or damage of person or personal property, caused by any means whatsoever.

## **SPECIAL ASSISTANCE**

Some locations involve extended periods of sitting, standing, or walking, occasionally on unpaved surfaces. WHJ & SOS cannot be held accountable for any activities missed as a result of individual physical limitations.

## **ROOMMATES**

We will be happy to try to find a suitable roommate for those who are traveling alone and would like to share a room. Registration for the tour will be held open until 30 days before the departure date in order to try to match everyone with a roommate. If by that date we have not been able to match you with a suitable roommate, you will be responsible to pay for the single supplement. An early registration will facilitate this process as roommates are assigned on a first come, first served basis.

## **RIGHT TO REMOVE**

WHJ & SOS reserves the right to withdraw any traveller and/or travellers within their party from its tour program should the authorities, WHJ & SOS or its representatives, prior to or during a tour, deem the traveler(s) unsuitable.

It is the responsibility of the traveller(s) to declare any known medical conditions, including illness or disability, at the time of booking or before the final payment is made. If it is found that a traveller has an undeclared or understated medical condition, the traveller may be removed from the tour/retreat. In the event that a traveller becomes ill or injured, WHJ & SOS may, at its discretion, make any arrangements it sees fit. WHJ & SOS

strongly recommends that all travellers hold appropriate travel insurance in the event any medical issues arise while on a WHJ & SOS tour/retreat.

WHJ & SOS is not liable for the refund of any monies paid should a traveller and/or travellers in their party be ordered to leave for any reason, and WHJ & SOS is not responsible for any expenses that arise from the expulsion of a traveller and/or travelers in their party. WHJ & SOS shall have the right to decline to accept or to retain any person as a travel program member should such travel program member's health, mental condition, physical infirmity or general behavior impede the operation of the travel program or the rights, welfare, or enjoyment of other travel program members. Travellers who undertake WHJ & SOS tours/retreats do so entirely at their own risk and expense. WHJ & SOS reserves the right to decline business with anyone for any reason.

### **ERRORS AND OMISSIONS**

In the event that any part(s) of these Terms and Conditions are found to be invalid, then those part(s) do not negate the validity or enforceability of the other parts therein.

### **RESPONSIBILITY CLAUSE**

WHJ & SOS acts as a tour/retreat operator. The suppliers providing transportation, sightseeing arrangements and hotel accommodations for the tour program are independent contractors and are not agents or employees of WHJ & SOS. All coupons, receipts and tickets issued are subject to the terms and conditions specified by suppliers. By utilizing the service of the suppliers, you agree that WHJ & SOS will not be liable for any change in schedule, strikes, delay, acts of governments, fires, riots, theft, pilferage, epidemics, quarantine, medical or customs regulations, accident, loss, injury, or damage to you or to those traveling with you in connection with any accommodations, transportation or any other services or resulting directly or indirectly from any occurrence or conditions beyond its control, including defects in vehicles, breakdown in equipment, thefts, delay or cancellation of or changes in itinerary for any act, omission, or event during the time you are on board the aircraft.

Neither Mystical Ireland and/or agents of the airlines concerned are to be held responsible for the late arrival of passengers at airports or resorts due to inclement weather, nor are they to be held liable for payment or any refund for unused hotel accommodations or meals occasioned by such late arrivals at the hotels holding rooms as confirmed itineraries.

By acceptance of the terms herein the attendee agrees that Mystical Ireland Tour/Retreat Operators, Stephanie Phelps WHJ & and Lia Scallon SOS, and any guides/ presenters/ ground operators, shall not be, nor become, liable or responsible for any delays, departures, or arrival, loss, death, damage or injury to person or property or accident, mechanical defect, failure or negligence of any nature howsoever caused in connection with accommodations, transportation, or other services, or for any additional expenses, occasioned thereby.

**By signing up for the Mystical Ireland Tour/Retreat, I agree that I have read and agree to the Terms and Conditions of the 'Mystical Ireland – Journey of Love 2018' Agreement as specified herein.**