

Terms and Conditions

Contract/ Payment and acceptance of bookings

All persons wishing to book a tour/workshop with Explore Guatemala, L.L.C. must sign and submit a Registration Form along with an initial deposit of \$500. The company will send confirmation of receipt to the client as soon as is possible. The balance of payment is due 120 days prior to departure date. If full payment has not been received on time, the company has the right to treat the booking as cancelled. **If booking is made 120 days or less before trip departure, full amount payment is due at the time of booking.** The person identified on the Registration Form is hereafter "the client". Explore Guatemala, L.L.C. (including Anita Rogers, John Korte, all other agents, associates, employees) is "the company". No person has any authority, on behalf of the company, to change these conditions. The services to be provided are outlined in the itinerary of the trip booked by the client.

Cancellation by the client – Refund policy

Written notice must be sent to the company if the client must cancel the trip. The date the company receives the letter is the cancellation date for determining any applicable refund, expressed hereinafter as a percentage of the total trip price, including any add-ons or extras. Cancellation made 45 days or more before departure: the deposit is lost. Cancellation 45–15 days before departure: 50% of the trip price is lost. Cancellation 15 days or less before departure: 100% of the trip price is lost. A client may make a change or transfer from one tour/workshop to another if the client is prevented from travel due to serious illness, or the death or serious illness of an immediate family member. Written proof and reasonable notice of the reason must be given. The client may then, in writing, transfer the booking to another person or chose a tour/workshop offered in lieu by the company (any charges incurred in doing so are the responsibility of the client plus a \$200 Administrative Fee). All clients are strongly advised to take out trip cancellation insurance at the time of booking to cover cancellation charges in certain circumstances (such insurance does not cover a change of one's mind). Clients whose roommate cancels for any reason must pay the single supplement charge for their room if a new roommate cannot be acquired prior to the departure date.

Cancellation by the company

The company reserves the right to cancel a trip for any reason, but will not cancel a trip less than 45 days prior to a scheduled departure except for unusual or unforeseen circumstances outside the company's control (in which case the client will be informed). When a trip is canceled, the client may choose a full refund of all monies paid to the company, or have their monies transferred to any alternative tour/workshop offered by the company. In no case is the company responsible for any airline or insurance costs the client may have incurred. In the event an instructor has to cancel due to illness or death, the company reserves the right to substitute instructors.

Changes in the itinerary

Traveling in a foreign country requires flexibility. The itinerary given for each workshop/tour must be considered the objective and not a contractual obligation. The company reserves the right to make changes in the itinerary when deemed necessary, or to take advantage of opportunities that may arise. The company is not responsible for circumstances beyond its control including, but not limited to, events such as bad weather, strikes, revolts, wars, natural disasters, closures of airports or Hotels, delays of flights or other scheduled transportation, or other unpredictable or unforeseen situations. Any client changes or deviations from the itinerary are separate and in addition to, not part of the itinerary, and will be billed accordingly.

Insurance

The client is responsible for obtaining sufficient personal travel insurance and/or is willing to accept full personal responsibility for any claims beyond the limits of the insurance or in lieu of insurance. The insurance applied for should cover personal accident, emergency medical expenses, emergency air evacuation, trip cancellation, lost baggage and any other expense which might be a result of loss, injury, damage or inconvenience occurring to the client.

Documentation

It is the client's responsibility to have a valid passport (with six months remaining) and any necessary visa, permits, or certificates required for the tour/workshop.

Prices and surcharges (including Roommates)

If the client requests a roommate, the company will assist the client by putting them in contact with other registrants in the group who are seeking roommates. However, it is not the responsibility of the company to secure a roommate for each client requesting one. At the time of "Balance Due" billing, if a roommate is not available, the client will owe the single supplement charge in addition to the basic trip cost which is based on double occupancy.

The company reserves the right to impose surcharges up to 45 days before departure due to unfavorable changes in exchange rates, airfares or other transportation costs, taxes, vendor rate increases, or if the government should require it to do so. The client will be responsible for any and all surcharges as notified by the company. If any surcharge results in an increase of more than 10% of the original price, the client may cancel the booking in writing within 15 days of the surcharge notification and receive a full refund.

The price of the tour/workshop does not include personal activities unless specified in the itinerary, nor any other items of a personal nature such as, but not limited to, passport fees, laundry, meals not included in the itinerary, room service, telephone calls, airport baggage tips, any alcohol or beverages except when on the itinerary.

Release and Assumption of Risk

The nature of the tours/workshops offered by the company are adventurous and can be strenuous and personal risk may be involved. Due to political and cultural differences, as well as tougher physical conditions, travel to the areas toured presents personal risks different than those encountered in our daily lives. The client is aware of this and is responsible for informing themselves of the risks involved and for making their travel plans accordingly. The client may be subject to dangers and hazards, which could result in illness, injury, or death. The company is not responsible for any injuries, inconveniences, illness, death, irregularities, or incidental damages occasioned by any tour/workshop. The client is hereby made aware that medical services or medical facilities may not be readily available or accessible during some or all of the time in which the client is participating in the tour/workshop.

The client hereby fully assumes all risk of illness, injury, or death, and hereby releases and discharges the company for damages incurred as a consequence of any participation in the tour/workshop and caused by the negligence of, or other acts of or by the company. The client agrees that the foregoing release and assumption of risk shall be binding upon the client personally, as well as the client's heirs, executors and administrators, and for all members of the client's family, including any minors accompanied by the client.

By signing the Registration Request Form, the client acknowledges that she/he has carefully read the Terms and Conditions and fully agrees to all set forth herein.

(Rev. 11/08)