

## **Secret Garden Tea Tour Contract – Ireland Castles and Tea**

### **General**

Upon full payment of the tour price by the participant, Heartstone LLC, dba The Secret Garden and Secret Garden Tea Tours, 1711 Elm Street E, Sumner, WA 98390, Ph: 253-826-4479, hereinafter referred to as The Secret Garden, agrees to secure the services specified on our website, subject to the terms, conditions, and limitations contained in this contract. The participant agrees that if there are any corrections or changes, the correct information will prevail.

**Included in the tour package are:** lodging, group transportation, group tour entries, breakfast, afternoon tea (or similar), welcome dinner.

**Not Included are:** lunch or snacks, dinners, beverages (except tea or coffee with breakfast and afternoon tea or when expressly specified), travel insurance, optional excursions (transportation and entry fees), passports, visas, inoculations, postage, phone calls, any items of a personal nature, or any other items or services the inclusion of which has not been expressly specified on our website.

Also not included are any fees associated with (or 'in connection with') air transportation, including but not limited to seat assignment fees and baggage fees.

### **Itinerary Changes:**

The Secret Garden strives to coordinate a pleasurable and memorable trip for all of its customers, but all aspects of the tour, including but not limited to travel, food service, accommodations and actual tour operations, are furnished by independent companies which are not under the direct control of The Secret Garden. Itinerary deviations due to special circumstances, including but not limited to holidays, special events, seasonal schedule changes, weather, traffic delays, Covid closures, and unforeseen itinerary adjustments, some venues may have limited hours or may not be available. Under such circumstances or toward the improvement of the tour experience, The Secret Garden Tours and the tour manager reserve the right to make changes in the itinerary or sights, at their sole discretion.

### **Reservations**

The Secret Garden requires a signed Reservation Application, proof of Covid vaccination, signed Healthy Travel Pledge and deposit for each participant within one week from the date the participant makes his/her reservation. A signed Reservation Application means that the participant has reviewed this Tour Contract and agrees to abide by its terms and conditions. Each participant must provide his/her signed Reservation Application and a non-refundable deposit of \$3000 per person. Full payment is required for reservations at least 30 days prior to departure.

### **Final Payment**

Final payment must be received by The Secret Garden at least 30 days prior to departure. The Secret Garden reserves the right to cancel a reservation for which it has not received payments by the due dates, or when a check is returned due to insufficient funds. Cancellation penalties will apply.

### **Price Guarantee**

The Secret Garden will guarantee the tour price after receiving the deposit and Reservation Application, or as soon as the itinerary has been finalized. If the price increases by more than 10%, applications may be rescinded by either the participant or The Secret Garden and deposits will be returned in full. Price fluctuations may occur due to the rise and fall of currency exchange rates and or because not all venues publish their prices more than a few months in advance. We strive to estimate the tour costs as accurately as possible when first publishing the tour information, and will let all participants know of any changes as soon as we are aware of them

## **Airfare**

Airfare is not included in the trip price. It is your responsibility to purchase tickets that will get you to the tour's starting point at the time the tour begins. The tour ends at checkout of the final hotel at which point your transportation to the airport or your next destination becomes your own responsibility

## **Changes After final payment**

All changes are considered a cancellation and re-booking and thus, are subject to the cancellation policies outlined under 'Cancellations'. Note: Tour changes (to a different tour date or itinerary), are always considered cancellations/new bookings and are subject to the 'Cancellations' policy.

## **Cancellations**

We are unable to accommodate cancellations requested more than 10 days after we receive your downpayment. We highly recommend travel insurance.

No refund will be issued for any unused portion of a tour. In case of cancellation by one of two persons sharing a room, a change to a single room supplement for the remaining participant is subject to availability and confirmation by The Secret Garden. When a single room is not available, the remaining participant will share a twin or double room with another solo traveler.

## **Travel Insurance**

For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

Please note that many health insurance policies do not cover customers while traveling outside the USA. Therefore, look for travel insurance that includes travel accident and sickness coverage as well as Emergency Assistance. The Secret Garden also recommends purchasing baggage insurance. You can find Travel Insurance providers online.

**Baggage Allowances Suitcase - Ireland Castles and Tea Tour will have baggage restrictions to be determined by bus company.**

Each participant on the tour is entitled to two suitcases. You will be towing your own luggage (with our assistance lifting into taxis, trains, etc. as needed), so if you plan to shop, we highly recommend nesting a medium sized suitcase inside a large suitcase. Keep the suitcases together until your purchases will no longer fit. Then when it's time to come home, you can check both cases. Therefore, if you plan to do some shopping, you will want to start the tour with a suitcase that weighs as little as possible. Suitcase - Airline Allowance: Airline baggage fee policies are changing frequently and are inconsistent between carriers. Airline baggage fees are not included and, if charged, the passenger is responsible to pay any applicable baggage fees directly to the airline at time of check in. To minimize (and possibly avoid) baggage fees, take only one suitcase not to exceed 50 lbs. and 62 linear inches. Carry-on Allowance: Each passenger is entitled to one carry-on. The carry-on may not exceed 15 lbs. and must fit in the space under your seat on the airplane or overhead on the train. This space measures 17" x 14" x 8". In addition, each participant may carry a coat over their arm, a camera or small purse over their shoulder, and a magazine or book in their hand. Any carry-on item that does not fit will need to be carried on the tour participant's lap while traveling, and therefore we strongly recommend consolidating your carry-on items within the measurements above.

## **Baggage Loss or Damage**

Baggage loss or damage sustained while in the custody of an airline, hotel, bus company, or transfer company is not the responsibility of The Secret Garden. Airline liability for passengers' baggage is stated on each airline's website. The airline's liability shall in no event exceed the actual loss incurred by the passenger, subject to proof of the amount of the loss. What to do in case of damage or loss by an airline: The participant must report the loss or damage immediately (while still at the airport) to the airline in question for two reasons: a) Most airlines require immediate claims or they will not accept them. b) Insurance companies have the right to void any claim that is not reported immediately. The Secret Garden recommends purchasing travel insurance with coverage for baggage loss, damage, or delay.

## **Air Schedules**

The Secret Garden is not responsible for overnight stays or independent transfers occasioned by airline schedules or delays. Airline baggage fees are not included and must be paid at the airport if charged by the airlines. Air schedules are subject to change at any time, and cancellations by the tour participant due to changes in airline or changes in flight schedule will be subject to the cancellation conditions as outlined in the 'Cancellations' section. The Secret Garden shall not be held liable for any penalties incurred from the cancellation or change of an air ticket, regardless of the reason. Responsibility of the Airlines. The airlines are not held responsible for any acts, omissions, or events during the time the passengers are not on board their aircraft or conveyances. The passenger's contract in use by the airlines, when issued, shall constitute the sole contract between the airline and the passenger. Any and/or all transportation companies shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers. Services performed and tickets issued by the air carrier are subject to rules and regulations relating to liabilities established by the Warsaw Convention and the terms and conditions of this contract.

**Cancellation by The Secret Garden – Ireland Castles and Tea Tour must have 8 confirmed guests by January 1 or the trip will be cancelled – do not buy airline tickets until tour is confirmed!**

The Secret Garden reserves the right to cancel a tour at any time for any reason, (including but not limited to political unrest, terrorist threats, adverse health conditions in tour areas), and its liability shall be limited to a refund in full of only those moneys it has received from or on behalf of the participant. It is the responsibility of each participant to become familiar with the penalties and restrictions of the air ticket. In the event of a cancellation or date change by The Secret Garden, The Secret Garden shall not be held liable for any penalties incurred from the cancellation or change of the air ticket. Therefore, we recommend tickets not be issued until 75 days or less prior to departure. If transportation or other services are canceled by The Secret Garden, all sums paid to The Secret Garden for services not performed in accordance with the contract between The Secret Garden and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

## **Vaccination Requirements and Other Rules**

While we require all guests to be fully vaccinated to participate in our tours, we have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as required vaccinations, health affidavit forms, COVID-19 screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier rules, check the website of each supplier, and keep checking because these rules are constantly changing, and we are not responsible for those changes.

## **Other Foreign Entry Rules**

You assume full and complete responsibility for checking and verifying all passport, visa, or other entry requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require your passport to be valid for six months or more after your date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.

## **Travel Insurance**

For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

## **Responsibility/Travel Risks and Dangers**

Heartstone LLC, its employees, officers and directors (collectively "The Secret Garden") does not own or operate any entity which is to provide or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers, tour operators, food service or entertainment providers, etc. As a result, The Secret Garden is not liable for any negligent or willful act or failure to act of any such person, or of any other third party not under its control. Without limiting the foregoing, The Secret Garden accepts no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip.

We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on "Destinations" and scroll to the name of the destination country. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19.

**You hereby expressly assume all of these risks and dangers, and you hereby expressly agree to forever release , discharge and hold us and our agents, employees, officers, directors, associates, affiliated companies, guides, leaders and subcontractors harmless against any and all liability, actions, for any risk or resulting injury, delay, inconvenience, damage, or death which results from criminal activity, accidents, disease, epidemics or the threat thereof, illness, the provision of inappropriate or no medical attention or the lack of access to same, the demands of indoor or outdoor activities, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism or the threat thereof, insurrection or revolt, weather, acts of God, or any other events or circumstances beyond its control. In addition, The Secret Garden is not responsible for typographical or substantive errors in descriptions of hotels or programs.**

### **Travelers Representation**

The traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to him or herself or other members of the trip. The Secret Garden reserves the right to decline, to accept, or retain any person as a member of the tour at any time prior to departure, or in the course of the tour, should such participant's health, mental condition, physical infirmity, or general deportment impede, in The Secret Garden's judgment, the operation of the tour or the rights, welfare, or enjoyment of other tour participants, and all resulting costs will be the responsibility of the participant.

### **Entire Agreement**

Participant warrants that no promises or inducements have been offered for this agreement other than as set forth herein and that this agreement is executed without reliance upon any other promises or representations. No modification, termination, or attempted waiver of this Tour Contract shall be valid unless in writing and signed by the participant and an officer of The Secret Garden.

### **Arbitration Agreement.**

Any controversy or claim arising out of or relating to this Tour Contract, to the brochure or to any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Sumner, WA, in accordance with the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of Washington shall apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

**X Submission of completed application and payment to Secret Garden Tea Tours constitutes your acceptance of the entire Tour Contract**