



TERMS & CONDITIONS - Effective November 1st, 2019

MyExcursions.com (also referred to as ME in this document), the purchaser or their agent and those performing the services are expected and trusted to act in good faith.

Purchaser’s Responsibility

It is the purchaser or their agent’s responsibility to advise **MyExcursions.com** of any limitations that may affect their selection of tour programs in the various ports of call or destinations. You should verify their itinerary to confirm that dates, locations and times will allow for sufficient time to complete any programs booked with **MyExcursions.com**. It is the guest’s or their agent’s responsibility to advise **MyExcursions.com in writing** of any changes to their itinerary.

All programs are considered on request until the purchaser agrees to the terms; the tour operators have confirmed services and payment as been received by **MyExcursions.com** from the purchaser.

Tour & Excursion Program

MyExcursions.com will provide descriptions for each program purchased. The local tour operators have confirmed these descriptions for accuracy. It is the tour operator’s responsibility to provide services and deliver the programs as described.

Payments - can be by American Express, MasterCard, Discover. **Note on Visa Card a 3% convenience fee applies**). We do not accept Diners Club or other credit cards. Personal checks are also accepted. Payment Form should be completed faxed back to MyExcursions.com 1 866 972-6506.



Deposit - Quotes presented outside of 60 days prior to departure date, require a \$100-\$200 pp non-refundable reservation deposit at time of confirmation. Deposit amount may vary depending on the program requirements. The deposit amount is fully credited against final invoiced payment due.



Final payment - Due a minimum of 60 days prior to departure from home.

Full payment - Quotes inside of 60 days prior to departure date require full payment at time of confirmation. Transfers & train tickets require full payment at time of booking.

Exchange Rates and Fuel Costs

Due to the excessive fluctuation in exchange rates and of fuel costs, the final program pricing is subject to change until full payment is made. If you wish to pay in full earlier to lock in rates, please advise MyExcursions in writing so we can obtain a firm price at time you desire to pay. Once final payment is made, rates are locked.

Change Fees

Changes after documents are finalized are subject to a service charge (\$50 per change request) for each change and depending upon the nature of the underlying change, may be subject to additional fees or costs.

Cancellation & Refund Policy

Cancellation of services carries a varying degree of cancellation penalties. All cancellations must be received in writing or via email and penalties apply based upon the date the notification is received compared to the effective cancellation date which is based upon the date you are scheduled to depart from home. The minimum cancellation cost is the applicable per person fee listed. Refund will be made via company check or credit card in accordance with the fee structure below within 30 days of confirmed cancellation date. If services are provided as described and confirmed by MyExcursions.com, no refunds will be due. Refunds due for payments may be made by refunding credit card or by company check at the discretion of MyExcursions. Checks will be mailed to the home address provided on the credit card form.

Any disputes will be fairly reviewed by **MyExcursions.com** and our operators and responded to in a timely manner. There are different terms for shore excursions and land programs. Land programs are those involving hotel or flight elements. Details will be sent via email if any special terms or conditions apply. Unused portions of any tour itinerary, including hotel accommodation, sightseeing tours, airfare or other items included in the tour are nonrefundable after departure. A higher service charge may apply depending upon the nature of the booking and if so you will be advised in advance.

Notice		Notice	Land Programs
30 + days	\$100 pp after deposit	60 + days	\$200 pp after deposit (minimum*)
29-15 days	25% of total invoice*	59-30 days	25% of total invoice*
14-7 days	50% of total invoice*	29-15 days	50% of total invoice*
6 days or less	100% cancellation penalty	14 days or less	100% cancellation penalty
No Show	100% cancellation penalty	No Show	100% cancellation penalty

**Full payment outside 60 days allows you to lock in rates, but may carry a \$50 per person higher cancellation fee.

*Minimum of \$100 or \$200 pp as applicable. Air fares may incur additional penalties. Any purchased entry fees, train tickets or other non-refundable items are in addition to the above cancellation fees.

Rates may vary up to final payment date (60 days prior) until paid in full.

MyExcursions.com Customer Service: Email: info@myexcursions.com

Phone: **1 (954) 972-6306**

EXCEPTIONAL CIRCUMSTANCES - For Guests on cruises**If you miss your ship at embarkation**

If you miss your ship due to flight delays or cancellations, you must notify **MyExcursions.com (ME)** immediately by email or phone to ensure that excursions booked for ports of call can be cancelled to minimize cancellation penalties of future ports.

Missed Port of Call – ship’s staff advised you day before scheduled call

If the ship makes an unscheduled change of itinerary or you are unable to disembark due to weather, it is your responsibility to notify the emergency contact immediately upon your advisement by the ship’s staff. If you are notified the day prior and promptly notify the local emergency contact, you will be eligible for refund of the missed port. If you are notified the day prior and do not notify the local emergency contact, you may not be eligible for a refund of the costs for the missed port.

Furthermore, you must contact **MyExcursions.com** via phone or email at earliest opportunity also (within 3 days of a missed port) to be eligible for a refund, even once the local operator is notified. All contact numbers are on your voucher for each scheduled service. When notifying **MyExcursions.com** please advise date, time & to whom you spoke on the local emergency contact notification.

Missed Port of Call – on day of call due to local weather conditions

If your port of call is only canceled upon arrival – IE within 2 – 3 hours of scheduled arrival time (ship cannot dock or tender due to weather once in position), you must notify local operator **immediately** and **MyExcursions.com** of the cancellation on that day. Cancellations on the day may require filing a claim through your trip cancellation policy if **MyExcursions.com** is not able to obtain a refund from our suppliers for services canceled on the day (no show) for any circumstance.

Most cruise ships have email facilities for guest use. Please note that the cruise line and its employees do not have the authority to cancel any tours booked with **MyExcursions.com**. Programs eligible for a full or partial refund of a missed port will be processed upon verification of circumstances and processed by company check within 30 days of verification.

Trip Cancellation Insurance

Trip cancellation insurance is highly recommended to cover your private excursions. Contact your travel agent or insurance company to add coverage of these tours and be sure to verify that they will cover the programs booked. Cruise line insurance will not cover independent arrangements. MyExcursions does not include this insurance, but has it available to purchase.

Liability

MyExcursions.com, a division of Harwood Consultants, LLC. an Oklahoma company acts purely as a booking agent for tour operator services and has no liability regarding any errors & omissions, loss, injury or death. As a condition of **MyExcursions.com** accepting the traveler or their agent’s booking, fully acknowledge, understand and agree that **MyExcursions.com** shall not be liable for any loss, injury or death incurred by the traveler. Travelers agree to make any and all claims directly with the tour operator suppliers. **MyExcursions.com** will fully comply by providing full contact details should such claims arise. Attention to Florida residents, the company is not registered as a seller of travel in Florida. **The purchaser has read these stipulations and accepts the terms and conditions as stated.**

CONTRACT OF SERVICE

MyExcursions.com (ME) acts as a mere agent for suppliers in selling travel-related services, or in accepting bookings for services that are not directly supplied by this company (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). This agency, therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to you or your companions or group members. Unless the term “guaranteed” is specifically stated in writing on your invoice, or reservation itinerary, we do not guarantee any of such suppliers’ rates, bookings, reservations, connections, scheduling, or handling of personal effects.

MyExcursions.com or it’s owners or employees shall not be responsible for any injuries, damages, or losses caused to any purchaser or consumer of such services (Client) in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the agent’s direct control. Client assumes complete and full responsibility for, and hereby releases the agent from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the US. State Department, <http://travel.state.gov> or call 1 (888) 407-4747. For medical information, call the Public Health Service, (877) 394-8747.

By embarking upon his/her travel, the Client voluntarily assumes all risks involved in such travel, whether expected or unexpected. Client is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and is advised to obtain appropriate insurance coverage against them, which is available at an extra cost. If this document is not explicitly signed by the Client, the retention of tickets, reservations, or bookings after issuance by the client shall constitute a consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

Price Quotations

All prices quoted by ME are in US\$, on a per person basis unless otherwise stated. Prices quoted reflect payment by credit card or wire transfer and are based on exchange rates prevalent on the day of quoting. Prices cover only the services, entry fees and meals as expressly described in the proposal. Quoted fares are subject to change at any time prior to receipt of final payment.

Payment Procedures & Voucher Delivery

A minimum deposit of \$100 per person is payable at the time of booking; occasionally a higher deposit may be necessary. Travel documents can be processed and delivered only after full payment has been received by way of cleared funds. Once full payment has been received and funds cleared into ME bank account, vouchers and documents will be completed, verified by our tour operators and forwarded via email. It is the client or their appointed travel agent's responsibility to review and confirm voucher accuracy to **MyExcursions.com**.

Baggage Allowance

Each transportation company / carrier (airline, cruise line, railroad etc.) has its own rules regarding free and payable baggage allowances. It is the responsibility of the Client to ascertain these rules prior to travel and plan accordingly. Special rules / fees apply to the carriage of bulky items such as skis, golf-bags, bicycles etc. All baggage inquiries should be directed to the carrier concerned.

Responsibilities

ME will not under any circumstances be liable, in contract, tort or otherwise, for:

- a) any expenses, damages or losses incurred or sustained by any Client which arise from or as a result of the delay or cancellation of any transportation service;
- b) destruction, detention, loss, injury or damage howsoever caused to the Client and the property or effects of such Client, whether or not such destruction, detention, loss, injury or damage be caused by the negligence or willful default of ME;
- c) death of or personal injury to the Client whether directly or indirectly caused by, contributed to by or consequent upon wars, political actions, strikes, adverse weather conditions or any other circumstance beyond the control of ME;
- d) illness or any medical, surgical or dental costs which the Client may incur during the course of the tour howsoever or where so ever arising;
- e) acts or omissions of contractors whose services are engaged in each destination

Others' Liabilities

It is expressly declared that all the operators and carriers concerned, their servants, agents, and affiliates are not liable, in contract, tort or otherwise for any loss, damage or injury howsoever caused to the Clients during the time in transit. The passenger ticket in use by such carriers, when issued, shall constitute the sole contract between the carrier and the Client and the Client shall be deemed to have full notice of the terms and conditions of such contracts. It is also expressly declared that ME and its owners and employees act only as agents for the owners or contractors providing transportation or other services and that the Travel Agent and/or ME shall not be or become liable or responsible in any way for any loss, damage, injury, accident, delay, changes in schedule or other inconveniences suffered by the Client, howsoever caused.

Limitation of Liability

The extent of ME liability shall never exceed the amount actually paid to ME by the client.

Changes of Programs

Content of selected programs is subject to availability and change due to unforeseen circumstances such as scheduled or unscheduled closures of venues, national or religious holidays, or any other unspecified situation that causes a venue or program to be unavailable. Appointed tour operators or their agents have the right to substitute listed venues and equipment or hotels or air carriers in conjunction with ME programs for others of similar category when necessary. If a venue or service is unavailable a refund for the unavailable venue or service will be issued by ME upon confirmation by client and the operator responsible for the service.

Travel Insurance

No insurance is included in the tour price and it is strongly recommended that trip cancellation/interruption Insurance be purchased. You may purchase comprehensive worldwide coverage against medical and emergency expenses, personal injury and loss of belongings at the time of purchasing your travel arrangements. These may be purchased through the travel agent or any registered & certified seller of travel insurance. Your travel agent is the best source of information for travel insurance.

Applicable Law

This contract is entered into in the City of Bixby, Tulsa County, Oklahoma and that in the event of any legal or equitable action being initiated, it is specifically agreed that the exclusive venue of such action shall be solely in State and Federal courts (for trial without jury) in the city of Bixby, Oklahoma, USA. If any provision of these terms and conditions is found to be unenforceable, such provision shall still be enforced to the fullest extent of applicable law and shall not affect the enforceability of the remaining provisions. Harwood Consultants LLC. DBA MyExcursions.com is a registered company in the State of Oklahoma. Attention to Florida residents, the company is not registered as a seller of travel in Florida.

Errors

ME is not responsible for omissions, printing and/or presentation errors in proposals, final documents, vouchers on Internet sites or other media and reserves the right to make corrections as needed.

Force Majeure

ME has the sole and absolute discretion to cancel or shorten the duration of any tour in case of force majeure, hostilities, accident or other events beyond its control, when it is necessary in its reasonable opinion that such steps be taken. **MyExcursions.com** shall be relieved from all liabilities and obligations resulting there from, upon notice to the tour participants and full refund of any amount paid for the tour or the unused portions of the tour, as appropriate.

Email Communication

By providing an email address, the travel agent or guest gives MyExcursions.com the right to contact them via email with newsletters or direct email. If you do not wish to receive ME-Newsletters, you can notify us to have your email address removed from our ME-News distribution list. But do note that MyExcursions will never...ever... sell, rent, distribute, barter, or abuse your contact information in anyway.