

# ***Terms and Conditions for Vacation Tour Packages***

## **Reservations and Payments**

A 50% per person deposit is required to secure your reservation. Final payment is due 60 days prior to departure and must be made by cashier's check or credit card. For reservations on a tour departing within 60 days, full payment by credit card is required at the time of your booking and we will require a signed credit card authorization form. Orchid Isle Bicycling will consider your reservation canceled if the balance due is not received on time, cancellation penalties will apply.

Tour prices are per person based on double occupancy and do not include Hawaii state excise tax.

## **Charges and Transfers**

A \$25 per person, per change administrative charge applies to any changes to a reservation other than a transfer to another tour date. To transfer a reservation to another tour date outside of 60 days prior to our original departure date, a \$50 per person administrative charge applies. Within 60 days, our cancellation policies apply.

All changes are subject to availability and cannot be guaranteed.

## **Late Bookings**

To secure a reservation on a tour departing within 60 days, full payment by credit card is required at the time of booking and we will require a signed credit card authorization form. Reservations made within 60 days of the tour departure may require 72 hours for confirmation. There is a late booking fee of \$15 when reserving 30 days or less prior to departure.

## **Included in Your Tour**

Your tour price includes lodging, all breakfasts, a bicycle, helmet, an Orchid Isle Bicycling tour guide and taxes for the inns.

## **Cancellations and Refunds**

If you cancel your tour, you must notify us in writing or by fax. We calculate your refund on the day we receive written cancellation. Please note that all cancellation fees are "per person." All refunds will be processed within 30 days of receipt of your cancellation.

## **Processing fee**

There is a nonrefundable fee of \$100 per person for each tour canceled. This fee reflects only the cost of administering a reservation and is not intended to be punitive in any way. We realize the majority of those who cancel their reservation do so out of necessity.

For all cancellations, we will refund you the cost of your tour less the following per person charges:

<i>Days Prior to Tour Departure</i>	<i>Cancellation Fee</i>
60+	\$100
59-30	50% of your tour price
less than 29	100% of your tour price

Orchid Isle Bicycling cannot make exceptions to these cancellation policies for any reason, including personal emergencies and weather. There is no refund for leaving a tour early or arriving late. Please note that we do not make any refunds for any unused portion of your tour.

Orchid Isle Bicycling reserves the right to make changes to departures, itineraries, and prices due to unforeseen circumstances. All efforts are made to select alternative accommodations of the same high quality and to keep the route changes minimal. We reserve the right to cancel any tour that does not reach the minimum level of participation. In the unlikely event that we cancel a tour, you will receive a full refund. Orchid Isle Bicycling will not reimburse you for any personal expenses due to changes in itineraries or tour cancellations, such as prepaid hotel expenses or airline tickets. Orchid Isle Bicycling reserves the right to decline a reservation or to refuse service during a tour to anyone whose health or behavior could impede the welfare or enjoyment of other guests. Preexisting medical conditions must be disclosed prior to participation in any tour.

### **Gratuities**

Gratuities for Orchid Isle Bicycling tour guides are always appreciated but are entirely at your discretion.

### **Accommodations**

Tour prices are based on double occupancy rooms. Solo travelers will be assigned a roommate of the same gender. Single rooms are available on a limited basis with an additional fee. We may not be able to honor private room requests during certain peak periods. For late bookings (less than 60 days prior to departure), solo travelers will be charged an additional fee that will be refunded if a roommate is later assigned.

### **Children**

Children 16 years or older are welcome on any of our tours if accompanied by an adult. A copy of a certified birth certificate will be required.

### **Responsibility**

The responsibility of Orchid Isle Bicycling and affiliated companies is strictly limited. As a tour operator, Orchid Isle Bicycling organizes, promotes, and sells tour programs consisting of certain services, including but not limited to, surface transportation, excursions and accommodations that Orchid Isle Bicycling purchases from various suppliers. The Suppliers providing services for Orchid Isle Bicycling tours are independent contractors and are not agents or employees of Orchid Isle Bicycling. Orchid Isle Bicycling does not act as an agent for any party whatsoever. Orchid Isle Bicycling is not responsible for the willful or negligent acts and/or omissions of such suppliers or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of goods or services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the Suppliers.

By utilizing the services of the suppliers, you agree that neither Orchid Isle Bicycling nor any of its representatives shall be liable for any accident, injury, costs, property damage or personal loss to you or those traveling with you in connection with any accommodations, transportation or other services, or resulting directly or indirectly from any occurrences or conditions beyond Orchid Isle Bicycling's control, including but not limited to, acts of terrorism, war, defects in vehicles, breakdown in equipment, strikes, theft, delay or cancellation of or changes in itinerary or schedules.

Orchid Isle Bicycling reserves the right to correct promotional or pricing errors at any time or to increase the tour price in the event of cost increases due to any changes. Orchid Isle Bicycling reserves the right to decline to accept or retain any person as a member of any tour or to cancel or alter the tour without notice. Orchid Isle Bicycling is not responsible for any expenses incurred by guests in preparing for the tour or for any travel arrangements. Hotels and accommodations are subject to change.

### **Medical Services**

Medical services or facilities may not be readily available or accessible during all or part of your tour. You are responsible to select a tour appropriate to your abilities and interest. You are responsible for being in sufficient good health to undertake the tour, to prepare for the

tour by studying the itinerary and pre-departure materials sent by Orchid Isle Bicycling, and for bringing the appropriate clothing and equipment as advised therein.

Orchid Isle Bicycling reserves the right to take photographic or film records of any of its tours, and to use any such photographic or film records for promotional and/or commercial purposes.

**Orchid Isle Bicycling Group Travel Discount**

You tour for FREE (on land portion only) when you bring 12 or more friends along with you on an Orchid Isle Bicycling tour; bring 6-11 friends and receive 50% off the published land only price for yourself.