

Read this agreement thoroughly and carefully before booking a trip with us. It is a legally binding contract which all passengers much sign.

#### TERMS AND CONDITIONS FOR YOUR LIGHTLINE PILGRIMAGE TRIP

The terms and conditions set forth in this agreement ("Terms and Conditions" or "agreement") constitute the entire understanding and agreement between you the trip participant ("Participant") and Lightline Pilgrimages NA, LLC ("Lightline Pilgrimages," "we," or "us") with respect to any and all bookings, tours or transactions made with Lightline Pilgrimages NA, LLC. By signing this agreement, you accept all of the terms in this agreement and direct us to perform services on your behalf. All trips that we offer are subject to these terms and conditions, our waiver of liability and assumption of risk and indemnity agreement, and the custom itineraries and invoices pertaining to the trip.

### **BOOKING AND PAYMENT**

When you make your booking, you must sign this agreement on behalf of yourself and all persons named in your booking, submit a completed booking form, and pay a **refundable deposit of \$500 per person**. If a booking is made within 12 weeks of departure, the full amount of the tour must be sent along with the completed booking form and signed Terms and Conditions. **The balance of the amount is payable by the deadline in your custom invoice**. A booking is not accepted until we provide written confirmation. The booking is accepted on the date shown on the written confirmation. If a booking is not accepted, we will notify you in writing and refund the deposit. **Medical insurance is not included in the trip price but is a condition of booking**.

### **ROOM SHARING ARRANGEMENTS**

All prices are quoted on the basis of two persons to a room. Single room accommodation is limited and may not always be available. If you are traveling alone but wish to share, notify us at booking and we shall endeavor to find a suitable traveling companion. If we are unable to find someone, we will allocate you a single room and charge you only half the applicable single room supplement stated in the brochure. In this instance, a separate invoice will be issued 14 days before departure with the single room supplement fee.

### RESPONSIBILITY

Lightline Pilgrimages takes reasonable care in selecting competent, reliable and qualified suppliers based on information that is reasonably available to us. That said, Lightline Pilgrimages acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your tour ("Supplier" or "Suppliers"). You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Lightline Pilgrimages, and are not agents or employees of Lightline Pilgrimages. A Supplier's services are subject to the Supplier's own terms and conditions and any applicable local laws, regulations and treaties of the relevant country. Any flight scheduled or otherwise forming part of the arrangements will be subject to the Conditions of Carriage of that airline. Some of these will limit or even exclude liability and conditions are the subject of international agreements between countries. Lightline Pilgrimages will not provide any refund for a Supplier's delay, cancellation, overbooking, or strike.

# TRIP MINIMUM REQUIREMENTS

Unless specified otherwise, the minimum number of persons required for most tours to take place is 15 persons. If this is not achieved, we reserve the right to continue to operate (with Driver/Guide), or to cancel the tour no later than 4 weeks prior to departure. If we cancel under this paragraph, all monies paid to us for the tour will be refunded.

## **CANCELLATION POLICY**

To cancel your booking, you must submit your request to us in writing by email at info@lightlinena.com with "Cancellation" in the subject line or postal mail at Lightline Pilgrimages NA, LLC, 1829 North Cleveland Ave, Unit B, Chicago, IL 60614-8015 USA. Cancellation fees will be applied per person according to the following schedule, based on the date we receive your written notification, not when you send it or notify us by phone:

PERIOD	CANCELLATION FEE (% of total trip cost)
Over 120 days before departure	no fee payable - payments will be refunded
120-91 days	deposit will be forfeit
90-61 days	30%
60-46 days	65%
45 days or fewer before departure	100%

5 v. 1/21

**NOTE:** If the reason for cancellation is covered under the terms of your insurance policy, consult with your insurance provider to see if you can reclaim these cancellation charges, less excesses and insurance premiums.

No refunds will be provided for any unused portion of a tour once the tour begins, including if you leave a tour for any reason, miss the tour's departure date, or have to be removed from a tour. There are no exceptions to this cancellation policy, including for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. **For this reason, we strongly recommend that all Participants purchase trip cancellation and interruption insurance prior to travel.** 

### **CHANGES WE MAKE AND FLEXIBILITY**

We plan our trips many months and sometimes years in advance. Sometimes, although not often, we have to change or cancel portions of the itinerary, lodging and other details of a trip. As such, we cannot guarantee that every part of the itinerary advertised in the brochure will be followed or that the duration of each visit along the route will be as advised. While we strive to operate all tours as advertised, we reserve the right to modify or cancel any flight, schedule, accommodation or other details of your trip at any time and without notice except as provided in this section. Most changes are minor, but where they are significant, we will inform you of an existing change when you book, or if you have already booked, prior to your departure provided that we have sufficient time to do so. You then have the following choices:

- a. Accept the changed arrangements as notified to you,
- b. Purchase another available tour from us, or
- c. Cancel your tour. If in these particular circumstances you cancel, all monies paid to us will be refund to you less any non-refundable deposits.

In the event that the significant change is our cancellation of the tour, we will return to you all money that you have paid us or will offer you an alternative available tour to purchase of comparable standard.

### **CHANGE REQUESTS THAT YOU MAKE**

To change your booking, you must submit your request to us in writing by email at info@lightlinena.com with "Change Request" in the subject line or postal mail at Lightline Pilgrimages NA, LLC, 1829 North Cleveland Ave, Unit B, Chicago, IL 60614-8015 USA. If you request to change your tour dates or alter your itinerary after we confirm your booking, we will do our best to accommodate your request. If we are able to make such changes, a change fee will be imposed. The type and scope of change dictates the amount of the change fee. Our outside suppliers, including hotels, often impose additional fees or penalties for changes and cancellations. These are included in the change fee and can be substantial.

We will forward any alteration that you request after your tour has commenced to our independent suppliers. We will Work with our suppliers to try and accommodate reasonable requests but cannot guarantee that any changes will be possible after your tour has commenced. Changes while a tour is in progress can cause severe complications and are often not possible.

In the event you request a change, you will be liable for any cancellation charges and change fees that may be levied for the booking of revised arrangements and for all costs associated with the arrangements themselves

### **FORCE MAJEURE**

Lightline Pilgrimages NA, LLC will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond our reasonable control, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If we and any of our suppliers are affected by Force Majeure, we and our suppliers shall be entitled to, and may in our sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the tour.

### TRIP PRICE ADJUSTMENTS

The prices quoted for these tours are based on known costs and exchange rates when tours are planned. We reserve the right to levy a surcharge in the event of any material variation in such costs and rates such as transportation costs and fuel; dues, taxes or fees; or exchange rates applied to particular purchases. Even in such cases, we will absorb an amount equivalent to 2% of the tour price (excluding insurance premiums and any amendment charges). Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the tour price, you will be entitled to cancel the tour with a full refund of all monies paid. Should you decide to cancel because of this, you must do so within 14 days from the issue date printed on the invoice that contains the surcharge, otherwise your cancellation will be subject to our cancellation policy and fees. Since we have to absorb increased costs equivalent to 2% of the tour price, there will be no reduction in the price of the tour in the event of a favorable variation in costs or exchange rates. Prices will not be increased within 14 days of departure.

## **LOST/DAMAGED LUGGAGE**

You are responsible for your baggage and personal effects throughout the tour. It is important that you keep track of your belongings while travel-

ing just as you would at home. All costs incurred for lost, misplaced, damaged or delayed baggage are at the owner's expense. Any valuable items should be insured accordingly.

### NO REFUNDS FOR PERSONAL EXPENSES

You will not be reimbursed for any personal expenses such as airfare, hotel or other travel expenses due to changes in itineraries or tour cancellations.

### **COMPLAINT PROCEDURE**

If you have a complaint during your tour, you must promptly report it to either your tour leader or our local representative, so that action can be taken to remedy the problem. Failure to do so while you are on the tour will extinguish or reduce your ability to claim any compensation from Lightline Pilgrimages NA, LLC, in the event that prompt reporting would have allowed us to fully or partially resolve the complaint at that time. Further, if you attempt to address the issue on your own without using this notice procedure, you assume responsibility for any added costs you may incur and forfeit and potential refunds. If you are not satisfied after using this notice procedure, you must submit your complaint in writing to us within 30 days of the tour's end date. Any complaints received after this date will not be accepted.

### **PASSPORTS AND VISAS**

You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for all citizens traveling abroad and should be valid for at least seven (7) months after your date of return. It is important that the first name and surname on the air ticket matches those on the passport, otherwise the passenger may not be able to travel and any applicable travel insurance may be ineffective. We suggest you apply for or renew a passport early. Other required documents may include visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation.

Holders of passports other than U.S., British or Irish should contact Lightline Pilgrimages NA, LLC for advice on whether or not a Visa is required. Other nationals should ensure they comply with formalities.

For information concerning possible dangers at an international destination, contact the government office in your country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747, http://www.travel.state.gov/. U.S. citizens may register for the U.S. government's Smart Traveler Enrollment Program, a free service, at https://step.state.gov/step/.

While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

### TRAVEL INSURANCE/PROTECTION

The tour price does not include travel insurance. All Participants are required to have medical insurance to cover any medical problems that might rise abroad, including serious illness and repatriation costs in the event of death. We strongly recommend that you purchase comprehensive travel insurance, covering trip interruption and cancellation, baggage and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you.

## PRE-DEPARTURE DOCUMENTATION

It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept any liability if you do not notify us of any inaccuracies within seven (7) days of receipt. All Participants must sign this agreement and our release and waiver of liability and assumption of risk and indemnity agreement in order to participate in our trips. Both parents and/or the legal guardian must sign for minor Participants under 18 years of age. If you fail to submit these and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

### **TOUR DEPARTURE DATE**

It is your responsibility to be ready to embark on the tour as specified in the itinerary. We are not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

## **COMPLIANCE WITH LOCAL LAWS AND TOUR ETIQUETTE**

You must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, Lightline Pilgrimages NA, LLC or the local guide/supplier has the right in its sole discretion to remove anyone who it determines to detract from others' enjoyment of the tour.

#### **LIMITATION OF REMEDIES**

To the maximum extent permitted under applicable law, Lightline Pilgrimages NA, LLC shall not be liable for any special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in con-

7 v. 1/21

tract, negligence, tort, under statute, in equity, at law, or otherwise, even if Lightline Pilgrimages NA, LLC has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages. Lightline Pilgrimages NA, LLC's maximum liability in the event of default will be limited to the amount paid to Lightline Pilgrimages NA, LLC's for its services.

#### **SEVERABILITY**

If any provision of this agreement shall be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render the agreement unenforceable or invalid as a whole. Such unenforceable provision will be replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the original provisions.

#### SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding upon Lightline Pilgrimages NA, LLC and the Participant and their respective heirs, legal and personal representatives, successors and assigns.

### **UPDATING OF TERMS AND CONDITIONS**

Lightline Pilgrimages reserves the right to update and/or alter these terms and conditions at any time. It is your responsibility to be familiar with these terms and conditions. The latest terms and conditions can be found on the Lightline Pilgrimages NA, LLC website http://www.lightlinena.com/.

## APPLICABLE LAW, CHOICE OF FORUM AND SEVERABILITY

This agreement will be interpreted according to the laws of the State of Illinois, USA. Jurisdiction over any dispute arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed exclusively in state, local or federal courts in Chicago, Illinois. You agree to personal jurisdiction in the specified forum.

#### **MISCELLANEOUS**

If any portion of this agreement is determined by a court to be null and void, the remaining portions of this agreement shall nevertheless remain valid and binding upon the parties. You also agree that this agreement is intended to be as broad and inclusive as permitted under applicable law. You agree that if any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

#### MFRGFR

This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. It supersedes all previous negotiations and agreements.

I have read this entire agreement, and I am signing it freely. I understand that this is a legally binding contract. No other representations concerning the legal effect of this document have been made to me. My signature applies to all pages of this agreement.

Signature of Participant:	
Printed name:	Date:
Signature of Participant:	
Printed name:	Date:

\*STOP! Do not mail this until you have done the following:

- 1. Is the **Booking Form** complete with all the details requested?
- 2. Has **EACH** pilgrim signed the **Acceptance of the Waiver** on page 2?
- 3. Has EACH pilgrim signed the Acceptance of Terms and Conditions above? (Page 8)

#### **HEALTH & FITNESS:**

In order to participate properly in this pilgrimage, a certain amount of basic fitness is required. Pilgrims must be able to walk at least half a mile without any physical concerns, and be able to walk with ease up at least three flights of stairs. While it is our desire to make our pilgrimages as inclusive as possible, the terrain on lona and in Durham city center is not suited to the use of a wheelchair.

v. 1/21