

TERMS AND CONDITIONS AGREEMENT

Please read the Terms and Conditions Agreement (including Limitations of Liability, Release and Waiver of Liability, Hold Harmless, Covenant Not to Sue, Assumption Of Risk, and Assumption of Risk and Indemnity)

Each person traveling must sign a separate Agreement and submit the last page separately to admin@fatimabacot.com

CONDITIONS OF BOOKING & LIMITATION OF LIABILITY

The following paragraphs define Fatima Bacot and her representatives (referred to overall as "Tour Organizer") and her liability and responsibilities with respect to the Tour, and your (referred to as "Tour Participant") liability and responsibilities with respect to the Tour.

I, the Tour Participant undersigned, acknowledge and agree to the following in consideration of the Tour Organizer's efforts to facilitate my participation in opportunities at and/or related to the Tour, the fullness and sufficiency of which I hereby acknowledge:

OVERALL AGREEMENT

- Tour Organizer agrees to organize and provide the Tour to the Tour Participant as described in the Itinerary for the Tour.
- Tour Participant agrees to pay Tour Organizer the fee for the Tour Fee as outlined in the "Terms of Payment"
- Tour Participant certifies that he or she agrees to the terms and conditions and all waivers.
- Tour Participant agrees to execute a copy of this Agreement as part of participating in this Tour

TERMS OF PAYMENT

- Upfront Payment Option: \$6250 AUD double occupancy, or \$7375 AUD single
- Instalments Payment Option: \$6,750 AUD double occupancy or \$7,875, in instalments as mutually agreed between Tour Organizer and Tour Participant, completed no later than 15 July 2019 (unless otherwise agreed to by Tour Organizer and Tour Participant, in writing via email), with \$1000 upfront as a non-refundable deposit to secure placement on the Tour. This amount will be paid by credit card online or via other means as mutually agreed to by Tour Organizer and Tour Participant, and will not be returned to the Tour Participant in the event of cancellation.
- \$1000 is non-refundable, whether Tour Participant pays in instalments or upfront. Please see below for the Refunds and Cancellation Policy.
- The Tour Fee, as described in the "Terms of Payment" includes all activities (both indoor and outdoor) as described in the Itinerary; in addition to meals as listed in the Itinerary.

- Tour Fee does not include:
 - Airfare to/from Spain and airport taxes
 - Transport to / from airports
 - Personal costs such as laundry, taxis, postage, snacks, drinks outside of meals (including water, tea, coffee), alcoholic beverages, valet service, internet service (free in our hotels) and telephone calls
 - Passports (photocopy, just in case) + any Visas required
 - Medical/accident/travel/baggage/personal liability insurance to mitigate the risk of unforeseen circumstances, illness, etc. It is highly recommended that you purchase insurance.
 - Excess baggage charges
 - Lunches & dinners (except as noted online)
 - Tips for drivers, taxis, guides, restaurant staff
 - Travel from Girona to your next destination at the end of the Tour
 - 100% guarantee of gluten-free, vegan, gluten or dairy free options (Although we will do our best to assist and be attentive, please do be mindful when booking and bring the supplements you may need.)
 - Private excursions, recreational activities not mentioned on the Itinerary
 - Any other item unspecified in the Fee Schedule or the Itinerary.

DESCRIPTION OF THE TOUR

- The Tour consists solely of the activities and inclusions as described in the Itinerary.
- The Tour Organizer may occasionally find it necessary to make changes in its stated Itinerary. The Tour Organizer makes every effort to keep such changes to a minimum, although sites may at times be unavailable, or weather, bad roads and other obstacles may arise which mean spontaneous changes must be made to the Itinerary.

ROOMMATES

If any Tour Participant does not have a specific roommate, the Tour Organizer will attempt to match that Tour Participant with a roommate. If the Tour Organizer matches the Tour Participant with a roommate whom the Tour Participant deems unsuitable, then the Tour Participant must pay for the single supplement for him or herself and also for the unsuitable roommate. There will be no refunds for complaints about roommates, and if any Tour Participant cancels the Tour because of a roommate, there will be no refund.

GUARANTEES

There is no guarantee, stated or implied, made by the Tour Organizer, regarding any aspect of the Tour. In particular, there is no guarantee, stated or implied, regarding: 1) the number of participants or the age of participants taking the Tour; 2) the amount of time that the Tour Organizer or other guides will be personally leading the Tour; 3) the time spent at any given location on the Tour; 4) photos posted on websites or visiting any specific sites shown on photos in any media; 5) the quality of the sessions, or other subjective experiences on the Tour; 6) any other aspect of the Tour.

Fatima Bacot, 63 Rutledge Street, Coolangatta 4225, Queensland, Australia

RESERVATION RESTRICTIONS

Any prospective Tour Participant with a disability, pre-existing medical condition, or medical history requiring special attention or treatment, should advise the Tour Organizer at time of booking the reservation and is advised to consult with a medical specialist prior to reserving space on the Tour. People who are unable to travel alone or who would require special assistance or handling must be accompanied by a companion who will provide the required assistance. The Tour Organizer assumes no responsibility for cases such as these.

INSURANCE

It is mandatory for all Tour Participants to arrange travel, medical, accident, cancellation, and baggage insurance independently. The Tour Organizer carries no insurance whatsoever for the Tour Participants.

RIGHT TO PROMOTION

The Tour Organizer and her representatives reserve the right to make both audio and visual recordings or take photographs, and Tour Participant agrees that the Tour Organizer may use any such records for promotional and/or commercial purposes.

PERSONAL RESPONSIBILITY CERTIFICATION BY TOUR PARTICIPANT

Inherently Dangerous Activities: Tour Participant acknowledges that he or she is willfully and with full knowledge participating in certain activities. The Tour Participant acknowledges that he/she has voluntarily applied to participate in the Tour and that all choices of activities are his/her own voluntary choice

Emergency Medical Situations:

Participant recognizes that as a result of participation in the Tour, medical treatment on an emergency basis may be necessary. Tour Participant further recognizes that the Tour Organizer may be unable to obtain consent to assist, as practicable, in obtaining emergency medical care at the time of the emergency. Accordingly, the Tour Participant hereby consents in advance to such emergency care, including hospital care, as may be deemed necessary under the then existing circumstance. Additionally, should the Tour Participant sustain or incur any accident or illness while involved in the Tour, he/she grants to the Tour Organizer the full authority, at the Tour Participant's expense, to take whatever action the Tour Organizer believes is warranted under the circumstances. The Tour Organizer at its discretion may place Tour Participant, at Tour Participant's expense, in a hospital at any point for emergency medical services. In the event that the Tour Participant is physically or mentally unable to consent in an emergency medical situation, Tour Participant hereby specifically authorizes Tour Organizer to act on his/her behalf to execute any and all documents, including any necessary liability waivers or releases, which might be required by any medical facility to admit and/or perform any emergency care for the Tour Participant. The Tour Participant grants permission for any and all treatment (including medical or surgical treatment recommended by a medical doctor) deemed necessary for a condition arising during participation in the Tour. The Tour Participant further assumes the risks, waives any claims against, holds harmless, covenants not to sue, releases and indemnifies

Tour Organizer from any liability for such emergency decisions or actions which may be taken on the Tour Participant's behalf, including unintentional harm or injuries compounded, caused or increased by negligent acts, rescue operations or procedures to Tour Participant by Tour Organizer. The Tour Participant further specifically acknowledges that the Tour Organizer has no duty to render emergency aid or assistance as set forth above, and this Agreement confers no duty of Tour Organizer to Tour Participant to undertake the emergency actions so authorized. Should Tour Organizer undertake emergency actions, Tour Participant agrees Tour Organizer should be protected from liability to the fullest extent allowed by law.

• Moreover, by signing the agreement form below, the Tour Participant agrees as follows:

"I am entirely responsible for my own personal safety, health, and mental, physical, emotional, and general well-being during and after the Tour. I release the Tour Organizer and her representative(s), and any employees, assistants, and affiliates, of any liability for any injuries or damages mentally or physically I might incur during or after the Tour. I understand that the Tour is in no way psychotherapeutic or medical in nature. The Tour is not involved with the treatment of disease or health conditions of any kind and does in no way substitute for medical diagnosis or treatment. The Tour Organizer does not treat, prescribe, or diagnose any illness, disease, or any other physical, mental, emotional or spiritual disorder. Any personal advice or answers to my questions that are given to me on this Tour are for entertainment purposes only. I release the Tour Organizer and her/his representatives and any of their employees, assistants, and affiliates from any injuries or damages mentally or physically that I might incur during or after this Tour as a result of following any advice given to me on this Tour. I release the Tour Organizer and her/his employees, assistants, and affiliates from any obligation to fulfil any claims about this Tour that have been printed or spoken in any recordings, lectures, letters, emails, literature, the Internet, websites, or the news media. I am entirely responsible for my personal safety, health, and well-being during the Tour. I hold the Tour Organizer harmless for anything that might happen to me or to my possessions on this Tour. I understand that no health insurance or travel insurance is provided by the Tour organizer, and, that it is a mandatory requirement of participation on this Tour that I must organize myself. I have read and understood the Agreement."

By signing this Agreement, the Tour Participant fully assumes the risks (known and unknown), holds harmless, covenant never to sue, releases, waives any claim against and indemnifies the Tour Organizer and her/his representatives from all responsibility and liability from any and all claims, demands, lawsuits and/or causes of action arising from any damages, injury, loss, accident, disability, death, delay, irregularity, or expense to Tour Participant's person or property incurred at any time during the Tour or associated with the activity and/or travel related to or arising from the Tour, caused unintentionally by any negligent act of the Tour Organizer and/or any individual acting on its behalf and/or by any condition or forces of nature. The Tour Participant understands this means that the Tour Participant recognizes and understands the risks and that the Tour Participant releases and will not make a claim against or sue Tour Organizer for any unintentional act and negligent act and that Tour Organizer is protected to the full extent allowed by law in the event it causes any injury or damages to Tour Participant by or as a result of participation on the Tour. The Tour Participant also agrees to indemnify, reimburse, hold harmless and release

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Tour Organizer from and for any financial obligations or liabilities that Tour Participant may incur or any damage or injury to the person or property of others caused by the Tour Participant while participating on the Tour.

WAIVERS

General Waiver

The Tour Participant shall indemnify and hold the Tour Organizer free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from or on account of the Tour Organizer's activities or omissions in connection with this Agreement, as well as the costs, including attorneys' fees, of defending against them. By signing this Agreement, the participant releases the Tour Organizer and her/his representatives from all responsibility and liability.

Waiver from Liability for Tour Participant's Travel and Condition

The Tour Organizer takes no responsibility or liability for, and the Tour Participant expressly waives any right to hold Tour Organizer liable for: 1. any changes or delays in air schedules, missed airline or other carrier connections, or other services; 2. injury, loss, or damage to persons or property, including luggage; 3. additional expenses resulting from changes in exchange rates, tariffs, or schedule; 4. defect in any vehicle or the act or default of any company or person engaged in conveying the Tour Participants, or in carrying out the arrangements of the Tour, or otherwise; 5. additional expenses incurred or due to sudden sickness, weather conditions, strikes, terrorism, or other causes or acts of God; 6. losses due to cancellations.

Waiver of Liability for Tour

Tour Organizer is making all arrangements pertaining to the Tour, including hotel and restaurant reservations in order to provide the activities, transport and meals described in the Itinerary. The Tour Organizer takes no responsibility or liability for, and the Tour Participant expressly waives any right to hold Tour Organizer liable for: injury, death, delay, theft, damage, or irregularities, however caused.

Waiver of Liability for Full Tour Accommodation

Tour Participant acknowledges that Tour Organizer is making certain limited arrangements pertaining to the Tour for Tour Participant, including hotel reservations, transportation between hotels, and day to day operation of the Tour. As a condition for the provision of these services, Tour Participant expressly waives any right (whether in contract, tort, or both), to hold Tour Organizer liable for delay, theft, damage, injury, terrorism, or irregularities, however caused. The Tour Organizer takes no responsibility or liability for, and the Tour Participant expressly waives any right to hold Tour Organizers liable for: 1) any changes or delays in air schedules, missed airline or other carrier connections, or other services; 2) injury, loss, or damage to persons or property, including luggage; 3) additional expenses resulting from changes in exchange rates, tariffs, or itinerary; 4) defect in any vehicle or the act or default of any company or person engaged in conveying the Tour Participants, or in carrying out the arrangements of the Tour, or otherwise; 5) additional expenses incurred or due to sudden sickness, weather conditions, strikes, war, terrorism,

quarantine or other causes or acts of God. 6) losses due to cancellation; 7) changes in the Tour itinerary; 8) physical, mental, emotional, or spiritual injury as the result of participating in the Tour; 9) disappointment or dissatisfaction about the Tour.

REFUNDS AND CANCELLATION

Cancellations by Participant

All requests for cancellation must be submitted in writing, via email at admin@fatimabacot.com Tour Participant will be entitled to a refund of a portion of the remaining Tour Fee in the amounts provided below:

\$1000 Deposit/fee is non-refundable, whether payment originally paid upfront in full, or via instalments. Further, Tour Participants is subject to the following:

After 1 July 2019, 40% of full fee is non-refundable.
After 15 July 2019, 60% of full fee is non-refundable.
After 1 August 2019, 80% of full fee is non-refundable.
After 15 August 2019, 100% of full fee is non-refundable.

- Tour Organizer is not responsible for airline or travel arrangements by the Tour Participant, and Tour Organizers assume no responsibility or liability for losses due to cancellations arranged by the Tour Participant. Tour Participants are responsible for seeking refunds on their tickets from the airline carrier from which their ticket is issued. Some airline tickets might have penalties or surcharges for cancellation, or may be completely non-refundable. The purchase of insurance is thus a mandatory requirement for this Tour.
- There will be no refund for any participant who attends the Tour, or who leaves Tour prior to its conclusion, for whatever reason.
- Complaints about the Tour will not result in any partial or full refund.

Cancellation by Tour Organizer

Although unlikely, Tour Organizer reserves the right to cancel the Tour due to low enrolment or if, for any reason, it determines the conduct of the Tour is no longer viable. Should the Tour Organizer cancel the Tour, the Tour Organizer will refund all monies received. In the event this happens, Tour Participant agrees that he/she is entitled to only and will accept only the refund of all monies received by the Tour Organizer as the Tour Participant's sole remedy and entire compensation in relation to the Tour, and the Tour Organizer shall have no other obligation, duty or liability to Tour Participant for any loss, injury, refund or claim whatsoever.

RIGHT TO REFUSE SERVICE

The Tour Organizer reserves the right to accept, decline, or retain any person as a Tour Participant at the Tour at any time without liability and without any obligation to pay a refund or any other amount whatsoever. The Tour Organizer takes no responsibility or liability for

any Tour Participant who leaves the Tour prior to its conclusion or for any activity undertaken by any Tour Participant that is not included in the Itinerary or other itinerary.

The Tour Organizer reserves the right, in its absolute and sole discretion, to decline to accept a Registration from (and refund any funds paid it by Tour Participant) or to exclude from further participation any Tour Participant it judges to be incapable of meeting the rigors and requirements of participating in the activities, or any person whose actions and or behaviour may impede trip operation or potentially impede the rights, general welfare or enjoyment of other Tour Participants.

The Tour Organizer shall owe no refund to any Tour Participant it excludes from the Tour at any time during the course of the Tour and the Tour Organizer shall have no other obligation, duty or liability to Tour Participant for any loss, injury or other claim. Further, it will be the Tour Participant's sole responsibility, not that of the Tour Organizer, to arrange to return home at Tour Participant's own expense.

Disclaimer of Warranties

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. TOUR ORGANIZER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Choice of Law and Forum

Governing Law and Choice of Forum: this Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed and determined by Australian law, including any laws that direct the application of another jurisdiction's law. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) will be resolved exclusively in Australia, under Australian Law, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

Entire Agreement

This Agreement may be modified only by the written consent of both parties hereto. This Agreement represents the entire Agreement between the Tour Participant and the Tour Organizer with respect to the subject matter hereof. There is no other contract or agreement between the Tour Participant and the Tour Organizer, stated or implied. There shall be no waiver of the rights of the Tour Organizer by the failure to enforce that or any other right hereunder. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of the rest of the Agreement.

KNOWING AND VOLUNTARY EXECUTION

I, the Tour Participant, have carefully read this Agreement fully and understand its contents. I am also aware that this Agreement contains releases and waivers of liability, agreement to hold harmless and covenants not to sue (hold harmless), limitations of liability, and assumption of risks and promises to indemnify. I voluntarily and knowingly agree that in signing this Agreement I have given up substantial rights. I understand this Agreement constitutes a contract between myself, as Tour Participant, and Fatima Bacot, as Tour Organizer, and I sign it of my own free will.

TOUR PARTICIPANT:

Signed:

Date _____

Printed Name

TOUR ORGANIZER (FATIMA BACOT)

By:

Date _____

Printed Name
