Yacht and Yogi General Terms and Conditions Policy for Groups

The general terms and conditions below are in effect, unless otherwise indicated on the specific tour and/or group master contract.

**PASSENGER AGREEMENT**: All passengers are required to complete a Passenger Agreement prior to travel and, by so doing, formally accept Yacht and Yogi Travel’s Terms & Conditions. Passengers booking online will be required to complete the Passenger Agreement at the time of booking. Passengers booking via telephone will be provided a verbal review of the Passenger Agreement, which will be delivered via email shortly after the time of booking. Customers who are unable to receive and complete their Passenger Agreement via email may request the Agreement be provided via fax or mail. Travel documents will not be released without a completed Passenger Agreement. Yacht and Yogi reserves the right to cancel bookings and return deposits without a completed Passenger Agreement. The Passenger Agreement incorporates these Terms & Conditions including the following Release from Liability, Assumption of Risk and Arbitration Clauses. Completion of the Passenger Agreement constitutes agreement to these Travel Terms & Conditions and Yacht and Yogi’s Release from Liability, Assumption of Risk and Compulsory Arbitration Clause.

**Deposits:**(unless otherwise indicated on the specific tour and/or group master contract): All tours require a minimum deposit of $600 per person inclusive of taxes & fees. Cancellation penalties apply. See Cancellation Penalties and Refunds.  Generally, bookings made more than 120 days from departure will require only a deposit. Some programs may require you to purchase non-refundable airline tickets at the time of booking, in addition to the required tour deposit. There may also be other exceptions.  Final payment is due as specified on your invoice. If final payment is not received by the date it was due, we will automatically charge the balance due to your credit card if your credit card was provided.  If you are using a Debit Card as a Credit Card, your financial institution may set limitations and restrictions. Please check with your bank or financial institution before submitting your reservation or final payment.

**On Board Accommodations:** Yacht and Yogi does its best to select the most comfortable and pleasant vessels available. However, the client must be aware and acknowledges that on-board accommodations tend to be tighter and smaller than typical hotel accommodations. **We strongly advise clients to understand that on a boat, spaces are smaller, walls are curved, beds may be tapered or “oddly” placed and storage is limited. Knowing this, clients must judge for themselves beforehand if such accommodations will be acceptable to them.** Clients understand that no refund nor legal claims regarding the selected boats, rooms and /or services will be possible once this contract has been signed and agreed upon.

**Calm Seas:** While calm seas are always hoped for, and historically speaking, the seas around Greece tend to be calm between the months of May and October, one can never be sure. The client understands that no refund will be issued by Yacht and Yogi for seasickness, rough seas or weather. The boat always has on board a remedy for seasickness that can be made available to the client, should they desire it.

**Land Deposits:** Hotel space has not been requested or confirmed for your group at this time.  In order to proceed with land operations, we require a group deposit as stated in the “Payment Schedule” section of this contract.  Hotels confirmed will be as indicated or similar, depending on space availability at the time of booking. All rooms are based on “run of the house” category and supplements may apply to guarantee specific room preferences.  On occasion, hotels may require a larger group deposit in order to block space.  We will advise you of these requirements if they are requested.

**Hotel selection:** It is the responsibility of client to ensure that the hotels and venues that are suggested and selected in this proposal are adequate for their clientele.  Yacht and Yogi cannot and will not be responsible for room sizes, room air condition, room amenities, room service which vary and differs throughout the world, countries, cultures and hotels. We strongly advise client to peruse hotel rating web sites such as Tripadvisor.com to get an approximate “feel” and “judgment” on each suggested and selected properties, to insure that selected hotels/rooms will be adequate to the client's group travelers.  Client understand that no refund nor legal claims regarding the selected hotels, venues, rooms and /or services will be possible once this contract has been signed and agreed upon.

**Accommodations:** If a hotel substitution must be made, a comparable class of hotel will be used.  Single rooms in Europe are usually small and often not as well situated as double rooms.  Any complaint regarding the hotel must be brought to the attention of the hotel management as early as possible during your stay and, if not resolved to your satisfaction, should be notified to Yacht and Yogi in writing. In the unlikely event that the hotel management cannot provide the booked accommodation, the client understands that the hotel management responsibility is to find an alternative of at least a similar standard, and provide transportation as appropriate to this alternative hotel.  Yacht and Yogi shall have no liability in respect of any other costs, losses or damages existing out of or in connection with existing travel arrangements, relocation of accommodation since such relocation is outside Yacht and Yogi’ control.

**(a) Your accommodation:** All successful confirmations will be issued a Voucher with a reference number, which is shown on the hotel voucher provided by Yacht and Yogi. This hotel voucher shows the details of the booking made with the hotel. It is important that you check the hotel details and itinerary are correct to eliminate all possibility of misunderstanding. You must take this with you to the hotel. Likewise, if you do not receive a confirmation via email after making the booking, then please contact us.

**(b) Alterations at the hotel:** Should you decide to alter the arrangements at hotel, the hotel will do its best to accommodate such arrangements, but will not be held responsible should they fail to do so.

**Hotels Check-in times:** Hotel rooms are usually not ready for check-in until after 3 pm.  If your flight is arriving early, especially European flights, you should plan for the day's activity until your room is available. Most hotels will store your luggage until your room is ready.

**Air Conditioning:** Yacht and Yogi is not responsible for air conditioning standards or availability, as these factors can vary greatly between properties and countries.  Some hotels amenities / facilities are seasonal such as swimming pools, terraces, rooftops etc. and many not be opened or hotels may have renovations during the course of the year.  Yacht and Yogi will not be held responsible for hotel renovations, noise and/or closure of certain hotel area / facilities.

**Single or Triple Accommodations:** are limited and subject to availability. The single supplement rate is quoted on the basis that single rooms shall not exceed approximately 20% if the total rooms required, unless otherwise agreed and confirmed.  Some hotels may charge a further fee should the group exceed this configuration.

**Drinks & Meals Policy:** All breakfast include juices, tea and coffee.  Contracted lunches and dinners include tea and coffee but unless otherwise stated do not include mineral water, wine, beer or other alcoholic beverages.  Where wine is included with a meal it is done so on the basis of house white or red wine.  No refunds for meals not taken onboard a cruise ship.

**Items not included:**  Yacht and Yogi programs do not include items of a personal nature such as laundry, hotel extras, Spa or wellness centers, telephone or Wi-Fi charges and drinks with meals (unless otherwise stated in a proposal).  All passengers are responsible for settling such accounts before checking out of each hotel.  Hotels, Airport and airline taxes and fees are not included unless specified.

**Airport to Hotel / Ship Pier transfers:** Round-trip airport to hotel transfers may be included when the tour is purchased air-inclusive (check details of your tour to see what is included).  If you make your own air arrangements, travel from a non-group airport, or extend your vacation, transfers are not included. Transfers may, however, be arranged upon request at an additional cost. Round-trip transfers from the airport to the ship pier are included in the air/sea packages only.

**Baggage Handling:**  One piece of standard airline baggage per person is included unless otherwise specified.  Passengers bringing baggage in excess of this amount may incur a surcharge.  For the sake of passenger comfort, it is recommended that passengers limit baggage to 1 suitcase per person plus 1 carry on.  Airline baggage fee policies differ from airline to airline and fees may apply to check your baggage. Please contact the airline on which you are traveling for specific rules and baggage fees. On escorted coach trips, our tour Directors may assess a onetime fee of $25 per piece if you exceed your luggage allowance of one piece of luggage on a coach tour.  You may also bring one carry-on bag that complies with the airline rules and must fit either under your seat, or in an overhead compartment. It is your responsibility to porter this bag. Baggage handling, if included, begins curbside at the airport upon arrival and is limited to one bag per person.  You are required to handle your own baggage if transferring between terminals.  On all tours, you are responsible for complying with the airline regulations concerning their baggage allowances and with the airline restrictions on the size, weight and contents of your carry-on bags. You may be disappointed if you are carrying items of necessity in your carry-on bag, and the airline asks you to check it in at the airport because it didn’t meet their requirement. You will be responsible to pay for any additional baggage charges imposed by the airline or transportation companies. Check with the carrier for luggage guidelines. Luggage travels at owner’s risk throughout. We are not responsible for loss or damage of luggage or personal belongings. Our protection plan is strongly recommended to cover loss or damage of luggage.  Yacht and Yogi nor its representatives, assumes no responsibility for loss of, or damage to, baggage or any passenger’s personal belongings.  It is recommended that passengers purchase baggage insurance.

**Planning and Operations**:  Included.

**Visas and passports:**  As of the time of going to print, a valid Government-issued photo ID is required at time of check-in for all domestic flights. A valid passport is required for travel outside the United States. If possible, you should renew your passport approximately nine (9) months before it expires. Many countries require that your passport be valid at least six (6) months beyond the dates of your trip. Some airlines will not allow you to board if this requirement is not met. Select countries require additional documentation for children under the age of 18 years. All travelers are responsible to contact the consulate of the country and/or countries they are traveling to for entry requirements and necessary documents, such as visas. For the latest information on travel requirements, log on to the consulate websites. Non-U.S. citizens may have different entry requirements than U.S. citizens.

**Group Review:**

180 Days Prior: Initial names are required.  Review of names and reduction of unsold space by 25% (blocked air space must be reduced to actual group size), and deposit is due.
120 Days Prior (unless otherwise agreed): Finalization of group with names and final payments required.

**Tariff, fuel surcharges and Exchange Rate Fluctuations:** All prices are quoted using the prevailing rate of exchange between the Euro and the USD from the date the original offer was made. If the rate of exchange changes by more that 4%, Yacht and Yogi reserves the right to revise the selling rates according to the current exchange rate between the Euro and the USD.  Yacht and Yogi reserves the right to change the price of the tour/program before it commences due to fuel surcharges, currency fluctuations, tariff increases from common carriers and suppliers, etc. If there is a surcharge to be applied such notice will be given no later than 30 days prior to the start of the tour or program.

**IMPORTANT NOTE ON FUEL SURCHARGES:** Fuel surcharges imposed by the airlines are valid at time of contract and are included in the price of your tour.  As fuel continues to fluctuate, if the fuel surcharges change prior to your departure date, you will be assessed this additional amount.

**Air arrangements:**  We negotiate special Economy class rates with many major carriers, as well as chartered air carriers.  Fares and schedules are based on regular scheduled carrier service. All applicable airline rules apply and schedules are subject to change. Basic airfares include fuel surcharges, airport departure taxes, passenger facility charges (PFCs), customs or immigration fees, but do not include excess baggage charges and other airline imposed fees. We cannot be responsible for flights that are occasionally overbooked, delayed, or canceled by the airlines. All fares and schedules are subject to change without notice. If the airline imposes higher fares, you are required to pay the additional amount. Late bookings are most likely to result in higher airfare.  Air inclusive group packages are non-changeable and non-refundable once deposit has been paid.  Rules and fees for canceling and revising airfares vary depending upon the type of airfare purchased. Refundable airline tickets will be processed once the original paper tickets (if applicable) are returned to us via a traceable method of mailing. E-tickets do not need to be returned. Lost paper tickets have no refund value.  For mileage accrual information, please contact the carrier directly for details

**Air deviations:** Routing deviations are not permitted and must be booked and ticketed separately from the group.  Date deviations are permitted on the westbound sector of the itinerary only.  A $100 per person non-refundable fee applies, as well as any additional fees and/or fare differences imposed by carrier.

**Flights, frequent flyers miles:**  We negotiate special Economy class rates with many major carriers, as well as chartered air carriers. Air arrangements are subject to restrictions on choice of routing, direct or non-stop flights, arrival times, eligibility for frequent flyer miles and seat assignments. For mileage accrual information, please contact the carrier directly for details.

**Seat assignments:**  Through our strategic partners, we block group seats with many major carriers, as well as chartered air carriers.  We have absolutely no control over seat assignment. Specific seat requests are subject to availability at airport check-in only or passengers may contact the airlines for individual specific seating once tickets have been issued.  Bulkhead and exit row seats are considered at airport check-in only.  Passenger “Record locators” are assigned by the airlines once the airlines has ticketed each passengers from the group block. This usually occurs between 60 to 30 days prior the departure date.   After the airlines have assigned each traveler a “record locator”, travelers may contact the airlines directly to discuss his or her seat preference. Airlines may impose additional fees for specific seats.

**Airline Deposits:**  When your land deposit is received, we will request the appropriate air space.  Most airlines now require a “per seat” or full amount deposit to hold space once your group has been confirmed.  Deposits vary with each airline, as well as their terms and cancellations penalties.  Generally, the deposits range from $50 to $75 per seat. Once air space is confirmed, we will advise you of the exact terms and conditions of the deposit.  Airfares quoted are based on non-refundable, contracted fares booked in a specific class of service, and are subject to space availability.  In the event that the airline cannot confirm the required class of service, we will negotiate for the next best possible airfare and advise you of the supplement.  Once issued, air tickets become non-refundable – unless specified otherwise.

**Taxes and Service Charges**:  As of the date of this proposal local and central government taxes are included for all services as levied by the governments of the USA and countries visited as specified.  In the unlikely event that tax structures are amended at any time prior to the travel date, Yacht and Yogi will pass on all such additional taxes to the travel agent or group organizer, for collection. Airport and airline taxes and fees are not included.  A gratuity guideline will be supplied for services where it is not included.

**Tour Rate Does Not Include**:  Passport fees, visa fees, visa handling fees, laundry, valet service, gratuities on ships, gratuities to guides and drivers, airport taxes wherever levied, additional baggage in excess of allowance, baggage and accident insurance, wines and liquors, mineral waters, food and beverages not on the menu of the included meals, unless otherwise specified in the itinerary, and any other expenses of a personal nature.

**Gratuities**: Gratuities are not included to the motor coach driver and tour guide.  These are at the participant’s discretion.  A guideline for gratuities is €6.00 per day per person for the Skipper / Captain, €6.00 per person per day for the hostess, €5.00 per person per day for the yoga instructor, €2.00 per person per day for the guide and €1.00 per person per day for the driver and €3.00 per day for a driver/guide (one person) operation.

**Contact Information**: Pursuant to TSA Secure Flight requirements, passengers are responsible to provide Yacht and Yogi with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, email and fax data for all passengers. Passengers must ensure that names are correctly listed on their invoice. Yacht and Yogi will not be responsible for passengers who do not receive an invoice or documents or are denied boarding due to inaccurate information.

**Travel Documents:**  Travel documents will be sent approximately 2 weeks prior to departure, providing full payment has been received. Yacht and Yogi is not responsible for lost or stolen documents; therefore, any re-issuance of documents may be assessed their full face value and may include increase in cost. A special handling fee of $35 will be assessed to bookings that require overnight express delivery. Overnight delivery requests will be accepted up until 2 p.m. Eastern Time, Monday through Friday. No Saturday or Sunday deliveries. Some trip documents are sent as E-Documents by email. For all trip documents, it is your responsibility to check the accuracy of your airline tickets and all other documents. You are responsible to ensure that your full, official name is provided to us at the time of booking, exactly as it appears on your valid passport. It can cost up to $250 or more per person for a name change or other ticket adjustments, plus any fare increase if applicable, due to re-ticketing. The airline will deny boarding if your airline ticket or documents do not match your passport.

**Insurance:**  Yacht and Yogi make every effort to ensure that all suppliers /contractors carry appropriate insurance for the supply of the service they are providing. However, it shall be the responsibility of all persons to purchase their own travel insurance. **Yacht and Yogi will not allow persons to join the group without first having purchased travel insurance for the trip.**

**Travel protection plan:** It is strongly recommended that you take advantage of our Travel Protection Plan in the event that you need to cancel or interrupt your trip, require emergency medical assistance, experience a travel delay or lose your baggage.  The plan that we suggest is administered by a third-party travel insurance provider and the contract for this service is therefore between you and the Insurance Carrier and based on their terms and conditions.  It is your responsibility to read and study the travel insurance plan suggested and to understand its Terms & Conditions - as listed on their web site or brochures, so that you may select an insurance plan that is adapted to your specific needs and requirements.  All insurance claims have to be directed to the Travel Insurance company. Those terms and conditions are provided on their website. The Travel Protection Plan is not in effect until your payment for the plan is received, and the Travel Insurance premium is non-refundable

**Safety - Behavior:** It is the responsibility of each individual client to ensure that they do not behave in such a way as to cause offence or danger to themselves or others, or which risks damage to property. Each client shall be responsible for any injury or damage caused by their failure to behave in a safe and proper manner.  It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offense or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel or apartment managers) and Yacht and Yogi have the right to terminate arrangements made on your behalf, in which case the company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse immediately, before the trip is over, Yacht and Yogi and it's affiliates plus boat, hotel or apartment damages for any expenses whatsoever as a result of your behavior.

**For your safety and for the safety of all the other passengers, each individual client must follow all the skipper’s instructions quickly and without resistance.** **Know that the skipper has the last word in all matters.** All clients must be willing and able to follow the instructions of the boat crew, and any client who does not follow the instructions of the boat crew will be forced to disembark at the next port where they will have to find their own way home and they will not be refunded any portion of the trip. If a client is not willing or able to follow the instructions of the ship’s crew, they should not join this trip..

**Itinerary variation:** We will make every effort to operate all tours as advertised. Situations may arise, voluntarily or involuntarily, that require changes or exceptions in the airport of departure, the itinerary, land arrangements, hotels, trains or ports of call. On these occasions, we reserve the right to make such modifications and substitute conveyances/hotels as deemed necessary. While the weather in Greece between the months of May and October is usually mild and ideal for sailing and outdoor activities, we cannot predict the weather and wind conditions. The skipper may choose to make last minute changes to the itinerary to take account of the weather, wind conditions and other circumstances. Such changes may include staying put in one location for a few days or changing the islands that will be visited.

**Changes to a service or a reservation**:

Any changes to or deletions from the program by an individual, including air deviations from the itinerary (prior to ticketing) and name changes on this land portion are subject to a charge of $50.00 per change, per person (plus any additional costs in airfares, airlines deviation fees or services these changes may incur).  Once issued, airline tickets cannot be changed for re-routing.  Name changes due to spelling corrections are subject to airline rules, and penalties for re-ticketing will apply. In the unlikely event that it becomes necessary or advisable, or for any reason whatsoever, to alter the itinerary or arrangements, such alterations may be made.  Additional expenses, if any, shall be borne by the passengers; conversely, refund will be made to the passengers if any savings is affected thereby. We reserve the right to decline, to accept or retain any person as a member of any tour at any time, and a refund for the unused portion of the tour is the limit of our liability in such instance. The usual passage contract in use by the applicable transportation company, when issued, shall constitute the sole contract between said transportation company and the purchaser of this tour and/or the passenger.  THERE IS NO REFUND FOR ANY UNUSED PORTION OF THE TOUR.  RECEIPT OF YOUR DEPOSIT AND COUNTERSIGNED COPY OF OUR PROPOSAL SHALL BE DEEMED CONSENT OF THE ABOVE CONDITIONS.

**Optional Tours and Sightseeing:** On certain programs, we offer a variety of optional tours that can be pre-purchased prior to your departure. For others, you will receive information about optional tours (if available) for purchase upon arrival in your destination. We review these tours and the companies operating them, for appropriateness and quality. Generally, you should sign up for the optional tours you wish to take at the start of your tour. You are under no obligation whatsoever to participate. Sightseeing is subject to final arrangements by local tourist authorities, based on conditions such as minimum number of participants required to operate, weather, time, etc.  Facilities such as museums and banks, restaurants and sightseeing tours maybe closed on certain dates due to, but not limited to, religious holidays and national and regional celebrations.

**Group - Individual pictures taken during a trip:**  Yacht and Yogi staff may take photographs of individual(s) of group participants during a trip.  By participating in a Yacht and Yogi trip, you grant Yacht and Yogi the right to use the photographs in connection with the identified event to be used for any lawful purpose including marketing, publicity, illustration, advertising and web content purposes – without payment of any compensation to participant..

**Travelers requiring special assistance - disabled participants:** If you (participant) have a disability and reasonable accommodation may enable you to use the services, please let us know how you believe we can help. Participant must inform us in writing, at or immediately after making the reservation, but in any event as early as possible, of any mobility impairment or other condition, whether physical, emotional or mental, which may require accommodation or use of an assistive device during the travel. If the impairment or condition first arises after making the reservation, participant must inform us in writing as early as possible. We may consider, and may confer with participant, the cruise operator, airlines, hotels and other service providers regarding possible accommodations. A reasonable effort will be made to accommodate special needs, but we are not responsible for denial of service by carriers, hotels, or other independent suppliers. A participant, who, due to impairment, is not self-sufficient, may be required to travel with a companion who shall take responsibility for assistance needed during the travel and in case of emergency. An individual with a disability that would result in a direct threat to the health and safety of others or to that individual may be excluded, if it is determined there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable accommodations, policies, practices, procedures assistive devices or services. If participant fails to timely inform us of any impairment or condition, and it is determined based on information that participant should have provided, that participation poses a safety risk to participant or direct health or safety threat to others, participant may be excluded from parts or all of the travel. We shall have no liability to participant relating to any condition, treatment, failure to inform us of an impairment, or resulting exclusion. We regret that we cannot provide individual assistance for walking, dining, embarking/disembarking transportation, and/or for other personal needs. A qualified companion must accompany travelers who need such assistance.

**Pregnancy:** For the safety of parent and child, and depending on various circumstances, passengers who are at an advanced stage of pregnancy (after 5 months) may be subject to restrictions or exclusion concerning their ability to travel and/or board a ship. Please inform us immediately, so we can assess your personal circumstances and possible accommodation.

**Special requests:** We will make reasonable efforts to secure special request and dietary needs. However, requests cannot be guaranteed. For room requests other than what is advertised, there may be an additional cost. We cannot be held responsible for the failure of carriers, hotels or other suppliers to deliver such requests.

**Tour Cancellation:** We reserve the right to cancel the entire trip (or any component of the trip) for any reason and/or time. In this event, our liability, if any, shall be limited to and liquidated by refunding to each prospective participant the payments made.

**Complaints:** Yacht and Yogi is concerned that all booked services are provided. In the event of any complaint concerning a service, the complaint should in the first instance be raised with the appropriate supplier/contractor. In the event that the complaint is not resolved, the client should call Yacht and Yogi emergency number 917-447-9285.  A written complaint shall be made to Yacht and Yogi within seven days after the termination of the tour. No complaint shall be entertained outside of seven days after the termination of the tour.

**CANCELLATION POLICY**

No charges other than the non-refundable initial deposit are levied for individual passengers canceling up to 120 days prior to the commencement of Yacht and Yogi services.  However, services which have been prepaid by Yacht and Yogi on behalf of individual clients maybe non-refundable, non-exchangeable, non-changeable and/or maybe subject to a cancellation- change fee (e.g. theater tickets, Train tickets, Airline Tickets, Event Tickets, Passes, Entrance fees etc.).

**Full cancellation:** (unless otherwise indicated on the specific tour and/or group master contract)

**Changing the dates of the group stay is deemed to be a full cancellation;** the application of the terms and conditions relating to cancellation apply. Failing to pay the contractual deposits (other than the initial deposit) constitutes a cancellation. In the event of non-compliance with the payment due dates, Yacht and Yogi shall have the right to demand the Customer to immediately pay the outstanding balance for the group. Payment shall then be received by Yacht and Yogi within eight days as of the date of Yacht and Yogi’s written request. Should payment not be received within this time limit, the group stay shall be deemed to be canceled by the Customer. In the event of full cancellation of the agreement by the Customer, which is not justified by Yacht and Yogi’s failure to meet its obligations, cancellation penalties shall be invoiced and calculated as follows:

**First deposit:**  Non refundable
Up to 120 days prior departure: 20% penalty of the total cost per person
From 119 to 91 days prior to departure:  35% penalty of the total cost per person
From 90 to 65 days prior to departure: 50% penalty of the total cost per person.
From 65 to 45 days prior to departure: 75% penalty of the total cost per person.
From 45 to day of departure or No Show: 100% penalty (for group or individual cancellations).

\*\* The first deposit is non-refundable. All subsequent deposits are non-refundable.

If a passenger cancellation creates a change in the price schedule, the tour price will be revised based on the remaining number of participants.  A passenger becoming a single as a result of a partner’s cancellation must pay the single supplement.

NOTE: The following non-refundable fees will be added to the penalty charges listed on the cancellation schedule above:

•    Travel protection premiums.
•    Airline tickets - airline penalties, which may be up to 100% of the ticket value.

Refundable airline tickets will be processed once the original paper tickets (if applicable) are returned to us via a traceable method of mailing. E-tickets do not need to be returned. Lost paper tickets have no refund value.

**Partial cancellation:** (unless otherwise indicated on the specific tour and/or group master contract)

A partial cancellation corresponds to a reduction in the amount of the quote, for any reason whatsoever: reduction in the duration of the stay, number of persons and/or services reserved. In the event of partial cancellation of the agreement by the Customer, which is not justified by Yacht and Yogi’s failure to meet its obligations, cancellation penalties shall be invoiced and calculated based on the date on which the notification of the cancellation is received:

    Above 90 days: partial cancellation allowed
    From 90 to 60 days: 40% of number of rooms per night can be canceled
    From 59 days to 45 days: 20% of number of rooms per night can be canceled
    From 44 days to 31 days: 10% of number of rooms per night can be canceled
    From 30 days to day of departure:  No partial cancellations allowed.

\*\* The first deposit is non-refundable. All subsequent deposits are non-refundable.

If a passenger cancellation creates a change in the price schedule, the tour price will be revised based on the remaining number of participants.  A passenger becoming a single as a result of a partner’s cancellation must pay the single supplement.

NOTE: The following non-refundable fees will be added to the penalty charges listed on the cancellation schedule above:

•    Travel protection premiums.
•    Airline tickets - airline penalties, which may be up to 100% of the ticket value.

**General Provisions:**

**Cruise and Cruise Tour Itineraries:** We seek to provide services as published or stated in the final documents. But deviations to planned tours, cruises, itineraries or any other aspects of the travel may occur. If conditions make tour or cruise routes unsafe for traveling / navigation or in other respects, or raise sufficient doubt about safety, we reserve the right to modify or provide alternate services. These may include, but are not limited to, providing accommodation on the docked ship and/or substituting ground arrangements. An effort will be made to try to arrange elements of the tour or cruise similar to those originally planned. But the level of similarity may vary. Such changes will not entitle you to any credit or a refund. Tours and/or cruise routes, and all other aspects of the tour/cruise and travel are subject to change with or without notice.

**General Policy:**

Any changes to or deletions from the program by an individual, including air deviations from the group itinerary (prior to ticketing) and name changes on this land portion are subject to a charge of $50.00 per change, per person (plus any additional costs in airfares, airlines deviation fees or services these changes may incur).  Once issued, airline tickets cannot be changed for re-routing and are 100% non refundable.  Name changes due to spelling corrections are subject to airline rules, and penalties for re-ticketing will apply.

In the unlikely event that it becomes necessary or advisable, or for any reason whatsoever, to alter the itinerary or arrangements, such alterations may be made.  Additional expenses, if any, shall be borne by the passengers; conversely, refund will be made to the passengers if any savings is effected thereby. We reserve the right to decline, to accept or retain any person as a member of any tour at any time, and a refund for the unused portion of the tour is the limit of our liability in such instance. The usual passage contract in use by the applicable transportation company, when issued, shall constitute the sole contract between said transportation company and the purchaser of this tour and/or the passenger.  THERE IS NO REFUND FOR ANY UNUSED PORTION OF THE TOUR.  RECEIPT OF YOUR DEPOSIT AND COUNTERSIGNED COPY OF OUR PROPOSAL/CONTRACT SHALL BE DEEMED CONSENT OF THE ABOVE CONDITIONS.

**The ship:** This Agreement governs the relationship between you, the passenger, and the owner and/or operator of the ship as well as their affiliates, subsidiaries and parent companies and also their respective agents, employees, and independent contractors (collectively, the "Operator"). The provisions of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea (1974) and the International Convention on Limitation of Liability For Maritime Claims (1976) are incorporated in this Agreement except where the terms conflict with any mandatory provision of law or international convention, including, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation (1988), in which case the provisions of that law or convention prevail. The Operator shall be liable in accordance with the provisions and limitations of the 1974 and 1976 Conventions which, in most cases, limit liability for death, personal injury, and lost or damaged property. 1974 limits actions to be taken within a period of two years. Notwithstanding, in no case shall an action be brought after the expiration of a period of three years from the date of disembarkation of the guest or from the date when disembarkation should have taken place, whichever is later. The Operator shall not be liable for lost or damaged valuables, except where such valuables have been deposited with it for the purpose of safe-keeping in which case the Operator shall be liable up to the limit provided for in the Conventions. Where any of the Conventions permit us to apply a deductible, Operator may apply that deductible. Nothing contained in the Agreement shall be construed to deprive the Operator of the benefit of Subtitles II and III of Title 46, United States Code, or of any other Convention, Statute or law whatsoever which might be applicable providing for exoneration from or limitation of liability.

**RELEASE FROM LIABILITY**: Yacht and Yogi Ltd., its owners, directors, officers, employees and affiliates, (collectively "Yacht and Yogi") does not own or operate any entity which is to or does provide goods or services for its trips including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Yacht and Yogi is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Yacht and Yogi is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, sailing, canoeing, rafting, hiking, walking, bicycling, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Yacht and Yogi. In addition, I release Yacht and Yogi from its own negligence and assume all risk thereof.

**ASSUMPTION OF RISK**: I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Yacht and Yogi, or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Yacht and Yogi and agree to hold harmless and release Yacht and Yogi from claims of third party negligence.
I understand the physical requirements of the activity in which I will be participating, and I currently have no known physical, medical or mental condition which would impair my ability to participate in this tour or my safety in this activity, and I am willing to assume all risks that may be created, directly or indirectly, by any such condition. I hereby authorize Yacht and Yogi or my local ground handler or others to arrange for any emergency medical treatment and hospitalization as may be necessary for me because of participation in this activity without my further consent.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this contract, the brochure, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration in Tampa, FL, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Florida law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

**VOLUNTARY PARTICIPATION**: I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Yacht and Yogi flyers or brochures or website relating to the trip, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved.

**KNOWING AND VOLUNTARY EXECUTION**: I have carefully read these Terms and Conditions and the booking information sections of this document, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Yacht and Yogi and agree of my own free will. By checking the Passenger Agreement box, I agree to these Travel Terms & Conditions and Yacht and Yogi’s Release from Liability, Assumption of Risk and Compulsory Arbitration Clause for myself, each member of my traveling party and any minor children accompanying me.

**Responsibility:**  It is the client’s responsibility to make sure that their participants read, agree, accept and abide to the terms and conditions as outlined in this master contract.    Yacht and Yogi acts as a sales agent for any airlines, hotels, car rental companies, cruise lines, transfer companies, sightseeing companies, or other service providers named on your ticket, other travel documents, or your itinerary (Suppliers”).  Yacht and Yogi is not responsible for acts or omissions of the Suppliers or their failure to provide services or adhere to their own schedules.  Yacht and Yogi assumes no responsibility for, and shall not be liable for, any refund, personal injury, property damage (including damaged baggage), or other loss (including lost baggage), accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the Suppliers; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned operated, or otherwise used or proved by the Suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Yacht and Yogi  control.  Yacht and Yogi has no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at destinations Yacht and Yogi recommends contacting the Travel Warning Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov.  For medical information, Yacht and Yogi recommends contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.  You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of you destination(s), and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s).  You hereby release Yacht and Yogi from all claims arising out of anything covered by this paragraph.

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to This Tour Agreement, or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Florida in accordance with the rules of the American Arbitration Association then existent.

Stated prices are based on rates in effect at time of printing for air, sea, fuel and land and are subject to change without notice. Itineraries may be subject to change due to events beyond the control of Yacht and Yogi.  By confirming the reservation with payment, the passenger/guest/travel agent acknowledges that they are aware and will comply with these terms and conditions. For the most current version of the General Information and Terms & Conditions, please visit www.JetVacations.com.  Yacht and Yogi is not responsible for typographical errors and omissions.