

TERMS & CONDITIONS HEARTSPACE RETREAT CABO SAN LUCAS

PLEASE READ THE TERMS AND CONDITIONS OF TRAVEL CAREFULLY BEFORE BOOKING.

Your participation in this program is accepted only in accordance with, and expressly conditioned upon, acceptance of these Booking Conditions and the Terms and Conditions your signature on the booking form indicates acceptance of these Terms & Conditions.

PROGRAM PRICE

Program price: Is based on agreements, foreign currency rates, tariffs, and taxes in effect prior to the program departure date. The program price rates are in U.S. dollars and will be confirmed at the time of booking. Prices are not guaranteed until full payment has been made. In addition, from time to time, additional fees or other charges may be levied by governments or other third party providers and these costs are the responsibility of the traveler. In the case of computer or human billing errors, we reserve the right re-notice participants with correct billing.

INCLUDED IN PROGRAM PRICE

ACCOMMODATIONS: as described in the detailed itinerary* **MEALS:** meals included as described in the detailed itinerary. **ACTIVITIES** – all activities, entrance fees as described in the detailed itinerary

TRANSPORTATION - air-conditioned transportation, and all necessary transfers as outlined in the itinerary. **INTERNATIONAL**

AIRFARE Is not included in the program tuition, but can be arranged at an additional fee with Nanda Journeys. **ROOMING DISCLAIMER** **A limited number of single rooms are available at extra cost on a first-come, first-served basis, but availability cannot be guaranteed.

NOT INCLUDED IN THE PROGRAM PRICE

TRAVEL INSURANCE – Nanda Journeys recommends that you purchase a travel protection plan to help protect you and your travel investment against the unexpected. **PASSPORTS, VISAS & IMMUNIZATIONS:** Each traveler is solely responsible for applying and securing a passport. Travelers are solely responsible for applying and securing all required travel visas. Costs associated with obtaining passports and visas are not included in the program price. All travelers are solely responsible to obtain re-entry documentation required for their country of residence. If for any reason a traveler is unable to obtain the necessary passport, visas and/or re-entry documentation, and withdraws from the trip as a result, standard withdrawal fees shall apply. Due to potential delays in obtaining U.S. or international passports, travelers are encouraged to obtain their passports as soon as they have enrolled in the program. Nanda Journeys suggests that you consult with a medical professional to seek advice regarding medical immunizations for your chosen destination. Such costs associated with immunizations are not included in the program cost. **COVID-19 VACCINATIONS:** Effective September 1, 2022. Due to the COVID-19 pandemic, some destinations may have specific requirements including but not limited to proof of a negative COVID-19 test, a vaccination and health insurance. These guidelines are in addition to, and may go beyond, Nanda Journeys requirements. It is your sole responsibility to understand the requirements specific to your travel destination(s). In addition, Nanda Journeys reserves the right to require additional documentation in order to participate on a program, in which case you will be informed of the requirements ahead of your trip.

Please note that some countries may refuse entry to anyone who has not been vaccinated against COVID-19 even if you are exempt from receiving the vaccine. This is outside of our control, but we will inform you, if known, at the time of booking or, if later, prior to departure if your journey is likely to be affected by such a restriction. Please also note that some countries may require visitors to have tested negative for COVID-19 within 72 hours prior to their arrival and to provide evidence of such

negative test. This is outside of our control, but we will inform you, if known, at the time of booking or, if later, prior to departure if such a restriction applies so that you can arrange a test. **PERSONAL EXPENSES:** Items of a personal nature such as laundry, alcoholic beverages, telephone expenses are not included in the program price.

APPLICATION, DEPOSITS AND PAYMENTS

Travelers should submit the booking form to Nanda Journeys along with a \$500 non-refundable deposit. The deposit is applied to the total cost of the program. The balance of payments is due in accordance with the payment policy below:

| Payment Due | Payment Amount |
|---|---|
| 120 days or more prior to departure | \$500 deposit |
| 95 days prior to departure | 50% program cost |
| 60 days prior to departure | 100% program cost |
| Checks should be mailed to ATTN Finance Dept. 500 Cathedral Dr #2377 Aptos, CA 95001 | Online payments with credit/ debit card can be made via Nanda Journeys' Payment Center at www.nandajourneys.com/payment-center.html . |

REFUND POLICY

| Cancellation timeframe | Refund |
|---|-----------------------------------|
| 90+ days | Full refund less \$500 deposit |
| 89-60 days prior to departure | Full refund less 50% program cost |
| 59-30 days prior to departure | Full refund less 75% program cost |
| 29 days or less days prior to departure | No refund |

Cancellation notice must be made in writing either via email or letter. Refunds are computed from the date notice is received at Nanda Journeys. Refunds will be provided in accordance with the cancellation timeframes above. Should a traveler withdraw voluntarily, for whatever reason, after the start of the program, no refund will be granted.

LATE PAYMENT AND OTHER FEES: A nonrefundable Late Payment Fee of \$50 may be assessed for each payment not received by the scheduled due date. Any payment that is returned or dishonored for non-sufficient funds (NSF), a stop payment order, credit card expiration, closure of account or for any other reason, may be subject to a non-refundable Returned Payment Processing Fee of \$50. If a credit card is used as the payment method, the payee should be aware of the credit card expiration date. It is the payees' responsibility to notify Nanda Journeys and to update his/her account. If the credit card expires a Returned Payment Processing Fee may be charged to the traveler's account.

TRIP CANCELLATION & TRIP CHANGES: Nanda Journeys reserves the right to make any changes deemed necessary by our team, travel guides, international travel partners or program instructors. Nanda Journeys reserves the right to cancel a trip in the event there are too few travelers enrolled in the program. Nanda Journeys will provide a full refund of all payments made or offer a transfer to an alternate program. Nanda Journeys will not be responsible for any costs incurred as a result of cancelling a program.

USE OF NAME AND LIKENESS: At times Nanda Journeys uses images, both still and video, of our travelers for promotional purposes. In signing this agreement, you acknowledge Nanda Journeys right to use these images without recourse or compensation.

Effective date of these Terms is September 1, 2022

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RESPONSIBILITY: Traveler's membership and participation in this program is accepted by Nanda Journeys only in accordance with, and expressly conditioned upon, these Terms and Conditions of Travel and the following statement of conditions and responsibilities: Nanda Journeys acts only as an agent in securing accommodations, transportation, sightseeing, tournament participation and other travel services and in no event shall NANDA JOURNEYS be liable or responsible in connection with or in respect of any acts or omissions of any third party, including but not limited to third party contractors, suppliers, and vendors who render services in connection with the program. All accommodations, transportation, sightseeing and other travel services are provided to travelers subject to all the terms and conditions under which they are offered to the public generally. Neither NANDA JOURNEYS nor its agents shall be liable for any loss, injury, delay, cancellation or damage to person or property resulting from, but not limited to, government actions or restraints, disturbances, hostilities, war, epidemics, breakout of disease, quarantines, labor disputes, machinery breakdown, weather conditions, natural disaster, delays, accidents, personal injuries, annoyance or inconvenience or any other Force Majeure event cause beyond its control. NANDA JOURNEYS shall not be liable for any additional expense incurred by any traveler because of any of the foregoing causes. If a program is cancelled due to a force majeure issue, Nanda Journeys shall be excused, discharged, and released from performance to the extent such performance is so limited or prevented, without liability of any kind including liability to make a refund. NANDA JOURNEYS and its agents reserve the right to decline to accept or retain any person as a traveler. NANDA JOURNEYS does not discriminate based on race, national origin, age, disability, gender, sexual orientation or any other category protected by applicable law. Should a traveler have a health or mobility limitation, allergy, severe sight or hearing limitation, or any other medical condition which could restrict or substantially interfere with the traveler's ability to participate in the program, an aide will be required to accompany the traveler. All travel and hiring expenses for the aide may be the responsibility of the traveler, including a single-room charge, if needed, unless otherwise dictated by applicable law. The traveler shall be solely responsible for monitoring and shall be able to self-administer, without supervision, any required and recurring medications, injections, or any other treatments. Program staff, leaders, guides, or any other third-party, will not hold or administer any medication or treatment that may be required for a traveler. The contents of food products cannot be controlled or guaranteed during travel. All special dietary needs, or monitoring the contents of food products, are the responsibility of the traveler. Should a traveler's health, physical infirmity, or general deportment, in the sole judgment of NANDA JOURNEYS and its agents, impede the operation of the program or the rights, welfare or enjoyment of other travelers, NANDA JOURNEYS and its agents have the right to terminate the traveler's participation. If this occurs, no refund will be given. The traveler acknowledges and agrees that NANDA JOURNEYS and its agents shall have the right to contact the traveler by means of telephone, cellular telephone, email or other correspondence.

Additional Risks: Travel involves some risk and each traveler acknowledges that there could be hazards of traveling in other countries, undeveloped areas, and that there are hazards when traveling by plane, car, bus, van, boat or other means of conveyance. Additional risks include animal interactions, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, differing standards of safety, risks associated with water, food, plants, insects, and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments

You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with NANDA JOURNEYS to participate in the trip and activities, you agree that you will not make a claim against NANDA JOURNEYS or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss or expense. You release NANDA JOURNEYS and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party. This agreement also binds your heirs, legal representatives and assigns.

APPLICABLE LAW/JURISDICTION: Any dispute, claim, disagreement or controversy, in law or equity, arising out of or relating to: (1) the Terms and Conditions of Travel; (2) the traveler's participation in all activities provided and/or organized by NANDA JOURNEYS or its agents; (3) the acts or omissions of NANDA JOURNEYS, its employees, agents, and representatives; (4) the acts or omissions of participants or third parties; (5) the organization and delivery of the program; or (6) any other agreement, document or provision of services, shall be governed by and construed in accordance with the internal laws of the State of California. Each of the parties hereto understand and agree that California law shall apply to any and all claims, disputes and controversies, of any kind, arising between the parties, as well as between NANDA JOURNEYS and any nonparty that claims rights through any party, on behalf of any party or in relation to any party. In addition, each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the application of California law to any action, suit, claim or proceeding. Each of the parties hereto hereby irrevocably and unconditionally agrees that any action, suit or proceeding shall only be brought in any federal and state courts located in Santa Clara County, California, and each party hereby irrevocably and unconditionally expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and hereby irrevocably and unconditionally waives (by way of motion, as a defense or otherwise) any and all jurisdictional, venue and convenience objections or defenses that such party may have in such action, suit or proceeding. Each party hereby irrevocably and unconditionally consents to the service of process of any of the aforementioned courts.

Guests who purchase from within California: Transactions entered into with NANDA JOURNEYS are covered by the California Travel Consumer Restitution Fund (TCRF) if the guest is located in California at the time of payment. Eligible guests may file a claim with TCRF if the guest is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded when required. The maximum amount which may be paid by the TCRF to any one guest is the total amount paid on behalf of the guest to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: (213) 897-8

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