

# Terms and Conditions

For the purposes of brevity, Red Monkey Travel is abbreviated as RMT.

## **Reservations and Payment Terms**

As RMT trips are very small groups and certain departure dates can fill quickly, early reservations are strongly recommended. All fees are per person, based on double-occupancy lodging (please see Single Supplement information below). A \$300 deposit, per person, along with a completed Trip Application Form for each participant, will reserve a place. Fifty percent (50%) of the balance is due and payable no later than 60 days BEFORE the trip departure date. For those booking a trip within 60 days of the trip date, the deposit will be 50% of the trip cost. The balance of the trip cost may be paid as late as Day 1 of the tour. If not paid, there will be no Day 2, and all monies received by RMT will be forfeited.

Prices are quoted in US Dollars, and the deposit may be paid with personal check, money order, cashiers check, or credit card via Pay Pal. Final payment may be made with US Dollars, Chinese RMB (at the exchange rate as quoted by the Bank of China), or by credit card via Pay Pal.

## **Passports and Visas**

It is the responsibility of the participant to be in possession of a valid passport and visa. Participants must have these items on their person at all times during the trip except when surrendered to the tour leader or local authorities.

## **Local Laws**

All participants in tours operated by RMT are expected to obey the laws and regulations of the People's Republic of China. Any failure to do so will relieve RMT of all obligations they may otherwise have under these terms and conditions.

## **Age, Health, and Participation**

Any participant suffering from illness, disability, allergic reactions, or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking. The participant must make arrangements for medications or other treatments which may be required during the trip. Failure to make such disclosures will constitute a breach of these terms and conditions and result in exclusion from the trip in which case all monies paid to RMT will be forfeited.

All participants are expected to satisfy themselves prior to making a reservation that they are fit and able to complete the trip chosen. Clients over 65 years of age may be asked to provide medical evidence of fitness. No unaccompanied minors (less than 18 years old) can be accepted on any tour operated by RMT. Accompanied children are welcomed as long as they are accompanied by a parent or legal guardian who accepts full responsibility for them. RMT reserves the absolute right to decline any booking at their sole discretion.

Participants agree to accept the authority of RMT's employees, tour leaders, and agents while on the trip. If, in the opinion of such person, the health

or conduct of a participant before or after departure appears likely to endanger the safe, comfortable, or happy progress of a tour, the participant may be excluded from all or part of the tour.

### **Insurance**

Travel insurance is required for all participants on any trip operated by RMT. Participants are wholly responsible for arranging their own insurance. Participants are advised that travel "protection" offered by many credit card companies are NOT considered acceptable forms of travel insurance by RMT. Suitable travel insurance should include adequate coverage for trip cancellation, loss of baggage, and medical expenses arising through illness or accident prior to and during the trip. Information about travel insurance may be given in good faith but without responsibility on the part of RMT.

Written proof of travel insurance must be provided to the tour leader on Day 1 on each RMT trip. Failure to have written documentation will preclude the client from participating on the tour and NO refund will be given. There will be NO exception to this rule. Your Pre-Departure Packet will provide more guidance on the types of travel insurance.

### **Changes:**

*By you:* Any changes to the original booking must be confirmed in writing (this includes email) by the person signing the application form and must be accompanied by a \$25 administrative fee per booking, in addition to any additional services requested. RMT will endeavor to make every reasonable effort to accommodate any such requests, but cannot guarantee their availability. This includes a change of departure date and/or another RMT trip. If changes are made within 60 days of departure, cancellations fees will apply. Please see the Cancellation paragraph.

*By RMT:* While RMT will use its best endeavors to operate all tours as advertised, by entering into this contract, the client accepts that it may become necessary and/or advisable to modify a tour itinerary due to local conditions. RMT reserves the right to cancel or change any of the facilities, services, or prices described through its marketing materials and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability as a result of these changes.

If a major change is known to RMT, the client will be told at the time of booking. If a major change is necessary after booking, the client may accept the change or obtain a full refund. This does not include changes due to force majeure. Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by cancellations or rescheduling of flights, or other similar events beyond the control of RMT. However, should the World Health Organization issue a travel warning advising against travel to any section of China included in your scheduled tour, all monies already received by RMT will be refunded.

RMT is not responsible for any penalty charges associated with airline costs booked independently by the client.

### **Substitution of Client**

If any member of the party is prevented from traveling because of the death, serious injury or illness of the passenger, close relative or friend, or jury service, it may be possible to transfer the booking to another suitable person

(subject to approval of RMT) provided written notice is given at least 30 days prior to trip departure.

### **Cancellations**

*By you:* You may cancel the trip at any time and for any reason provided the cancellation is verified in writing (this includes email) by the applicant. This is essential. Cancellation charges will be applied as shown below and calculated from the date RMT receives said notification.

<u>Period before departure</u>	<u>Cancellation charges</u>
59 days or more	Forfeit of initial deposit
58 days – 1 day	50% of trip cost

*By RMT:* RMT reserves the right to cancel a trip in any circumstances, but except for force majeure or the client's failure to pay the final balance, will NOT cancel a trip less than 58 days before departure. All trips are guaranteed to operate once a minimum of two people are booked. If only one person is booked on any trip for a given departure date, the trip will be cancelled no later than 58 days prior to departure, with all monies returned.

### **Surcharges**

While RMT will make every effort to ensure correct pricing in all marketing activities, client should be aware all costs are incurred in China and thus are at the mercy of foreign exchange rates. All costs are computed at 8.10 Yuan to 1 US Dollar. RMT will absorb up to a 2% range from this value. If the range exceeds this 2% value, the client is responsible for the deficiency or entitled to a refund, whichever may apply. Notification will be given of any change, prior to final payment, based upon the exchange rate set by the Bank of China. Once final payment is made, RMT will consider the trip to be paid in full, with no additional charge to apply. Any refund caused by a currency fluctuation will be deducted from the trip cost.

### **Single Supplements**

First of all, don't be afraid to travel by yourself. Many people do. RMT will make every effort to team you up with another solo traveler. If you want single accommodations, we will oblige but a single supplement will apply. The price for the single supplement will be included in the trip details for each tour. If there are no other single travelers on your trip and you do not specifically request a single supplement, an amount equal to 50% of the single supplement will be charged.

### **What's included in the trip price**

All RMT trips are land-only packages. All lodging, transportation costs, a full-time tour guide, and meals/entrance fees (as indicated on the trip itinerary) are included in the trip price.

### **What's not included**

International airfares, airport departure taxes, airport transfers, passports, visas, immunizations, insurance of any kind, medical costs of any kind, alcoholic beverages, laundry, hotel incidentals, excess baggage charges, or any additional expenses due to forces beyond the control of RMT.

### **Financial Security**

To ensure your vacation arrangements are fully protected, all monies received as payment by RMT are immediately deposited into a Client's Account in the United States in accordance with United State's banking laws. All funds remain there until completion of the trip or the services comprising your vacation have been paid in full by RMT.

In the unlikely event a legal dispute should arise involving any subject whatsoever, the following conditions will apply: (a) the parties agree first to try in good faith to settle the dispute by mediation in accordance with the International Mediation Rules of the International Centre for Dispute Resolution before resorting to arbitration, litigation, or some other dispute resolution procedure, and(b) the maximum amount of recovery to which a person will be entitled under any and all circumstances will be the land cost of the trip with RMT