



A Happy Place Travel Agency

Mobile: 720-320-4943

Office: 303-800-6285

A Happy Place Travel LLC Terms & Conditions

A Happy Place Travel LLC is an independent company registered with the State of Colorado. We sell travel under the "A Happy Place Travel" and "It's Celtic Time!" brand names, and arrange for vacation services. A Happy Place Travel is an affiliate of Cruises and Tours Unlimited/ASAP Cruises of Jacksonville, Florida. The purchase of any travel services offered on ahptravel.com or celtictime.com constitute a contractual agreement between you and A Happy Place Travel ("AHP Travel", or the "Company") and represents your acceptance of these terms and conditions set out herein (the "Terms and Conditions"). Please ensure that you read carefully and understand these Terms and Conditions prior to booking. These Terms and Conditions are subject to change and you are advised to check ahptravel.com or request the latest version of the Terms and Conditions from AHP Travel prior to booking your vacation.

Deposit & Payment Schedule:

For any Outlander Immersion, Outlander Redoux or Ancient Scotland tour:

A \$500 per person non-refundable deposit is required when booking.

120 Days prior to departure, a non-refundable \$300 partial payment per person is due.

Final payment is required 60 days prior to departure and will automatically be charged to the credit card you submitted. A confirmation notice will be emailed automatically upon processing. Please review and verify this document thoroughly and contact A Happy Place Travel immediately if it appears to be incorrect or incomplete. Your payment is not deemed made until it is processed by A Happy Place Travel. If A Happy Place Travel is unable to charge the required payment to the credit card provided, then you will be notified and the reservation may be canceled and we reserve the right to retain any monies received with respect to your reservation.

Prices:

A Happy Place Travel reserves the right to adjust prices without notice according to exchange rate fluctuations, airline surcharges or any increase in vendor rates prior to payment in full. The following are not included in the vacation price: port taxes; passports; visas and vaccinations; tips to your tour director, host, driver, local guides, and/or ships' crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; mini-bar; alcohol, beverages, and food outside of the contracted AHP Travel menu as presented at a hotel or restaurant (these extra items will be billed before leaving the hotel or restaurant); optional excursions; airport transfers on non-qualifying flights; portage at airports and train stations; travel insurance premiums; carrier baggage fees; and all other items of a personal nature.

Payment Terms:

Payments for Outlander Immersion, Outlander Redoux or Ancient Scotland tours are processed by the supplier, Europe Express. Payments shall be made in US Dollars & shall be received based on the Payment Schedule. Payment can be made by check, or credit card. Late payments will incur a minimum \$50 fee and may result in the non-refundable cancellation of some or all services booked. The sender is responsible for all bank fees incurred in connection with the transfer of funds or payment of checks. A \$35 fee will be charged for all checks returned for insufficient payment. For bookings made within 100 days, payment restrictions might apply for bookings with airfare under immediate penalty. For bookings made within 70 days prior to departure, final payment is required to book space in the form of a cashier's check, credit card, or wire transfer. A purchase is not complete until the payment of any deposit and any other monies due and payable have been processed by AHP Travel and a confirmation of booking has been sent. Receipt of confirmation from AHP Travel constitutes agreement to these Terms & Conditions.

Cancellation Fees:

AHP Travel will confirm bookings, changes and cancellations in writing. Cancellation fees will be charged based on the following schedule:

120 to 61 days prior to departure	\$300 per person + any airline related fees
60 to 46 days prior to departure	80% of land package price + 100% of air
45 days or less prior to departure	100% of land package + 100% of air

If an individual in the group cancels & causes a roommate to be accommodated in a room for sole occupancy, single supplement fees may be charged to remaining traveler.

Note: The number of days prior to departure is calculated based on the original tour date in cases where the tours had to be moved due to COVID-19. This date is determined by the supplier, Europe Express, and passed on to AHP Travel. Europe Express is solely responsible for determining the penalty assessed on cancellations.

Terms and Conditions passed on from Europe Express who is the supplier for all Outlander Immersion, Outlander Redoux and Ancient Scotland tours:

These Europe Express Terms & Conditions are incorporated and are part of AHP Travel Terms and Conditions.

Accuracy of Information:

(A) The information contained on our website is correct to the best of our belief, but we accept no liability for any inaccuracies contained therein; (B) Any information or advice provided by us on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on our part.

Travel Advisories and Warnings:

For information regarding possible dangers at international destinations, contact the Travel

Advisory Section of the US State Department, (202) 647-5225, Travel Advisory Section. For medical information, contact the Center for Disease Control, (404) 332-4559, cdc.gov/travel.

Limitation of Liability:

Europe Express is an independent company licensed to market and distribute travel products under the "Europe Express" brand name, and purchases transportation, hotel accommodations, and other services from various independent suppliers that are not subject to its control. These suppliers are independent contractors and acts of independent contractors are not acts of Europe Express. All certificates and other travel documents for services issued by Europe Express are subject to the applicable supplier's terms and conditions, which are available upon request, and to the laws of the countries in which the services are supplied. Moreover, the airlines concerned are not responsible for any act, omission, or event, at any time passengers are not on board their planes or conveyance. The passage contract in use by the airlines concerned, when issued, shall constitute the sole contract between the airlines and purchaser of these tours and/or passenger.

Neither Europe Express, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, including but not limited to any such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience which may have been caused or be occasioned by reason of (1) any wrongful, negligent, willful or unauthorized acts or omissions on the part of any of the suppliers or other employees or agents, (2) any defect in or failure of any aircraft, vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers, or (3) any wrongful, willful or negligent act or omission on the part of any other party. In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, Europe Express is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. Europe Express neither owns nor operates such third-party suppliers and accordingly, Europe Express is not responsible for their acts or omissions. In addition, Europe Express is not responsible, and will not be bound by, representations made by third party representatives, travel agents, unaffiliated websites, or any other party. Europe Express's maximum liability, for any reason whatsoever, will be limited to the amount paid to Europe Express for any services.

In no event will Europe Express be liable to any third party for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not Europe Express has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Europe Express's maximum liability, for any reason whatsoever, will be limited to

the amount paid to Europe Express for any services. Notwithstanding the foregoing, the international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, Europe Express's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g. the Warsaw Convention, the Montreal Convention for international travel by air, the EU Regulation on Air Carrier Liability for carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

Release:

In consideration of the services and arrangements provided by Europe Express, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Europe Express, and its owners, officers, directors, employees, contractors, subcontractors and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection therewith.

Arbitration:

Any and all disputes and claims that arise out of or relate to these Terms and Conditions including the breach, termination, enforcement, interpretation or validity of the terms and conditions herein, including the agreement to arbitrate (the "Arbitration Agreement") and the scope or applicability of this Arbitration Agreement (collectively, "Disputes"), will be resolved in a binding, confidential, individual and fair arbitration process as set forth herein, and not in court.

These Terms and Conditions evidence a transaction in interstate commerce, and thus the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive the termination of these Terms and Conditions t.

The party desiring arbitration must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute and the relief requested. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after one party sends a Notice to the other, the parties may try to reach a settlement of the Dispute. If the parties do not resolve the Dispute within those first 45 days, either party may initiate arbitration as set forth herein.

Any arbitration between the parties will be conducted by the American Arbitration Association (the “AAA”) and will be governed by the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the parties cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement. A form for initiating formal arbitration may be found on the AAA’s website at www.adr.org (“Arbitration Form”).

If a party is seeking to recover US\$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either party may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither party requests one or if the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the manner and place of the hearing will be in Seattle, Washington USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.

Exclusive Governing Law and Jurisdiction:

These Terms and Conditions and any actions and proceeding shall be governed by the laws of the State of Delaware without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

Waiver of Jury Trial:

In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

Time Limitation:

No arbitration proceeding or suit, whether brought in rem or in personam, shall be maintained against Europe Express arising out of these Terms and Conditions unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to Europe Express within 185 calendar days from the date of the incident giving rise to such claim; and no arbitration proceeding or suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such claim, notwithstanding any provision of law of any state or country to the contrary.

Class Action Waiver:

These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on the claimant's own behalf instead of through any class action. Even if the applicable law provides otherwise, any legal action against Europe Express whatsoever shall be litigated by the claimant individually and not as a member of any class or as part of a class action, and the claimant expressly agree to waive any law entitling you to participate in a class action.

Force Majeure:

Europe Express will not be held responsible for delays or cancellation of all or part of any booking or services due to causes or circumstances beyond Europe Express's responsibility or control, including but not limited to act of God; perils of the sea, harbors, rivers, or other navigable waters; act of any governmental or ruling authority; epidemic; collision; stranding; fire; faults or errors in navigation or management of this or of any other vessel; seizure of the vessel under legal process; any abrupt or unexpected increase in the cost of fuel or shortage of fuel; war; hostilities; riots; strikes or labor stoppages; or any other cause or circumstance beyond Europe Express's responsibility or control (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event also includes (a) the occurrence of any pandemic, epidemic or prevalent disease or illness with an actual or probable threat to human life as may be designated or determined by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC); including, without limitation, coronavirus, atypical pneumonia, Severe Acute Respiratory Syndrome (SARS), or avian influenza, or (b) adherence to any travel restriction, warning or advisory issued in relation thereto by any local, city, county or state governmental entities, as applicable, or the federal government of the United States, the World Health Organization (WHO) or the U.S. Centers for Disease Control (CDC), or (c) any quarantine or similar measure taken in relation thereto by any governmental agency or authority to prevent the spread of any communicable disease, or (d) any unavailability of any resources, information or services resulting from any of the foregoing including, without limitation, the unavailability of resources, information or services due to any governmental shut-downs or the unavailability of resources, information or services due to a shut-down, quarantine or similar measure of any third-party service provider whose service or information is relied upon by Europe Express to fulfill its obligations under these Terms and Conditions.

Europe Express has no special knowledge regarding the financial condition of its suppliers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which an individual or group may travel. Health care standards, facilities and services abroad may be different or even inadequate for treating health conditions. For information concerning possible dangers at foreign destinations, we recommend visiting the State Department's Bureau of Consular Affairs' website which lists each country's Travel Advisory. For medical information, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or www.cdc.gov/travel.

Severability:

The invalidity or unenforceability of any part of these Terms and Conditions, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of the Terms and Conditions, or its application to other situations or circumstances. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Consumer Protection/Seller of Travel:

The Company is a member of the United States Tour Operators Association and is fully covered by its Consumer Protection Plan. As an active member of the USTOA, the Company is required to post \$1 Million with the USTOA. This amount is to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of the Company's customers in the unlikely event of the Company's bankruptcy, insolvency or cessation of business. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com or by visiting its website at USTOA.

EEFC, Inc. is a registered seller of travel in the states that require registration: Washington Seller of Travel, # 602-650-317; Florida Seller of Travel #5T37353; and California Seller of Travel # 2053616-80. Registration as a seller of travel does not constitute approval by the State of California. EEFC, Inc. is not a participant in the California Travel Consumer Restitution Fund.

Terms & Conditions: v September 2020