

Refined Travel and Tours  
(Bouffard Group LLC, dba Refined Travel and Tours)

Terms and Conditions  
**Booking Agreement**

Refined Travel and Tours is a travel agency. The terms "we", "us", "our", and "Refined Travel and Tours" refer to Bouffard Group, LLC dba Refined Travel and Tours, a Texas limited liability company. The term "you" "traveler" refers to the traveler making a booking with us and all members of their group.

**CONTRACT.** We draw your attention to the terms and conditions of travel below, these terms and conditions including all brochures, documents, correspondence and the terms and conditions of our suppliers form the basis of the contract with you. Before making a booking with us you must ensure that you have read and understood these terms and conditions (raising any questions you may have with us). **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all of the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree with it.

If you are making a booking as a group under one invoice or reservation, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.

**VIOLATIONS BY YOU.** You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) you being denied access to the applicable travel related product or service.

**CHANGES TO THESE TERMS AND CONDITIONS.** Refined Travel and Tours reserves the right, in our sole discretion, to change these terms and conditions at any time. Updated versions of the terms and conditions will be posted here on this website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these terms and conditions changed. Your continued use of our services including continuing to use or maintain any bookings after any changes to the terms and conditions constitutes your consent to the changes.

**COVID 19 RELEASE OF LIABILITY.** By booking a tour at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your tour. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by Refined Travel and Tours.

You acknowledge that due to the uncertainty of travel at this time, your tour may be postponed or cancelled or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations may require you provide proof of vaccination or a negative test upon entry. There may be additional reentry requirements when you return home. You are responsible for understanding these requirements and must not rely on Refined Travel and Tours to provide these details. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID 19, Refined Travel and Tours has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Refined Travel and Tours shall not be liable to any losses howsoever arising.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasees), HEREBY RELEASE, AND HOLD HARMLESS Bouffard Group LLC, its members, officers, agents, and/or employees, suppliers, and other tour members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

**SCOPE/AGENCY.** Refined Travel and Tours does not provide, own, or control the travel services and products that are provided as part of your trip, such as flights, accommodations, rental cars, packages, or travel insurance (the "Travel Products"). The Travel Products are owned, controlled or made available by third parties (the "Suppliers") such as airlines, hotels and tour operators. The Suppliers are responsible for the Travel Products. The Supplier's terms and privacy policies apply to your booking so you must agree to and understand those terms. Your interaction with any Supplier is at your own risk; Refined Travel and Tours does not bear any responsibility should anything go wrong with your booking or during your travel. Hence, as the traveler, you agree that Refined Travel and Tours acts only as agent for the traveler in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the travelers' benefit, and on the express condition that Refined Travel and Tours shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection therewith.

**BOOKING/PAYMENT.** When you are ready to start your next vacation simply contact us by phone to begin a consultation. We will contact you to discuss the details and your booking will be confirmed after the receipt of the required deposit. After booking you will receive your itinerary, an invoice with payment information, the Supplier terms and conditions, and other important travel information. This invoice is subject to change until you receive confirmation that your travel is booked. Some suppliers and airlines will require a larger or payment in full to hold your booking. Traveler will be notified if a larger deposit is required.

Our bookings may not include airfare. You must not make any air reservation until you receive confirmation of your booking. Your contract for airfare is with the carrier and subject to its terms and we will not be liable for any change fees or cancellation fees or other additional cost you incur with the air carrier.

Upon booking, we will provide you with instructions of payments and all due dates. You must make all payments in full and on time. If you are booking within 90 days of the departure date, full payment will be due at the time of booking confirmation. If full payment is not received 90 days prior to the departure date, we reserve the right to cancel your travel and apply the cancellation charges set out in the cancellation section below. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect.

Once payment for your trip is processed, you will receive i) a receipt and ii) a checklist of items for you to review travel documents. Please review documents carefully and promptly as we will not be responsible for any errors. It is your responsibility to review all travel documentation and alert us as soon as possible with any corrections.

**TRAVELER INFORMATION.** We bring to your attention the importance of accuracy. Names provided to secure reservations must match travelers' passport. Middle names are not required to appear on airline tickets. Date of birth and complete passport details are required. Any minor name corrections advised after airline tickets have been issued will incur fees. Not all name corrections will be permitted by airlines and may require the purchase of a new ticket. Travelers voluntarily assume full and sole responsibility for any and all risks and/or costs involved with failure to report any errors and/or omissions to documentation.

**CREDIT CARD BOOKINGS.** While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these terms and conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you have the ability to dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a reservation, you accept and agree to our cancellation policy. Refined Travel and Tours retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
- Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Refined Travel and Tours or the Supplier.
- Chargebacks resulting because you do not agree with the cancellation policy.

**PRICE AND RATE CHANGES.** The price of your itinerary will be based on known costs at the date of issue of the itinerary. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for local taxes that are estimated at the date of publication. At the time of booking confirmation, we will provide you with an invoice reflecting the current price.

We reserve the right to make changes to and correct errors in advertised prices at any time before your travel is confirmed. We will advise you of any errors of which we are aware and of the then applicable price at the time of booking.

**CANCELLATION.** Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Refined Travel and Tours incurs costs with the suppliers of your vacation well in advance of your departure date. All suppliers have their own cancellation policies, which apply to your booking. Upon receipt of your cancellation request we will contact the suppliers for any applicable refunds subject to the supplier's terms and conditions. If you are entitled to a refund, please note that the supplier is responsible for this refund, not Refined Travel and Tours. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

**If the reason for cancellation is covered under the terms of your travel protection plan you may be able to reclaim these charges, for this reason we strongly encourage the purchase of a travel protection plan including additional cancel for any reason coverage.**

Airline tickets are governed by the air carriers' terms and we are not responsible for any air carrier's decision regarding refund.

**CHANGES AND CANCELLATION BY THE SUPPLIER.** We will inform you as soon as reasonably possible if a Supplier needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the operator but we will have no further liability to you.

If between planning time and/or during actual travel, circumstances require changes, Refined Travel and Tours and its suppliers, reserve the right to cancel or vary any itinerary and substitute components of any tour, including but not limited to hotels and accommodations of comparable quality, if air schedule or surface transportation charges, security matters, and/or other events make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. During local or national holidays or special events, peak seasons, on certain days of the week, and during religious occasions, certain facilities may be limited or not available. Alternatives will be offered whenever possible. Refined Travel and Tours cannot be held responsible for any closures, necessary itinerary changes, or curtails for any reason. These changes will not be considered material changes and will not be consider cause for cancellation by the traveler. Normal cancellation penalties still apply to the tour that has been changed.

**FORCE MAJEURE.** Refined Travel and Tours assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures,

tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Refined Travel and Tours that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by Refined Travel and Tours.

**TRAVEL PROTECTION.** It is the traveler's responsibility to protect their purchases. For this reason, Travel Protection Coverage including additional cancel for any reason coverage is strongly recommended. Such plan should cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It also helps with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase.

Refined Travel and Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Refined Travel and Tours cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Refined Travel and Tours cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Declining to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If you choose to travel without adequate coverage, we will not be liable for any of your losses howsoever arising, for which trip protection plan coverage would otherwise have been available.**

**DESTINATIONS AND DOCUMENTATION.** Travel to certain destinations may involve greater risk than others. Refined Travel and Tours urges Travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. **It is your responsibility to be aware of any and all requirements for admittance to a country or state, including Covid-19 requirements. Should you choose to travel to a country that has been issued a travel warning or advisory, Refined Travel and Tours will not be liable for damages or losses that result from travel to such destinations.**

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), inoculations, and all other documents required by applicable government regulations. For up to date requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov). When traveling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here: <http://www.tsa.gov/traveler-information/acceptable-ids>. Refined Travel and Tours strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-USA citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

Recommended inoculations for travel may change and you should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing traveler to miss flight(s), and subsequent scheduled travel bookings tours. Refined Travel and Tours bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

**INSECTICIDE NOTICE.** Travelers are encouraged to check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Web site, as this list is updated from time to time: <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>.

**NON-RESPONSIBILITY.** Refined Travel and Tours, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. Refined Travel and Tours is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Refined Travel and Tours does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of Refined Travel and Tours. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Refined Travel and Tours, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour traveler or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Refined Travel and Tours. Refined Travel and Tours assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any traveler that may result from any act or omission on the part of others; Refined Travel and Tours assumes no responsibility or liability for personal property; and Refined Travel and Tours shall be relieved of any obligations under these terms and conditions in the event of any

strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Refined Travel and Tours accepts no responsibility for lost or stolen items. We reserve the right to refuse any traveler or potential traveler at its sole discretion.

**ASSUMPTION OF RISK/WAIVER.** Traveler is aware that travel such area as traveler is undertaking on the trip may involve inherent risks, some in remote areas of the world. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Refined Travel and Tours and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness,; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Refined Travel and Tours from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Refined Travel and Tours and traveler hereby covenant not to sue Refined Travel and Tours for any such claims or join any lawsuit or action that is suing Refined Travel and Tours. This agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

**INDEMNIFICATION.** Traveler agrees to and shall indemnify and hold harmless Refined Travel and Tours, and each of our officers, directors, employees and agents (collectively “Refined Travel and Tours”), from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, “damages”) involved with or incurred by Refined Travel and Tours (including, without limitation, reasonable attorneys’ fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) traveler’s breach or violation, or threatened breach or violation, of this Agreement and (ii) Any damage caused by traveler while participating in the trip.

**BAGGAGE FEES.** Due to continual changes in airline baggage policies, it is suggested that you inquire with your airline's website for up-to-date fees & information. Refined Travel and Tours is NOT responsible for additional fees incurred for baggage or seating.

**RE-CONFIRM YOUR FLIGHT.** Refined Travel and Tours advises you personally to re-confirm your flight schedule within 24 hours prior to departure directly with the airline in case of any last-minute changes or delays. Most airlines allow you to check in online 24 hours prior to departure.

**PRE-EXISTING MEDICAL CONDITIONS/PERSONS WITH DISABILITIES.** The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of your participation in any of our trips.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your tour, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. Refined Travel and Tours will communicate requests to Suppliers, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the traveler requiring the accommodation. Please note that accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by whoever the traveler is traveling with. Travelers with disabilities must notify Refined Travel and Tours at the time of booking of status and of the identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance. We may request that you provide a letter from your doctor confirming your fitness to travel.

**CHOICE OF LAW/JURISDICTION/CLASS ACTION WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM.** This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Texas. You agree that you will only bring claims against Refined Travel and Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Refined Travel and Tours shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. **You understand and agree that no claims will be considered and that you will not bring suit against Refined Travel and Tours unless you have first provided a typewritten notice of claim to Refined Travel and Tours within 30 days after the trip or cancellation of the trip.**

**Entire Agreement & Severability:** This agreement, including any other documents, including invoices, we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Refined Travel and Tours. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.