

Encompasse Tours LLC - Travel Terms and Conditions for the FACES CONFERENCE to Steamboat Springs, Colorado (the "Conference")

By reserving, placing a deposit for or otherwise agreeing to purchase travel, accommodations, or other goods or services related to the above-referenced Conference ("Package") from Encompasse Tours, LLC, you, and any other person receiving goods or services under your Package (individually and collectively "You") agree that You have received, read and consent to the following terms and conditions ("Terms and Conditions"):

RESERVATIONS: All space for Packages is available on a first-come, first-served basis. **Encompasse recommends that you reserve your Package early due to limited availability. Room locations within your host facility are generally assigned by quality in accordance with chronological order of registration.** All reservations for Packages for the Conference are considered confirmed once a timely deposit is received. **ENCOMPASSE reserves the right to cancel Your reservation if deposits or final payments are delinquent.** In addition, Encompasse reserves the right to charge You a late-booking fee of \$25 per person if Your scheduled departure date for the Conference falls within 30 days of booking Your Package.

DEPOSITS/PAYMENTS: You must pay an initial per person deposit of \$500 at the time of booking Your Package. **If Your deposit is made by credit card, final payment will be automatically billed to the same card at time final payment is due, as enumerated on your invoice.** Encompasse will not bill Your credit card until your lodging is confirmed.

Payment by cash, check, or money order is preferred.

RETURNED CHECKS: You agree to pay an additional \$100 fee to Encompasse for any check for payment to Encompasse that is dishonored or returned.

FINAL PAYMENT: Final payment in full for Your Package is due at time stated on Your invoice. **Encompasse reserves the right to cancel any Package reservation if you fail to make timely payment to Encompasse.** If Your late payment causes Encompasse to incur additional charges for Express Mail, Federal Express, or any other additional fees, Encompasse reserves the right to bill You for those additional fees.

RESERVATION CHANGES: A \$25 fee will be assessed to You for each change in Your Package made 60 days or more prior to your scheduled departure date for the Conference. All requested changes to Your Package are subject to availability. A \$25 fee **for every person covered by Your Package** will be charged on each change to Your Package made between 59 days and Your scheduled departure for the Conference, subject to availability. Changes include but are not necessarily limited to amendments made to passenger name, hotel, resort, departure date, and air or ground transportation, and are independent of additional, airline-enforced change fees.

CHARGE IT: Encompasse accepts MasterCard, VISA, Discover and American Express cards. Some restrictions or additional charges may apply.

HOTELS: Encompasse reserves the right to make substitutions or changes in the hotel(s) reserved in your package, provided that such changes will be to hotels of similar or higher quality. In such cases, however, amenities may not be the same.

EUROPEAN PACKAGES: Package accommodations are based on two persons sharing a twin-bedded hotel room with one private bath or shower. Package costs and reservations for single or triple occupancy rates are available upon request. Single rooms, though assuring privacy, are generally smaller, while triple rooms usually consist of two beds plus a rollaway for the third person.

USA/CANADIAN PACKAGES: Rates are based on standard room occupancy of no more than two persons per bedroom unless otherwise specified. Additional per person charges may be collected by the hotel upon arrival if your trip participants are not properly conveyed to Encompasse.

INDIVIDUAL (NON-HOSTED) PACKAGES: Costs of all Package components are specific to the exact language of your invoice.

GROUP AND HOSTED (CLUB) PACKAGES: Passengers not arriving on flights reserved for Group and Hosted (Club) Packages, including but not limited to land-only passengers, must arrange transfers and transportation to the ski resort at their own expense.

AIRFARES: All transatlantic and domestic airfares quoted are based on special promotional airfares, or negotiated bulk rates. They are subject to changes in tax and carrier collections. **Promotional airfares are not guaranteed until your Package is paid in full and/or tickets are issued.** If airline or airfare changes occur, we will work with you to reschedule your itinerary.

EXTENDED STAYS: You may extend Your Package stay, subject to availability. Extension of any Package or trip is at your own expense. Encompasse can make extended stay arrangements (extra days at hotel, transfer to airport, changes of flight schedules, etc.).

AIRLINE BAGGAGE ALLOWANCE: **Major new changes have been implemented by Air Carriers for checked luggage.** Please contact your carrier of travel or visit their website for further details. All Encompasse air pricing is exclusive of any separate and/or applicable baggage fees collected by your airline. Ski equipment consisting of one pair of skis, poles and boots is *typically* considered as one piece of checked baggage.

CANCELLATION POLICY: **From time of initial deposit until time final payment is due (see invoice), any cancellation of part or all of your Package will result in a \$200 per person fee to be paid by You, separate from and in addition to a fee to be paid by You for any non-recoverable monies deposited by Encompasse for confirmation with any airline, hotel, or other suppliers for any part of Your Package. From the time final payment is due (see invoice) until departure for the Conference (whether your final payment is received or not), cancellations are non-refundable.**

All cancellations must be made in writing, and sent by certified mail. Email is also accepted, but proof of receipt from an Encompasse agent is required.

NO REFUNDS WILL BE GIVEN FOR UNUSED PORTIONS OF YOUR PACKAGE. TO AVOID INCURRING THESE VARIOUS CHARGES, THE PURCHASE OF TRIP INSURANCE IS STRONGLY RECOMMENDED. If you would like to purchase travel insurance please call Encompasse and visit our website at www.encompasse.com for pricing and evidence of benefits.

TRAVEL DOCUMENTS: U.S. citizens require a valid passport for travel to Europe and Canada. Non-U.S. citizens should consult their consulate for the required documents. Ticketing, transportation and other travel documents will be issued approximately 21 days prior to departure **but only after full payment has been accepted by Encompasse.** Encompasse may require that documents for bookings made within 21 days of departure be picked up at the airport or sent via express delivery solely at your expense. **All passengers flying within the United States must have a state issued photo ID as accepted by the Transportation Security Administration, www.TSA.gov**

INSURANCE: Pre-trip Medical, accident, luggage and trip-interruption insurance is strongly recommended and available.

NOT INCLUDED: Additional Airport taxes levied onsite or after the confirmation of your Package, passport and visa fees, locally assessed municipal sales taxes on rental vehicles, tips to motor coach driver, portage, phone calls, laundry service and items of a personal nature, meals, or other services not specifically shown as included in package features.

JURISDICTION AND VENUE; CHOICE OF LAW: All suits, proceedings or other actions between You and Encompasse arising out of or relating in any way to Your Package or these Terms and Conditions, whether founded in contract, tort or other legal theory, shall be submitted to the in personam jurisdiction of the Courts of the Commonwealth of Virginia, and the exclusive venue for all such suits, proceedings or other actions shall be Loudoun County, Virginia. You hereby waive any claim against or objection to in personam jurisdiction and venue in the Courts of Loudoun County, Virginia. The laws of the Commonwealth of Virginia, without giving effect to its choice of law principals, shall govern all matters arising out of or relating to these Terms and Conditions or Your Package.

ATTORNEYS' FEES: You agree to reimburse Encompasse for any reasonable attorneys' fees, costs, interest or other charges Encompasse incurs as a result of any litigation or legal dispute between You and Encompasse relating to Your Package or these Terms and Conditions, whether or not actual litigation is commenced.

AIRLINE RESPONSIBILITY: The carriers concerned are not to be held responsible for any act, omission, or event during the time passengers are not on board their conveyances. The airline passenger tickets, when issued, shall be the sole contract between airline and buyer/passenger of these tickets.

RESPONSIBILITY: All bookings for Packages are accepted on the specific condition that Encompasse and its affiliates, associated companies, officers, directors, employees, agents, subagents, successors and assigns act only as booking agents for You as a passenger in regard to travel--whether by railroad, motor coach, rental car, private car, aircraft, boat or any other conveyance. Encompasse shall have no liability to You for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or conveyance or for any reason whatsoever, or through the acts of default or any company or person engaged in carrying out the arrangements of the Package. Neither Encompasse nor its affiliates, associated companies, officers, directors, employees, agents, subagents, successors or assigns shall be liable to You for loss or consequences due to delay, schedule changes or any cause or irregularity occasioned by cancellation, overbooking, or strikes of airlines, trains, hotels, car rental companies, ground service operators, in addition to force majeure, acts of God, etc. Under these circumstances, no portion of land arrangements will be refunded. Neither Encompasse nor the airlines concerned shall be liable to You for the lack of snow or non-operation of ski lifts, for closure of access routes to or from resorts due to weather conditions, for the late arrival of passengers at airports or at hotels due to bad weather, or for refunds on unused hotel accommodations or meals occasioned by such late arrivals. You agree that skiing is an inherently dangerous sport, and that any injury or death as a result of Your skiing or related activities is not the responsibility of Encompasse. You further agree you will hold Encompasse harmless should any death or injury result from Your activities that may occur during or related to Your Package.

INDEMNIFICATION AND HOLD HARMLESS: You agree to indemnify and hold harmless Encompasse and its affiliates, associated companies, officers, directors, employees, agents, subagents, successors and assigns from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs, however caused, resulting from, arising out of or in any way connected with Your Package; provided that the provisions of this sentence shall not apply to loss or liability caused by the sole negligence of Encompasse. You agree to waive all claims against Encompasse for consequential damages (including but not limited to loss of income, loss of profit, expenses, loss of business, loss of reputation and loss of use) that may arise out of or relate to Your Package or these Terms and Conditions.

ENCOMPASSE TOURS LLC IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR PRINTING ERRORS FOUND IN THESE TERMS AND CONDITIONS, AND THIS DOCUMENT SHALL NOT BE CONSTRUED AGAINST ENCOMPASSE EVEN THOUGH ENCOMPASSE WAS THE DRAFTER.

[Conveyance of Your deposit for Your Package will constitute acceptance of terms and conditions as outlined above.](#)