BIG ELEPHANT MAGIC ART AND ELEPHANT EXPERIENCE

Booking Terms & Conditions

he Big Elephant Magic Art and Elephant Experience (BEMAE) described in on www.arteforelephants.net and in physical brochures or mailings is organized by Thyra Rutter- DBA Arte for Elephants, hereinafter referred to as “AFE”. These Booking Terms & Conditions constitute a legally binding contact between AFE and \_\_\_\_\_\_\_YOUR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “Participant”

The Contract

These Booking Conditions contain important information. It is essential that you carefully read and understand them. The Booking Conditions constitute a legally binding contract between AFE and Participant for the services provided by AFE and set out the basis of your legal relationship with AFE. By booking with us and paying the initial deposit of $500 (USD) per passenger, or any partial or full payment, you acknowledge that you have read and understood and that you agree to be bound by these Booking Conditions.

Acceptance of your booking will be confirmed in writing to you and a contract comes into existence on the date shown on your confirmation letter or email. If you have any questions regarding these Conditions or do not understand them, please contact AFE within two business days of the date shown on the contract.

PRICES AND VALIDITY To reserve a spot on the Big Elephant Magic, an initial deposit of $500 USD is required upon booking. After a confirmation has been emailed to you OR an AFE representative calls you to confirm your reservation, a courtesy hold requires payment within 3 business days to secure the reservation.

1. Full payment (the balance) must be made within 45 days of the BEMAE start date.
2. Prices are on twin share basis, and based on costs and exchange rates applicable when this itinerary was published. AFE reserves the right to impose surcharges up to 90 days before departure due to the unlikely event of unfavorable changes in exchange rates, or other transportation costs, increases in local operator costs, taxes or if government action should require us to do so. In such instances we will be responsible for the first 2% of the additional costs and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this Itinerary once paid in full. Please note that a levy of 3% will be be applied to all purchases made by Paypal or credit card.
3. BEMAE Experience Costs do not include the following- passport and visa fees, international or domestic air travel, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, hotel staff, extra meals, laundry, alcoholic beverages, data roaming, cell, Internet, WIFI fees, medical expenses, vaccinations, optional activities and trips, and any items of a personal nature are not included in your trip price.

2) YOUR TRIP AND ASSUMPTION OF RISK

AFE is leading this experience in Thailand or Kenya, where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home. By booking with us you acknowledge that participation in all AFE trips involves inherent risks that may not be present in the case of conventional or less demanding vacations. These risks include, without limitation, the possibility of loss or damage to property, emotional or psychological trauma, disease, injury up to and including death, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in an AFE trip involves visiting remote regions.  When assessing whether trips will operate AFE uses information from its local sources in conjunction with advice from the US State Department. It is your responsibility to accustom yourself with the travel advice provided by these government bodies, as well as that of your country of residency, before commencing the trip. By booking with AFE you acknowledge your decision to travel on an AFE trip is made after due consideration of relevant travel information that may be made available at any time. You are further acknowledging that the BEMAE event includes direct, humane contact with elephants and other native species in Thailand or Kenya.

3) EXCLUSION OF LIABILITY except where stated otherwise, AFE acts as agent for service providers when making arrangements for your trip. Where AFE provides services it will do so with due care and skill. AFE is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any representation made by AFE, any travel agent or other Representative, which has not been stated expressly on this website. Optional Extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the Product description or itinerary, or in the price of the Product) do not form part of the tour or Product. Participant agrees that any assistance given by AFE facilitators in arranging, selecting, or booking, any Optional Extras is purely at the request of the Participant, and AFE makes no warranties regarding such information and expressly disclaims any liability whatsoever arising from any Optional Extras or participation thereon by any Participant, or any information provided by any AFE representative or Tour Leader regarding any Optional Extras. Accordingly, the Client hereby releases AFE from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to Optional Extras. AFE will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the AFE trip (including pre and post accommodation) are entirely at your own risk and AFE cannot and does not give you any assurance, representation or warranty in connection with any such arrangements. To the fullest extent permitted by law and subject to the exception set out below, AFE does not accept liability for any loss, damage, death or injury however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in a trip, or in respect of a failure or omission on the part of AFE to comply with its obligations under this contract, or in respect of any other conduct that AFE undertakes in connection with a trip. To the fullest extent permitted by law and subject to the exception set out below, you also agree to release AFE and its officers, employees, agents and representatives (“Representatives”) from all costs, liability, loss and damage incurred by you in connection with your participation in BEMAE, and waive any associated claims that you may have against AFE or its Representatives as a result of your participation in BEMAE. For these purposes, AFE enters into these Booking Conditions as trustee or agent for its Representatives. To the fullest extent permitted by law and subject to the exception set out below, any condition or warranty, which would otherwise be implied into these Booking Conditions is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (I) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (I) the supplying of the services again or (ii) the payment of the cost of having the services supplied again. Exception The “Exclusion of Liability” section set out in these Booking Conditions does not attempt or purport to exclude, restrict or modify liability arising under, or remedies that may be available to you, pursuant to legislation where the exclusion, restriction or modification of liability or remedies is not permitted.

4) SUPPLIERS Hotels, shuttle services or other constituent elements of BEMAE will be arranged by AFE with suppliers local to the regions in which the BEMAE operates, who may themselves engage the services of other local operators and/or sub-contractors. AFE will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into these Terms, and the Client assents to those terms and conditions and the limitations and obligations contained therein. These may limit or exclude liability of the supplier. The liability of AFE will not exceed that of any supplier. All suppliers will be selected and assessed by AFE in reference to local laws and regulations in the relevant country of operation.  AFE (It’s Officers and Employees) and any carrier is liable for the acts or omissions of any independent contractors.

5) TRANSFERS Airport transfers to/from the airport to the hotel and to/from the hotel to the airport upon arrival and departure are included in BEMAE. It is the responsibility of the Participant to ensure that flight details are provided no later than 14 days in advance of the BEMAE start date. If Participant opts to make different arrangements, or fails to notify AFE of changes to itinerary, AFE is not responsible to additional costs incurred by the Participant associated with transfers.

5) CANCELLATION BY AFE AFE reserves the right to cancel a departure and will advise you of such cancellations no later than 28 days before the tour departure date. If due to ‘Force Majeure’ or government travel advice, or lack of minimum number of Participants (8) AFE reserves the right to cancel a departure at any time. With any form of cancellation, AFE will offer you alternative arrangements or reschedule BEMAE at a future date/location determined using the most relevant information available.  If the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to AFE, (in case of ‘Force Majeure’ or government travel advice refunds will be less any unrecoverable costs). AFE will not be liable for any additional costs incurred by you. Force Majeure AFE will not be liable for any delay in, change to or cancellation of trips due to ‘Force Majeure’. ‘Force Majeure’ means a circumstance beyond the reasonable control of AFE and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes.

6) CANCELLATION BY YOU If you wish to cancel all or any part of your booking, notification of cancellation must be made to AFE in writing. You Agree to the following Cancellation Policy- 90% of all fees paid are refundable up until 120 days before the start date of BEMAE- 50% of all fees paid are refundable from 119-60 days before the start of BEMAE- 30% of all fees paid are refundable from 59-45 days before the start of BEMAE. Please note that 45 days or less before the start of BEMAE, all fees paid to AFE are NON refundable. This cancellation policy is only applicable to fees paid directly to AFE and do not include any optional activities, packages, excursions not included in the BEMAE itinerary, any fees or costs paid by participant for prior or post days not expressly included in the BEMAE itinerary or any domestic or international airline fees, hotels, government and medical costs, which are subject to the conditions of their respective suppliers.

No refunds will be made if you leave a trip for any reason after the trip has begun. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilized.

7) LATE BOOKINGS Bookings requests received by AFE within 30 days before tour departure may require full payment before we can request a place on BEMAE. If we cannot confirm the booking we will refund you in full any monies paid to AFE. AFE will not be liable for any additional costs incurred by you.

9) CHANGES TO YOUR HOLIDAY You acknowledge that traveling with AFE requires a degree of flexibility, good humor, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a tour’s commencement, without prior notice due to local circumstances. Changes may occur because of ‘Force Majeure’, poor road conditions, weather, the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond AFE control or which simply cannot be foreseen. AFE does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond AFE’ control. Itinerary, Social Media postings and Pre-Departure Information are subject to change. It is your responsibility to review the up-to-date Itinerary and Social media information and Pre-Departure Information. These can be obtained from AFE and AFE website. The information and conditions in the Itinerary,  Social Media postings and Pre-Departure Information are deemed to be part of the contract. Where changes to your trip occur after you have received your final documentation we will, where practical, advise you of such changes.

10) AUTHORITY OF THE LEADER At all times the decision of the AFE (“AFE Leader”) will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the AFE Leader makes about your on-going participation in the trip or certain activities that comprise part of the trip. If you fail to comply with a decision made by a AFE Leader, or interfere with the well-being of the group, then the AFE Leader reserves the right to terminate this contract and order you to leave the tour immediately, with no right of refund.

11) CODE OF CONDUCT By signing this document, you are acknowledging that you will be participating in an immersive experience involving art, group, volunteer and tour activities. You agree to conduct yourself in a positive, kind way to the best of your ability. All participants should feel safe to express ideas, opinions or skills that are different from what you are used to. Any issues, complaints or discomforts you experience in relation to another participant, must be a made known at the earliest opportunity to AFE.

12) COMPLAINTS If you have any complaint about your trip, you must make it known at the earliest opportunity to the leader and/or AFE local representative, who will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

13) GUARANTEES The BEMAE experience was created to provide a fun, non-threatening environment for animal and elephant lovers to come together and experience immersive, directed art projects, interesting travel and humane elephant volunteering. Every reasonable effort will be made to ensure that each Participant enjoys a positive, transformative event, however, we make no guarantees to any permanent, attitudinal, positive physical, mental and monetary outcome. Participant acknowledges that most positive change starts from within and is subjective.

14) TRAVEL INSURANCE Adequate and valid travel insurance is compulsory for all BEMAE Participants. Your travel insurance must cover accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. AFE also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You must carry proof of insurance with you and produce it if reasonably requested by AFE’ employees or suppliers. AFE reserves the right to cancel or suspend your participation on a trip or in certain activities that comprise part of a trip, at any time, including after the commencement of your tour, with no right of refund, if you are unable to provide proof of insurance when requested.

15) PASSPORT AND VISAS It is the Participant's responsibility to carry a valid passport and have obtained the appropriate VISAS when traveling with AFE. Please ensure that your passport is valid for 6 months beyond the duration of your holiday. Please note that AFE is not responsible for any loss of trip enjoyment or participation resulting from failure of participant to obtain all required documentation,  including but not limited to, passports, VISA's and immunization records. Obtaining required documentation is the sole responsibility of Participant.

16) HEALTH, FITNESS AND AGE LIMITS It is your responsibility to advise AFE of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other trip members. If requested by AFE, or our suppliers, you may be required to provide an assessment of your medical condition by completing a special Health & Fitness Questionnaire and/or a Medical Clearance Form, the latter which requires certification by a medical practitioner. AFE reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. AFE also reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other trip members. Travelers under 18 are not permitted at the BEMAE event. By signing this Contract you are stating that you are in reasonably fit health and can walk a mile in heat or rain and walk up a flight of stairs without assistance. Please note that ADA regulations are not standard in Thailand or Kenya and you may experience slippery, steep or uneven ground with no handrails.

17) SEVERABILITY In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

18) REFUSAL OF SERVICE AFE retains the right to refuse service to any Participant at any time, for any lawful reason whatsoever, in its sole discretion.

19) PUBLICITY  Participant agrees that AFE may use images/video of you taken during BEMAE without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

20) PRIVACY In order to be able to supply a service to you AFE will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose. Please email BigElephantMagic@gmail.com for further information or refer to our website: http://www.arteforelephants.net

​21) NON-COMPETE AGREEMENT/PROPRIETARY INFORMATION- Participant acknowledges that they will be exposed to proprietary information, including but not limited to: sales and marketing materials, website information, printed materials, programs and recordings. For a period of 2 years following the date of their acceptance of these Terms and Conditions, Participant may not publish, advertise or otherwise promote any information included on the BEM experience or AFE website without express, written permission from Arte for Elephants. Furthermore, Participant will not at any time, or in any manner directly or indirectly promote, or solicit other Participants for any products or services substantially similar to Arte for Elephants core businesses including but not limited to: Art Sales, Travel, Tourism or Retreats.

22) GOVERNING LAW This agreement will be governed by and construed in accordance with the law of Livingston, Texas and each party agrees to submit to the exclusive jurisdiction of the courts of Livingston, TX as regards any claim or matter arising under this agreement.

23) UPDATING OF TERMS AND CONDITIONS AFE reserves the right to update and/or alter these terms and conditions at anytime, and it is the Participants responsibility to be familiar with them. The latest terms and conditions can always be found on www.arteforelephants.net and supersede any previous published Terms and Conditions.

PLEASE NOTE THAT BY AGREEING TO THE TERMS AND CONDITIONS OF THIS DOCUMENT  ON OUR ARTE FOR ELEPHANTS WEBPAGE, YOU ARE AGREEING TO BE BOUND BY THIS CONTRACT. YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT ENTIRELY.

By checking I Agree to the Terms and Conditions on the Big Elephant Magic Booking Form you are stating that you are Entering Into an Agreement with Arte for Elephants, Owners, Staff and Officers via electronic and web based communication and that such communication is legally binding.

SIGNATURE OF GUEST:

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