

Jet Lag Jack Tours
(a division of ESL Design Company)
Tour Agreement

ESL Design Company (A Texas Corporation) DBA Jet Lag Jack Tours thanks you for the opportunity to act as your host while visiting Ireland. Our website, <http://www.JetLagJackTours.com> is provided by ESL Design Company DBA Jet Lag Jack Tours. This Agreement will describe our responsibility as your host, and your responsibility as our Client.

By booking your tour with us or using our website, you are agreeing to be bound by the terms of this Agreement, and any additional terms and conditions of any supplier or vendor that are applicable to your travel. You agree to comply with all such terms and conditions, including the payment of all amounts when due.

1. GROUP SIZE

Jet Lag Jack Tours will accommodate groups of up to twenty individuals. Tour prices are based on double occupancy, pricing for individuals will require an additional fee for single occupancy.

2. PRICES & PAYMENTS

The Client must make a non-refundable Initial Deposit of \$400 to Jet Lag Jack Tours upon electronic approval of this Agreement. Half Payment is required no later than 180 days prior to the tour date with the balance due no later than 90 days prior to the tour date. If the Client joins a tour fewer than 180 days prior to the tour date, the Client must make the required Payment within seven (7) days of reservation. All prices are subject to change due to any change in Jet Lag Jack Tours' costs, including, but not limited to, currency fluctuations.

3. TRAVEL INSURANCE

Jet Lag Jack Tours encourages the Client to carry Travel Insurance for the tour. The Client will be solely responsible for arranging independent travel insurance and Jet Lag Jack Tours will not be liable for any damages or deficiencies in the Client's travel insurance coverage.

4. CANCELLATION POLICY

(a) Cancellation by Jet Lag Jack Tours – Except as otherwise provided herein, in the event that Jet Lag Jack Tours cancels a tour, Jet Lag Jack Tours will give the Client a full refund of all payments, except the costs of any nonrefundable travel or accommodation arrangements purchased by Jet Lag Jack Tours for the Client.

(b) Cancellation Due to War or Natural Disaster – In the event that the tour is cancelled due to war or natural disaster in the tour location and/or its vicinity, Jet Lag Jack Tours will refund all payments the Client has made, except the costs of any nonrefundable travel or accommodation arrangements purchased by Jet Lag Jack Tours for the Client.

(c) Cancellation by Client – If the Client cancels for any reason after having placed a deposit and/or other payments with Jet Lag Jack Tours, the Client will incur cancellation charges as follows (in addition to the non-refundable Initial Deposit):

DAYS PRIOR TO DEPARTURE:	CANCELLATION CHARGE:
181+	Deposit Amount
180-91	50% of total tour cost
90-0	100% of total tour cost

5. ACCOMMODATIONS AND GROUND TRANSPORTATION

Jet Lag Jack is acting as an intermediary for services not directly supplied by us (i.e. ground transportation, hotel accommodations, meals, and tours).

(a) Hotels – Jet Lag Jack Tours will select the hotel(s) for the tour. Jet Lag Jack Tours will provide the Client with the hotel information, including name, location, and telephone number of the hotel(s).

(b) Ground Transportation – Jet Lag Jack Tours will select and make ground transportation arrangements for the Client. All airlines travel shall be arranged and paid for independently by the Client.

(c) Special Requests or Requirements – Advise Jet Lag Jack Tours of your special requests or requirements at the time of making your Initial Deposit, i.e. food allergies, diet preferences (vegetarian, gluten free, etc.), and disability/physical requirements. While Jet Lag Jack Tours will use all best efforts to accommodate your special requests or requirements, your request is not guaranteed and Jet Lag Jack Tours will not be responsible for any damages or discomfort to you in any lodging, restaurant or transportation while on the tour. The Client agrees to notify Jet Lag Jack Tours at the time of Initial Deposit of any physical challenges or other special needs that may require accommodation or support arrangements on the tour. Jet Lag Jack Tours will use its best efforts to make accommodations for Clients with special needs, but if such accommodations cannot reasonably be made, Jet Lag Jack Tours will refund the Client's deposit/payments according to the Cancellation Policy.

(d) Delay - If, due to weather, flight schedule changes or cancellations, or other factors outside of our control, the Client is required to spend any additional night(s) en route to or from the Client's gateway city, the Client will be responsible for his or her own hotel, transfers, meals, and other costs.

6. SUBSTITUTIONS

Jet Lag Jack Tours, in its sole discretion, may substitute portions of the tour, including, but not limited to, sightseeing, hotels, and restaurants, prior to and during the tour.

7. TRAVEL DOCUMENTS

If the Client is a United States citizen, the Client will be required to present a valid passport for travel. If the Client is not a United States citizen, the Client will be required to comply with the laws and rules of all applicable government agencies. Any questions related to travel documents should be directed to Jet Lag Jack Tours at least two months prior to the tour.

8. BAGGAGE

Jet Lag Jack Tours is not responsible for any damage to, or loss of, the Client's baggage or personal items during the tour. Each client is limited to one suitcase not exceeding 50 lbs. and one daypack or shoulder bag per person. You must be able to carry or roll your own luggage up to 15 minutes and up one or more flights of stairs.

9. INDEMNIFICATION

You agree to indemnify us and our affiliates, and any of our suppliers or vendors, and any such parties' officers, directors, employees and agents from and against any claims, causes of action, demands, losses, damages, or other costs, (including reasonable legal and accounting fees) brought by you or third parties as a result of (a) your breach of this Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.

10. LIMITATION OF LIABILITY

YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT AND YOUR USE OF OUR WEB SITE SHALL BE LIMITED TO THE AMOUNT YOU PAID US FOR SERVICES.

ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT.

OUR WEB SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THE WEB SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR SERVICES LISTED THEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THE WEB SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THROUGH YOUR USE OF OUR WEB SITE, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH OTHER VENDORS. YOU ACKNOWLEDGE THAT ALL TRANSACTIONS RELATING TO ANY MERCHANDISE OR SERVICES OFFERED BY ANY PARTY ARE AGREED TO SOLELY BETWEEN THE SELLER OF SUCH MERCHANDISE AND SERVICES AND YOU.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH SUCH SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH OUR WEB SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

JET LAG JACK TOURS DOES NOT OWN OR OPERATE THE ENTITIES THAT PROVIDE GOODS AND SERVICES DURING THE TOUR. THIS INCLUDES, BUT, IS NOT LIMITED TO, LODGING FACILITIES, GUIDE SERVICES (FROM THIRD PARTY ORGANIZATIONS), TRAIN, OR OTHER TRANSPORT COMPANIES. ALL SUCH ENTITIES ARE INDEPENDENT PROVIDERS. JET LAG JACK TOURS IS NOT LIABLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY SUCH PERSON OR ENTITY, OR OF ANY THIRD PARTY.

IN ADDITION AND WITHOUT LIMITATION, JET LAG JACK TOURS IS NOT RESPONSIBLE FOR ANY INJURY, LOSS, DEATH, INCONVENIENCE, DELAY, OR DAMAGE TO PERSON OR PROPERTY IN CONNECTION WITH THE PROVISION OF ANY GOODS OR SERVICES, WHETHER RESULTING FROM, BUT NOT LIMITED TO, ACTS OF GOD, ILLNESS, DISEASE, ACTS OF WAR OR CIVIL UNREST, INSURRECTION OR REVOLT, ANIMALS, THIRD PARTY (INCLUDING CLIENT) NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT, STRIKES OR OTHER LABOR ACTIVITIES, CRIMINAL OR TERRORIST ACTIVITIES OF ANY KIND, MECHANICAL OR OTHER FAILURE OF MEANS OF TRANSPORTATION, OR FOR ANY FAILURE OF ANY TRANSPORTATION MECHANISM TO ARRIVE OR DEPART ON TIME.

11. PARTIAL INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

12. MODIFICATION AND ASSIGNMENT

This Agreement may only be modified by written agreement of the parties (email shall be acceptable as proof of written agreement). You may not assign your rights or obligations under this Agreement to any third party.

13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of laws principles. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Courts of Williamson County, Texas.

14. SEVERABILITY

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

The foregoing contains the entire agreement between the parties, and there are no other understandings or agreements between them.