

## **BIRDING TEXAS AND BEYOND - TERMS AND CONDITIONS**

Welcome to Birding Texas & Beyond. Please read these Terms and Conditions carefully before booking any of our tours or services. By accessing our website, making a booking, or participating in our tours, you agree to be bound by these Terms and Conditions.

### **1. BOOKING AND RESERVATION POLICY**

#### 1.1 Account Registration

To book tours or make purchases through our website, you may need to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

#### 1.1 Reservations

A complete booking form and non-refundable deposit of 25% of the total tour price is required to secure your reservation. The remaining balance is due 30 days prior to the tour start date.

#### 1.2 Late Bookings

For bookings made within 30 days or less of the tour start date, full payment is required at the time of booking.

#### 1.3 Pricing and Payment Methods

All prices are listed in USD unless otherwise specified. Your booking is not confirmed until we receive your deposit and send confirmation. We accept payment via credit card, bank transfer, or any other specified payment methods as indicated during the booking process.

#### 1.4 Price Changes

Tour prices are subject to change until your booking is confirmed. Even after confirmation, prices may be revised due to significant currency fluctuations, government actions, or fuel surcharges, though we will strive to absorb minor fluctuations.

### **2. CANCELLATION, REFUND & RESCHEDULING POLICY**

#### 2.1 Cancellation by Client

Cancellation notice must be submitted in writing via email. Cancellation policy:

- Cancellations made 30 days or more before tour start: Full refund less non-refundable (25%) deposit with option to reschedule (subject to tour availability)
- Cancellations made 30 days or less before tour start: No refund with option to reschedule (subject to tour availability)
- Cancellations made 14 days or less before tour start: No refund; option to reschedule with 15% fee (subject to tour availability)

## 2.2 Cancellation by Birding Texas & Beyond

We reserve the right to cancel any tour due to insufficient participation, force majeure events, or circumstances beyond our control. In such cases, participants will receive a full refund of all payments made or the option to transfer to another tour.

## 2.3 No-Shows

Participants who fail to join a tour on the start date without prior notice will be considered a no-show and forfeit 100% of the tour price.

## 2.3 Tour Modifications

We reserve the right to modify itineraries due to weather, trail conditions, bird migration patterns, or other factors to ensure the best possible birding experience. No refunds will be issued for reasonable modifications.

## **3. TRAVEL INSURANCE**

### 3.1 Required Coverage

All participants are required to obtain comprehensive travel insurance that includes coverage for trip cancellation, medical emergencies, evacuation, and personal belongings. Proof of insurance may be requested prior to departure.

## **4. HEALTH AND FITNESS**

### 4.1 Physical Requirements

Participants must be in adequate physical condition for the specific tour. Tour descriptions include difficulty ratings and required fitness levels. Participants must ensure they meet the health and fitness requirement for their chosen tour. We reserve the right to refuse participation to anyone whose health and/or fitness level

appears inadequate for the tour's demands. Failure to comply with this requirement will result in removal from the tour without a refund.

## **5. PARTICIPANT RESPONSIBILITIES**

### **5.1 Documentation**

Participants are responsible for obtaining all necessary travel documentation, including passports, visas, and vaccination certificates. Birding Texas and Beyond is not liable for any issues arising from inadequate documentation.

### **5.2 Conduct**

Participants are expected to behave responsibly and respectfully toward wildlife, nature, local communities, guides, and other participants. We reserve the right to remove any participant whose behavior endangers or significantly impairs the enjoyment of others, without a refund.

### **5.3 Environmental Responsibility**

Participants must follow all guidelines regarding wildlife observation ethics, leave-no-trace principles, and local conservation regulations. Any violation may result in removal from the tour without a refund.

## **6. LIMITATION OF LIABILITY**

### **6.1 Risk Acknowledgment**

Birding tours involve inherent risks including but not limited to: walking in uneven terrain, exposure to wildlife, variable weather conditions, remote locations with limited medical facilities, and transportation hazards. Participants acknowledge and accept these risks.

### **6.2 Liability Waiver**

By booking with Birding Texas & Beyond, participants waive any claims against the company, its owners, employees, and contractors for injuries, damages, losses, or expenses arising from participation in our tours.

### **6.3 Property Damage/Loss**

Birding Texas & Beyond is not responsible for loss, theft, or damage to personal belongings including optical equipment, electronic devices, luggage, or other items brought on the tour.

## **7. MEDIA AND PRIVACY (see Privacy Policy for more)**

### **7.1 Photography**

Birding Texas & Beyond may take photographs or videos during tours for promotional purposes. By participating in our tours, you grant permission for your likeness to be used in our marketing materials unless you explicitly opt out in writing.

### **7.2 Bird Sighting Data**

Information about bird sightings collected during tours may be shared with bird conservation organizations and databases. Personal information will remain confidential.

## **8. GOVERNING LAW AND DISPUTE RESOLUTION**

### **8.1 Governing Law**

These Terms and Conditions are governed by the laws of [Jurisdiction], without regard to conflict of law principles.

### **8.2 Dispute Resolution**

Any disputes arising from these Terms and Conditions will first be addressed through informal negotiation. If resolution cannot be reached, disputes shall be submitted to binding arbitration in [Jurisdiction].

## **9. UPDATES TO TERMS AND CONDITIONS**

### **9.1 Modifications**

Birding Texas and Beyond reserves the right to modify these Terms and Conditions at any time. The most current version will be available on our website and will apply to all future bookings.

## **10. CONTACT INFORMATION**

For questions regarding these Terms and Conditions, please contact:

Birding Texas & Beyond, LLC

Email: [birdingtexasandbeyond@gmail.com](mailto:birdingtexasandbeyond@gmail.com)

Phone: (832) 534-2370

Address: 27115 Regal Scott Dr., Magnolia, TX 77354