

MIR Booking Terms and Conditions



Reservations, Forms & Payments The quickest way to reserve is to call us at 1-800-424- 7289 and place a deposit by credit card over the phone. Deposits are per person, are non-refundable and non- transferable: \$750 for Small Group Tours and Flexible Essential Private Tours; \$1000 for Custom Private Journeys; 25% of the land Tour cost on Scheduled Rail Journeys by Private Train; and 20% of the land Tour cost on Special Tours (or as indicated on the itinerary).

When you reserve a MIR Tour, you agree to sign our Release, Limitation of Liability, Assumption of Risk & Binding Arbitration Agreement (“Release”). The Release, these Booking Terms and Conditions, your completed Reservation & Payment Authorization Form (collectively, “Forms”) must be submitted to us within 14 days of making your initial reservation and deposit. We may treat your reservation as cancelled by you and subject to our cancellation terms if you do not submit these signed Forms by this deadline. Tour forms are accessible online and links to sign them will be provided by email.

For reservations made directly with MIR, Tour payments are preferred by check, and may also be paid by money order, wire transfer or credit card (Visa, MasterCard or AMEX). If booking through a travel agent, please contact your agent to find out what form of final payment they accept. **MIR can accept final payment from travel agents by net agency check or wire transfer only.** Note that all communications on bookings made through agents (updates, confirmation packet, invoice, final documents) will be via your agent.

The Tour balance is due as indicated on your invoice or latest by 75 days prior to departure for Small Group Tours, Flexible Essential Private Tours, or Custom or Private Journeys; and 120 days prior to departure for Scheduled Rail Journeys by Private Train, and Special Tours (unless otherwise indicated on your Tour invoice). Full payment for Tours is due at the time of booking for reservations made at or within final payment deadlines, as MIR may be required immediately to pay for third-party services and in full, on your behalf. Failure to deliver complete payment on schedule is considered notification of cancellation by default and subject to cancellation charges.

Once we receive your deposit, we will confirm your space and send you a confirmation notice, subject to availability; and on receipt of your completed Forms, we will send a comprehensive confirmation packet which includes the Tour itinerary, destination preparatory information, suggested packing and reading lists, travel insurance information and a preliminary invoice. Visa details may be included or will follow separately. A final packet with air e-tickets (if applicable), Tour roster and final Tour updates including local contact, transfer and meeting details is generally sent 2-3 weeks prior to departure. Documents are sent electronically.

Tour Cost Prices listed are per person in U.S. dollars, based on double occupancy. Tour inclusions are those described in the daily itineraries and typically include: accommodations; meals on group Tours; guided activities and entrance fees; services of English-speaking guides; group baggage handling; and most group Tour gratuities. The quoted Tour price represents a package price for the services offered and an itemization of component costs will not be provided.

The Tour cost typically does not include international or internal airfare, related taxes, fuel surcharges or baggage fees not included in any MIR or partner-issued airfare; airport arrival/departure fees or country taxes; custom or immigration fees; passport fees, visas or other travel documents; customary end-of-group-Tour gratuities to Tour managers (optional); some meals; alcoholic beverages; travel insurance; single supplement costs (by choice or circumstance); personal expenses and all personal items; or expenses arising from delays, modifications or any cause beyond our control. While rare, published Tour prices are subject to change due to unforeseen significant increased costs or currency fluctuations which we must pass along.

Travelers’ Responsibilities & Eligibility Travelers are responsible for selecting an appropriate Tour that matches their interests and physical abilities and for preparing for the Tour by studying the itinerary and all additional Tour information sent by MIR. Travelers agree to conform to the local laws and customs and to act respectfully to their travel companions, as well as to comply with the directions by the Tour manager or guide including regarding personal hygiene guidelines in order to reduce the risk of travelers’ disease, and to comply with the policy that

smoking is not allowed in vehicles or train carriages or other specified non-smoking areas. MIR recommends travelers review both the U.S. State Department and U.S. Centers for Disease Control (CDC) published and updated country-specific-information for travelers: <https://travel.state.gov/content/travel/en/international-travel.html> ; <http://wwwnc.cdc.gov/travel/>

Traveler Cancellations Notice of change or cancellation must be made in writing to MIR by email (info@mircorp.com) or fax (206-624-7360). The date that MIR receives the written cancellation determines the cancellation charge applicable. Departure is defined as set forth in your itinerary, regardless of the date that you may depart from your location of origin. If you must cancel before Departure, be advised MIR must assess cancellation charges based on its cancellation schedule to cover non-refundable, non-recoverable Tour expenses including monies committed to airlines, railways, hotels, government bodies and other suppliers on your behalf, and other expenses.

Unless otherwise noted for specific departures in your itinerary, cancellation fees are based on the following schedule:

- **Scheduled Small Group Tours, Flexible Essential Tours and Custom & Private Journeys, if received:** 76 days or more before Departure, non-refundable deposit due or paid in full of \$750 or \$1000; 61-75 days before Departure, 50% of the Tour cost; 60 days or less before Departure, or at or after Tour Departure, no refund.
- **Scheduled Rail Journeys by Private Train, if received:** 121 days or more before Departure, non-refundable deposit due or paid in full of 25% of the Tour cost; 65-120 days before Departure, 50% of the Tour cost; 64 days or less before Departure, or at or after Tour Departure, no refund.
- **Special Tours, if received:** 121 days or more before Departure non-refundable deposit due or paid in full of 20% of the Tour cost; 91-120 days before Departure 50% of the Tour cost; 90 days or less before Departure, or at or after Tour Departure, no refund.

Cancellation terms apply to all Tour components including single supplements, pre- and/or post-Tours, hotel nights and any other confirmed arrangements made on a traveler's behalf. Your decision not to participate on the Tour due to State Department warnings, fear of travel, if you do not have a valid passport or are unable to obtain a valid visa, or the like

will be deemed a cancellation. MIR is not responsible for any expenses incurred by travelers in preparation for the Tour (e.g. non-refundable airline tickets, seat reservations, passport or visa fees, travel insurance, gear or equipment, etc.), including in the event of Tour cancellation for any reason.

No refunds will be provided for any unused portion of a Tour once the Tour begins, including if you leave a Tour for any reason, miss the Tour's Departure date, or have to be removed from a Tour. There are no exceptions to this cancellation and refund policy, including for: reasons related to weather; terrorism; civil strife; airline default; strikes; personal, family or medical emergencies; your decision to not go on a Tour because of governmental/travel warnings or advisories, including but not limited U.S. State Department or World Health Organization warnings; or any other circumstances beyond our control. For this reason, **we strongly suggest that you secure comprehensive Tour cancellation and interruption insurance for your Tour.**

Travel Protection Plan Travel insurance to cover personal accidents, medical expenses, medical evacuation, loss of effects, repatriation costs and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience, is required for travel.

A Travel Guard travel insurance plan can help cover your vacation investment, offset expenses from travel mishaps and provide you with emergency travel assistance. To learn more about all of the benefits of purchasing a Travel Guard travel insurance plan, please visit www.travelguard.com/mircorp or contact Travel Guard at 1.877.709.5596. Standard travel insurance cancellation policies do not cover Covid-19. We also highly recommend that you consider securing "cancel for any reason" travel coverage (CFAR), which must be obtained soon after your first deposit is paid for your travels.

Tour Cancellations and Changes by MIR In the event that there are fewer than the minimum participants listed in your scheduled group Tour itinerary, you may be offered to pay a surcharge or accept a Tour modification to ensure that the journey departs as scheduled with a smaller group. MIR reserves the right to cancel any group Tour due to insufficient enrollment. In such case, travelers will be informed no later than 30 days prior to departure and are entitled to receive a full refund of the Tour cost paid

MIR reserves the right to cancel, alter or postpone a Tour without prior notice at any time prior to departure or after a Tour commences for the safety and/or comfort of travelers, or if it is not viable for us to operate the planned itinerary, and for circumstances of Force Majeure. MIR will not be responsible or liable for deposits, payments, incidental expenses, policies or penalties for other services not included in the Tour price (such as airline tickets) or other items (such as other Tours, hotel reservations or cruises) handled by travelers and not through MIR.

If a Tour is cancelled due to reasons within MIR's control and not for reasons due to Force Majeure, we will offer you:

- (a) Travel credit equal to the Tour cost that you have paid. Or,
- (b) A refund equal to the Tour cost that you have paid.

If a Tour is cancelled due to Force Majeure (see definition below), we will offer you **one or more of** the following choices, in our discretion:

(c) Travel credit equal to the Tour cost that you have paid minus any unrecoverable costs and monies, which includes our Tour Planning and Administrative Fee. Unrecoverable costs and monies include but are not limited to deposit monies that we have received from you and forwarded to our Suppliers, cancellation penalties imposed by Supplier, and our Tour Planning and Administrative Fee, which covers our time and costs in planning, booking and organizing your participation in a MIR Tour. Or,

(d) A refund equal to the Tour cost that you have paid minus any 1) unrecoverable costs and monies, and 2) our Tour Planning and Administrative Fee.

Tour Planning and Administrative Fee:

- If 76 or more days prior to departure, is \$500 per person for Custom Private Journeys; and \$300 per person for Small Group Tours and Flexible Essentials.
- If 75 or less days prior to departure for Small Group Tours, Custom Private Journeys and Flexible Essentials, is \$500 per person or 7% of your final Tour cost per person, whichever is greater.
- If 121 days or more prior to departure, is \$300 per person for Rail Journeys by Private Train. For Special Tours, contact us.

- If 120 or less days prior to departure for Rail Journeys by Private Train, is \$500 per person or

7% of your final Tour cost per person, whichever is greater. For Special Tours, contact us.

- If your Itinerary specifies a Tour Planning and Administrative Fee, the amount on your itinerary will take precedence over the fee listed here.

Force Majeure MIR will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or nonperformance of any of its obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond MIR's reasonable control, including without limitation: acts of God; forces of nature; terrorist activities; insurrection; explosion; flood; tempest; forceful wind; fire or accident; war or threat of war declared or undeclared; sabotage; civil disturbance; labor strikes; requisition; quarantine; sickness; pandemic; epidemic; diseases and viruses that are known, unknown or novel such as coronavirus/COVID-19 (including any spread thereof); foodborne, airborne, and communicable illnesses and disease; government interventions of any kind that affect domestic and/or international travel; government restrictions or warnings; diplomatic or health organization (e.g., World Health Organization) warnings; border closings; weather conditions; and unforeseen circumstances.

If Force Majeure prevents, significantly hinders, renders it difficult, makes it commercially impractical, or makes it impossible for us or our suppliers to provide the services including but not limited to your Tour, we and our suppliers shall be entitled to, and may in our complete and sole discretion, vary, delay, postpone, reschedule, alter or cancel any itinerary or arrangement in relation to the Tour, including the entire Tour itself.

Regarding civil unrest, once we have investigated the prevailing situation, as we deem fit, it shall remain in our sole and absolute discretion whether to proceed with the Tour.

Health Clause Suppliers and government entities may quarantine, isolate, deny entry to or take other measures involving clients with symptoms of infectious diseases or illnesses in hotels and/or aboard confined modes of transport such as ships, trains, etc. No refunds will be provided to you for any unused portion of travel, damages, losses or other claims if you are quarantined.

MIR is not responsible for any costs, damages or losses incurred by you in the event you are quarantined or otherwise interrupted from starting or completing your Tour or using portions thereof.

Limitation of Remedies The sole remedy for any default by MIR arising under this agreement shall be the return of the paid Tour cost, to the extent consistent with applicable law. To the maximum extent permitted under applicable law, MIR shall not be liable for any special, consequential, indirect, punitive, incidental, or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if MIR has been advised of the possibility of such damages. You expressly waive any right you, your heirs, or anyone acting on their own on your behalf, have to recover such damages.

Single Travelers If you prefer single accommodations, the single supplement fee/single occupancy rate is payable. Single accommodations are not always available; partial single supplement is available on Tours that employ non-hotel accommodation for some nights and if applicable, is indicated in the Tour itinerary. We are happy to attempt a same-gender roommate match for solo travelers who request it on small group Tours. Should no one be available with whom you can share, you will be assessed the single supplement fee/single occupancy rate at the time of invoicing. In the event of a last-minute cancellation or roommate incompatibility resulting in assignment of a single room, the single supplement fee/single occupancy rate will be assessed.

Special Accommodation Note for Select Tours As specified in the Tour itinerary documentation, a small selection of our scheduled small group Tours make use of yurts, *gers*, overnight trains, or other non-hotel accommodations. In these particular cases, travelers may be asked to share sleeping quarters with multiple other group members for those nights. Tour inclusions and details of accommodation for each scheduled Small Group Tour are outlined in the Tour itinerary.

Air Reservations & Refunds MIR's in-house, full-service air department can assist with your air travel needs. Should you decide to take on the responsibility of making your own arrangements (including mileage-based reservations), please supply MIR with a copy of your air itinerary showing your full

travel itinerary at the time of final payment for your Tour. Any contract or reservation for air travel is exclusively with the carrier, and not MIR – even if MIR assists with those arrangements as a convenience to you. Refunds for unused air tickets are subject to the rules of the respective air carrier(s) and may be subject to a MIR service fee of a minimum of \$75/ticket. Advance seat assignment fees are typically non-refundable.

Traveler Documentation A valid passport with six months validity from the end of the Tour and with sufficient pages for entrance/exit and visa stamps and proof of travel insurance is required for participation in any Tour. Visas, vaccinations, permits and other documents may be required to participate, and travelers are responsible for obtaining and maintaining all necessary documents. While MIR may provide information and guidance on visas, vaccinations, climate, clothing, and baggage in good faith and as a courtesy to you, we are not responsible for any errors or omissions as to the information provided. MIR cannot guarantee visa or permit approval by foreign governments, and you assume sole responsibility for any adverse consequences resulting from incorrect, improperly issued or defective documentation.

Updating of Booking Terms and Conditions MIR reserves the right to update and/or alter these terms and conditions at any time, and it is your responsibility to be familiar with them. The most current MIR Booking Terms and Conditions can be found on MIR's website at www.mircorp.com and are effective immediately upon posting. You are deemed to have accepted any amendments to these terms and conditions on the date they are posted to our website, when we provide notice to you in writing by email or mail, if you continue to use our services, if you participate on one of our Tours, or use our website, whichever occurs first.

Release, Limitations of Liability and Assumption of Risk & Binding Arbitration Agreement

Reservation Form

Please Review and Sign all forms at:

www.mircorp.com/reservation-form/