

Big Easy Ghost Tours - Terms and Conditions

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us,” “we,” and/or “our” in these booking terms and conditions shall mean Big Easy Ghost Tours. These terms and conditions apply to bookings you make with us (online, over the phone, or by email) as well as online bookings you make on our website. These terms and conditions, in addition to our privacy policy and any other written information provided to you before your booking, constitute our contract with you. By making a booking, you are representing that you are over 18 years of age.

We will rely on the authority of the person making the booking to act on behalf of any other traveler on the booking, and that person will bind all such travelers to these terms and conditions.

1. Booking Conditions

Big Easy Ghost Tours is a Tour Booking Agent. We work with partners, referred to as the “Operator” or “Supplier,” to offer the best experience, customer service, and fair pricing for the services we offer. We endeavor to ensure that all our clients have complete satisfaction no matter what their requirements are. It should, however, be understood that we are acting on behalf of the supplier of the travel product specified and that all bookings are accepted on the following conditions:

2. Liability

All referrals by us are subject to the terms and conditions of the operator concerned, and we have no direct contractual liability to you in connection with the travel product specified except as may be imposed by law. As a referral service, we accept no responsibility for the acts or omissions of the travel supplier or Operator. The Operator’s terms & conditions will apply to your booking, and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them.

3. Assumption of Risk

Guests acknowledge that the enjoyment and excitement of adventure travel are derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement and are the reasons for your voluntary participation. Therefore, you acknowledge that you are aware of the inherent hazards and risks associated with participating in a Big Easy Ghost Tour, including those associated with travel, city tours, and haunted tours.

Inherent hazards and risks include, but are not limited to, the risk of injury or death from: collisions with vehicles, pedestrians, or other hazards; unpredictable hazards and conditions; consumption of alcoholic beverages or non-potable water; possible equipment failure and/or

malfunction of equipment; exposure to the elements, including heat, cold, sun, water, rain, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, tour operators, Big Easy Ghost Tours, its employees, agents, and/or representatives; misjudgment of weather conditions; accidents or illness occurring in urban environments where there may be limited medical services; fatigue, chill, overheating, and/or dizziness, which may diminish your reaction time and increase the risk of accident; negligence with regards to safety gear, known or unknown medical conditions, physical excursion for which I am not prepared, or other such accidents; the negligence or lack of adequate training of any agents or employees of the Tour Operator who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I agree to be responsible for my own well-being and negligence. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

4. Release

Big Easy Ghost Tours (“released party”) shall not be responsible or liable for cancellations, acts of Local Tour Guides, Tour Operators, Suppliers, or other service providers, variation, postponement, omission, or default by transportation companies, or any other persons providing services or accommodations to you, including any results thereof, such as changes in services. Nor shall they be liable for loss or damage to baggage or property, or for injury, illness, or death, or for any damages or claims whatsoever arising from loss, negligence, or delay from the act, error, omission default or negligence of any person that is not its employee, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. The released party shall not be liable for indirect, special, or consequential damages. You hereby expressly release Big Easy Ghost Tours from any and all liability, controversies, claims, suits, injuries, loss, harm, or damages arising from or related to disputes, dealings, or interactions between you and any other users, Local Tour Guides, Tour Operators, Suppliers, other Travelers, or other third parties.

5. Additional Risks

Big Easy Ghost Tours and its employees, members, agents, and representatives are a referral service only and DO NOT arrange tours, transportation, sightseeing, or any other services related to your tour. Big Easy Ghost Tours is a referral service and is not an employee, agent, or representative of any Local Tour Guides, Tour Operators, or their suppliers. Big Easy Ghost Tours does not own, manage, operate, supervise, or control any transportation, vehicle, or any other entity that supplies services related to your tour. Big Easy Ghost Tours is not affiliated with any Local Tour Guide or Tour Operator. All Local Tour Guides, Tour Operators, and suppliers are independent contractors, and are not agents, employees, or representatives of Big Easy Ghost Tours. No joint venture exists between Big Easy Ghost Tours and any Tour Operator or Supplier.

All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Big Easy Ghost Tours nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Big Easy Ghost Tours. Big Easy Ghost Tours assumes no responsibility or liability for any delay, change in schedule, loss, injury, or damage, or loss of any participant that may result from any act or omission on the part of others; and Big Easy Ghost Tours shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. Big Easy Ghost Tours accepts no responsibility for lost or stolen items.

6. Payment

Payment is due upon booking your tour. All Booking Requests must be submitted with a major credit card unless otherwise expressly stated and are subject to additional fees. You authorize us to charge all fees incurred by you in relation to the services provided to the credit card or debit card designated by you. The charges include the price of the booking, plus any additional service fees. Additional fees will apply for any reservations made with multiple payment methods. For your security, all payments are made through secure servers. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand. Prices are subject to availability and seasonality.

For tour groups of six (6) or more, you must make payment according to the instructions we give you. You may be required to pay a 50% deposit when booking. All deposits are subject to the cancellation policy as described below. Final payment is required no later than 7 days prior to departure unless otherwise stated, which includes the price of the booking plus any additional service fees. For your security, online payments are processed through Stripe, a trusted payment processor using secure servers and encryption. We take your privacy seriously and ensure that any personal information collected is handled with care and in accordance with industry security standards. You authorize us to charge all fees incurred by you in relation to the services provided to the credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

Your booking is confirmed and a contract between you and the operator will exist when we send you confirmation. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. As we act only as a referral service, we have no responsibility for any errors in any documentation except where an error is made by us. Payment and confirmation of reservation do not guarantee your position in a tour, and parties that pay separately may not be seated together. Seat assignment is at the sole discretion of the tour operator.

Where an offer of availability is made by the operator, your booking is not confirmed until you receive a booking confirmation. We therefore advise you to accept the offer as soon as possible after receipt in order to make a firm booking.

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, & fuel surcharges. Please contact us for up-to-date prices.

Big Easy Ghost Tours cannot be held responsible for errors and/or omissions in bookings or pricing, either made by the operator or as a result of a system failure of any kind. We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. It is your responsibility to check the price of your chosen tour at the time of booking.

7. Cancellation and Amendments to Your Booking

In the event that you do not pay for the travel product specified within the time limits specified above, we reserve the right on our own behalf and on behalf of the operator to cancel your booking of the travel product on your behalf or not to confirm the final booking with the operator, in either case without further notification to you. If this occurs, then the initial deposit will not be refundable, and the balance of any further money paid by you for the travel product will be dealt with in accordance with the operator's terms and conditions and any applicable law.

7.1 Cancellations and Amendments for Individual Bookings

If you wish to amend or cancel a confirmed booking, you must contact us by telephone. Amendments and cancellations will be accepted for bookings as long as we are notified of the change or cancellation at least two days in advance of the booking. In the case of cancellation, a refund will be provided subject to the following and at the discretion of Big Easy Ghost Tours. Any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a canceled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Guests seeking to change or cancel their tour within 48 hours of a booking may be subject to fees, and/or cancellation charges up to 100% of the booking at our discretion. In the event of a change or cancellation to an existing booking within 48 hours, any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a canceled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payments and additional charges paid at the time of booking are non-refundable. Re-booking fees of \$20 per ticket will apply to reinstate any canceled reservation.

7.2 Cancellations and Amendments for Group Bookings

Any group of 6 or more is considered a Group Booking and is subject to the following cancellation terms. In the event that you do not pay for the travel product specified within the time limits specified above, we reserve the right on our own behalf and on behalf of the operator to cancel your booking of the travel product on your behalf or not to confirm the final booking with the operator, in either case without further notification to you. If this occurs, then the initial deposit will not be refundable, and the balance of any further money paid by you for the travel product will be dealt with in accordance with the operator's terms and conditions and any applicable law.

If you wish to amend or cancel a confirmed booking, you must contact us by telephone. Amendments and cancellations will be accepted for bookings as long as we are notified of the change or cancellation at least 7 days in advance of the booking. In the case of cancellation, a refund will be provided subject to the following and at the discretion of Big Easy Ghost Tours. Any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a canceled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Groups seeking to change or cancel their tour within 6 days of a booking may be subject to fees, and/or cancellation charges up to 100% of the booking at our discretion. In the event of a change or cancellation to an existing booking within 48 hours, any fees, charges, or additional fares and taxes imposed by the operator are applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a canceled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payments and additional charges paid at the time of booking are non-refundable.

7.3 Same Day Tours

Big Easy Ghost Tours is happy to make bookings for same-day tours. However, should you need to cancel a same-day tour, your booking may be subject to fees, and/or cancellation charges up to 100% of the booking at our discretion. In the event of a change or cancellation to a same-day tour, any fees, charges, or additional fares and taxes imposed by the operator are

applicable and payable by you. Where we incur any liability for an operator cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a canceled booking for which payment has been made to the operator, we will not provide a refund to you until we receive the funds from that supplier.

Where applicable, refunds will be made by the same method used to pay for the booking. Any payment made by credit card will be returned to that card. Please note that all deposit payments and additional charges paid at the time of booking are non-refundable.

8. Changes and Cancellations by the Operator

Big Easy Ghost Tours or the Operator will inform you as soon as reasonably possible if the operator needs to make a significant change to your confirmed booking or to cancel. We will also liaise between you and the operator in relation to any alternative arrangements offered by the operator, but we will have no further liability to you. If your tour is canceled by the Operator, our usual cancellation policies apply, and any refund will be at our sole discretion.

9. Reminders

The receipt/invoice is your final account, and no further reminder regarding payment will be sent. We may send courtesy notifications at our discretion.

9.1 Late Arrivals / Delays

It is your responsibility to arrive at all departure points at the final times specified in the tickets and/or itineraries supplied. Should the departure point change, you will be contacted directly by the tour operator. You are solely responsible for abiding by any changes to the departure point. We do not accept responsibility for the consequences of your late or non-arrival as specified above.

9.2 Health

You must ensure that you are aware of any health requirements and recommended precautions relevant to your tour.

Guests must advise the Operator, at the time of booking, of any physical, medical, or other special needs that require accommodating. In purchasing your tour, you attest that you are physically fit for it. If you have concerns, please request additional details about your journey.

Tours are operated by independent third-party suppliers, not Big Easy Ghost Tours. Your contract will be with the operator of the tour, and you will be subject to their terms and conditions. We are not responsible for providing the tour or anything that happens during the tour. Tours involve outdoor activities and/or can be physically demanding. You must make your own decisions about Tours and participate only in activities that suit your physical ability: we suggest that you speak with your medical provider if you have questions about your abilities. We

recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake. We recommend that you purchase travel insurance.

Guests should be aware that health restrictions apply for any booking on a bus tour or haunted tour. Pregnant women, children under the age of 5, any individuals under 48 inches tall, and anyone with a history of neck or back injuries, or who are recovering from recent surgeries or procedures are strictly prohibited from participating in these tours. Big Easy Ghost Tours will not be liable for any guest who is injured who chooses to ignore these restrictions or who negligently and/or fraudulently misrepresents their conditions in order to gain access to a tour.

9.3 Complaints

Thankfully, these are rare; however, in the very unlikely event of anything not running to plan while on vacation, or you are dissatisfied with any aspect of it, you must report the fact locally to your tour operators' local representatives or suppliers. Big Easy Ghost Tours is not responsible for any complaints about your tour.

9.4 Video/Photographic Likeness

Any photographic, film, video likeness, or audio recordings of participants while on tour may be edited and used by Big Easy Ghost Tours in future marketing campaigns and on the Big Easy Ghost Tours website without any notification or compensation to the participant.

10. Tour Policy

Please be advised that this is a tour of the city; haunted or historical sightings are not guaranteed.

Passengers must be able to safely board the tour vehicle or walk during walking tours without the assistance of any staff.

Service animals are not allowed on certain tours for the safety of the animal and other guests.

Big Easy Ghost Tours and operators are not responsible for any personal items including, but not limited to, cell phones, cameras/video equipment that is lost, stolen, or damaged during the tour.

No smoking/vaping or illegal substances are allowed on the tours or properties.

Unless under certain circumstances, no outside food or alcohol is allowed on the property.

Glass containers are not allowed on the property.

Tours depart rain or shine. Please dress accordingly. Should it start raining during your tour, you may get wet. Ponchos may be available at the tour start location.

11. Transportation Policy

The pickup window begins 1 hour and 15 minutes before tour time. Guests must be waiting outside their pickup location for the entire pickup window. If the bus driver cannot find you and has to proceed to the next stop, they may be unable to come back to pick you up.

Transportation can only pick up from the Downtown/French Quarter areas of New Orleans. Pickup location is subject to change, and you will be contacted by phone or email if a change needs to be made. We reserve the right to change or cancel transportation at any time.

Every tour does not include hotel pick-up or drop-off unless hotel pickup and drop-off are paid for. Roundtrip transportation is typically an extra \$30 per person.

12. Reservation & Cancellation Policy

Reservations made within 48 hours of tour time are final, and no changes will be allowed within this window.

Cancellations must be made 48 hours before tour time to receive a refund on the ticket price. Any service or booking fees are non-refundable. Refunds may take 7-10 business days to process.

A refund on pickup service booked will be reduced by discount given off the base retail price told to the customer.

Adding pickup to a previously booked tour will be \$30 per person or current rate, whichever is more.

Once a tour is rescheduled to a different time or date, it becomes final. There are no refunds.

Tours leave exactly on time. We send emails and SMS to arrive 30 minutes ahead of time. There will be no refunds or rescheduling for lateness.

Multiple reservations are not guaranteed to be seated together. Seating arrangements cannot be made or changed at the tour start location.

Big Easy Ghost Tours & Operator Partners reserve the right to move/cancel tours or parties due to weather, intoxication, mechanical issues, traffic, and/or any substantiating situations in the guest(s) or company's best interest.

Big Easy Ghost Tours & Operator Partners reserve the right to refuse business to anyone.

If Big Easy Ghost Tours & Operator Partners have to cancel any tours, you will be notified by phone or email and given the option to reschedule your tour to an alternate date/tour time.

Tours depart rain or shine. Please be advised that if your tour leaves and returns early due to inclement weather, we will not issue a refund.

Big Easy Ghost Tours & Operator Partners are not responsible for any booking issues/refunds that may arise due to a third-party booking agent or online agency.

Any discounts cannot be combined with other offers, including but not limited to printed coupons, prepaid deposits, website promo codes, and discounted group rates. Only one discount may be used per transaction.

13. SMS Terms & Conditions

- **Program Description:** When opted-in, you will receive text messages (SMS/MMS) to your mobile number. These kinds of messages may include a confirmation, tour reminders, tour communication, and follow-up.
- **Program Frequency:** Message frequency will vary depending on the conversation.
- **Opt-Out:** You can opt out of this service at any time. Just text "STOP" to the phone number. After you text "STOP" to us, we will send you an SMS reply to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time or text "START," and we will start sending SMS messages to you again.
- **Help:** If you are experiencing any issues, you can reply with the keyword HELP. Or, you can get help directly from us by emailing support@bigeasyghosttours.com.
- **Interruption:** Carriers, such as AT&T or Verizon, are not liable for delayed or undelivered messages.
- **Costs:** Message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, please contact your wireless provider.
- **Privacy:** If you have any questions regarding privacy, please read our privacy policy.

14. Disclaimers

While we have taken care in the preparation of the contents of this website, the website and information, names, images, pictures, logos, and icons regarding or relating to us or any part of our Group and/or associated and/or sister companies, or the products and services of the same (or to third-party products and services or those of our carefully selected partners), are provided on an "as existing" basis without any representation or endorsement being made and without any warranty of any kind, whether express or implied, including but not limited to, any implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. To the extent permitted by law, all such terms and warranties are hereby excluded. In no event will we be liable (whether in contract or tort, including negligence or breach of statutory duty or otherwise) for any losses sustained and arising out of or in connection with the use of this website, including, without limitation, indirect or consequential losses, loss of profit, loss of data, or special loss.

We do not make any claims that the information contained in this website is accurate, comprehensive, verified, or complete, and shall accept no liability for the accuracy or completeness of the information contained in the website or for any reliance placed by any

person or party (including but not limited to any third party) on the information contained herein. Furthermore, and for the avoidance of doubt, should a manual input “pricing” or “description” error occur, we reserve the right to inform you, cancel your booking for “nil” cost, and give you the option to re-book at the higher price or lower price (as dictated at the time).

We do not warrant that the functions or materials accessible from or contained in this website will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are virus or bug-free or represent the full functionality, accuracy, or reliability of the materials.

15. Force Majeure

Except where otherwise expressly stated in these booking conditions, we will not be liable to pay you compensation if our contractual obligations to you are affected by reasons of earthquake, fire, flood, or other casualties or due to strikes, riots, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond our reasonable control. We shall be excused from performance during such prevention, restriction, or interference, and any failure or delay resulting therefrom shall not be considered a breach of these conditions.

16. Choice of Law and Venue Selection

This Agreement is deemed to be entered into in Florida. This Agreement shall be construed according to the internal laws of Florida without regard to conflicts of law principles. All guest claims must be submitted in writing and received by Big Easy Ghost Tours no later than 60 days after completion of the tour. Guest claims not submitted and received within this time shall be deemed to be waived and barred.

17. Severability

If any of these Terms and Conditions (or any terms and conditions relating to a product or service referred to in this or any of our partner websites) should be determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which such terms and conditions are intended to be effective, then to the extent of such illegality, invalidity, or unenforceability, and in relation to such state or country only, such terms or conditions shall be deleted and severed from the rest of the relevant terms and conditions, and the remaining terms and conditions shall survive, remain in full force and effect, and continue to be binding and enforceable.

18. Additions

Accessibility

Accessibility varies depending on the tour type and location. Some tour start locations and vehicles are not fully wheelchair accessible, and there may be steps or uneven surfaces to navigate. Guests requiring assistance will need to have a member of their party available to help them board, as our staff is not permitted to assist directly. For specific accessibility information

regarding a particular tour, please contact us prior to booking. We will do our best to accommodate your needs, but please be aware that certain limitations may apply.

Service Animals

Certified service animals, not support animals, are allowed on certain tours only, and valid proof of certification must be presented at the tour start location. Service animals are not allowed on some bus tours or certain haunted tours. For bus tours, small certified service animals that can sit on the customer's lap are allowed; for larger animals, an additional seat must be purchased. Customers are responsible for cleaning up after their service animals. Service animals are also allowed on walking tours, with the same responsibility for clean-up.

Payment for Bayouswamptours.com

We also offer tours through our sister website, Bayouswamptours.com. In some cases, payment for these tours may be processed through Big Easy Ghost Tours, especially when combined offer tours are booked. Please refer to the specific terms and conditions of bigeasyghosttours.com for more details.

Disclaimer for Bayouswamptours.com

Tours offered through Bayouswamptours.com are provided by a third-party vendor. Big Easy Ghost Tours is not responsible for any issues, delays, cancellations, or other occurrences related to these tours. All terms and conditions of the third-party vendor will apply, and we recommend reviewing those terms prior to booking. Big Easy Ghost Tours is not liable for any damages or claims arising from these tours.

19. Limitation of Liability for Accessibility and Compliance Issues

Big Easy Ghost Tours shall not be held liable for any accessibility-related issues, data protection concerns, or cookie consent matters arising from the use of our website or services. Users are responsible for ensuring that their use of our website complies with their own accessibility needs and legal requirements. For any accessibility barriers or data protection inquiries, please contact us directly at [support@bayouswamptours.com].

20. Indemnification

You agree to indemnify, defend, and hold harmless Big Easy Ghost Tours, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of our website, services, or any violation of these Terms and Conditions.