

## **TERMS AND CONDITIONS**

### **1. CONTRACT**

BY MAKING A RESERVATION AND PAYING THE TRIP DEPOSIT YOU CERTIFY THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS.

### **2. PAYMENT AND ACCEPTANCE OF BOOKING**

BY MAKING A RESERVATION AND PAYING THE TRIP DEPOSIT YOU CERTIFY THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. THE RESERVATION WITH A DEPOSIT OF \$500 USD PER PERSON, UNLESS OTHERWISE NOTED ON THE TRIP. IF A BOOKING IS MADE 45 DAYS OR LESS BEFORE THE DEPARTURE DATE THE FULL AMOUNT IS DUE AT THE TIME OF BOOKING. THE BALANCE OF THE TOUR PRICE IS DUE 45 DAYS BEFORE THE DEPARTURE DATE. IF THE BALANCE IS NOT PAID 45 DAYS BEFORE DEPARTURE, THE RIGHT IS RESERVED TO TREAT THE CLIENT'S BOOKING AS CANCELLED.

### **3. CANCELLATION BY THE CLIENT**

A CANCELLATION BY THE CLIENT MUST BE MADE IN WRITING. THE DATE WHEN IT IS RECEIVED DETERMINES THE CANCELLATION CHARGE APPLICABLE. CANCELLATION FEES ARE AS FOLLOWS:

BOOKING DATE TO 180 DAYS PRIOR TO DEPARTURE - \$65 PER PERSON;

180 TO 61 DAYS PRIOR TO DEPARTURE \$300 PER PERSON

60 TO 31 DAYS PRIOR TO DEPARTURE - 50% OF TOTAL TRIP COST PER PERSON;

30 TO 0 DAYS PRIOR TO DEPARTURE - 100% OF THE TOTAL TRIP COSTS PER PERSON.

FOR PACKAGES THAT INCLUDE AIR FLIGHTS, THERE ARE NO REFUNDS ONCE THE AIR PORTION HAS BEEN TICKETED.

FOR BOOKINGS MADE THROUGH THIRD PARTY ORGANIZATIONS, THERE MAY BE ADDITIONAL TERMS AND CONDITIONS. REFER TO THE FINE PRINT AND OTHER TERMS IDENTIFIED ON VOUCHERS SUPPLIED BY SUCH THIRD PARTIES. THE COMBINED TERMS AND CONDITIONS LISTED ON THE THIRD PARTY VOUCHER TERMS AND CONDITIONS WILL APPLY TO EACH TRANSACTION; SHOULD THERE BE ANY CONFLICT OF TERMS, THE MORE RESTRICTIVE TERMS WILL APPLY.

### **4. OTHER CANCELLATION**

IF A TRIP IS CANCELLED DUE TO CONSOLIDATION OR FORCE MAJEURE, THE CLIENT MAY CHOOSE A FULL REFUND OF ALL PAYMENTS MADE OR AN ALTERNATIVE TRIP OFFERED. IF THE ALTERNATIVE TOUR CHOSEN BY THE CLIENT IS OF LESSER OR GREATER VALUE THAN THE TOUR ORIGINALLY BOOKED THEN THE CLIENT WILL BE ENTITLED TO A REFUND OF THE PRICE DIFFERENCE OR REQUIRED TO PAY THE PRICE DIFFERENCE, HOWEVER THE CASE MAY BE. FORCE MAJEURE IS AN UNUSUAL OR UNFORESEEN CIRCUMSTANCE OUTSIDE THE COMPANY'S CONTROL. CONSOLIDATION REFERS TO THE FACT THAT THE SCHEDULED TRIP IS DEPENDENT UPON A MINIMUM NUMBER OF PERSON'S PARTICIPATING.

### **5. UNUSED SERVICES**

NO PARTIAL REFUNDS ARE POSSIBLE FOR UNUSED SERVICES INCLUDING HOTEL ROOMS, AIR OR LAND TRANSPORT, OR OTHER EXCURSIONS AND MEALS.

### **6. PRICES AND SURCHARGES**

IT IS POSSIBLE UP TO 4 WEEKS BEFORE DEPARTURE TO ADVISE CLIENT ABOUT ADDITIONAL SURCHARGE DUE INCREASES IN AIR FARES OR OTHER TRANSPORT COSTS, TAXES, OR IF GOVERNMENT ACTION SHOULD REQUIRE TO DO SO. SURCHARGES WILL BE CALCULATED ACCORDING TO THE FULL EXTRA COSTS, COMPARED TO THE ORIGINAL COSTS AND EXCHANGE RATES. THE COMPANY WILL BE RESPONSIBLE FOR THE FIRST 2% OF THE ADDITIONAL. PRICE AND THE CLIENT WILL BE RESPONSIBLE FOR THE BALANCE. THE CLIENT MAY CANCEL THE BOOKING WITHIN 7 DAYS OF NOTIFICATION OF THE SURCHARGE AND OBTAIN A FULL REFUND.

## **7. SINGLE SUPPLEMENT**

TRIP PRICES ARE BASED ON DOUBLE ACCOMMODATIONS. SINGLE ACCOMMODATIONS CAN BE ARRANGED FOR AN EXTRA COST.

## **8. FLEXIBILITY**

THE STATED ITINERARY IS NOT A CONTRACTUAL OBLIGATION ON THE PART OF THE COMPANY. THE CLIENT UNDERSTANDS THAT THE AMENITIES, TYPE OF TRANSPORT, ROUTE, SCHEDULE, AND ITINERARIES MAY CHANGE WITHOUT PRIOR NOTICE DUE TO LOCAL CIRCUMSTANCES OR EVENTS. EVENTS CAUSING THESE CHANGES MAY INCLUDE MECHANICAL BREAKDOWN, FLIGHT CANCELLATIONS, ILLNESS, POLITICAL DISPUTES, WEATHER, BORDER CROSSING PROBLEMS, AND OTHER UNFORESEEABLE FACTORS.

## **9. CHANGES**

ALL EFFORTS ARE MADE TO OPERATE ALL TOURS AS DESCRIBED, REASONABLE CHANGES IN ITINERARY MAY BE MADE WHERE CONSIDERED NECESSARY. THE RIGHT IS RESERVED TO CHANGE ANY OF THE SERVICES AND FACILITIES DESCRIBED IN THE TOUR DESCRIPTIONS IF NECESSARY BEFORE A BOOKING IS MADE. IF SUCH A CHANGE IS MADE, THE CLIENT WILL BE TOLD AT THE TIME OF BOOKING. IF A MAJOR CHANGE IS MADE, THE COMPANY WILL INFORM THE CLIENT AS SOON AS POSSIBLE IF THERE IS TIME BEFORE DEPARTURE. A MAJOR CHANGE IS DEFINED AS CHANGE AFFECTING ONE DAY IN FIVE OF THE ITINERARY. WHEN A MAJOR CHANGE IS MADE THE CLIENT MAY CHOOSE BETWEEN ACCEPTING THE CHANGE, OBTAINING A FULL REFUND OF ALL PAYMENTS MADE OR ACCEPTING AN ALTERNATIVE TOUR OFFERED. IF THE MAJOR CHANGE IS DUE TO FORCE MAJEURE OR UNFORESEEN CIRCUMSTANCE NO COMPENSATION IS PAYABLE.

## **10. FACTORS OUTSIDE OF CONTROL (FORCE MAJEURE)**

ALL EFFORTS WILL BE DONE TO MINIMIZE THE EFFECTS OF MATTERS OUTSIDE ITS CONTROL, BUT CANNOT ACCEPT ANY LIABILITY FOR THESE MATTERS WHICH INCLUDE POLITICAL DISPUTES, BORDER CLOSURES, REFUSALS OF VISAS, INDUSTRIAL ACTION, DELAYED FLIGHTS, UNFORESEEN CLIMATE, ETC.

## **11. CHANGES BY THE CLIENT**

THE CLIENT MAY ONLY MAKE A CHANGE TO A BOOKING AT LEAST 60 DAYS BEFORE DEPARTURE. ANY ADDITIONAL COSTS WILL BE CHARGED. NOTE THAT SCHEDULED AIRLINES MAY IMPOSE 100% CANCELLATION CHARGES. THIS INCLUDES BOOKING ADDITIONAL ACCOMMODATIONS, TRANSFERS OR EXCURSIONS. NO CHANGES MAY BE MADE LESS THAN 15 DAYS BEFORE DEPARTURE.

## **12. IF THE CLIENT IS PREVENTED FROM TRAVELING**

IF THE CLIENT IS PREVENTED FROM TRAVELING DUE TO SERIOUS ILLNESS, DEATH OR SERIOUS ILLNESS OF A CLOSE FAMILY RELATIVE OR JURY SERVICE, THEN THE CLIENT MAY TRANSFER THEIR TOUR TO ANOTHER PERSON. WRITTEN PROOF AND REASONABLE NOTICE OF THE CIRCUMSTANCE MUST BE GIVEN. IF THE TOUR TRANSFER IS ACCEPTED, ONLY THE CLIENT MAY TRANSFER HIS OR HER BOOKING TO ANOTHER PERSON. THAT PERSON MUST BE SUITABLE FOR THE TOUR, AND MUST PAY ANY OUTSTANDING BALANCE. THERE MAY BE ADDITIONAL COSTS THAT THE CLIENT WOULD HAVE TO PAY.

## **13. AUTHORITY ON TOUR**

THE CLIENT MUST AT ALL TIMES COMPLY WITH THE LAWS, CUSTOMS, FOREIGN EXCHANGE AND DRUG REGULATIONS OF THE COUNTRIES VISITED. AT ALL TIMES THE DECISION OF TOUR LEADER OR REPRESENTATIVE IS FINAL ON ALL MATTERS THAT MAY THREATEN THE SAFETY OR INTERFERE WITH THE WELLBEING OF THE GROUP OR INDIVIDUAL TRAVELERS. SHOULD THE CLIENT FALL TO COMPLY WITH THE ABOVE, OR SHOULD THE CLIENT INTERFERE WITH THE WELL BEING OF THE GROUP THEN THE TOUR LEADER OR COMPANY REPRESENTATIVE MAY ORDER THE CLIENT TO LEAVE THE TOUR WITHOUT RECOURSE TO ANY REFUND.

#### **14. TRAVEL DOCUMENTS**

THE CLIENT MUST OBTAIN AND HAVE POSSESSION OF A VALID PASSPORT, ALL VISAS, PERMITS AND CERTIFICATES, AND VACCINATION CERTIFICATES, REQUIRED FOR THE ENTIRE TOUR. THE CLIENT ACCEPTS RESPONSIBILITY FOR OBTAINING THESE DOCUMENTS AND ANY OTHER NECESSARY DOCUMENTS. INFORMATION OR ADVICE GIVEN ON VISAS, VACCINATIONS, CLIMATE, CLOTHING, BAGGAGE, SPECIAL EQUIPMENT, ETC. IS GIVEN IN GOOD FAITH BUT WITHOUT RESPONSIBILITY .

#### **15. CLAIMS AND COMPLAINTS**

IF A CLIENT HAS A COMPLAINT, THE CLIENT MUST FIRST INFORM THE TOUR LEADER OR COMPANY REPRESENTATIVE WHILE ON THE TOUR IN ORDER THAT THE LEADER/ REPRESENTATIVE CAN ATTEMPT TO RECTIFY THE MATTER. ANY FURTHER COMPLAINT MUST BE PUT IN WRITING TO THE COMPANY WITHIN 30 DAYS OF THE END OF THE TOUR.

#### **16. INSURANCE**

IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN PERSONAL TRAVEL INSURANCE. THE CLIENT IS WILLING TO ACCEPT FULL RESPONSIBILITY FOR INSURANCE UP TO LIMITS THAT THE CLIENT MAY REQUIRE. THIS INSURANCE MUST COVER PERSONAL ACCIDENT, MEDICAL EXPENSES, AIR AMBULANCE, LOSS OF EFFECTS, REPATRIATION COSTS AND ALL OTHER EXPENSES WHICH MIGHT ARISE AS A RESULT OF LOSS, DAMAGE, INJURY, DELAY OR INCONVENIENCE OCCURRING TO THE CLIENT. IT IS RECOMMENDED THAT ALL CLIENTS HAVE PERSONAL TRAVEL INSURANCE. THE CLIENT UNDERSTANDS THAT THE PRICE OF THE TOUR DOES NOT INCLUDE ANY INSURANCE. THE CLIENT MUST MAKE CERTAIN THAT THE INSURER IS AWARE OF THE TYPE OF TRAVEL THE CLIENT WILL BE UNDERTAKEN.

#### **17. AIRLINES**

OUR RESPONSIBILITY IN RESPECT OF AIR TRAVEL IS LIMITED TO THE AIRLINE'S CONDITIONS OF CARRIAGE. NO RESPONSIBILITY FOR LOSSES DUE TO CANCELLED FLIGHTS OR SEATS OR CHANGED FLIGHT ITINERARIES IS TAKEN. THE CLIENT CANNOT CANCEL THE CONTRACT WITHOUT PENALTY DUE TO A CHANGE OF AIRLINE, AIRCRAFT TYPE OR DESTINATION. SIMILARLY, THE CONTENTS OF THIS CATALOG DO NOT COMMIT THE AIRLINES MENTIONED HERE. THE RESPONSIBILITY OF THE AIRLINES IS LIMITED TO THE CARRIAGE OF PASSENGERS AND BAGGAGE IN ACCORDANCE WITH THEIR TERMS AND CONDITIONS OF SERVICE.

#### **18. RESPONSIBILITY**

NOTICE IS GIVEN THAT ALL ARRANGEMENTS MADE ON BEHALF OF THE CUSTOMERS ARE MADE BY ORGANIZERS ON THE SOLE CONDITION THAT THE ORGANIZERS SHALL NOT BE HELD RESPONSIBLE FOR ANY INJURY, DEATH, ACCIDENT, DELAY, LOSS, DAMAGE OR IRREGULARITY WHICH MAY BE OCCASIONED THROUGH ACTS OF ANY COMPANY AND/OR PERSONS ENGAGED IN CARRYING OUT THE ARRANGEMENTS AND SERVICES DESCRIBED HEREIN OR OTHERWISE IN CONNECTION HEREWITH. THE COMPANY ACTS AS AN AGENT FOR TRANSPORT PROVIDERS, HOTELS AND OTHER CONTRACTORS AND SHALL NOT BE HELD LIABLE FOR ANY INJURY, DAMAGE LOSS, DELAY OR IRREGULARITY THAT MAY OCCUR; INCLUDING, BUT NOT LIMITED TO, FLIGHT DELAYS AND CANCELLATION, ANY DEFECT IN A VEHICLE OR ANY OTHER FORM OF CONVEYING A TRAVELER, ACTS OF GOD, DETENTION, DELAYS OR EXPENSES ARISING FROM QUARANTINE, STRIKE, THEFT, FORCE MAJEURE, CIVIL DISTURBANCE, GOVERNMENT RESTRICTION OR REGULATION, ACCIDENT BY AIRCRAFT, BOAT, BICYCLE, MOTOR VEHICLE OR ANY OTHER FORM OF TRANSPORT IN ANY HOTEL OR GUEST HOUSE, OR OTHER FORM OF ACCOMMODATION. THE INFORMATION CONTAINED IN THE PUBLICATIONS IS CORRECT TO THE BEST OF THE ORGANIZER'S KNOWLEDGE, BUT THE ORGANIZER RESERVES THE RIGHT TO ALTER ANY ITINERARY OR SERVICE AT ANY TIME WITHOUT PENALTY TO THE ORGANIZER. ANY ADDITIONAL EXPENSES OR CANCELLATION SHALL BE BORNE BY THE CUSTOMER. THE ORGANIZER RESERVES THE RIGHT TO WITHDRAW OR REFUSE ANY SERVICE TO ANY CUSTOMER

AT THE DISCRETION OF THE ORGANIZER. PAYMENT OF DEPOSIT IS TAKEN AS ACKNOWLEDGMENT AND AGREEMENT TO THE ABOVE ITEMS. BAGGAGE AND PERSON EFFECTS ARE THE SOLE RESPONSIBILITY OF THE OWNERS AT ALL TIMES. THE RIGHT TO ACCEPT OR TO REFUSE ANY PERSON AS A MEMBER OF THIS TRIP AT ANY TIME, WHEN SUCH ACTION IS DETERMINED TO BE IN THE BEST INTERESTS OF THE HEALTH, SAFETY, OR GENERAL WELFARE OF THE TOUR GROUP OR OF THE INDIVIDUAL, SUBJECT ONLY TO THE REQUIREMENT THAT THE PORTION OF THE TOTAL AMOUNT PAID WHICH CORRESPONDS TO THE UNUSED SERVICES AND ACCOMMODATIONS BE REFUNDED. PASSENGERS REQUIRING EXTRAORDINARY ASSISTANCE MUST BE ACCOMPANIED BY SOMEONE WHO CAN AND WILL BE TOTALLY RESPONSIBLE FOR PROVIDING ALL REQUIRED ASSISTANCE. IF THE ENTIRE PROGRAM IS CANCELLED FOR ANY REASON, PARTICIPANTS SHALL HAVE NO CLAIM OTHER THAN FOR A FULL REFUND. BY FORWARDING THE DEPOSIT, THE PASSENGER CERTIFIES THAT HE/SHE HAS NO PHYSICAL, MENTAL, OR OTHER CONDITION OF DISABILITY THAT WOULD CREATE A HAZARD FOR HIM/HER OR OTHER PASSENGERS AND ACCEPTS THE BOOKING TERMS AND CONDITIONS.