

# TERMS AND CONDITIONS

The terms "we", "us", "our", and "Flash Tour USA" refer to Flash Tour USA Inc. The term "you", "clients", or "the traveller" refers to the customer or agent booking a reservation. By making a reservation booking a tour with us these terms and conditions come into effect

## **1. Registration and Payment**

A deposit of 30% is required at the time of booking. We accept payment via credit card, certified check, and wire or bank transfer. The balance is due 90 days prior to departure. If your reservation is made within 90 days of departure, the entire cost of the trip must be paid at the time of confirmation.

## **2. Cancellation**

All cancellations of confirmed reservations are subject to a \$350 per person administrative fee. Additionally, clients are subject to any cancellation fees assessed by the purveyors of services including hotels, rail or airlines used in the itinerary. Cancellations 180 days or more prior to departure will receive full refund minus the \$350 per person administrative fee. 180-120 days will be subject to loss of deposit (30% trip price). 120 - 90 days will be subject to loss of 50% of program price. 90 days or less will be subject to 100% of program price.

Special educational agent tours known as Fam tours are always non refundable. Cancellation of participation at any time will be subject to loss of the full tour cost.

## **3. Insurance**

We strongly recommend the purchase of trip cancellation insurance for coverage of expenses in conjunction with cancellation due to illness or accident. Baggage insurance is also recommended. In the event that you must cancel your participation in a travel program, trip cancellation insurance may be the only source of reimbursement.

## **4. Passports and Visas**

Valid passports are required for travel. Check with the appropriate consulate or embassy for the latest visa requirements.

## **5. Baggage**

Weight restrictions may apply on internal flights. Baggage and personal effects are at owner's risk throughout the travel program. Check with the airline for other baggage restrictions applicable to internal and international flights.

## **6. Changes**

Prices are based on current rates of exchange, tariffs and taxes. Flash Tour USA reserves the right to increase tour prices to cover increased costs, tariffs and taxes, and to reflect fluctuations in foreign exchange markets. Flash Tour USA also reserves the right to withdraw a tour or any part of it to make such alterations in the itinerary or with the tour inclusions as it deems necessary or desirable and to pass on to tour members any expenditures or losses caused by delays or events beyond its control. Itineraries and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond Flash Tour USA's control. Every effort will be made to operate tours as planned, but alterations may occur after the final itinerary has been issued.

## **7. Factors outside of control (Force Majeure)**

All efforts will be done to minimize the effect of matters outside its control, but cannot accept any liability for these matters, which include political disputes, border closures, refusal of visas, industrial action, delayed flights, unforeseen climate and so forth.

## **8. Promotional Photography**

Flash Tour USA reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. By booking a reservation with Flash Tour USA, program members agree to allow their images to be used in such photographs. Program members who prefer that their images not be used are asked to identify themselves to their travel program escort at the beginning of their program.

## **9. Claims and Refunds**

Refunds are not made for any missed services, except for verifiable extenuating circumstances. Please see our Limits on Responsibility under section 10 Limits on Responsibility. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the program and be accompanied by supporting documentation and/or a statement from the Operating Company verifying the claim, and they are not otherwise specifically addressed in these terms and conditions. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. Flash Tour USA will not accept any liability for any claims that are not received within 30 days of the termination of your travel program. All claims for days missed while travelling should be made in writing within 30 days of the termination of the program.

## **10. Air Transportation**

Flash Tour USA will not accept any responsibility for mistakes or errors in airfare bookings made by independent third parties. The traveler's confirmed web page will have detailed tour information, and it is up to the traveler to ensure the correct arrival and departure flight information from the tour start and end cities. Please note that certain airfares are subject to a service fee. Should you cancel or change your air reservation before or after your departure, cancellation penalties apply.

Airlines concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their planes or conveyances. These programs may use the services of any IATA carrier. International air carriers are subject to international air conventions limiting their liability. The limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package. The passage contract in use by these companies, when issued, shall constitute the sole contract between the companies and the purchaser of these travel programs and/or passage.

## **11. Limits on Responsibility**

Flash Tour USA, its employees, officers, directors, successors, agents and assigns, does not own or operate any entity which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, Flash Tour USA is not liable for any negligent or willful act of any such person or entity or of any third person.

Flash Tour USA, acts solely as agents for the client with respect to all transportation, hotel and other tour arrangements. In that capacity, Flash Tour USA exercises all reasonable care possible to ensure the traveler's safety and satisfaction, but, Flash Tour USA neither assumes nor bears any responsibility or liability for any injury, death, damage, loss, accident, delay, or irregularity arising in connection with the services of any airplane, train, ship, automobile, motor coach, carriage, or other conveyance, or the actions of any third-party involved in carrying the traveler or in affecting these tours. Flash Tour USA is not responsible for damages, additional expenses, or any other losses due to cancellation, delay or other changes in air or other services, sickness, weather, strike, war, civil disturbances, acts or threats of terrorism, travel warnings or bans, termination or suspension of war risks or other carrier insurance, quarantine, acts of God or other causes beyond its control. All such losses must

be borne by the traveler, and tour rates provide for arrangements only for the time stated. Flash Tour USA is not responsible for delays, changes or cancellation costs due to incorrect, incomplete or expired traveler documents. In the event of cancellation, delay or rescheduling mandated by any of the aforesaid causes beyond Flash Tour USA control, the passenger shall have the option of accepting in lieu of the original tour such rescheduled tour or other substituted tour(s) as may be offered, or else, receiving a refund of as much of such advance tour expenditures as Flash Tour USA can recover on the traveler's behalf from carriers, third-party tour vendors, etc., but, Flash Tour USA shall not have any obligation or liability to the traveler beyond the foregoing. Flash Tour USA reserves the right to make alterations to the tours itinerary and to substitute hotels, vehicles, ships, or activities if this is required. Flash Tour USA reserves the right to cancel, delay, or reschedule any tour prior to departure, and, so long as this is not due to any of the aforesaid causes beyond our control and relating to the safety of travellers, the passenger shall be entitled to a refund of monies paid to that point if he/she so desires, less any non-refundable payments or uncollectible expenses incurred.

In addition and without limitation, Flash Tour USA is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

Risks: There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to, hiking, walking safaris, climbing injuries and altitude sickness, and in all trips dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Passenger assumes all such risks with regard to these possibilities.

COVID-19: As a result of the spread of the coronavirus (Covid-19), governments and travel suppliers (including airlines, hotels, restaurants, guides and tourist attractions) have implemented health, safety, hygiene, security and other measures to be followed before, during and after your trip (collectively, the "Covid Measures"). As a result of Covid-19 and/or the Covid Measures, you and other travellers may experience, without limitation, (i) extended wait-times and other travel delays; (ii) shortening, prolonging, or cancelling your trip or trip excursions, not gaining entry to your destination country or certain tourist attractions, and/or returning home unexpectedly; and (iii) unexpected costs

associated with Covid-19 testing and other Covid Measures, hospital stays, medical treatments, cancellations or change charges relating to your trip excursions, early cancellation or extended trip charges, as well as in-destination and home-country quarantine protocols. Because Covid Measures change day-to-day and from country to country, the preceding risks and costs associated with Covid-19 and the Covid Measures are not intended to be exhaustive.

You acknowledge (for yourself and on behalf of your traveling companions that have booked a Flash Tour USA tour through or by you), that you will comply with, and will cause your traveling companions to comply with, all Covid Measures, and will do so at your cost and risk. For greater certainty, you agree that all costs associated with Covid-19 and complying with Covid Measures, including those set out above, have not been included in, and are in addition to, your trip price and you are fully responsible for, and shall pay, same. You (for yourself and on behalf of your aforesaid traveling companions and each of your and their family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives) covenant not to sue and release, waive and discharge Flash Tour USA from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or your aforesaid traveling companions related to COVID-19, or similar virus. Covid Measures are generally updated frequently and are typically set out on government and travel supplier websites. We recommend that you visit these websites frequently before and during your trip.

Arbitration Agreement: Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the brochure, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in the United States, in accordance with the rules of the Arbitration Association then existent.

Travellers Representations: The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. Flash Tour USA reserves the right to decline to accept anyone on a trip. Flash Tour USA reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.