

1. The Contract

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept and are bound by these terms and conditions and booking are made with Xplore-Asia Ltd (**ATOL Number 9236**) a company registered in England and Wales with the company number 5651257.

2. Payment Requirements

At the time of booking or 60 days or more prior to departure, whichever is later a nonrefundable deposit of £250 per person per tour is due. The nonrefundable deposit should be sent to the Company or its Agent. 30 – 59 Days before departure 50 % of the tour price is required and full payment is required 30 days before departure.

3. Cancellation by the Client

Any cancellation by a Client must be made in writing and acknowledged by the Company. The date on which the letter is received by the Company or its Agents will determine the cancellation charge applicable. Cancellation for Xplore Asia – excl. The cancellation charges are expressed hereafter as a percentage of the total tour price, excluding insurance. Any cancellations to domestic flights booked through Xpkore-Asia will be subject to a \$25 US cancellation fee per flight in addition to airline fees. International flights will be subject to a \$110 US fee in addition to airline fees. Note: airlines may impose up to 100% cancellation charges. If paying by credit card there will also be a credit card merchant fee levied against the amount refunded by Xplore-Asia.

- A. Cancellation more than 60 days before departure: Loss of deposit.
- B. Cancellation 59 - 30days before departure: 50% of tour price.
- C. Cancellation less than 30 days before departure: 100% of tour price.

4. Cancellation of a Tour by the Company

The Company reserves the right to cancel a tour for any reason, but will not cancel a tour less than 60 days before departure except for force majeure, unusual or unforeseen circumstances outside the Company's control. When a tour is cancelled by the Company, the Client may choose between a full refund of all monies paid or any alternative tour offered by the Company. The Company is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, nonrefundable connecting flights or loss of enjoyment, etc. If the alternative tour chosen by the Client is of a lower value than that originally booked then the Client is entitled to a refund of the price difference. If the alternative tour chosen by the Client is of a higher price than that originally chosen then the Client must pay the difference.

5. Unused Services

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination, i.e. sickness, death of a family member, etc.

6. Flexibility

The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each tour is merely representative of the types of activities contemplated, and the Company is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

7. Changes

7a. Changes made by the Company The Company reserves the right to change any of the facilities, services or prices described in the brochure before a booking is made. If such a change is made the Client will be told at the time of booking or when the change occurs. While the Company will endeavour to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid or accepting an alternative tour offered by the Company.

7b. Transfer to another departure (by the Client) A transfer from one tour to another can only be made more than 60 days before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge an administration fee of £30 / \$50 US per person per change. Any request to transfer received less than 60 days before departure will not normally be accepted. In this case the Client must cancel the booking and then rebook on another tour. A Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply.

7c. Transfer of name If you are prevented from travelling on the tour you booked by circumstances such as those which would permit you to make a claim on a standard cancellation insurance policy, you may transfer your booking to another person, provided they meet all the requirements relating to that tour. More than 60 days before departure, administrative fee of £30 / \$50 US will apply. Note: airlines may impose 100% cancellation charges. Within 60 days, name transfers are not permitted. Note: airlines may impose 100% cancellation charges.

8. Acceptance of Risk / Insurance

The Client acknowledges that the nature of the tour is adventurous and may involve a certain amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. The Company's obligations, and those of any suppliers providing any service or facility involved in any travel arrangements the Client books with us, are to provide services and facilities with reasonable care and skill. It is recommended that clients obtain travel insurance with a minimum cover of \$80,000 US while travelling with the Company and this insurance should cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. It is also recommended that the insurance is extended to include cancellation, curtailment, loss of belongings and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience

occurring to the Client. If obtaining travel insurance through the Company, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by the Company

9. Authority on Tour

At all times the on a tour the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise Xplore Asia at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behaviour is causing or is likely to cause danger, distress or annoyance to others we may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund.

10. Travel Documents

The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (your passport must be valid 6 months past your return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents and permits, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided.

11. Factors outside the Company's control

Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities, civil commotions, labour difficulties, whether or not Company is a party thereto, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Company.

12. Claims & Complaints

If a Client has a complaint against the Company the Client must first inform the tour leader or company representative whilst on the tour in order that the leader/representative can attempt to rectify the matter. If satisfaction is still not reached through these means then any further complaint must be put in writing to the Company within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

13. Suppliers Conditions

Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and you will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at our offices, or at the offices of the relevant supplier.

14. Local Conditions

Client acknowledges that she/he will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in our daily lives. By booking travel with the Company, Client acknowledges that she/he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. Client is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary and is encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

15: Severability

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

16. Your Financial Protection

Xplore-Asia Ltd is registered with a Air Travel Organiser's Licence ATOL number 9236. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."