

1. YOUR VACATION CONTRACT

The contract is between the Company and the client, being any person travelling or intending to travel on a trip operated by the Company.

2. TO SECURE YOUR BOOKING

To secure a booking, the Company requires booking information and the necessary non-refundable deposit (deposit amount will vary according to trip) or full payment if booking for travel within 60-90 days (will vary according to trip). Clients booking by telephone, on the website, by e-mail or facsimile will be deemed to have signed the Declaration on the booking form and agreed to the following four conditions:

- a)** they have read and accepted our Booking Conditions and general information pages, contained in our literature and/or on our website.
- b)** they appreciate, on behalf of all the people included in their booking, the risks involved in adventure travel.
- c)** they or anyone else on their booking does not suffer (or has ever suffered) from any preexisting medical condition which may prevent them from actively participating in the trip.
- d)** the person signing, or being deemed to sign, the booking form warrants that he/she has full authority to do so on behalf of all persons whose names appear thereon, and confirms that all such persons are fully aware of and accept these conditions.

A booking is accepted and becomes definite only from the date when the Company sends a confirmation notification. It is at this point that a contract, based upon these terms and conditions, between the Company and the client and all named persons in your booking comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease trip prices. The Company or their agents reserve the right to decline any booking at their discretion. Although unusual, Travels Together, LLC reserves the right to refuse any booking.

We emphasize the importance of making a booking at the earliest opportunity, because of the small group nature of our trips.

All persons under the age of 18 must be accompanied by an adult over the age of 25 who accepts responsibility for them.

The person submitting the booking warrants that he/she has the authority of all other persons included in the trip to make the booking on their behalf. Because of the nature of adventure travel, we are unfortunately unable to confirm your booking immediately. On some tours where it is necessary for us to check availability of services with our local contacts, or with other suppliers such as airlines, we may need to contact you to offer alternative services.

3. PAYMENT FOR YOUR VACATION

The balance of all monies due must be paid to the Company or their agent no later than the specified date which will be provided at time of booking. Date provided at time of booking will indicate the required date final payment is needed before departure. In the case of non-payment of the balance by the due date, the Company may treat the booking as cancelled by the client.

4. IF YOU CHANGE YOUR BOOKING

An administration fee of US\$100 per booking plus any additional costs incurred will be charged if a confirmed booking is changed. Changes are subject to availability.

5. IF YOU CANCEL YOUR BOOKING

Should the client wish to cancel, cancellation charges will be imposed. These are calculated from the day written cancellation notification is received by the Company:

If payment is due 2 months prior to trip, cancellation policy is as follows:

- a)** 61 and more days before departure – 80% of trip is refunded
- b)** 60-31 days before departure – 35% of trip refunded
- c)** 30 days or less – no refund

If payment is due 7 weeks prior to trip, cancellation policy is as follows:

- a) 42 days and more before departure – retention of deposit
- b) 42-29 days before departure – 55% of trip is refunded minus deposit
- c) 28-15 days before departure – 45% of trip is refunded minus deposit
- d) 14-8 days before departure – 25% of trip is refunded minus deposit
- e) 7 days or less – no refund

If payment is due 5 weeks prior to trip, cancellation policy is as follows:

- a) 1-45 days and more before departure – 70% of trip is refunded minus deposit

****Please note that any cancellation will also incur banking fees that will be deducted from the refunded amount.**

It is strongly recommended that full insurance is taken out which includes coverage, under certain circumstances, against the loss of deposit or cancellation charges.

6. IF YOU HAVE A COMPLAINT

Should the client have a complaint about any of the trip arrangements, the client must notify the local guide and the Company at the time. It is only if the Company and the relevant supplier know about problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from the Company being extinguished or at least reduced.

7. PASSPORT, VISAS AND VACCINATIONS

Clients are responsible for arranging, and must be in possession of, a valid passport (valid for six months) and any visas and vaccination certificates possibly required. Information about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith but without responsibility on the part of the Company.

8. TRAVEL AND CANCELLATION INSURANCE

Clients are responsible for effecting sufficient personal travel insurance. Travel insurance is mandatory for all clients whilst on a trip organized by the Company. Clients together with their personal property including baggage are at all times solely at their own risk. Protection for at least US\$75,000 emergency medical evacuation plus US\$75,000 medical expenses is required. Clients are wholly responsible for arranging their own insurance and ensuring that they are in possession of private Travel Insurance with protection for the full duration of the trip in respect of at least medical expenses, medical evacuation, injury, death, repatriation, cancellation and curtailment, with adequate benefits. Clients should ensure that there are no exclusion clauses limiting protection for the type of activities included in their trip. The clients must satisfy themselves that any such insurance is what they require and clients should arrange supplementary insurance if need be.

9. IMPORTANT: LIABILITY INSURANCE

The client acknowledges and accepts that there may be no policy covering the Company's liability to its clients for death, injury, damage or loss occurring anywhere in the world. The client also specifically acknowledges that with respect to passenger accident liability cover this cover may be very limited or may not exist at all. The client acknowledges that the company has taken reasonable steps in safeguarding its liability.

10. VACATION PARTICIPATION

Clients agree to accept the authority and decisions of the Company's employees, trip leaders and agents whilst on tour with the Company. If in the opinion of such persons the health, level of fitness or conduct of a client at any time before or after departure appears likely to endanger the safe, comfortable or happy progress of a trip the client may be excluded from all or part of the trip without refund or recompense. In the case of ill-health, the Company may make such arrangements as it sees fit, and recover the costs thereof from the client. If a client commits an illegal act the client may be excluded from the trip and the Company shall cease to have responsibility to/for them. Travels Together, LLC must be notified of any pre-existing medical condition(s) at the time of booking. If you are affected by any condition, medical or otherwise, that might affect you or affect other people's enjoyment or active participation of the trip, you must advise us at the time of booking or as soon as possible should such a condition arise after the time of booking. No refund will be given for any unused services. All persons joining any Travels Together, LLC trips are expected to have a level of fitness appropriate for the demands of the itinerary of their chosen holiday.

11. SURCHARGES

External factors may affect exchange rates, transportation and accommodation, the Company reserves the right to alter the price of any trip and forward an amended invoice. Any price increase will be notified as soon as we are alerted.

12. IF WE CHANGE YOUR VACATION

While the Company will use its best endeavors to operate all trips as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. The Company reserves the right to change any of the facilities, services or prices described in the brochure and/or the website before a booking is made. Minor changes may also be necessary even after a booking is made. If a major change is known to us, the client will be told at the time of booking, otherwise the Company will inform the client as soon as reasonably possible if there is time before departure. The definition of a major change will depend on the individual trip and circumstances. When a major change is made, the client will have the choice of accepting the change of arrangements, purchasing an alternative trip or cancelling the trip and obtaining a full refund.

13. IF WE CANCEL YOUR VACATION

The Company reserves the right to cancel a trip in any circumstances. Unless the client fails to pay the final balance, the Company, upon cancellation, will return all monies paid not including visas, vaccinations or any associated costs such as nonrefundable airline tickets, or offer an alternative trip. The Company is not responsible if you are unable to make your trip due to force majeure of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or other similar events beyond the control of the Company. Consolidation refers to the fact that each trip is dependent upon a minimum number of persons participating. The Company is not liable for any penalty charges associated with connecting air fares, in the event of a change to a trip departure time, date or cancellation. Due to road, weather, or other conditions deemed to be unfavorable traveling conditions by the Company, trip itineraries are subject to change without notice. We reserve the right to refuse acceptance of or retain any participant for any reason at any time. We are not responsible for any additional expenses incurred by such participants.

14. OUR RESPONSIBILITY FOR YOUR VACATION

Clients bookings are accepted on the understanding that they appreciate the possible risks inherent in adventure travel and that they undertake the trips, treks or expeditions featured in the program at their own volition. Due to political and cultural differences, as well as generally tougher physical conditions, travel to many areas of the world involves risks other than those we take in our daily lives. The Company and the local guides it works with place extreme importance on the safety of clients. It is important, however, that clients realize that they are responsible for making themselves aware (through State Department advisories, Government Tourist Offices and other sources of information) of the risks involved, and are responsible for making their decisions accordingly. No refund will be made for any unused services which are included in the price. The Company shall not be liable for any delays, deviations or omissions from any trip caused by circumstances beyond its reasonable control, nor for any direct or indirect consequences thereto. The Company shall not be liable to compensate clients for associated expenses incurred as a result of their booking. The Company only acts as agent for the suppliers of transportation and local operators/agents, and/or other related travel services provided and assumes no liability or responsibility for additional expenses howsoever caused arising directly or indirectly from the actions or omissions of such independent parties, accidents, loss or damage to person or property, delays, transport failures, strikes, war, force majeure, Acts of God etc, over which it has no control. Arrangements so made by the Company will be subject to any special terms imposed by the supplier of these services. The Company accepts no liability for any action or activity undertaken by the client arranged independently of the Company while on tour. The Company accepts no liability for any circumstance arising pursuant to the agreement constituted by acceptance of these conditions by the client save where such circumstance derives directly from a failure by the Company.

15. ASSUMPTION OF RISK

I accept that Travels Together, LLC has and will advise me, to the best of its ability, with pertinent information regarding passports, visas and international health requirements, but it is my responsibility to ensure that passports, visas, travel permits, health certificates, insurance of all types, inoculations, or other documentation needed are obtained, current, and in order. Travels Together, LLC has advised me that insurance coverage is required for my trip and \$75,000 of Medical Expense and \$75,000 of Emergency Medical Evacuation insurance is the minimum of what is required. Travels Together, LLC has also suggested that I obtain insurance for the following additional coverages: (1) Accidental Death, (2) Trip Cancellation/interruption and, (3) Baggage & personal effects. I am aware that travel, whether in civilized or remote areas, by plane, train, auto, horseback, or other conveyance or on foot, contains inherent risks of illness, injury, death or loss and

damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. I recognize that such risks may be present at any time before, during and after the trip in which I am participating under the arrangements of Travels Together, LLC and its agents or associates. I am also aware that medical services or facilities may not be readily available during the time I am participating in this trip.

16. RELEASE OF LIABILITY

In consideration of and as part of the payment for the right to participate in this trip, and the activities, transportation, services, and food arranged for me by Travels Together, LLC and its agents or operators, I ("Releasor"), certify that I have read all of the above and fully understand its contents. I agree, and on behalf of any minors accompanying me, I agree, to hold Travels Together, LLC, its officers, owners, employees, and suppliers ("Releasees"), harmless of any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to Releasor or Releasor's property, which might occur, including without limitation those caused by the sole or concurrent negligence of Travels Together, LLC. I hereby agree to be responsible for my own welfare, and accept that any and all risks of delay, unanticipated events, illness, injury, emotional trauma or death. I expressly assume any and all risks with respect to the activities and circumstances described herein, and pledge not to sue Releasees on account of any losses, claims, costs, liabilities or damages, and further, I agree not to claim the unenforceability of this agreement. I agree that the forgoing obligation shall be binding upon me personally, as well as upon my heirs, successors, executors and administrators, members of my family and legal representatives and shall also be binding upon any minors accompanying me.

17. DISPUTE RESOLUTION

The Company and client consent and agree that in the event of a dispute, New York Law and New York County venue control for purposes of all dispute resolutions.

PRICES

Dates, prices and itineraries shown for all trips may be subject to change. Trip prices may change due to unforeseen cost changes or fluctuations or fuel charges.

Room Occupancy, Single Supplements, and Shared Room Assignments

All trip prices are based on double occupancy. Single rooms are available for an additional charge, referred to as a "single supplement" in our materials. If you are traveling alone and wish to share a room, we will attempt to find a roommate for you. If we are unable to do so, you will be assessed the customary single supplement. This will vary according to trip chosen.

Single Room Option – Please indicate for each person requiring a pre-paid single room on a trip (where applicable).

Room/Cabin Share – If booking for more than one person, we will automatically room you together on a twin share basis. If you specifically DO NOT wish to share with the person/people with whom you have booked please let us know.

Please ensure that you have read and understood all the above information, plus the information regarding the style of our trips and other travel information.

Please ensure you are aware of the following important issues before booking a trip:

- **Travel Insurance** – Adequate Travel Insurance with coverage for Personal Accident, Medical including Hospital Expenses, Repatriation and Curtailment is **compulsory for all customers on all TRAVELS TOGETHER, LLC TRIPS.** Protection for **US\$75,000 emergency medical evacuation plus US\$75,000 medical expenses is the minimum required. Trip protection coverage including cancellation coverage is also highly recommended.**
- **Insurance Documentation** – A copy of your insurance policy detailing policy validity dates, coverage and names of those insured must be carried on the trip with you.
- **Passports** – Most nationalities are required to have at least 6 months validity in their passport (from the time of returning home) in order to enter many of the countries in which we operate.
- **Visas** – Some trips may require an entry visa – please ensure you have adequate time to arrange these prior to departure. You must have at least one free page in your passport per visa required for your trip.
- **Fitness and ability** – It is imperative for everyone's sake that you are fit and healthy enough and able to participate in all included elements of your chosen trip. Please ensure you have read the trip literature and are happy with this before booking.

Please make sure you have read the above as it is your contract with Travels Together, LLC and clearly lays out what you have agreed with us. Thank you.