

Absolute Adventure Travel

9 Greenway Plaza, Suite 3112
Houston, Texas 77046
713 807 9620

TERMS & CONDITIONS

1. RESERVATIONS AND PAYMENTS

- 1.1 Reservations can be made by contacting Absolute Adventure Travel, hereinafter referred to as the "Company," through the worldwide reservations center in Houston, Texas, U.S.A. Please contact us at 713 807 9620.
- 1.2 Reservations are booked and confirmed only on receipt of a 25% advance payment of the basic program rate or the advance payment shown on your Invoice, whichever is greater. This advance payment is due within seven (7) days of making the reservation. There shall be no binding contract until the Company has received the advance payment. Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation. When the Company receives your advance payment, a booking reference number will be assigned and noted on your original invoice. This number shall be deemed to constitute acceptance and confirmation of the booking. Your cancelled check and/or wire transfer authority will act as your receipt.

If the Company is NOT making your complete travel arrangements for you, it will be necessary to furnish us with a copy of the confirmation of your transportation arrangements before we confirm our portion of your travel plans. The Company cannot be liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation schedules.

- 1.3 The balance is due no later than one hundred and twenty (120) days prior to commencement of the program. If the balance has not been received by that date, the Company shall be entitled, at its sole discretion, to treat your reservation as canceled, and consequently to forfeit such part of the advance payment as determined solely by the Company.
- 1.4 Any reservation made within one hundred and twenty (120) days of commencement of a program may be accepted provided space is available, payment in full is received, and provided that documents can be delivered prior to departure.
- 1.5 The Company will not provide tickets, coupons, vouchers or documents until the Company has received full payment and a signed copy of this form.
- 1.6 The Company will not accept responsibility for wire transfer and/or overnight mail charges.
- 1.7 **No client will be permitted into the field unless payment in full has been received by the Company prior to the commencement of the program and a signed copy of this form has been received by the Company.**
- 1.8 Special airfares are capacity controlled and often sold out months in advance. In addition, many accommodations offered by the Company have limited capacity. It is essential to make reservations well in advance to insure your preferred arrangements.

info@5staradventures.com
www.absoluteadventuretravel.com

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2. CANCELLATIONS AND REFUNDS

- 2.1 Any cancellation of a booking must be in writing and shall only be effective upon its acknowledged receipt by the Company. Cancellation charges shall apply in the following circumstances:
- Cancellation 121 days or more prior to program starting date is subject to a \$500 fee per person.
 - Cancellation 120 to 61 days prior to program starting date, full advance payment is forfeited.
 - Cancellation 60 to 31 days prior to program starting date, 50% of total program cost is forfeited.
 - Cancellation 30 days or less prior to program starting date and "no shows," total program cost is forfeited to include handling fees and liquidated damages for the Company.
- 2.2 If you are a "no show," the Company shall be entitled to treat your reservation as canceled without having given the Company any notice, and the provisions of Paragraph 2.1 shall apply.
- 2.3 Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability. If the Company is able to assist, an administrative fee of \$100 per change will be assessed per change. These fees will be added to your final invoice.
- 2.4 No refunds are given (1) for lost travel time or substitution of facilities, (2) for itineraries amended after departure, (3) for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your program, (4) if you do not appear for any accommodation, service, sightseeing or trip segment without notifying the Company, or (5) if you leave your program after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations.

3. FOR YOUR INFORMATION

- 3.1 The Company acts as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company, including, but not limited to, various overseas ground operators.
- 3.2 All bookings like those described above are accepted by the Company, as agent for independent overseas ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers, **IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE** which may arise out of these services. The Company reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any program any person at any time, and to pass on to program members any expenditure incurred by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

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4. THE ITINERARY

All efforts will be made to adhere to the planned route but alterations may be necessary from time to time. Reasonable changes in the itinerary may be made where deemed sensible for the comfort and well being of the trip members. The right is reserved to substitute hotels and otherwise alter the itinerary.

5. RISKS

- 5.1 The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by the Company. The Company will ask you to sign a Release to acknowledge this warning and also to release and hold harmless the Company from any damages that may result.
- 5.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a program sold by the Company which is not due to the gross negligence of the Company, its officers, employees, authorized representatives or agents whomsoever.

6. MEDICAL & HEALTH

- 6.1 Persons with certain physical conditions should not undertake Treks at high altitude and the Company requires that your doctor sign our Medical Certificate. Normal cancellation penalties apply if your doctor does not approve the Medical Certificate.
- 6.2 The trip leader has the right to disqualify anyone at anytime during the trip if they are concerned about the trip member's ability to continue safely or if the trip member's participation may jeopardize either the individual or other members of the group.
- 6.3 It is your responsibility to advise us of any medical problems well before departure.
- 6.4 Hospital facilities are often unavailable and evacuation can be prolonged, difficult and expensive. The Company assumes no liability regarding medical care and associated costs. We do recommend the purchase of trip insurance that includes medical expenses and emergency evacuation costs.

7. FORCE MAJEURE

- 7.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).

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- 7.2 If the Company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.
- 7.3 The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- 7.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavors to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.
- 7.5 Regarding civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

8. INSURANCE

8.1 The Company strongly recommends that you obtain the following types of insurance which are commercially available:

- **Accidental death and disability**
- **Emergency medical evacuation**
- **Trip cancellation**
- **Major Medical**
- **Loss of personal effects**

Please contact your representative at Absolute Adventure Travel, 713 807 9620, for more information on insurance.

9. SURCHARGES & EXCHANGE RATES

- 9.1 Although the Company hopes that it will not need to levy surcharges it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such non-payment as an act of cancellation on your part and the provisions of Clause 2 shall apply.
- 9.2 Rates used in the programs are based on tariffs and exchange rates valid at the time of printing. Should a rate vary against the US Dollar by more than 3%, the Company reserves the right to recalculate the tour cost and apply the differential as a surcharge. Any refund made by the Company shall be in its sole and absolute discretion.

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10. TERMS AND CONDITIONS

These terms and conditions govern the relationship between the Company and you, to the total exclusion of any other terms and conditions. No alteration to the terms and conditions may be made by any of the Company employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. All decisions and matters subject to the Company's discretion shall be made by an authorized officer of the Company.

11. CARRIAGE BY LAND, SEA AND AIR

11.1 Carriage by Land, Sea and Air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers an air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

11.2 The passenger contract in use by the airline carriers concerned, when issued, shall constitute the sole contract between the transportation companies and the purchaser and/or the passengers.

12. BAGGAGE

Temporary or permanent loss of, or damage to your baggage is the responsibility of you or the carrier.

13. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

14. SPECIAL REQUESTS

You must advise the Company in writing of any special requests; e.g., diet, facility or physical handicap, when you submit your reservation request to the Company. The Company will meet such requests, if possible.

15. SINGLE TRAVELERS

Accommodation is based on double occupancy. If you wish to share accommodation we will assign you a roommate where possible. If it is not possible to assign you a roommate or if you prefer single accommodation we will determine the single supplement fee and add it to the trip cost.

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16. INFORMATION IN THE BROCHURE

All information given in the Company's brochures, fliers or any other material, is, to the best of the Company's knowledge, correct at the time of going to press but the Company reserves the right to change same. The photographs reproduced and information provided in this brochure depict typical scenes experienced and details on each destination; but the subject matter may not necessarily be seen or experienced while visiting that destination.

17. PHOTOGRAPHY

The Company reserves the right without further notice to make use of any photography or film taken on the trip by our staff for general purposes without payment or permission.

18. DISPUTES

If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation.

19. CONSENT

The payment of the advance payment OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in the Company's brochures, invoice and travel documents. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorized officer of the Company.

20. MONEY PAID TO TRAVEL AGENTS

Your agent will forward advance payments to us on your behalf. Since your agent is not our agent for the purpose of receipt of monies, there is no liability on our part unless and until we notify you that monies paid have been received by us. A Booking Confirmation Number is issued to your agent upon receipt of their payment on your behalf.

21. CONDITION OF BOOKING

You shall comply with the instructions of the Company's representatives at all times. No Client shall be accepted or be permitted to continue on a program while their status or mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves or make themselves objectionable to other Clients or become a hazard to themselves or other Clients and the Company will not be responsible for expenses by such persons precluded from completing the program for this reason.

22. NOTICE OF ENFORCEABILITY

Please remember: when you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in this brochure.

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23. YOUR BOOKING AGENT'S RESPONSIBILITY

At the Company we are very proud of our relationship with the travel trade throughout the world. To facilitate the reservations process for you, the Company requests its booking agents to provide you with thorough communications pertaining to your booking. Your agent has been provided with a list of responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. Your agent will assist you to the best of his/her ability in providing answers and information pertaining to your booking.

24. CANCELLED TRIPS

The Company has the right to cancel any trip due to insufficient sign-up. Full refunds will be made or alternative trips booked. WorldWideWalkers is not responsible for additional costs the trip member might have incurred, including non-refundable airfares, visa fees, medical expenses etc.

25. LIMITATIONS OF LIABILITY

The Company acts only as the agent for owners, contractors and suppliers providing transportation and/or all other travel services and assumes no liability for injury, loss or damage to person or property, however caused.

All Absolute Adventure Travel programs are subject to the "Terms & Conditions" as described on this insert. It is imperative that you read carefully and fully understand all aspects of the "Terms & Conditions" before making your booking. Changes in the "Terms & Conditions" can be made only in writing by an officer of Absolute Adventure Travel.

Please keep one copy for your records and sign and return one copy to Absolute Adventure Travel.

I/we have read the Terms and Conditions, understand and accept them

Signed:

Print name:

Date: