

## Booking Conditions

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- 1. ACCEPTANCE AND AGREEMENT.** Uneathed Travel, LLC offers the Applicant a place on the tour on the strict understanding that the Applicant has read and understood this and the following Booking Conditions and accepts and agrees to abide by them. Once accepted, the Applicant becomes a Tour Member.
- 2. HEALTH AND FITNESS REQUIREMENTS.** It is the obligation of each Tour Member to ensure that he/she is in good health prior to the tour, having regard to the destination and undertakings of the tour. Each Tour Member acknowledges that participation in the tour may be subject to medical clearance, and confirms that he/she has answered the questions on the booking form or other requisite medical forms accurately and agrees to promptly inform Uneathed Travel if any of the information supplied becomes incorrect before the scheduled departure date of the tour.
- 3. DOCUMENTATION.** Each Tour Member requires a valid passport and is responsible for obtaining and having available the necessary documents including visas to enable him/her to participate in the tour and agrees to comply with all legislation, immigration, customs and foreign exchange regulations of the countries through which the tour shall pass. In the event an airline ticket is issued with incorrect information you have provided, or if you use a different passport than originally cited, you will be responsible for charges associated with the ticket's reissue.
- 4. INSURANCE.** Uneathed Travel's policy is to hold comprehensive travel insurance cover to include emergency, casualty evacuation, and compensation for loss or damage to certain property or possessions and public liability. The insurance obtained by Uneathed Travel does not cover the Tour Member in relation to the period prior to departure. Each Tour Member is responsible to obtain their own travel insurance for the period prior to departure that is suitable to their own needs.
- 5. PRICES AND EXTRAS.** The price quoted includes all specialist equipment supplies, administration and travel arrangements both internal and external for tours with the following exceptions: (i) each Tour Member is responsible for arrangement and payment of all his/her costs for inoculations, passports, visas and airport taxes where required; (ii) each Tour Member is responsible for providing his/her own prescribed medical requirements, personal equipment and clothing as advised and detailed under the appropriate sections of the tour information and any supplementary written communications or instructions sent to Tour Members; (iii) tour costs are based on ground costs, airfares and exchange rates at the time of application and may be subject to fluctuations. Uneathed Travel endeavors to maintain its advertised price but reserves the right to increase this price without notice at any time up to and including the day of departure of any tour in the event of exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increases in ground operator service fees.
- 6. CANCELLATION.** Each Tour Member acknowledges that he/she has been given the opportunity to take out travel insurance that may cover cancellations in some but not all circumstances. For all cancellations the following fees apply per Tour Member: (i) prior to 90 days before departure – total loss of first installment and 50% of any subsequent payments made; (ii) less than 90 days prior to departure and after commencement of travel - total loss of tour cost including first installment.
- 7. VIABILITY OF TOUR.** Where there are a number of cancellations or other circumstances arise beyond the reasonable control of Uneathed Travel so as to make the tour in the opinion of Uneathed Travel no longer viable, then Uneathed Travel shall: (i) in the case of cancellations be entitled to treat all Tour Members of that tour as having cancelled his/her participation in the cancelled tour; and, (ii) use its best efforts to join those Tour Members who wish to participate in a tour with another of Uneathed Travel's tours.
- 8. SCHOOL TOURS.** Where an Uneathed Travel tour has been formed with the assistance or acknowledgment whether informal or otherwise of a school or other organization and the school or organization takes some action that withdraws that assistance or acknowledgment then Uneathed Travel is entitled to treat that action as a cancellation by each and every Tour Member.
- 9. ALTERATIONS TO DESTINATIONS, ITINERARY, TOUR LEADER, ETC.** Where circumstances arise such that in Uneathed Travel's opinion it is necessary or advisable to make alterations to the destination or departure date of a tour and/or changes to itinerary, routes, length or dates of the tour, identity of the tour leader(s), including without limitation joining one tour with another, then Uneathed Travel shall be entitled to make any or all of such alterations and changes without prior notification to or consultation with the Tour Member.
- 10. AUTHORITY OF LEADER.** Tour Members agree that they will abide by the decisions of the tour leader or leaders engaged by Uneathed Travel whilst a tour is in progress.
- 11. RIGHT OF WITHDRAWAL.** Uneathed Travel reserves the right to withdraw any Tour Member at any time and the tour leader may, at any time require any Tour Member to leave the tour in circumstances in which Uneathed Travel determines the continued presence of the Tour Member prejudices the tour's good order or discipline whether involving contravention of the law of any country through which a tour passes or otherwise.
- 12. TRANSFERABILITY.** This contract is personal to each Tour Member and/or their parent or legal guardian who shall not assign the benefit of this Contract without the prior written consent of Uneathed Travel.
- 13. FLIGHT ARRANGEMENTS.** Uneathed Travel makes all decisions in the planning process of the tours. This includes without limitation decision making as to the identity of the operator, the aircraft flight number, departure date, and arrival destinations.
- 14. TRAVEL ADVICE AND VACCINATIONS.** U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at [travel.state.gov](http://travel.state.gov) for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.
- 15. INDEMNITY.** Each Tour Member and parent or guardian acknowledge that the enjoyment and excitement of the tour is derived in part by travel and activity involving risks beyond the safety of life at home or work. Each Tour Member and parent or guardian accepts all the inherent risks of the tour and all activities associated or ancillary thereto. By signing the booking form the Applicant or where the Applicant is under the age of 18 years his/her parent or legal guardian agrees to be bound by the conditions set out in this agreement. Applications will only be accepted if the booking form is signed by both the Applicant and his/her parent or legal guardian. The Applicant and where the Applicant is under the age of 18 years the parent or legal guardian of the Applicant must carefully note the contents of tour information (which may include a code of conduct) provided by Uneathed Travel and the Applicant and parent or guardian must note and comply with the joining and other instructions set out in the tour information. Failure to do so may prejudice other Tour Members, Uneathed Travel and tour leaders causing consequential losses and expenses for which the parent or guardian of the Tour Member will at all times hereafter indemnify and keep indemnified Uneathed Travel and its employees. Each Tour Member and where the Tour Member is under the age of 18 years the parent or legal guardian of the Tour Member will at all times indemnify and keep indemnified Uneathed Travel, its employees and tour leaders against all liabilities incurred by any or all of Uneathed Travel, its employees and tour leaders, the Tour Member and his/her parent or legal guardian by reason of any of the following: (i) Failure to ensure the Tour Member is in good health as set out in clause 2 of this agreement; (ii) Failure to have necessary documentation as set out in clause 3 of this agreement; (iii) The Tour Member being withdrawn from the tour as set out in clause 11 of this agreement; and, (iv) Failure to comply with any tour information (which may include a code of conduct) provided by Uneathed Travel.
- 16. PHOTOGRAPHS AND MARKETING.** Tour Members consent to Uneathed Travel using images, video footage and/or testimonials (quotes) of the Tour Member taken during the trip for advertising and promotional purposes. The Tour Member grants Uneathed Travel a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.
- 17. UNEARTHED TRAVEL'S WARRANTIES.** For the avoidance of doubt, references herein to "us" "we" and "our" shall also refer to our affiliates. The information, software, products, and services provided by us, or our suppliers or published on our website may include inaccuracies or errors, including pricing errors. We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to such information that appears on our website. We expressly reserve the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty. Any ratings for suppliers are intended only as general guidelines, and we do not guarantee the accuracy of the ratings. We make no guarantees about the availability of specific products and services. We make no representations about the suitability of the information, software, products, and services provided by us or contained on our website for any purpose. The inclusion or offering of any products or services by us does not constitute our endorsement or recommendation of such product or service. All such information, software, products, and services are provided "as is" without warranty of any kind. We disclaim all warranties that our website, its servers or any email sent from us or our suppliers are free of viruses or other harmful components. We hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. Warranty disclaimers may vary from state to state. The carriers, hotels and other suppliers providing travel or other services on this website are independent contractors and not agents or employees of us. We are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. We have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond our control, and we have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority. In no event shall we be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this website or our services or with the delay or inability to access, display or use our website whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if we have been advised of the possibility of such damages. If, despite the limitation above, we are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then our liability will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to us in connection with such transaction(s) on this website, or (b) one-hundred dollars (us\$100.00) or the equivalent in local currency. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.
- 18. ARBITRATION.** Any controversy or claim arising out of or relating in any way to these Booking Conditions, to the Responsibility Clause, to the brochure, or any other information relating in any way to the trip, or to the trip itself, shall be resolved solely and exclusively by binding arbitration in California, in accordance with the then existing commercial rules of the American Arbitration Association. In any such arbitration substantive California law will apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.
- 19. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of law.
- 20. COPYRIGHT.** Copyright of this brochure remains vested in Uneathed Travel, LLC.