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## **BOOKING TERMS & CONDITIONS**

All tours are operated by Eskapas (“Eskapas” or the “Tour Operator”). Your booking contract may be with Eskapas or with its subcontractors in its operational areas. By booking or participating in a tour and any related products or services (a “Tour”) with the Tour Operator, you (“you”) agree to these Terms & Conditions (the “Terms”).

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. These Terms, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with us. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

### **1. THE BOOKING CONTRACT**

Your booking is confirmed and a contract exists when the Tour Operator or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to the Tour Operator or authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be **at least 18 years of age to make a booking**. You agree to provide full, complete, and accurate information to the Tour Operator.

### **2. BOOKING ON BEHALF OF OTHERS**

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying the Tour Operator or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and the Tour Operator will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### **3. ACCOMMODATION RATINGS AND STANDARDS**

On any of our European tours, Egypt tours, Turkey & Greece tours accommodation is provided in twin accommodation, which may be two single beds or a double bed and a bunk bed. In certain locations, a twin is commonly accepted as referring to two separate mattresses and duvets contained in one large frame.

Two travellers booking together will be accommodated in a twin room.

Triple rooms can be requested, in writing, but cannot be guaranteed in every location in which event the above situation applies. Most hotels have rooms that will take an extra bed if required. These extra beds may be bunk beds, fold-away beds or sofa beds. Where an extra bed is added this may limit the space available.

Solo travelers will be accommodated in private rooms and they have to pay a single room supplement at an additional cost. Single rooms do not always match up either in size or facilities to twin-bedded rooms.

Please note that in some properties, lifts may not directly service all floors and access to and from these floors may be by stairway only. Please note that porter services are not standard and not available at many hotels.

Accommodation ratings are displayed as provided by the supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

Safety standards in some countries may differ from those applicable in your home country. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information that may be posted around the hotel or anywhere else.

Generally hotel rooms will be available for **check-in** between 12h00 noon and 15h00 with **check-out** between 10h00 and 12h00 noon. Please note that our itineraries often require that we deviate from these times in order to stay on schedule.

## 4. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to the Tour Operator at the time of booking. The Tour Operator will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All **food allergies and dietary restrictions** must be disclosed to the Tour Operator at the time of booking but the Tour Operator cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and the Tour Operator and the Tour Operator is not liable for any failure to accommodate or fulfill such requests.

### 4.1. REQUIRED MEDICAL INFORMATION

You must provide any medical information reasonably requested by the Tour Operator. The Tour Operator reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour.

The Tour Operator reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where the Tour Operator determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to the Tour Operator at the time of booking. The Tour Operator may refuse to carry women who are over 24 weeks pregnant. The Tour Operator may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. The Tour Operator does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level, and medical requirements.

Travel with the Tour Operator may involve visiting remote or developing regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities in the countries you may visit on your Tour varies and the Tour Operator makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

## 4.2. AGE REQUIREMENTS

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by the Tour Operator, the minimum age for minors travelling on any Tour is 6 years old.

All bookings with a minor are subject to review and approval by the Tour Operator. If the consent of a parent, guardian, or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation, and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into, and depart from applicable countries and regions. The Tour Operator will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behavior, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. The Tour Operator does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

## 4.3 MANDATORY INSURANCE REQUIREMENTS

You must have travel insurance with a minimum medical, evacuation and repatriation coverage of US\$50,000 covering all applicable dates of travel with the Tour Operator. This insurance must cover personal injury and emergency medical expenses. On the first day of each Tour, a representative of the Tour Operator will verify that you have sufficient insurance in place. You are strongly recommended to extend your coverage to include **cancellation, curtailment, and all other expenses** that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by the Tour Operator and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

## 5. ACCOUNT REGISTRATION

In order to access and use certain features on [eskapas.com](http://eskapas.com), you must register for an “account”. You are responsible for maintaining the confidentiality of your account password and login credentials. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account.

Your account is for non-commercial, personal use only. You may not impersonate someone else (e.g., adopt the identity of a celebrity or pseudo names), create an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts on [eskapas.com](http://eskapas.com). Eskapas Travel reserves the right to close your account at any time for any or no reason.

We may terminate or suspend your account or ability to use the Website, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your account or ability to use the Website if you misuse the Website. Any such termination or suspension could prevent you from accessing your account, the Website, your Content, Website Content, or any other related information.

You may terminate your account at any time by emailing at [info@eskapas.com](mailto:info@eskapas.com), and discontinuing your access of any and all parts of the Website. As a user of [eskapas.com](http://eskapas.com), you understand and agree that:

- Neither Eskapas Travel nor its affiliates will have any liability to you or others for any unauthorized transactions made using your account access details; and

- The unauthorized use of your account could make you liable to both Eskapas Travel and other users.

## **6. PRICES, SURCHARGES AND TAXES**

Tours are priced and advertised inclusive of VAT or local taxes while exclusive of sales taxes (unless mentioned as included). The Tour Operator will not increase the price of your Tour after you have paid in full. Prior to this time, the Tour Operator reserves the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. The Tour Operator also reserves the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) The price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) The exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of the Tour Operator's contracts with airlines (and their agents), cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if the Tour Operator is able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to the Tour Operator, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

Should the price of your holiday go down solely due to the changes mentioned above then any refund due will be paid to you less an administrative fee of US\$50, based on the currency of your booking. However please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

From time-to-time the Tour Operator may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by the Tour Operator or its disclosed agent are not entitled to reduced pricing.

## **7. VALIDITY**

All dates, itineraries and prices of Tours are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance these Terms.

You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking the Tour Operator's website at least 72 hours prior to departure as minor changes may have been made after the time of booking.

## **8. DEPOSITS**

At the time of booking, a deposit of 20%, as applicable, per person per Tour is due to the Tour Operator. In case there is a cruise product in your product, the deposit amount of the cruise 350€ per cabin must be paid in addition of 20% of land part. If the booking is made 30 days or less prior to departure, full payment is due at the time of booking. The deposit should be sent to the Tour Operator or authorized agent, as applicable.

## **9. DETAILS REQUIRED FOR BOOKING**

As a condition of booking, you must provide the information requested by the Tour Operator along with final payment. If you fail to provide all required information prior to the date on which

full payment is due, an administrative fee will be charged for any costs incurred by the Tour Operator as a result of your failure to provide the required information. If you fail to supply information required by the Tour Operator for air tickets, permits, or other inclusions, you will also be liable for any costs, fees, or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by the Tour Operator, the Tour Operator also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by the Tour Operator, in its sole discretion. The information required by the Tour Operator will vary by Tour and will be communicated to you or to the Tour Operator's authorized agent during the booking process. The Tour Operator will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced, or otherwise incomplete information you have provided.

## **10. CARRIER PRICES AND TERMS**

### **10.1. AIRFARE**

Tour prices do not include international or other airfare unless expressly mentioned in the Tour's descriptions. The Tour Operator will quote the best price available for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by the Tour Operator or the applicable air carrier(s).

The Tour Operator acts only as a sales agent for the applicable air carrier and the air carrier terms and conditions apply to the purchase and use of the air travel ticket. Please consult the air carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. The Tour Operator is not responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

### **10.2. CRUISES**

Some products include cruise ships products. The Tour Operator acts only as a sales agent for the applicable cruise carrier and the cruise carrier terms and conditions apply to the purchase and use of the a cabin. Please consult the cruise carrier's applicable terms and conditions and conditions of carriage for complete information including applicable cancellation terms. The Tour Operator is not responsible for changes in cruise itineraries or departure times and does not provide advice or alerts regarding cruise status or delays. Any no-show provided due to delay of cruise ship must be addressed to cruise company to compensate the no-show losses.

## **11. FINAL PAYMENT & ACCEPTANCE OF BOOKING**

The confirmation sent by the Tour Operator or your travel agent will contain details of final payment required for any booking. Payment of the balance of the price for any products or services booked is due 30 days before the departure date of the first product or service included in the applicable booking. If full payment is not received by the applicable due date, the Tour Operator may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 15 days before the departure date of the first product included in the applicable booking, then the full amount must be paid at the time of booking. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice.

The Tour Operator is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to the Tour Operator.



## 12. CANCELLATION AND POSTPONEMENT BY THE PARTICIPANT BEFORE DEPARTURE

### 12.1. CANCELLATION

You may cancel your booking by notifying the Tour Operator. All cancellations must be submitted in writing by email([info@eskapas.com](mailto:info@eskapas.com)) and shall be effective the next working day. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Tour Operator and are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance, cruise or airline products). Airline tickets included in each program are non-refundable, and incur 100% cancellation fees as from the purchase of your program (1), unless specifically mentioned in the inclusions/exclusions of the particular product (2). In case of modification of dates, only the charges that airline companies charge will apply

**Airline tickets** included in each program are **non-refundable**, and incur 100% cancellation fees as from the purchase of your program (1), unless specifically mentioned in the inclusions/exclusions of the particular product (2). In case of modification of dates, only the charges that airline companies charge will apply.

**Cruise tickets** included in each program are refundable based on the following conditions:

- a) 91 days or more prior to sailing: No charge/ Full Refund
- b) 90 - 30 days: loss of deposit amount (350€ per cabin)
- c) 29 days or less: No refund except for port and service charges

#### **Cancellation of a Tour:**

- (a) Cancellation received 46 days or more before departure of first product or service in relevant booking: Full refund (except for bank charges, airlines tickets and cruise tickets)
- (b) Cancellation received 45-31 days before departure of first product or service in relevant booking: an amount equal to 20% of the remainder of the payments made to the Tour Operator in respect of the cancelled Tour will be refunded.
- (c) Cancellation received 30-15 days before departure of first product or service in relevant booking: an amount equal to 50% of the remainder of the payments made to the Tour Operator in respect of the cancelled Tour will be refunded.
- (d) Cancellation received 14-08 days before departure of first product or service in relevant booking: an amount equal to 75% of the remainder of the payments made to the Tour Operator in respect of the cancelled Tour will be refunded.
- (e) Cancellation less than 07 days before departure of first product or service in relevant booking: no further refund will be payable.

The Tour Operator will deduct the cancellation charge(s) from any amount you have already paid to the Tour Operator.

### 12.2. POSTPONEMENT

Any amendment in arrival dates with up to **46 days** before the beginning of your services will not incur in any cancellation fees, except if the new provided dates contain a rate difference. If the new arrival date is cheaper than the original one, the tour operator will refund the difference. If your selected product contains an air and cruise ticket, the publicly known charges originated from such amendment, will indeed be charged to the traveller.

## 13. GUARANTEED DEPARTURES, CHANGES & CANCELLATION OF A TOUR BY THE TOUR OPERATOR

A departure date for a Tour offered by the Tour Operator will become a guaranteed departure when at least one booking secured by a valid deposit has been made on that departure. The Tour Operator guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonable

itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on the Tour Operator's website or by contacting the Tour Operator. Brochures and other printed materials displaying Tour information and departure dates are subject to change and may not be relied upon for purposes of this guarantee.

If the Tour Operator makes an insignificant change to your holiday, it will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but will have no liability to you for failing to inform you or your travel agent. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, change of accommodation to another of the same or higher standard (where specific accommodation was identified to you), changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally the Tour Operator may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- (a) A change in accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of outward departure time or overall length of your arrangements of twelve or more hours.
- (d) A significant change to your itinerary, missing out one or more destination entirely.

The Tour Operator will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of **Force Majeure** or failure by you to pay the final balance.

If the Tour Operator has to make a significant change or cancel, it will tell you as soon as possible and if there is time to do so before departure, will offer you the choice of:

- (i) (For significant changes) accepting the changed arrangements; or
- (ii) Having a refund of all monies paid; or
- (iii) Accepting an offer of alternative travel arrangements of comparable or higher standard if available (at no extra cost); or
- (iv) If available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify the Tour Operator of your choice within 7 days of the offer. If the Tour Operator does not hear from you within 7 days, it will contact you again to request notification of your choice. If you fail to respond again within 3 days the Tour Operator will assume that you have chosen to accept the change or alternative booking arrangements.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of the Tour Operator. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with the Tour Operator, whether or not such expenses arise from a change of itinerary, and the Tour Operator is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. The Tour Operator will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

**IMPORTANT NOTE:** The Tour Operator will not pay you compensation in the following circumstances:

- Where the Tour Operator makes an insignificant change;
- Where the Tour Operator makes a significant change or cancels your arrangements more than 10 days before your departure
- Where the Tour Operator makes a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- Where the Tour Operator has to cancel your arrangements as a result of your failure to make full payment on time;
- Where the change or cancellation by the Tour Operator arises out of alterations to the confirmed booking requested by you; or
- Where the Tour Operator is forced to cancel or change your arrangements due to Force Majeure.



If the Tour Operator becomes unable to provide a significant proportion of the arrangement that you have booked with Tour Operator after you have departed, we will, if possible, make alternative arrangement for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

#### **14. FLEXIBILITY & UNUSED SERVICES**

You acknowledge that the nature of cruise travels, adventure travels, require flexibility and acknowledges that they will permit reasonable alterations to products, services, or itineraries by the Tour Operator. The route, schedules, accommodations, activities, amenities, and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Tour Operator (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events, and entry or border difficulties). No reimbursements, discounts, or refunds will be issued for services that are missed or unused after departure due to no fault of the Tour Operator, including your removal from a Tour because of your negligence or breach of these Terms.

#### **15. CHANGES**

##### **15.1. Changes made by the Tour Operator:**

The Tour Operator may modify your itinerary where reasonably required in its sole discretion. If the Tour Operator makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), the Tour Operator will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 14 days before departure, you may choose to:

- i) accept the Material Change and proceed with the amended product or service;
- ii) book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or
- iii) book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or
- iv) cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change).

You must notify the Tour Operator of your choice within 7 days of receiving notice or you will be deemed to accept the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment, or comfort. Any changes are at the discretion of the Tour Operator. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with the Tour Operator, whether or not such expenses arise from a change of itinerary, and the Tour Operator is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. The Tour Operator will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

##### **15.2. Changes made by you:**

You are responsible for ensuring that information provided to the Tour Operator is accurate and up-to-date. Any changes to your name on any booking are subject to the Tour Operator's approval. Any changes to a booking depend on availability and are subject to the Tour Operator's approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure of the first product or service on the applicable booking.

Where the Tour Operator is unable to assist you and you do not wish to proceed with the original booking the Tour Operator will treat this as a cancellation by you. A cancellation fee may be payable. Any extra costs incurred for making the change will be charged to you along with an administrative fee. and you should be aware that these costs could increase the closer to the departure date that changes are made.

## **16. ACCEPTANCE OF RISK**

You acknowledge that travel and the products and services offered by the Tour Operator may involve a significant amount of risk to your health and safety. By traveling with the Tour Operator you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, carriage by watercraft, participation in “extreme sports” or other high-risk activities, or travel to countries with developing infrastructure. Standards of hygiene, accommodation, and transport in certain countries where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that the Tour Operator is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges, or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers, and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Tour Operator (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, the Tour Operator may terminate your travel arrangements on any product or service immediately at your expense and without any liability on the Tour Operator’s part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement, and cleaning fees) incurred by the Tour Operator or the Tour Operator’s suppliers for property damage, destruction, or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices, and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to the Tour Operator as soon as possible in order to provide the Tour Operator with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of the Tour Operator or the Tour Operator’s customer service department directly. The Tour Operator assumes no liability for complaints that are not properly brought to the attention of the Tour Operator and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by the Tour Operator within 30 days of the last day of travel of the booking in question.

## **17. OUR RESPONSIBILITIES**

1. Tour Operator will accept responsibility for the arrangements the Tour Operator agrees to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, the Tour Operator is responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if the Tour Operator or its suppliers negligently perform or arrange those services and the Tour Operator doesn’t remedy or resolve your complaint within a reasonable period of time, the Tour Operator will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all

relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which the Tour Operator or Tour Operator's employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that the Tour Operator or its supplier(s) have been negligent if you wish to make a claim against the Tour Operator.

2. The Tour Operator will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- a) the acts and/or omissions of the person affected; or
- b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- c) Force Majeure

3. The Tour Operator limits the amount of compensation it may have to pay you if it is found liable under this clause as follows:

- loss of and/or damage to any luggage or personal possessions and money: the maximum amount the Tour Operator will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount the Tour Operator will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

1. i) The extent of the Tour Operator's liability will in all cases be limited as if it's a carrier under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from the Tour Operator. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, the Tour Operator relies on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with the Tour Operator, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

2. ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability the Tour Operator may have to you under the Tour Operator's contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) the Tour Operator were a carrier.

3. iii) When making any payment, the Tour Operator is entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

4. It is a condition of the Tour Operator's acceptance of liability under this clause that you notify any claim to the Tour Operator and our supplier(s) strictly in accordance with the complaints procedure set out in these Terms.

5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to the Tour Operator or its insurers any rights they may have to pursue any third party and must provide the Tour Operator and its insurers with all assistance they may reasonably require.

6. Please note, the Tour Operator cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to the Tour Operator by you concerning your booking prior to the Tour Operator accepting it, the Tour Operator could not have foreseen you would suffer or incur if the Tour Operator breached its contract with you; or
- (b) relate to any business.

7. The Tour Operator will not accept responsibility for services or facilities which do not form part of its agreement or where they are not advertised in our brochure or on our website. For example

any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

8. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to “unavoidable and extraordinary circumstances”, the Tour Operator shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided the Tour Operator has been notified of these particular needs in advance. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

## 18. OPTIONAL EXTRAS

“Optional Extras” refers to any activity, transportation, meal, product, or service not expressly included in the Tour itinerary or price of the Tour and do not form part of the Tour. You agree that any assistance given by the Tour Operator’s representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and the Tour Operator makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of the Tour Operator regarding any Optional Extras. You release the Tour Operator from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering, or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

## 19. PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, the Tour Operator will offer you such prompt assistance as is appropriate in the circumstances. In particular, the Tour Operator will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by the Tour Operator, our employees or sub-contractors, the Tour Operator will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, the Tour Operator will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain the Tour Operator’s prior authorisation before making your own travel arrangements. Furthermore, the Tour Operator reserves the right to charge you a fee for its assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party’s negligence.

## 20. FORCE MAJEURE

Except where otherwise expressly stated in these Terms, the Tour Operator will not be liable or pay you compensation if its contractual obligations to you are affected by “**unavoidable and extraordinary circumstances**” meaning any event beyond the Tour Operator’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, labor difficulties, interference by authorities, political disturbance, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear

disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside the Tour Operator's or the supplier(s) concerned's control.

## **21. IMAGES AND MARKETING**

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## **22. PRIVACY POLICY**

The Tour Operator must collect your personal information to deliver the Tour and any products or services booked. The Tour Operator collects, uses and discloses only that information reasonably required to enable the Tour Operator and its Third Party Suppliers to provide the particular Tour, products and/or services that you have requested as described in the Tour Operator's Privacy Policy, which can be accessed any time at <https://eskapas.com> and is expressly incorporated into these Terms. By submitting any personal information to the Tour Operator, you indicate your acceptance of the Tour Operator's Privacy Policy.

## **23. SEVERABILITY**

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

## **24. CONTRACT PARTIES & SUCCESSORS**

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

## **25. APPLICABLE LAW**

The Contract and these Terms are subject to the laws of the US and you agree to the exclusive jurisdiction of the courts located in Sheridan for the resolution of any dispute under these Terms or concerning a Product.

## **26. AMENDMENTS**

The Tour Operator reserves the right to update or alter these Terms at any time, and will post the amended Terms on the Tour Operator's website at [www.eskapas.com](http://www.eskapas.com). Any amendment will take effect 10 days after being posted to the Tour Operator's website. An up to date copy of these Terms, as amended, may be accessed at any time on the Tour Operator's website and will be sent to you upon written request to the Tour Operator. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Tour Operator's website. The Tour Operator recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.