

## OPERATOR-PARTICIPANT CONTRACT AND TERMS AND CONDITIONS

**Please read these booking conditions carefully, they form an important part of the contract for your tour.**

All tours advertised in our brochure and on our website are operated by TCS & Starquest Expeditions, Inc, trading as TCS & Starquest and TCS World Travel (hereinafter called "the Company", "we", "us" or "our"), with its principal place of business at 3131 Elliott Avenue, Suite 300, Seattle, WA 98142L, United States of America and with its address for service of documents within the United Kingdom at Travelopia, Origin One, 108 High Street, Crawley, West Sussex, RH10 1BD, UK unless indicated otherwise within these booking conditions. TCS & Starquest Expeditions, Inc. is a member of the Travelopia group of companies.

### INSURANCE

**Please Note: Adequate and valid travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.**

### INSTRUCTIONS

**Please read the following information carefully. By registering for a National Geographic Expedition (the "Expedition" or "Tour"), the participant ("Participant" or "you") agrees to these TCS & Starquest Terms and Conditions herein (the "Agreement).**

### OPERATOR-PARTICIPANT CONTRACT

**National Geographic Expeditions will provide educational enrichment as outlined in its catalogue and on its website in respect of this Expedition. Any issues with regards to such content in its catalogue and on its website must be raised directly with National Geographic Expeditions. Save as expressly stated your contract for the Expedition lies with the tour operator, TCS.**

### YOUR FINANCIAL PROTECTION

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package tours booked from us and for your repatriation in the event of our insolvency.

We will provide you with financial protection for any ATOL protected flight or flight inclusive holiday that you buy from us by way of our Air Travel Organiser's Licence number 11058, administered by the Civil Aviation Authority ('CAA'). When you buy an ATOL protected flight or flight inclusive holiday from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

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

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

When you buy an ATOL protected flight or flight inclusive tour, all money accepted from you by a travel agent acting as our agent is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

When you buy arrangements other than an ATOL protected flight or flight inclusive tour, all money accepted from you by a travel agent acting as our agent is held by that agent on our behalf at all times.

The price of your tour includes the amount of £2.50 per person as part of the ATOL Protection Contribution ("APC") we pay to the CAA. This charge is included in our advertised prices.

### HOW TO BOOK

To make a booking, you must complete, date and submit to us our Reservation Form and a deposit of £5,000 per person. The deposit can be made by cheque; wire transfer; or by a major credit card such as Visa, MasterCard, American Express and Discover Card. If you wish to make payment by wire transfer, please call us for the appropriate details. If you pay your initial deposit by credit card, it is fully refundable until you sign the Reservation Form. Please fax or mail the completed form to TCS World Travel, 2nd Floor, Berkeley Square House, Berkeley Square, London, W1J 6BD, UK. Fax 020 7887 6001 or call 020 7887 6048.

If the tour is fully booked when your Reservation Form is received, your payment will be returned within 7 days, or with your authorization, TCS may retain the deposit and place your name on a waiting list in the event other Participants cancel their reservations. Even if you authorise TCS to put your name on a waiting list and retain your deposit, TCS will notify you within 7 days that the Tour is fully booked. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations.

**We will invoice you for the balance payment with a second payment of £20,000 per person being due 240 days before departure and the final balance payment due 120 days before departure.** The second and final payments are payable by wire transfer only. If you do not pay the balance by the due date your booking will be cancelled and you will be responsible for any cancellation charges.

If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist

when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Travel documents will be sent or emailed to you approximately 14 days before the departure of your holiday, and will not be issued unless payment of the due balance has been received. We cannot accept any liability for tickets lost in the post. If you live outside the UK we will normally email any tour information documents.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advance Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as "E-Borders". The information you must provide will include, but not be limited to, full name - as shown in your passport or travel document, gender, date of birth, country of citizenship, emergency contact information, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay.

**INTERNATIONAL FLIGHTS:** The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights for any particular flight leg of the Expedition, that flight leg will be cancelled and alternative arrangements may be made at the discretion of the Company.

### PRICES, SURCHARGING & AIR PASSENGER DUTY

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of this publication. Prices on our website are updated regularly. Before you make a booking we will give you the up-to-date price of your chosen holiday including the cost of any peak-season supplements, upgrades or additional facilities which you have requested. Prices quoted in this brochure are based on exchange rates published by XE.com on July 3, 2017 (NGAUSNZ-19); August 16, 2017 (NGASIA-19); August 31, 2017 (NGATW2-19 and NGATW3-19); September 20, 2017 (NGAFR2-18); November 20, 2017 (NGSAM-19); February 8, 2018 (NGATWN-19); March 15, 2018 (NGAFR-19); and April 3, 2018 (NGATW4-19).

Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure.

Air Passenger Duty "APD", which is payable by all passengers departing from UK airports, is included in the price of your holiday/flight ticket. In view of the current volatility of world oil prices, a fuel supplement may be added to the price of your holiday at the time of booking.

The itinerary and staff are subject to modification and change by the Company. Every reasonable effort will be made to operate the tour as planned; however, should unforeseen world events and conditions require our itinerary to be altered, we reserve the right to do so for the safety and best interest of the group.

### IF YOU CHANGE OR CANCEL YOUR BOOKING

If, after our confirmation has been issued, you wish to change to another of our tours we will try to make the changes subject to availability provided that notification is received in writing at our offices from the lead name. If the tour to which you transfer is more expensive than the one you originally booked, a further deposit will also be payable. Any request to change to another of our tours will be treated as a cancellation of the original booking and will be subject to cancellation charges. In addition, any alteration, whether a change to an existing booking or a change to another tour or departure date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the tour.

Where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- a) you notify us in writing at least 90 days before departure and give us authority to make the transfer; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your holiday booking ("transferee"); and
- c) the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking; and
- e) payment is made by you of all costs charged or levied by those supplying your travel arrangements, and the full tour cost must be paid in full at the time of the transfer. Both the transferor and transferee will be jointly and severally liable for payment of the tour price and other associated expenses.

You, or any member of your party, may cancel your tour at any time providing that the cancellation is made by the lead name in writing by post, fax or email. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These

Period before scheduled departure date when notice of cancellation is received	Cancellation charge per person
365 or more days	£3,500 per person
240-364 days	£5,000 per person
180-239 days	£11,000 per person
120-179 days	£18,000 per person
119 or fewer days	100% of the tour cost per person

charges are based on how many days before your booked departure we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge based on the number of passengers you wish to cancel from the booking: *Any refund due to you will be made within 14 days of receipt of your notice of cancellation.*

We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation.

All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the lead name in writing and in English and delivered by hand, fax, email or

sent by recorded delivery post to TCS World Travel, 2nd Floor, Berkeley Square House, Berkeley Square, London, W1J 6BD, UK. Fax 020 7887 6001 or call 020 7887 6048.

### IF WE CHANGE OR CANCEL YOUR BOOKING

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

We plan the arrangements for your tour many months in advance and may occasionally have to make changes, most of which are minor. Flight timings and carriers shown in the brochure are for guidance only and subject to change. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the tour and may include: a significant change of destination, a change in accommodation to that of a lower category; a change in time of your scheduled departure or return flight by more than 12 hours (but not a flight delay); or a change of UK departure airport (excluding changes between London airports). A delay to your flight that we need to make within 24 hours before you are due to depart will not be considered a major change unless the change is for more than 24 hours. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- (a) accepting the change; or
- (b) accepting a replacement tour from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one. If the alternative tour is cheaper you will receive a refund of the difference; or
- (c) cancelling your tour, in which case you shall receive a full refund of all monies paid.

In the event that we notify you of a major change to your holiday, you must notify us of which option you accept as soon as possible and in any event within 14 days of us notifying you or prior to departure (whichever is sooner).

We may also have to cancel your tour. Operation of all tours is dependent on a minimum number of persons booking the tour. If that number is not achieved, we reserve the right to cancel the tour. However, we will not cancel your tour less than 4 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. Where we cancel your booking where you are not in breach of these booking conditions and other than for reasons of force majeure, we will offer you either a refund of the monies received by us in respect of the booking, or offer you, if available, a replacement tour from us of equivalent or similar standard and price (at the date of the change). If we are forced to cancel your tour after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Where we make a major change to or cancel your holiday (where you are not in breach of these booking conditions), except where a major change or cancellation arises from circumstances amounting to force majeure, consolidation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance, or for any other reason beyond our control, we will pay you compensation where appropriate.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, epidemics, health risks and pandemics, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential adverse weather conditions, and any other similar events.

Under European law (European Community Regulation (EC) No. 261/2004), you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation of and delays to flights. Full details of these rights are publicised at EU airports and are also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your tour is the responsibility of the airline and will not automatically entitle you to reimbursement of the cost of your tour from us. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel on 020 7453 6888 or at [www.caa.co.uk](http://www.caa.co.uk).

### CONDITIONS OF CARRIAGE & LIMITATIONS

Except in instances of personal injury or death, where the Company is found to be liable for damages in respect of its failure to carry out the contract, the maximum amount of such damages, compensation and loss of enjoyment will be limited to three times the basic holiday price shown on the Confirmation Invoice (or on the latest Amendment Invoice issued). Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at TCS World Travel, 2nd Floor, Berkeley Square House, Berkeley Square, London, W1J 6BD, UK. Fax 020 7887 6001 or call 020 7887 6048.

If any international convention applies to, or governs, any of the services or facilities included in your tour arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

## OPERATOR-PARTICIPANT CONTRACT AND TERMS AND CONDITIONS (CONTINUED)

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. However, should you or any member of your party by misadventure suffer illness, injury or death during the period of your holiday from an activity which does not form part of the arrangements made by us or an excursion purchased through us, we shall, where appropriate and subject to our absolute discretion, try to help if we can.

The suppliers of the services and facilities included in your tour should comply with local standards where they are provided. Please note that the timings of air, sea, road or rail departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to check in on time.

### Flight Notice, Flight Information & EU Blacklist

This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the European Community Regulation (EC) No. 889/2002 or the Montreal Convention. No representation is made by the air carrier(s) or us as to the accuracy of the contents of this notice. *Air carrier liability for passengers & their baggage:* This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention. *Compensation in the case of death or injury:* There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 Special Drawing Rights ("SDRs") the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

*Advance payments:* If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs. *Passenger delays:* In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs. *Baggage delays:* In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs. *Destruction, loss or damage to baggage:* The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault. *Higher limits for baggage:* A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee. *Complaints on baggage:* If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal. *Liability of contracting & actual carriers:* If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier. *Time limit for action:* Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. *Basis for the information:* The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the European Community by European Community Regulation (EC) No. 2027/97 (as amended by European Community Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with European Community Regulation (EC) No. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the European Community. The Community list is available for inspection at <http://ec.europa.eu/transport/modes/air/safety/air-ban/>.

In accordance with European Community Regulation (EC) No. 2111/2005 we are required to advise you of the actual carrier operating your flight/ connecting flight/ transfer. The private jet flights will be performed using a jet as detailed in the specific trip information provided. The Company and the air carrier reserve the right to substitute equivalent aircraft if necessary. Your itinerary may include flights on smaller aircraft operated by local approved airline carriers. Seating on these aircraft will be economy or economy with limited business seats, based upon the configuration of the aircraft. The operation of international flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights for any particular flight leg of the tour, that flight leg will be cancelled and alternative arrangements may be made, at the discretion of the Company. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your GP.

### COMPLAINTS

If you have a complaint about your arrangements whilst away, you must immediately notify our local representative or your tour leader and the relevant supplier of the service. If you are not happy with their action in response please follow this up within 30 days of your tour's completion by writing to us at TCS World Travel, 2nd Floor, Berkeley Square House, Berkeley Square, London, W1J 6BD, UK. Fax 020 7887 6001 or call 020 7887 6048, giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

### DETAILS OF INSURANCE

Adequate and valid travel insurance is mandatory for all clients while on one of our tours. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers. You must ensure that there are no exclusion clauses which limit cover for the type of activities included in the tour.

### VISA, HEALTH, PASSPORT, TRAVEL DOCUMENTATION

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or British Foreign and Commonwealth Office for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to

you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries.

We have included below information regarding some, but not all countries which may be relevant to the tour, along with a link to information about the requirements for British citizens to visit other countries.

When travelling to the U.S. you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. The U.S. authorities require passengers travelling to the U.S. under the Visa Waiver Programme to register on the Electronic System for Travel Authorisation (ESTA). If you have not applied for and received travel authorisation via ESTA prior to travel you may be denied boarding, experience delayed processing, or be denied admission at the U.S. port of entry. However, neither possession of a visa nor meeting the basic requirements for travelling visa-free on the Visa Waiver Programme guarantees admission to the U.S. As with most countries, the final decision is made by immigration officials at the port of entry. For additional specifics about the Visa Waiver Programme please consult the Visa Waiver Programme information on the U.S. Embassy London website [www.usembassy.org.uk](http://www.usembassy.org.uk). We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration and for any travel to the USA your passport must be an e-Passport that contains the microchip and the e-passport symbol. If you have applied for a post dated passport (for example to reflect a change in name) this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver Form must hold their own machine readable passport or e-passport. Please note that the nationals of some countries can only travel to the U.S. if they have a valid visa as they are not eligible for the Visa Waiver Programme.

When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant."

The Cuban authorities require proof of valid medical insurance before allowing visitors to gain entry to the country. It is essential that you have a copy of a valid travel insurance policy, insurance certificate or other suitable evidence in your possession on arrival at the Cuban airport, port or marina. Please ensure that you keep the policy documents easily to hand upon arrival. U.S. residents visiting Cuba must ensure that any medical insurance policy that they purchase covers them for travel to Cuba.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

When assessing whether holidays or expeditions will operate we use information from our local offices in conjunction with advice from the British Foreign and Commonwealth Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. Check the UK Government departments' website at <https://www.gov.uk/browse/abroad> for advice and the latest information about passports, travel and living abroad, including without limitation foreign travel advice to specific countries.

### LOCAL LAWS & CUSTOMS

Laws and customs of the country/ies you visit can be very different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in the UK. You are strongly advised to check with the appropriate embassy, consulate or British Foreign and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the country/ies you plan to visit. It is your responsibility to familiarise yourself with, and respect local laws and customs. If you fail to do so, we will have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

### DATA PROTECTION AND PRIVACY

TCS & Starquest Expeditions, Inc's Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

### INFORMATION ABOUT YOU

**Your Information:** This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have

with you. We will update your information whenever we can to keep it current, accurate and complete.

**Our Use of Your Information:** (1) For the purpose of providing you with our services, including your flight, holiday, security, incident/accident management or insurance, etc., we may disclose and process your information outside the UK/EEA. In order for you to travel abroad, it may be **mandatory** (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API and US secure flight data). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate. (2) We may collect and process your information for the purposes set out below and in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies and our service providers who act as "data processors" on our behalf, or to credit and fraud agencies (some of whom are located outside the UK/EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention/detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection. (3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to exchange **relevant** information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency. **If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.**

**Marketing Material:** (1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this. (2) We will assume you agree to email when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media. (3) If you do not wish to receive such information or would like to change your preference, please refer to point (2) of "Your Rights" below.

**Your Rights:** (1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you (for a £10 fee) and to correct any inaccuracies. (2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email", opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way. (3) For a list of relevant brands, please send us your request.

Please write to TCS & Starquest Expeditions, Inc, Legal Department, TUI Travel House House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex RH10 9QL.

**Foreign Controls:** Outside the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in this country.

**USE OF TOOLS/"Cookies" and Links to Other Websites:** If our contact and dealing with you is via our website(s) or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website(s). Other e-platforms may have different options and instructions. **By using our website(s), you consent to our use of cookies.**

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

**Monitoring:** To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

**Security Statement:** We have taken all reasonable steps and have in place appropriate security measures to protect your information.

**Changes to this Policy:** Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

**Caricom API Data:** Please note that some or all of the Caricom states listed below have entered into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states listed as follows: Anguilla, Antigua and Barbuda, The Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saint Lucia, St Kitts and Nevis, St Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands. Collectively members or associate members of 'Caricom'. The UK Information Commissioner's Office has accepted that this will not breach the Data Protection Act but that we are required to bring this to your attention.

**U.S. Privacy Notice:** When you are traveling to the United States, the Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence

## OPERATOR-PARTICIPANT CONTRACT AND TERMS AND CONDITIONS (CONTINUED)

agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records and the privacy impact assessment, please see the TSA website at [www.tsa.gov](http://www.tsa.gov).

Any likeness or image of you secured or taken on any of our tours may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

### TOUR LEADER AUTHORITY & BEHAVIOUR

If the Captain of your flight or any of our staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from the ferry or aircraft, or remove you from your accommodation or excursion. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we will not be liable for any costs or expenses you incur.

For the purpose of this section, reference to "you" or "your" includes any person in your party.

### SPECIAL REQUESTS

We will consider special requests such as vegetarian meals and high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements.

### PARTICIPATION REQUIREMENTS

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in this brochure.

The tour leader is not responsible for any activity which you undertake, because you are in the best position to know your own individual competence with respect to any activity you engage in. Completing and signing our Reservation Form signifies your agreement to this.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid will be forfeit.

Under European law, if you are disabled or have difficulty moving around, you can receive assistance when you fly into or from a European airport. This free service is available to anyone with mobility problems, for example, because of their disability, age or a temporary injury. To enquire about this service you need to pre-book at least 48 hours in advance of the flight. Please note that in some of the destinations that we offer the only method of embarking and disembarking the aircraft will be via stairs.

### LAW & JURISDICTION - MANDATORY APPLICABLE LAW AND EXCLUSIVE FORUM SELECTION

If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Scotland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it.

If you booked your holiday in Northern Ireland, this contract, and any claim or dispute arising from or related to this contract, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it.

For the avoidance of doubt, neither the courts of your country of domicile nor the courts of the country where your holiday is to take place nor any other courts shall have jurisdiction instead of or in addition to the courts of the jurisdiction set out above as appropriate.

### LIABILITY

**Our liability in respect of claims involving death or personal injury: Where the holiday is a package within the meaning of The Package Travel, Package Holidays and Package Tours Regulations 1992, and your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland the following will apply and sets out our liability (including any limitation as to damages) to you.**

We are responsible to you for the proper performance of our obligations under the contract irrespective of whether those obligations are provided directly by us, or by third party service providers engaged by us acting within the proper course of their employment. Subject to the limitations of damages set forth in these booking conditions, we are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is:

- attributable to you;
- attributable to a third party unconnected with the provision of the services and are unforeseeable or unavoidable;
- due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken;
- due to an event which even with all due care we could not foresee or forestall.

The release of liability and assumption of risk set out in clause 18 below that you agree to before we accept your booking will not be relied upon by the Company or any third party provider of services and we will **not** seek to exclude your rights to bring a claim or to exclude liability for death or personal injury provided that your claim is brought within the jurisdiction of and under the laws of either England and Wales, Scotland or Northern Ireland.

Express Assumption of Risk and Responsibility: In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the Expedition and that you willingly and voluntarily assume full responsibility for any injury, loss, or damage suffered by you or caused by you. By registering for the Expedition, you certify that you do not have any mental, physical, or other condition or

disability that would create a hazard for yourself or other Participants. The Tour Operator reserves the right in its sole discretion to accept, decline to accept, or remove any Participant on the Expedition and reserves the right, subject to the terms and conditions contained herein, to withdraw any part or all of the Expedition and to make such changes as may be necessary.

### SEVERABILITY

In the event that clause 15 of this contract is struck down, invalidated or disappplied for any reason whatsoever by any court whatsoever, clauses 15 and 16 shall be severed from the remainder of the clauses of this contract, which shall remain valid and enforceable.

### US FORUM

This clause shall apply where a U.S. court has struck down, invalidated, disappplied or declined to enforce or have regard to clause 15 of this contract for any reason whatsoever, or in the event that a claim in respect of death or personal injury is issued or filed, or you threaten to issue or file, in a court within the United States of America and where:

- you have stated your intention in correspondence to issue or file the claim in a U.S. court or have issued or filed court proceedings in a U.S. court; and/or
- you have issued or filed proceedings in a U.S. court and that court has indicated it will accept jurisdiction, despite the provision of clause 15 of this contract, and for any reason; and
- the claim is against TCS & Starquest Expeditions, Inc., or any of their owners, affiliates or subsidiaries, or any of the third party suppliers who are responsible for the provision of services;

the following will apply and sets out our liability to you.

I. THE ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY AS DETAILED BELOW WILL APPLY IN FULL TO YOUR CONTRACT AND TCS & STARQUEST EXPEDITIONS, INC., ANY OF ITS OWNERS OR AFFILIATES OR ANY OF THE THIRD PARTIES INVOLVED IN THE PROVISION OF SERVICES, MAY RELY ON THE PROVISIONS AND EXCLUSIONS OF LIABILITY CONTAINED WITHIN THIS DOCUMENT IN ITS DEFENSE OF YOUR CLAIM.

II. **MANDATORY ARBITRATION:** YOU AGREE THAT ANY DISPUTE CONCERNING, RELATING OR REFERRING TO A CLAIM FOR DAMAGES DUE TO INJURY OR DEATH WHICH OCCURS DURING OR IN CONNECTION WITH THE TOUR AND WHERE THAT CLAIM IS COMMENCED OR TRANSFERRED TO U.S. JURISDICTION SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ACCORDING TO THE THEN EXISTING RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN AN ARBITRATION CONDUCTED IN SEATTLE, WASHINGTON, U.S.A. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE WASHINGTON LAW. THE DISPUTE WILL BE RESOLVED BY A SINGLE ARBITRATOR WHO MUST BE A LAWYER ADMITTED TO PRACTICE IN THE COURTS OF AT LEAST ONE STATE IN THE U.S. AND HAVE A MINIMUM OF FIFTEEN YEARS OF EXPERIENCE IN CIVIL LITIGATION. THE ARBITRATOR SO DESCRIBED WILL BE SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY TO THE DISPUTE SHALL HAVE THE RIGHT ON A SINGLE OCCASION TO VETO THE DESIGNATION OF AN ARBITRATOR SO SELECTED. THE PARTIES WAIVE THE RIGHT TO RELY ON ANY STATE LAW OR STATUTE WHICH CREATES AN EXCEPTION TO ENFORCEMENT OF THE REQUIREMENT THAT DISPUTES BE RESOLVED PURSUANT TO ARBITRATION IN THE MANNER SET FORTH HEREIN.

III. IN CONNECTION WITH ANY ACTION OR LEGAL PROCEEDING BROUGHT BY THE CUSTOMER IN U.S. JURISDICTION, THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY IRREMOVABLY AND FOREVER RELINQUISH AND WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

IV. WHERE THE CUSTOMER CHOOSES OR THREATENS TO BRING A CLAIM UNDER THIS CONTRACT (OR RELATED IN ANY WAY TO THE HOLIDAY), IN THE U.S. COURTS ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT, ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF, OR BASED ON ANY RIGHT ARISING OUT OF OR RELATING TO, THIS CONTRACT (OR WITH RESPECT TO ANY LEGAL CLAIM WHATSOEVER RELATED TO THE TOUR (INCLUDING ANY CLAIM BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY)) SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF WASHINGTON, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WASHINGTON, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

IV. YOU UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TOUR ARE MADE ON YOUR BEHALF UPON THE EXPRESS CONDITION THAT TCS & STARQUEST EXPEDITIONS, INC. NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES (COLLECTIVELY "TCS"), SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENCE OR WILFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTORCOACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR YOUR TOUR. YOU FURTHER UNDERSTAND THAT TCS NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY YOU AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD TCS RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, TCS IS NOT RESPONSIBLE FOR ANY NEGLIGENCE OR WILFUL ACTS OF OTHERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, TERRORISM, WAR, CIVIL DISTURBANCE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF TCS, AND YOU UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF

THE RELEASE AND WAIVER OF LIABILITY SET FORTH HEREIN.

V. You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by TCS may involve risk and potential exposure to injury and possibly death. You specifically acknowledge and recognise the potential for injury and death which can result from you irresponsible and immature use of alcohol and/or illegal drugs in connection with or during this tour. You also realise and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of TCS or the negligence or participation of other passengers, contractors and/or subcontractors to TCS. You also recognise and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the tour.

VI. In recognition of the inherent risk of the travel and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity. You are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, agents, owners, employees, contractors or subcontractors of TCS.

VI. **RELEASE OF LIABILITY:** In consideration of the services and arrangements provided by TCS, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge and hold harmless TCS, and its owners, officers, directors, affiliates, agents, contractors, subcontractors and employees from any and all claims, actions, losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled tour and any activities conducted in conjunction therewith. YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACT OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF TCS.

VII. **EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES:** Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against TCS, its owners, directors, affiliates, agents, contractors, subcontractors and employees, for any reason whatsoever.

VIII. **SEVERABILITY:** I agree that if any term set forth in this Clause 18 is found to be unenforceable, all other terms set forth in this Clause 18 are severable from the terms that are invalidated.

### IMPORTANT INFORMATION

**EXPEDITION PRICE:** The Tour price includes a privately chartered jet from the stated place of departure to the final destination. **Included in the price** are deluxe or best available accommodations and all applicable taxes in the destinations, and options as indicated in the itinerary, from arrival at the first hotel through to departure from the last hotel. All meals beginning with dinner on the first night of the tour and ending with breakfast on the last day of the tour, as indicated in the itinerary are included. Also included are all taxes; group transportation; airport transfers at the beginning and the end of the itinerary; excursions; complete program of special events and activities, including extensive options at most destinations; enrichment program including lectures by a team of experts; services of professional staff, including an expedition physician, to assist you throughout the trip; cost of philanthropic efforts; bottled water throughout the program (during sightseeing, at scheduled meals, and in your room); all beverages, including liquor, aboard the private jet; liquor during special events and cocktail parties on land; house wine and/or beer at lunch and dinner, and non-alcoholic beverages at all scheduled meals on land; baggage handling during the Tour; internet access in hotels, where available; tips or gratuities to local guides, drivers, porters, and wait staff and amenities package. The exact tour itinerary, name and location of hotels, length of stay at each hotel, and other ground accommodations and services, are set forth in the itinerary. **Not included in the price** is commercial airfare between your home city and gateway cities; additional accident/baggage/cancellation insurance; passport and visa fees; personal expenses such as laundry, telephone, and fax fees; all beverages not mentioned above as included; hotel minibar charges; meals not scheduled by us; and inoculation and medication costs of any kind. Any tips or gratuities not specifically mentioned as included in the total tour price will be at your discretion.

**BAGGAGE:** On the private jet, each client is limited to 90 pounds of checked baggage in 2 bags (one bag of your choice limited to 50 pounds and one wheeled bag that we will send ahead of time to you (the "TCS wheeled bag") for use on the tour limited to 40 pounds), plus a few smaller carry-on items such as a backpack, purse, camera, and/or laptop. In certain countries you will fly on private light aircraft. Due to weight restrictions on these flights you will only be allowed to use your TCS wheeled bag. For these flights, your TCS wheeled bag plus your hand-carry luggage (including camera equipment) may not exceed 22 pounds. For international flights, the air carrier's liability is limited to the actual value of the baggage but not more than 1,000 Special Drawing Rights unless a higher value is declared at the time of check-in and an appropriate excess valuation charge is paid. Baggage, when not handled by us, and personal effects are at all times your sole responsibility.

**SINGLE/SHARED ACCOMMODATIONS AND SUITE UPGRADES:** A limited number of single rooms are available at extra cost on a first-come, first-served basis. We will make reasonable efforts to assist persons requesting a roommate. If a roommate is not confirmed, the single rate will be charged. Suite rooms are available in some destinations; more information about them, including their additional costs, will be sent to you in the months before departure.

**AIRFARE:** We are happy to assist you in reserving commercial flights between your home city and the place where your tour departs and then from the final tour destination to your home city, in the class of service that you prefer. Please ask for details.

**BASIS OF RATES:** All prices are based on two persons sharing a room. All prices and fares are quoted in GBP Sterling. The rates are based on current tariffs and are subject to change due to unforeseen circumstances.