



Travel By Design Booking Terms

1. ACKNOWLEDGMENTS

By booking, you agree that all payments are final and non-refundable and any trip cancellation will incur a 100% cancellation penalty. Foreign travel contains risks which are different from, greater than and less predictable than those risks associated with domestic travel. Those risks can include, but are not limited to, unfamiliar or difficult terrain, extreme climate, unfamiliar and/or poorly processed food and drink, substandard or remote and not immediately available medical care, uncommon disease and illnesses, poor safety and sanitary practices, lack of adequate public infrastructure, political unrest, terrorism, and unconventional customs, practices and sexual mores.

2. FINAL PAYMENT SCHEDULE/LATE PAYMENT/CREDIT CARD CHARGES

(a) Final Payment: Clients should refer to the confirmation email sent by Travel By Design and/or their applicable confirmation email for details regarding final payment for any vacations booked. Payment of the balance of the price for any vacation is due by set date in confirmation email. If full payment is not received by such due date, client will incur a late fee.

(b) Late Payment: \$100 late payment fee per person for any payments made after final payment due date. Trip will be cancelled and all previous payments will be forfeited if the trip is not paid in full by April 12th, 2019.

(c) Credit Card Charges: Travel By Design is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the Client as a result of credit card or other payment transactions in connection with the purchase of any trip and will not refund or return any fees charged by such third parties in connection with payments made by Clients to Travel By Design.

3. CANCELLATION BY THE CLIENT

Any cancellation of a booking by a Client must be delivered to Travel By Design in writing and be acknowledged by Travel By Design in writing. Travel packages are NON-REFUNDABLE and NON-TRANSFERABLE between persons. It is recommended that Travel By Design clients PURCHASE trip cancellation coverage. Trip cancellation insurance is the only means of receiving reimbursement should you cancel your trip for any covered reason. We have no determination in the outcome of any insurance claim.

Travel By Design is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

4. WAIVER OF LIABILITY, RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

By booking, on behalf of yourself, your minor charges, heirs, executors, successors and assigns, hereby REMISE, RELEASE AND FOREVER DISCHARGE the Released Parties from:

- any and all claims arising out of or in any way relating to the vacation you purchased, including those claims arising in whole or in part out of the NEGLIGENCE of one or more of the Released Parties;
- any responsibility for any accident, illness, injury, death or any other damage or injury caused in whole or in part by the intentional misconduct or NEGLIGENT acts or omissions of any other participant on the vacation, or any other third-party.

By booking, you further RELEASE and agree that they will not sue the Released Parties for money damages, personal injury or property damage sustained by the Participant while on the Trip, even if due to the NEGLIGENCE of one or more of the Released Parties. Notwithstanding the foregoing, this Agreement does not release the Released Parties from any claims arising from their gross negligence and/or their intentional misconduct.

5. INDEMNIFICATION AND HOLD HARMLESS

By booking, you agree to defend, indemnify and hold harmless the Released Parties from any and all claims, law suits or demands made by anyone arising from or relating to your involvement with the vacation, including, but not limited to, claims alleging the NEGLIGENCE of one or more of the Released Parties.

6. TERMINATION OF PARTICIPATION

- You understand and agree that, while participating on the trip, you will not engage in inappropriate conduct, including but not limited to, the use of physical or verbal threats or violence, abuse of the customs of the community, or unauthorized absences from scheduled Trip activities.

7. ACTIVITIES OUTSIDE THE TRIP'S ITINERARY

Should you choose to remain at the vacation location or elsewhere after the Trip ends, or should you leave the vacation voluntarily or involuntarily, you will cease to be involved in the Trip and will be fully responsible for yourself thereafter.

10. CONSTRUCTION AND SCOPE OF AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

11. IMAGE RIGHTS

Please be aware that by booking a vacation, using Travel By Design services or by participating in any event, trip or hiring us, you grant Travel By Design, its Event Sponsors, its Successors, Assigns and Licensees permission to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after event) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

12. SUPPLIERS

Hotels, shuttle services or other constituent elements of a vacation will be arranged by Travel By Design with supplier's local to the regions in which the vacation experiences operate, who may themselves engage the services of other local operators and/or sub-contractors. Travel By Design will at all times

endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into these Terms, and the Client assents to those terms and conditions and the limitations and obligations contained therein. These may limit or exclude liability of the supplier. The liability of Travel By Design will not exceed that of any supplier. All suppliers will be selected and assessed by Travel By Design in reference to local laws and regulations in the relevant country of operation. Neither Travel By Design nor any carrier is liable for the acts or omissions of any independent contractors.

13. FORCE MAJEURE

Travel By Design shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Travel By Design's failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by an Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and wheresoever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Travel By Design, in the event of Travel By Design's bankruptcy, insolvency, or cessation of business; or an event which Travel By Design's or the supplier of services, even with all due care, could not foresee.

14. AMENDMENTS

Travel By Design reserves the right to update and/or alter these Terms at anytime. Travel By Design recommends that all Clients refer to the Terms prior to their travel to familiarize themselves with the most up-to-date version hereof.