

# Booking Terms & Conditions

## Kim's LifeTours, LLC

- Please take the time to read and understand the booking terms and conditions. We strongly recommend that you also read the Trip Preparation Guide relating to your trip, if provided, to ensure that you understand the itinerary, style and physical demands of the trip you are undertaking.
- All bookings are made directly with **Kim's LifeTours, LLC**. The services to be provided are those referenced in your tour factsheet or email and preparation guide. By booking a trip with us you have agreed to these conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis.

### Deposit

You must pay a non-refundable deposit per person per trip for your booking to be confirmed. This amount may vary by trip. If your booking is made within 60 days of the departure date, then the full amount is payable at the time of booking.

### Acceptance of booking and final payments

A confirmation letter will be sent to you via email. A contract will exist between us from the date we issue the confirmation or if you book within 30 days of departure the contract will exist when we accept your payment. Please refer to your confirmation letter for details regarding payments. If full payment is not paid on or before the due date, we reserve the right to treat your booking as cancelled.

### Prices & surcharges

Our trip prices are subject to variable and seasonal pricing. This means our trip prices may vary at any time in accordance with demand, market conditions, and availability. Prices are based on currency exchange rates and group size. We reserve the right to impose surcharges up to 30 days before departure due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, changes in group size, increases in local operator costs, taxes, or if government action should require us to do so. Please note that a surcharge may be applied to all purchases made by credit card.

### Your details

In order for us to confirm your travel arrangements, you must provide all requested details with the payments due. Necessary details vary by trip; they include but are not limited to full name per passport, birth date, nationality, passport number, passport issue and expiry date, Covid vaccination record, and any pre-existing medical conditions you have which may affect your ability to complete the trip.

### Cancellation by the traveler

If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation.

**Refund policy if you cancel: The deposit is non-refundable. From 120 to 90 days before the trip starts, lodging and other charges may be assessed. No refunds or credits for cancellations received after 90 days before the trip start date. Travel insurance is strongly recommended.**

Note that different cancellation conditions including higher charges may apply to some trips which may have additional services. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has begun, we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents, or third-party tour and transport operator fees.

## **Cancellation by us**

We may cancel a trip at any time up to 60 days before departure due to low enrollment. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability, pandemics, or other external events, it is not viable for us to operate the planned itinerary. If we cancel your trip, it may be possible to transfer amounts paid to an alternate trip or departure date or receive a refund. In circumstances where the cancellation is due to external events outside our reasonable control, refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

## **Inclusions**

The land price of your trip includes:

- All accommodation as listed on the trip factsheet
- All ground transport listed on the factsheet
- Sightseeing and meals as listed on the factsheet
- The services of a group leader as described on the factsheet
- Other services specific to a certain trip as described on the factsheet

## **Exclusions**

The land price of your trip does **not** include:

- International or internal flights unless specified
- Airport transfers, taxes, and excess baggage charges unless specified
- Meals other than those specified on the factsheet
- Visa and passport fees
- Travel insurance
- Optional activities and all personal expenses
- Covid vaccination or testing, whether optional or mandatory by the destination country or the US
- Medical expenses
- Additional lodging, meal, or transportation expenses that might be incurred due to Covid quarantine

## **Age requirements**

For most of our trips, the minimum age is 18 at the time of travel. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian.

## **Passport and visas**

You must carry a valid passport for international travel, and have obtained all of the appropriate visas, permits, and certificates for the countries which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

## **Travel insurance**

Travel insurance is strongly suggested and should be taken out at the time of booking. It should provide cover against personal accident, death, medical expenses, and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

## **Flexibility**

The nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities planned, but it is understood that the route, schedules, itineraries, amenities, and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## **Change of itinerary**

We endeavor to operate all trips as described, however we reserve the right to change the itinerary due to local circumstances or events outside of our control in order to ensure the safety of our participants. We will inform you as soon as reasonably possible whenever changes are made. Please note we are not responsible for any incidental expenses that may be incurred as a result of the emergency change of itinerary such as visas, vaccinations, or non-refundable flights. If you are medically required to quarantine due to the COVID-19 pandemic or other medical situations, you will be responsible for your related expenses (lodging, meals, transportation, etc.).

## **Authority on tour**

The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveler or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. You must comply with the laws, customs, foreign exchange, and drug regulations of countries visited.

## **Acceptance of risk**

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes may present dangers and physical challenges. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate; however, it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

## **Limitation of liability**

- a. We will accept liability for the negligence of our staff or agents causing death or physical injury to persons or loss or damage to personal property only to the extent it is obliged under the applicable law. Our obligations, and those of our suppliers providing any service or facility included in your trip, are to take reasonable skill and care to arrange for the provision of such services and facilities. This acceptance of liability is subject to clause c. below.
- b. In other circumstances we are responsible to you for the proper performance of this contract. This acceptance of liability is subject to clause c. below.
- c. we shall not be liable for any damage or loss if the failure to carry out the contract is:
  - attributable to you.
  - attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.
  - due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had to be exercised.
  - due to political disputes, border closures, refusal of visas, industrial action, pandemic limitations or requirements, climate or other matters of a similar nature and any other *force majeure*.
  - due to an event which the company, even with all due care, could not foresee or forestall.
- d. Except in cases involving death, injury or illness, any liability covered under clause b. above is limited to 3 times the price paid. In the case of damaged property, the liability is limited to a maximum amount equal

to the amount paid by or on behalf of the owner of the property. In all cases the company specifically excludes all liability for indirect or consequential loss or expense including loss of profits and in all cases our liability 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.

e. Where your trip arrangements involve travel by air, rail or sea, or hotel accommodation, the compensation is limited by the following international conventions respectively: Warsaw Convention as amended 1955, Bern Convention 1961, Athens Convention 1974 and Paris Convention 1962. We are to be regarded as having all benefit of any limitation of right to claim or compensation contained in these or any conventions.

f. our acceptance of liability in clauses a and b above is subject to assignment by you of your rights against any agent, supplier or sub-contractor which is in any way responsible for the unsatisfactory arrangements or your death or personal injury.

#### **Flight Notice, Flight Information and 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 Regulation or the Montréal Convention, and it does not form part of the contract between the carrier(s), us and you, nor part of a claim. No representation is made by the carrier(s) or us as to the accuracy of the contents of this notice.

**Air carrier liability for passengers and their baggage:**

This information notice summarizes the liability rules applied by Community air carriers as required by Community legislation and the Montréal 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 approximately £80,000 / €120,000/USD \$130,000 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 approximately £13,000 /€19,300/USD\$20,000.

**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 approximately £3,300 / €5,000/USD\$5,500.

**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 approximately £800/€1,200/USD\$1,500.

**Destruction, loss or damage to baggage:** The air carrier is liable for destruction, loss or damage to baggage up to approximately £800 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 and 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 Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with EU directive (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 EU Community. The Community list is available for inspection at [www.air-ban.europa.eu](http://www.air-ban.europa.eu). In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our confirming documents. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

## **Optional activities**

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

## **Claims & complaints**

If you have a complaint about your trip, please inform your group leader or our local liaison at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means, then any further complaint should be put in writing to us within 30 days of the end of the tour.

## **Severability**

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## **Photos and marketing**

You consent to us using images of you taken during the trip for advertising and promotional purposes in print or electronic medium. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

## **Privacy policy**

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip.