

## Booking Form

Our booking form is online so you can fill it in and submit it easily. Completing your booking form ensures we have all the right details to arrange your trip.

If you don't have a MyAudley login, you'll see a login screen when you go to the booking form. At this point, please follow these instructions:

1. click on the sign-up tab
2. enter your email address (checking it's correct as we'll send you a verification email)
3. enter a new password
4. click 'sign up' to receive the verification email
5. click on the link in the verification email to return to the login screen
6. log in using your email address and newly created password

[Go to MyAudley to complete your booking form](#)

# Travel Advice

## Passport & visa information for US and Canadian citizens

Participants are solely responsible for ensuring their passports are up to date, do not expire for at least 6 months after the trip return date (a requirement to enter many countries), have two completely blank pages (for some countries) and have all necessary visas. We recommend that you keep a copy of your scanned passport (photograph page) on your email while traveling.

For up to date visa requirements US citizens should visit [www.travel.state.gov](http://www.travel.state.gov) and Canadian citizens should visit [www.travel.gc.ca/travelling/documents](http://www.travel.gc.ca/travelling/documents). Citizens of other countries should check with the relevant embassy in their own country.

You can also find out the latest travel regulations and visa requirements for where you're visiting, relevant to the time you travel, by using this [search tool on our website](#).

Any failure of a participant to have proper visas and/or passport will likely result in the participant not being able to leave the country or enter a destination and no refund will be available in any such case.

The name on your airline tickets must be identical to the name that appears on your passport.

## Travel Protection

As a reminder, it is a condition of booking that you purchase a travel protection plan to help insure you and your travel investment against the unexpected. Travel protection plans can include coverage for Trip Cancellation, Trip Interruption, Emergency Medical and Emergency Evacuation/Repatriation, Trip Delay, Baggage Delay and more.

For the convenience of our clients, we offer travel protection through Redpoint Resolutions LLC. For more information on benefits, rates, and disclaimers please visit <https://www.audleytravel.com/us/useful-information/travel-insurance>. For coverage questions, contact Redpoint Resolutions LLC at +1 650 452 7350 and reference Audley Travel as your tour operator.

The product descriptions provided here are only brief summaries. The full coverage terms and details, including limitations and exclusions, are contained in the detailed insurance Policy. If you'd like a quote and the policy details, please ask your specialist to provide you one. UnivOps Insurance Services LLC is the licensed insurance agent.

If you purchased the Travelex Insurance Services Protection Plan prior to January 1st, 2021, please refer back to your individual policy documents for more information.

## Health

It is essential that you see your physician before booking your trip and before traveling to make sure that you have taken all necessary health precautions. Some vaccinations require more than one visit with a period of weeks between injections. You should visit your physician at least 6 weeks before departure. For up-to-date medical advice we strongly recommend that you visit the Centers for Disease Control and Prevention (CDC) travelers' health page: <http://www.cdc.gov/travel> Canadian citizens might also want to check <https://www.canada.ca/en/public-health/services/travel-health.html>

### Mosquito bite avoidance

In many tropical countries, mosquitoes can spread diseases such as dengue, chikungunya, West Nile, malaria, yellow fever and Zika virus. It is essential that you seek medical advice prior to travel, and especially if you are pregnant or have an underlying medical condition. When traveling there are several simple measures you can take to reduce your risk of infections spread by mosquitoes: wear suitable clothing and cover up at times of day when mosquitoes are active, use insect repellent on exposed skin, and use a mosquito net if sleeping in unscreened accommodation. It is important to seek prompt medical attention if you have a fever or display any other symptoms. If you become unwell on your return, make sure you tell your doctor about any trips abroad you have taken in the past year.

### Deep vein thrombosis (DVT)

The majority of international airlines now issue advice on how to lessen the risk of DVT; however, if you have any concerns, we recommend you consult your physician.

### High altitude

Your itinerary may include sections where the altitude exceeds 10,000 feet (3,048 meters). We recommend that you review the altitude of your destination with your Country Specialist, and that you consult with your physician before confirming your booking.

# Travel Advice

## **Pre-existing medical conditions/persons with disabilities**

The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have a lack of mobility. However, we will be delighted to discuss the feasibility of creating a tailor-made itinerary for you that takes into consideration your level of mobility. To assist us in doing this we may ask you to complete a short questionnaire.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. It will also enable us to make sure you receive the relevant level of assistance when you fly. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs.

On our tailor-made tours and escorted group tours the guides and tour leaders are, unfortunately, unable to offer additional assistance to passengers with limited mobility and all such assistance will need to be provided by whoever the passenger is traveling with. We may request that you provide a letter from your doctor confirming your fitness to travel.

## **Special dietary requirements**

Medical allergy requirements should be brought to the attention of your Country Specialist, and we may ask you to complete a short questionnaire to ensure we have captured your allergy requirements correctly. Other dietary requests should be noted on your booking form. We will advise hotels, airlines and our other suppliers of your requirements but we cannot always guarantee that these will be met as the understanding of allergies varies around the world. You should take appropriate precautions whilst travelling. If you have an airborne nut allergy you must make us aware at the time of booking as most airlines require this information in advance of travel. Please note that all special meals for flights must be requested at least 48 hours in advance.

## **Traveling with medication**

You should be aware that some countries have import controls over certain types of medication, even those medicines that may not require a prescription and are freely available over the counter in the USA or Canada. For more information check with the Embassy of the country you will be visiting and read the guidance provided by the [CDC Traveling abroad with medicine](#) and the Canadian government's advice at <https://travel.gc.ca/travelling/health-safety/medication>. It is your responsibility to check the local requirements and ensure you travel with the correct documentation.

## **The 24-hour clock (military time)**

All times mentioned in your itinerary appear using the 24-hour clock. Times run from 00:00 to 23:59, ie: 2am would be displayed as 02:00 or 0200 hrs, whereas 2pm would be displayed as 14:00 or 1400 hrs.

## **Flights**

### **Flight routing**

The difference between a direct flight and a non-stop flight can cause confusion. To clarify, on a direct flight no change of aircraft is scheduled but stops may be made en route either to refuel or to board or disembark passengers. On non-stop flights no change of aircraft is required, and no stops are made en route (although on rare occasion even nonstop services may include a technical or fuel stop.). Exact details will be given with your itinerary.

### **Internal flights**

Smaller local airlines are often more likely to change their schedule at short notice. We will try to inform you of any changes in advance of traveling but this may not always be possible.

### **Seating**

Most airlines now operate one of two main seating policies. The majority offer paid-for seating, with a smaller number maintaining a free-of-charge seating policy; please ask your Country Specialist for details regarding the seating policy of the airline you are booked to travel with. More detail on each type of seating can be found below:

#### **Paid-for seating**

The majority of airlines now offer you the opportunity to secure specific seats in advance of travel by paying an additional premium. In order to do this, it is a requirement of the airlines that you have fully paid for your flight ticket. Once a flight ticket is fully paid for amendment charges will apply should you wish to change your arrangements (please see the section entitled *The flexibility of flight arrangements*, below). Please be aware that, even with paid-for seating, some changes can be made by the airline that are outside of our control and which may affect your paid-for seating. If you do not wish to pay a premium to secure a specific seat you can wait until online check-in opens, usually 24 hours in advance of travel, and reserve a seat at this point.

## Travel Advice

### Free-of-charge seat requests

For the airlines that still maintain a free-of-charge seating policy we will do all we can to try to reserve a specific seat for you, if you have a preference. Please make it clear on your booking form if you have a specific request. However, although airlines may allow us to make free-of-charge seat requests, they will not guarantee any such seat reservations. Most airlines now allow you to check-in online 24 hours ahead of travel and select or re-confirm free-of-charge seat reservations at this stage. If seating is important to you and you have been unable to check-in online, it is always best to arrive for your flight early.

### The flexibility of flight arrangements

If fully flexible flight arrangements are important to you, please let your specialist know at the earliest possible time in the quote process so they can include the most appropriate fare for you. We primarily use special 'inclusive tour' fares when we purchase your tickets from the airlines and while these fares are very good value, they are inflexible in terms of changes and offer no refunds once the tickets are issued. If your specialist uses this type of fare, then once your flight is confirmed the airlines will charge an amendment fee or insist on the purchase of a completely new ticket should you wish to make changes.

### Frequent Flyer Programs

If you collect points through any of the airline frequent flyer programs, please provide your membership details on the booking form and we will ensure that these are recorded against your flight reservation. Please note that on some of our specially negotiated "inclusive tour" tickets the mileage points are not always awarded. Points can only be awarded by the relevant airline, and we are unable to influence any decision they make or process they have in place for this.

### Children traveling without both parents

If traveling with a child and only one parent is present, please be aware that most airlines require that you show documentary evidence of 1) your relationship to the child (such as a birth certificate) and 2) a notarized letter of consent granting permission for the child to travel. This letter must be from all parents or legal guardians not present. As an alternative, a court decree awarding sole custody to the traveling parent is adequate. Neither the United States nor Canada have exit controls or require two-parent consent for a minor to leave the country, however, all decisions are at the discretion of the airlines and immigration officials. There have been instances when a child is not allowed on the plane in the absence of such a letter.

### Accommodation information

There is frequent confusion over the terminology used for hotel rooms. A "double" room is recognized as meaning a room with a double bed, which may be two single beds pushed together. A "twin" room is a room with two single beds. A "single" room tends to be smaller than a double or twin room. Descriptions do vary around the world, however, and room sizes and layouts can vary even within the same room category, particularly in regions outside of the US. Please note that all rooms are allocated at the discretion of the hotel and cannot be guaranteed. Our hotel ranking is identified using the following descriptions:

*Basic* – Very primitive accommodation where we are not aware of anything better in the region.

*Simple* – Clean and simple but limited facilities

*Medium* – Good quality accommodation

*First Class* – High quality accommodation with a wider range of facilities

*Deluxe* – Superb accommodation with facilities and service to match

*Opulent* – The world's most unashamedly luxurious hotels and lodges

The hotel classifications given in our brochures, custom itineraries, dossiers, and fact sheets are for guidance only. They are not based on any national or international classification system; they are the opinions of our staff and are quite subjective.

### World travel and cultural differences

Many of our destinations are in the developing world where attitudes, infrastructure, priorities, lifestyles and cultures are very different from our own. This is often the very reason to visit the destination, but certain aspects may be frustrating. Traveling is an adventure, and a positive approach will be invaluable when traveling over rougher roads, waiting for a delayed aircraft, and communicating with hotel staff whose first language is not English.

### Health and safety standards

Each country has its own regulations and enforcement levels relating to health and safety standards. These do not always match the very high standards we may be used to in North America. We therefore recommend that you follow a few precautionary safety procedures. Always check where the nearest fire exit is and how to sound the fire alarm. Do not enter a swimming pool before checking the water depth first. Be aware that heights and designs of balustrades may vary around the world, so take care when using balconies, particularly if there are children traveling with you. For further information specific to your trip please see your travel documents.

## Travel Advice

### **Security**

Opportunist crime such as bag-snatching and pickpocketing is unfortunately a fact of life in many destinations. Be vigilant when walking around, make use of hotel safes where available, and leave all but essential valuables at home.

### **Responsible Travel**

We are passionate about the countries we specialize in, therefore it is a natural progression that we want to protect each region and maximize the benefits that travel can bring. This doesn't mean having to compromise on the enjoyment of your trip or the quality of your accommodation, and invariably leads to a more authentic experience. For more information visit our website [www.audleytravel.com/us/about-us/responsible-travel](http://www.audleytravel.com/us/about-us/responsible-travel)

### **Data Protection**

We will hold your name, address, and any other details you supply us with on our database. This information will be used to make your travel arrangements and to send you information about Audley Travel. In order to make your travel arrangements, we may need to pass your details to companies and individuals in countries where less stringent data protection controls may be in place. We will not pass on your details to third parties for any other marketing purposes.

## Assumption of Risk, Binding Arbitration Agreement, Release and Other Important Legal Considerations

All trips are sold by us subject to these conditions and the other general information in this booklet, brochures and custom itineraries.

### **Paying for your trip**

(i) The procedure for making a booking is shown in your custom itinerary on the quote page and on our website. All bookings are subject to the Release, Assumption of Risk and Binding Arbitration Agreement. You must return the Audley Travel booking form and the Statement of Agreement (completed by all travelers) no later than 7 days after paying your deposit.

When we have received these documents and any applicable payment(s) due at the time of booking (see ii below), we will confirm your arrangements with our suppliers and subject to availability of the requested arrangements send you a confirmation invoice. If a delay in receiving your Statement of Agreement prevents us from booking elements of your trip, such as the flights, we may have to requote these elements and pass any associated costs on to you. You accept responsibility for the increased costs and understand that all incremental costs must be paid prior to departure.

Please check your confirmation invoice and all future travel documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. Please note that we are under no obligation to provide a breakdown of the costs in our custom itinerary,

If you do not submit the required documents back to us before you travel you are subject to cancellation with no re-imbusement.

(ii) The deposit is part payment for your trip. The deposit required will be shown on the quote page of your custom itinerary. In addition to the deposit, full or part payment of certain elements of your trip such as flights may be required at the time of booking or at some point between booking and balance due date. Also see clause (iv). The deposit and all such additional payments are non-refundable unless we cancel your trip and the Force Majeure clause in this document is inapplicable. The balance must be paid not later than the date specified on your confirmation invoice. This is normally no less than 90 days before the departure date. However, there are a few destinations or trip components that require advance payment, as further noted in (iv) below. Please note if we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all amounts paid or due at that date. If we do not cancel immediately because you still have promised to make payment, you still must pay the cancellation charges shown below based on the date we treat your booking as cancelled.

(iii) Full payment is required at the time of booking for all bookings made after balance due date as above.

(iv) On occasions, we may be asked by suppliers to make payment to them earlier than normal. Such requests may, for example, be made in order to secure accommodation and other services during periods of peak demand. Failure to comply with these requests may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make payment of the requested sum within a certain period and prior to balance due date ("Advance Payment"). We will of course endeavor to avoid doing so if we can. Any such early payment will be nonrefundable.

### **If you change your trip**

If, after the contract between us has come into existence, you want to change your itinerary we will pass your request on to the relevant supplier. However we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers and including for example cancellation charges that may be incurred for sectors cancelled. Note that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation charge and full rebooking fee.

### **If you cancel your trip**

If you have to cancel part of the booking or cancel the entire booking once it has been confirmed by us, written notification must be sent to us by certified mail or by email. As proof of receipt by email of your notification to cancel you must receive and retain written acknowledgement from Audley Travel. Charges will be applied from the date your letter or email is received, according to the scale below. The charges are applied as a percentage of the total trip cost excluding any amendment charges and any amounts paid in addition to the deposit at the time of booking or before balance due date.

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## Cancellation charges

The following cancellation charges apply if your final balance due date is 90 days prior to departure. Please note, different cancellation charges apply in relation to certain products – please see your confirmation invoice for details.

Period before departure date within which written notification is received at our offices	Cancellation charge per person, as a percentage of the total trip cost
91+ days before departure	25% plus any Advance Payments
61-90 days before departure	50% plus any Advance Payments
31-60 days before departure	75% plus any Advance Payments
0-30 days before departure	100%

## Alterations or cancellations by you after commencement of travel and unused services

We will do our best to implement any changes to your arrangements you request once they have commenced, but we cannot guarantee this will be possible. In the event of such amendments being made you will be liable for any cancellation charges that may be levied for the services originally booked, and for the cost of booking the revised arrangements and the arrangements themselves. As a basic principle, no refunds will be paid to clients who do not complete a trip. If you have taken out travel insurance you may, depending on the details of your policy, be able to recover the cancellation charges.

## If we make a change in your trip

We start planning the trips we offer many months in advance. Occasionally, we have to make changes to itineraries, hotels and other details both before and after bookings have been confirmed. While we always endeavor to avoid changes and cancellations, we must reserve the right to do so. However, we will only cancel your confirmed booking after balance due date where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of “force majeure” as defined herein. We will not cancel after this date for any other reason. However, in the event of a change or cancellation precipitated by a force majeure event, we will not offer you a cash refund but instead will offer you the opportunity to take a trip credit or postpone your trip to a future date.

## Force majeure

We cannot accept liability, make refunds or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to “force majeure”. “Force majeure” means any event or circumstances which we or the supplier of the services in question could not avoid. Such events and circumstances may include, but are not limited to, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, acts by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemics / pandemics or the threat thereof, adverse weather conditions, fire and all similar events outside our control. This force majeure clause is applicable to every provision in this document, as well as to all other information provided with regard to your trip.

## Surcharges

Significant increases in aviation fuel and other energy prices as well as fluctuations in exchange rates and other factors may necessitate an increase in trip prices before or after you book. If you purchase interstate or international air through Audley Travel as part of the trip, no surcharges will be imposed (except in the unlikely event of an increase in governmental taxes) after final payment. Surcharges, however, may be imposed at any time up to final payment. If, however, you purchase a land-only package (no interstate or international air), Audley Travel reserves the right to surcharge for these increased costs even after final payment.

## Travel protection

Adequate insurance coverage is essential. It is a condition of booking and it is your responsibility to ensure that you carry the correct comprehensive travel and medical insurance to cover yourself, as well as any dependents and traveling companions for all elements and the full duration of your trip. This insurance policy should include coverage in respect to, but not limited to, the following eventualities: cancellation or curtailment of the trip, emergency evacuation expenses, medical expenses, repatriation expenses, damage or loss of personal baggage, money and goods. We will take no responsibility for any costs for losses incurred or suffered by you or your dependents or traveling companions, with regards to, but not limited to, any of the above-mentioned eventualities. You will be charged directly by the relevant Service Providers for any emergency services you may require and may find yourself in a position unable to access such services should you not be carrying the relevant insurance coverage. If you make any changes to your itinerary after purchasing your travel protection, it is your responsibility to notify your travel protection provider to ensure your coverage is still valid for the updated itinerary.

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## Flights and your responsibility

The flight details shown in your custom itinerary are for guidance only and are subject to change. Final details will be confirmed on the documentation within your Travel Organizer, sent approximately 14 days prior to departure. The times shown on all tickets are local times and check in for both outward and return flights is at least 3 hours prior to the departure times on the travel documents. It is possible that flight times may be changed even after tickets have been issued. We will contact you as soon as possible if this occurs.

We can accept no responsibility if you arrive late for the check in and miss your flight as a result nor can we accept responsibility for any loss by you of your trip/flight travel tickets, vouchers or coupons.

The name on your airline tickets must be identical to the name on your passport.

Air travel is subject to weather conditions and operational decisions of carriers and airports which may result in delays and diversions. Please note that carriers sometimes change the departure time of flights at short notice. We will inform you of this where we are made aware of it, but please note that this is outside of our control.

We and our local ground-handlers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. Baggage and personal effects are at all times the sole responsibility of the participant.

Disinsection of aircraft is permitted under international law in order to protect public health, agriculture and the environment. A number of countries that we organize trips to choose to do this by spraying the aircraft cabin with an aerosolized insecticide while passengers are on board. Our clients have rarely had any issues with this process but we note that while the Report of the Informal Consultation on Aircraft Disinsection sponsored by the World Health Organization (November 6-10, 1995) concluded that aircraft disinsection, if performed appropriately, would not present a risk to human health, the report also noted that some individuals may experience transient discomfort following aircraft disinsection by aerosol application. If you have concerns about this process or wish to know more please ask your Country Specialist.

## Travel Advisories/Warnings and your responsibility

It is the responsibility of the traveler to become informed about the most current travel information, advisories and warnings by referring both to the US State Department's travel website at [www.travel.state.gov/](http://www.travel.state.gov/) or by phone at 1-888-407-4747 and by accessing the Centers for Disease Control (CDC) website at <https://wwwnc.cdc.gov/travel/notices>. In the event of an active US Department of State Travel Advisory of Level 3 against travel to a specific location on your itinerary, we will ask you to acknowledge the associated travel risks by signing a waiver if Audley is able to operate the itinerary. In the event of an active US Department of State Travel Advisory of Level 4 against travel, Audley will attempt to make changes to or reroute your trip to avoid that specific locale. In all cases, regardless of a US State Department Advisory or a CDC warning, the traveler assumes all risk of personal injury, death, loss, inconvenience or delay, quarantine costs, hospital or medical costs, or other expenses that may arise from the trip.

## Excursions

We do not provide or arrange excursions other than those you have arranged with us and which are listed in your custom itinerary. Our local representatives or guides may put you in touch with local organizers of excursions if you request them to but we have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

## Villas and private stay accommodation

Where you book a villa or other private stay accommodation with us ("villa"), additional terms may apply to your booking which do not generally apply to other types of accommodation. You will have a contract with us for the arrangements booked through us (including your villa) but you may also be required to enter into a contract directly with the villa owner which will include terms specifically relating to that villa/owner. To enable us to deal quickly with any issues which may arise during your holiday, you authorize us to communicate with the villa owner.

A security deposit may be required to cover the cost of any damage, breakage or loss occurring during your stay and the cost of any other services for which an additional charge applies. If a security deposit is payable, you will be advised at the time of booking and the details will, if taken by us, be shown on your booking confirmation / invoice. Any security deposit taken by us is usually payable with the balance of your holiday cost and will be held by us on behalf of the villa owner. Alternatively, if there is a requirement for the security deposit to be paid directly to the villa owner or an associated supplier, we will provide you with the relevant details for payment. It will be returned to you after the end of your stay, less any deductions which may be required to cover the cost of any damage, breakage or loss which has occurred during your stay. If no security deposit is payable, you will be directly responsible to the villa owner for the cost of any damage, breakage, loss and services (for which an additional charge applies).



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Unless detailed as payable locally or as otherwise confirmed to you in writing, the cost of your villa includes gas, electricity, water, weekly linen change plus any maid service as specified and any other extra included services specified at the time of booking. There may be an additional charge in the event of excessive usage of any included service. Tourist and other taxes may be payable locally in addition to the cost of your booking.

Villas are let for vacation purposes only and may not be used for any other purpose without the written consent of the villa owner. The number of persons staying at the villa (including children and infants) must not exceed the published capacity of the villa as stated in our documentation or advised at the time of booking. The decoration, furnishings and items provided at the villa may differ from those advertised as changes may be made by the villa owner at any time. Photographs are intended to be representative of the standard, general look and usual contents of the villa.

### Prices and brochure accuracy

Please check all details of your trip (including the price) with us at the time of booking. While every effort is made to ensure the accuracy of the brochures, custom itineraries and prices at the time of printing or when they are given to you, regrettably errors and/or changes do occasionally occur. For example, airlines may change their schedules, roads may close and government regulations may change. Should there be any changes to the travel arrangements you have booked we will do our best to keep you informed prior to departure.

### Visa and Passport Information

Participants are solely responsible for ensuring their passports are up to date, do not expire for at least 6 months after the trip return date (a requirement to enter many countries), have two completely blank pages (for some countries) and have all necessary visas. Any failure of a participant to have proper visas and/ or passport will likely result in the participant not being able to leave the country or enter a destination and no refund will be available in any such case.

For up to date visa requirements US citizens should visit <https://travel.state.gov/content/travel.html>. Canadian citizens should visit <https://travel.gc.ca/travelling/advisories>. Citizens of other countries should check with the relevant embassy in their own country.

### Complaints

Should you have any complaints about an aspect of your trip arrangements when traveling, you must inform the local representative or supplier involved immediately. Most problems can easily be dealt with on the spot. Please note if you do not report a problem or complaint which, if it had been reported at the time it occurred could have been resolved there and then, we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client traveling in the developing world to be reasonably resourceful if things go wrong. If you need urgently to speak with an Audley Travel representative outside of office hours you are able to contact us on our 24-hour emergency telephone service. The number will be found in the Getting Assistance section of your Travel Organizer. In the unlikely event that an acceptable solution cannot be found, you should then write to us within 28 days of your return with full details of your complaint.

### Data Protection

To the extent required by applicable law, you consent to us processing your personal information and confirm that you have obtained the consent of other members of your party whose personal information you provide to us consistent with the terms of our Privacy Policy (<https://www.audleytravel.com/us/privacy-policy>). This may include our providing such personal information to third parties (including airlines, local accommodation or service providers) where necessary or desirable in order to arrange and provide your holiday. You acknowledge that you have reviewed the terms of our Privacy Policy and have made available a copy to any other members of your party whose personal information you provide to us.

As described in our Privacy Policy, we may process some personal information that is considered "sensitive personal information" under certain privacy laws, which includes specific details of any relevant health conditions, disabilities, mobility and access requirements, and special dietary requirements including allergies, as well as identifiers like your passport number or driver's license number. To the extent required by applicable law, you and the other members of your party consent to our processing of such personal information that you supply to us where necessary in order to arrange and provide your holiday. For further information about the ways in which we process your personal information and the personal information of other members of your party that you supply to us, please refer to our Privacy Policy (<https://www.audleytravel.com/privacy-policy>).

### United States Tour Operators Association (USTOA)

Audley Travel US Inc., as an Active Member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of Audley Travel US Inc. customers in the unlikely event of Audley Travel US Inc. bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Audley Travel US Inc. may be sufficient to provide only a partial recovery of the advance payments received by Audley Travel US Inc. More details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at <https://ustoa.com/>

# Assumption of Risk, Binding Arbitration Agreement, Release and Other Important Legal Considerations

## Assumption of Risk

I am aware that adventure travel such as that I am undertaking involves hazardous activities, some in remote areas of the world, with a risk of inconvenience, illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Audley Travel, or other persons and companies known or unknown, or of negligent, willful or criminal conduct of third parties. I am aware that weather conditions may be severe, adverse and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. I am aware that there are dangers inherent to recreational activities including, but not limited to, scuba-diving and other watersports, horse-riding, zip-lining, quad-biking, cycling, winter-sports etc. and that these are beyond the direct control of Audley. In order to partake of the enjoyment and excitement of this adventure travel trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Audley Travel or of any third parties.

## Voluntary Participation

I acknowledge that I have voluntarily applied to participate on this trip (or a trip which I may change to) and that I have read the description of the trip as it appears in my quotation or any other documents or digital information provided in relation to the trip. I am voluntarily participating in this trip with knowledge of the hazards involved. I am also aware that additional waivers may be required by Audley Travel or by local tour providers in order to participate in certain activities during my trip.

## Infectious Diseases

I am aware that while on or traveling to or from my trip, I might be exposed to various infectious diseases such as but not limited to COVID-19, SARS, bird flu, Ebola, MERS, hantavirus, Zika, plague, dengue fever, malaria, etc. from other people, animals or objects. I assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Audley Travel from any such developments. In addition, I recognize that the United States Department of State may have in place a Level 3 or even Level 4 Advisory related to my destination, and that the Centers for Disease Control and Prevention may have warnings concerning same. See <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/> and <https://wwwnc.cdc.gov/travel/destinations/list/> It is the participant's responsibility to review the same.

I also accept the following risks of participating in this trip including, without limitation:

- (i) All other risks associated with any infectious disease including, but not limited to, preclusion from public or private buildings, land or areas, access to transportation, entry into or exit from any country etc.
- (ii) Risk of my travel insurance not covering infectious disease related claims.
- (iii) The potential for being quarantined, even if I am not symptomatic and/or do not have the infectious disease under consideration.
- (iv) Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine, and evacuation expenses, as a result, are to be borne by the participant.

## Governmental Closure

I accept all risks regarding transportation problems and delays including, without limitation, entry into or exit from any country and/or entry into the United States and/or difficulties with or closure of transportation systems or the availability of other features or attractions within the country where my trip takes place.

## Binding Arbitration

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, according to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law and will take place in Boston, MA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Any arbitration commenced against Audley Travel must be on behalf of only the signatory to this Agreement and his or her immediate family members who traveled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

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### Release

Audley Travel US Inc. (the headquarters of which are at 77 North Washington Street, 4th Floor, Boston, MA, 02114, United States), its subsidiaries, owners, directors, officers, employees, shareholders and affiliates, (collectively "Audley Travel"), does not own, operate or control any entity which is to or does provide goods or services for your trip including, but not limited to, hotels or other lodging facilities, airlines, vessels, buses, vans or other transportation companies, local ground operators, providers or organizers of excursions or equipment used thereon, food service or entertainment providers, etc. even if some of those entities utilize the Audley Travel name on signs etc. All such persons and entities are independent contractors.

You acknowledge therefore that your legal recourse in respect of any injury, damage, loss, delay, additional expense or inconvenience is against the specific third-party service provider only, except to the extent a loss has been caused by the gross negligence of Audley Travel. Furthermore you acknowledge that Audley Travel is not liable in contract, tort or otherwise, for any injury, damage, loss, delay, or events caused by a Force Majeure situation, for any additional expense or inconvenience caused by the errors or omissions of third-party providers, or for any negligent or willful act or failure to act of any third party.

To the maximum extent permitted by law, you agree to release Audley Travel from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or

failure to supply or use or non-use of our Services or the third-party service providers' products or services.

In addition, I release Audley Travel from its own negligence, but not its gross negligence, and assume all risk thereof.

### Importance of each participant signing the Assumption of Risk, Binding Arbitration Agreement, Release and Other Important Legal Considerations

Each person in a party must sign the Assumption of Risk, Binding Arbitration Agreement, Release and Other Important Considerations concerning your Audley Travel trip. If any participant at the time of signing is under 18 years of age, a parent or legal guardian must sign on the minor's behalf. In the event any one or more person(s) does not sign, that person(s) cannot go on the trip and the cost to the remaining participants will be increased to reflect the added costs to Audley Travel of running the trip with fewer participants. You accept responsibility for the increased costs and understand that all incremental costs must be paid prior to departure.