

## Booking Conditions

These tours are operated by SpecialTours at The Ultimate Travel Company Limited, registered in England under Company number 3528325

### MAKING A BOOKING

As set forth in the notice from The Ultimate Travel Company Ltd ("UTC Ltd.") confirming your prospective placement on the tour ("Tour"), please complete the registration form and forward it to UTC Ltd., together with your non-refundable deposit made payable to "The Ultimate Travel Company, Ltd." If you are booking less than 16 weeks prior to departure, the full cost of the tour is payable.

On receipt of your registration form and deposit, UTC Ltd. will confirm your booking in writing, then approximately 18 weeks prior to departure send you a final invoice, which will reflect any applicable surcharges due, together with further information relevant to the Tour. Invoices must be paid no less than 16 weeks prior to departure (or immediately if bookings are made within 16 weeks of departure), otherwise UTC Ltd. reserves the right to treat the booking as cancelled and apply cancellation conditions as set forth in the Tour brochure.

### FITNESS TO TRAVEL

While UTC Ltd. does not impose any upper age limitations on joining a tour, participants ("Tour Participants") must be reasonably fit and able to cope with its specific demands, especially where sustained periods of sightseeing and walking are involved. The tour is not suitable for those who have difficulty in walking, may require wheelchair assistance at any time, or are unable to keep pace with the group. All Tour Participants on the Tour must be eighteen (18) years of age or older to participate in the Tour. If you are in any doubt as to the suitability of the Tour, you must make this known to UTC Ltd. before you book and you will be advised accordingly. UTC Ltd. reserves the right to decline a reservation without necessarily giving a reason.

The UTC Ltd. Tour Manager, in consultation with the GCA trip coordinator, has the right to disqualify any Tour Participant at any time during the course of the Tour, if considered necessary for the medical well-being or safety of the individual or if the Tour Participant's actions are materially affecting the enjoyment of the Tour for the remainder of the group. Any decision with regard to reimbursement for any part of the Tour not completed will be decided by the Managing Director of UTC Ltd.

### PASSPORT, VISAS & HEALTH

All Tour Participants are personally responsible for ensuring that they have a valid passport, any required visas, and conform to the health regulations required by the relevant country. Advice on health requirements may be obtained from your doctor or from the Centers for Disease Control and Prevention (CDC).

At the time the final invoice is sent to the Tour Participants, UTC Ltd. will advise the Tour Participants about current country entry requirements for those traveling from the US, along with links to the US State Department website. It will let the Tour Participants know if there are changes to such requirements prior to the departure date. However, as UTC Ltd. is not a medical professional nor is it responsible for the Tour Participants' international flights, it is the Tour Participants' responsibility to be aware of changes in health and safety recommendations and any requirements relating to their international flights and entry requirements.

If a Tour Participant is injured or falls ill during the Tour, UTC Ltd. will assist in obtaining appropriate medical assistance and transportation to the nearest hospital, clinic, or medical centre for treatment as soon as reasonably practicable of the Tour Participant. The availability, speed and quality of medical assistance may greatly vary depending on the location of the Tour and the terms, restrictions, or validity of a Tour Participant's insurance. Whilst UTC Ltd. shall act in good faith to provide all reasonable assistance, it takes no responsibility nor makes any warranty as to the provision of medical assistance to any Tour Participant. Any costs relating to emergency, hospitalization, and medical treatment are the responsibility of the Tour Participant(s) concerned. If necessary, UTC Ltd. may cover the immediate costs required for emergency medical treatment, provided that a satisfactory confirmation has been received from the Tour Participant or the Tour Participant's insurer that UTC Ltd. will be

fully reimbursed for these costs.

### TRAVEL INSURANCE

UTC Ltd. strongly recommends that you take out adequate travel insurance and particular care should be taken to ensure that you have adequate coverage, especially for trip cancellation and medical emergency repatriation. If you do not have travel insurance, you will not, under any circumstances, hold UTC Ltd. responsible for any personal expenditure that would have been covered by a normal, fully inclusive travel insurance policy, unless otherwise set forth in Our Liabilities below.

### BAGGAGE & PERSONAL EFFECTS

These remain your responsibility and risk at all times.

### PRICING & SURCHARGES

The Tour price is based upon tariffs, other costs and exchange rates, as per the date of publication of the itinerary.

The Tour price may be varied due to changes in: transportation costs (e.g. fuel, scheduled air fares, and any other airline surcharges which are part of the contract between airlines and their agents and UTC Ltd.); Government action such as increases in VAT or any other Government imposed increases; or currency in relation to adverse exchange rate variations. In the case of any small variation, an amount equivalent to 2% of the Tour price, will be absorbed. For larger variations this 2% will still be absorbed for increases but not retained from refunds. If the surcharge exceeds 10% of the agreed price the Tour, Tour Participants have the right to cancel their participation the Tour and receive a refund of all monies paid, less any non-recoverable Provider costs. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the Tour price due to contractual and other protection in place.

### AIRLINES & OTHER SUPPLIERS

UTC Ltd. acts only as agent for the owners of accommodations and services provided, for all carriers by air or otherwise, and for road transport proprietors; and all bookings must be accepted subject to the ticket or transport conditions and regulations of the carriers or transport proprietors, and also subject to the laws of the country in which such carriage or other facility is required.

### ALTERATIONS BY UTC LTD.

Great care is taken to ensure that the descriptions, information and prices provided by UTC Ltd are accurate. Nevertheless there may be times when a facility or visit is withdrawn as a result of factors beyond UTC Ltd.'s control. UTC Ltd. will always endeavour to find a satisfactory replacement and therefore reserves the right to alter the content of the Tour at any time. Unless a change is significant and no suitable alternative can be provided, UTC Ltd will not be liable to make any refunds solely based on such change. Similarly, UTC Ltd. retains the right to modify, postpone, or cancel any tour, flight schedule, accommodation, or arrangement, if unforeseen circumstances amounting to force majeure arise. "Force Majeure" for purposes of the preceding sentence, means delays, cancellation and/or expenses arising as a result of adverse weather conditions, strikes, local laws, hostilities, wars, terrorist attacks, civil disturbances, political or government restrictions or regulations, significant health concerns (such as epidemics or pandemics requiring significant travel disruptions), or other such causes beyond UTC Ltd.'s reasonable control. In such circumstances, UTC Ltd. will inform you as soon as possible. If the Tour is postponed, Tour Participants' payments will be credited to the postponed tour. In the event a Tour Participant does not wish to commit to the new dates, payments will be refunded less any non-refundable supplier costs. Should the Tour be cancelled due to force majeure, all payments will be refunded less any non-refundable supplier costs. UTC Ltd. shall not cancel any tour for reason of political tension or natural disaster unless specifically recommended to do so by the relevant government office.

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### CANCELLATION

You or a member of your party may cancel their participation on the Tour provided that the cancellation is communicated in writing to UTC Ltd. and by the person who signed the registration form. The deposit is non-refundable. After the balance has been paid, in the event of a cancellation by a Tour Participant, UTC Ltd. will charge as set forth in the Tour brochure.

If you choose to cancel your participation in the Tour, your booking may be transferred to a third party on the waiting list and who satisfies the conditions required to take the Tour (the "Substitute"). In this event, the Substitute shall pay UTC Ltd. the non-refundable deposit or, if it is less than 16 weeks prior to the departure date, the full cost of the Tour, and UTC Ltd. will refund to you all amounts paid by you less an administrative fee of \$750. The amounts not refundable by UTC Ltd. may be recoverable, if applicable, under a Tour Participant's personal insurance policy.

### TOUR CANCELLATION

The price of UTC Ltd.'s tours are based on a minimum number of travelers. If this minimum number is not reached by the deposit due date, UTC Ltd. will either cancel the Tour and offer a refund in full or, if all Tour Participants agree, propose a supplementary charge to enable the tour to operate.

### OUR LIABILITIES

UTC Ltd. does not exclude or limit any liability to Tour Participants that may arise from proven negligence by any person employed directly by UTC Ltd. or by its suppliers and subcontractors, servants, or agents of the same (together, "Providers") whilst acting in the course of their employment (other than air and sea carriers performing any domestic, internal, or international carriage of whatsoever kind) in respect of death, bodily injury or illness, or property damage. Such liabilities shall be subject to English law and all proceedings shall be within the exclusive domain of the English courts.

UTC Ltd. shall endeavour to afford general assistance to Tour Participants in the event of illness, injury, or death during the period of the Tour. UTC Ltd. accepts responsibility for ensuring that all parts of the Tour are supplied as described and that all services, including those of Providers, shall reach a reasonable standard. UTC Ltd. represents and warrants that it is insured by insurers of recognized financial responsibility against the losses and risks described in herein and in such amounts as are prudent and customary in the industry.

These obligations and responsibilities shall be limited to where international conventions in respect of air or sea carriers apply. Naturally UTC Ltd. cannot assume responsibility for loss or expense due to war, riots, strikes, terrorist activities, or natural disaster.

### DATA PROTECTION STATEMENT

Please be assured that UTC Ltd has measures in place to protect the personal booking information controlled or processed by UTC Ltd. and agrees to comply with any applicable privacy laws related to this information and to treat it as confidential and to not disclose it other than as set forth in this paragraph. This information will be passed on to the principal and to the relevant Providers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in the EEA. UTC Ltd. will only pass your information as may be necessary to persons responsible for your travel arrangements. This applies to any sensitive information that you give to UTC Ltd. such as details of any disabilities or dietary/religious requirements. If UTC Ltd. cannot pass this information to the relevant suppliers, whether in the EEA or not, UTC Ltd. will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons set forth in this paragraph. For full details of UTC Ltd.'s data protection policy, please visit [www.theultimatetravelcompany.co.uk](http://www.theultimatetravelcompany.co.uk)

UTC Ltd. shall not use any personal data relating to the Tour Participants and shall not subject such personal data to any processing except as may be required for the purposes of the Tour. In particular, UTC Ltd. shall not make use of such personal data for promoting or marketing its own services (other than providing Tour Participants the Tour arrangements) or other events and shall not transfer such personal data to any third party except as may be necessary for the purposes of the Tour, provided that this clause shall not apply to data supplied to UTC Ltd. by Tour Participants who have made separate travel arrangements with UTC Ltd. to extend their visits beyond the dates of the Tour.

UTC Ltd. and its Providers may not use the Tour or any Tour Participant's name or photograph for any purpose, including promotional purposes, except as set forth above.