

# HISTORY HITCH

History, Language & Culture Tours

## WHOLESALE BOOKING TERMS & CONDITIONS

Below are our Terms & Conditions for industry operators. These are being provided to you not only for your use, but so you can inform your passengers.

- A. **TO MAKE A BOOKING:** All bookings are made with History Hitch, hereafter referred to as 'the Company'. (i) No contract exists until the Company has received and acknowledged the signed Booking Form and the initial deposit required. The acknowledgement will take the form of a confirmation accepting your booking and acknowledging receipt of first deposits; and it is then that a binding agreement will exist between us. It is in both your and the Company's interests that you carefully study the contents of the booking conditions as your signature on the Booking Form represents an acceptance of the contract as therein detailed. (ii) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- B. **PAYMENT:** (i) To secure your booking, the Company must receive your deposits as follows: Deposits: First deposit for wholesale groups of \$200 USD per paying passenger and the signed Booking Form, followed by a second deposit of \$200 USD per paying passenger due within 60 days of the first deposit. If from time to time airlines or other suppliers require immediate payment and/or deposits to secure available seats/rooms for your group, it may be necessary to require further deposits from the group. Exact amounts will be discussed with the Buying Agency. (ii) All deposits paid are non-refundable except in the circumstances detailed in Paragraph E (ii) below. (iii) We require final details of your party 14 weeks before departure so that your invoice can be sent 13 weeks before departure. The full amount outstanding must be paid within 12 weeks of departure, in order that your itinerary/confirmations may be sent to you approximately 2 weeks before your scheduled date of departure. (iv) If any payments are not received on the due date, the Company reserves the right, at any subsequent time before departure, to cancel the booking and retain all deposits paid and/or to levy penalty charges of \$10 per person per 7-day period or part thereof by which the payment is delayed.
- C. **PRICES:** If monetary exchange rates are necessary, they will be quoted on the current rate as of the day the Booking Form was returned. Prices quoted that include air requirements are based upon fair-market assumptions of flight rates. After receipt of your first deposits, the Company will engage in cost negotiation. If costs exceed what has been included as a fair-cost assumption, the Company reserves the right to increase the quote to meet the additional fees. At this time, you have the right to authorize the Company to proceed with the increased fees included, to cancel within 7-days with no penalty and all payments returned, or to elect to change your package and receive a quote on different elements included. The Company guarantees that once you have booked your package and all rates have been confirmed, the price will not be changed, except in the event that you make changes to your tour, to the numbers traveling or the composition of your party, or to any specific requirements thereof, or in the circumstances described as: Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or changes in the exchange rate applied to your tour, which 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. **Please be advised that as a general assumption, fees quoted do not include airline baggage fees for groups including flights in their package.** Once your airline has been confirmed, the Company will advise if additional fees will be required for baggage. Any/all baggage fees will be required to be paid independently upon checking in at the airport. Baggage fees will be required for outbound as well as inbound legs of your journey.

- D. **CANCELLATIONS & AMENDMENTS:** The Company is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform the Company immediately in writing and request a written confirmation of your cancellation. Upon receipt, the Company will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not the Company. Generally, flight tickets, hotel reservation and other items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund. (i) Any cancellations or amendments should be advised to the Company as soon as possible. A cancellation is effective only when received in writing by the Company from the person signing the Booking Form. In addition to the terms of our Suppliers, the following scale of cancellation charges will apply:

Period before scheduled departure within which written notification of the cancellation is received by the company:

After payment of 1st Deposit until 42 days after receipt of 1st deposit: CANCELLATION FEE: First Deposit of \$300 per paying passenger

Between 42 days and 84 days after receipt of 1st deposit: CANCELLATION FEE: First and Second Deposits of \$600 per paying passenger

Between 84 days after receipt of 1st deposit until 70 days before departure: CANCELLATION FEE: 50% of the total invoiced price of tour

70 Days until 21 days before departure: CANCELLATION FEE: 75% of the total invoiced price of tour

21 Days before departure until departure day: CANCELLATION FEE: 100% of the total invoiced price of tour.

Note: Groups should be able to claim on their travel protection policy if your cancellation falls within the terms of the policy. For this reason we strongly recommend 'Cancel for Any Reason' travel protection.

Other Fees: (ii) Once your Passenger Information Booklet has been returned 14 weeks before departure, any amendments or substitutions that take place after this date will be subject to an administrative fee of \$25 per amendment. (iii) Substitution of party members is permitted up to 90 days prior to departure without incurring cancellation charges, although any charges levied by airlines in respect of amendments or ticket re-issues will be passed on. After this date any alteration will be treated as a new booking and charges will be levied as given in the schedule above.

- E. **IF THERE IS A CHANGE OF PLAN:** (i) The arrangements in published brochures/website/printed materials are made many months in advance and changes are sometimes unavoidable. Most of these changes (such as changes of flight options, coach pick-up times, routings, schedules, aircraft or coach types, or airports) are minor, but where they are significant, the Company will notify you as soon as is reasonably possible before your departure. A significant change is one that involves changing your departure date or destination, or reducing the quality of your main hotel. In the event of a 'significant change' you may decide to: (a) Continue with the booking as amended, or (b) Accept an alternative which the Company may offer to you, or (c) Cancel your booking. (ii) In certain circumstances, excepting a force majeure event, the Company may have to cancel your booking and if this should occur it would return to you all the money you have paid to it, or offer you a suitable alternative. However, it will not cancel your tour after the date when payment of the balance becomes due unless: 1) You have not paid in full, or 2) Your visit is cancelled by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. In these cases, no compensation payments or refunds of any kind will be made.
- F. **FORCE MAJEURE:** We cannot accept liability, provide any refund, 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 foresee or avoid. Such events and circumstances may include, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, decisions 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, epidemic, pandemic, illness, physical injury, quarantine, medical or

customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire and all similar events outside our control.

- G. **THE COMPANY'S RESPONSIBILITY:** The Company, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour. The Company is an independent contractor and is not an employee, agent, or representative of any of these suppliers. The Company does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your tour. All suppliers are independent contractors, and are not agents or employees or representatives of The Company. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither The Company, nor its employees, agents, or representatives are or may be responsible nor accept liability for death, bodily injury or illness or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of the Company. The Company assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and the Company shall be relieved of any obligations under these terms and conditions, in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. The Company accepts no responsibility for lost or stolen items. The Company reserves the right to refuse any participant or potential participant at its sole discretion. Should any member of your party have the misfortune to suffer illness, injury or death arising from an activity which does not form part of the arrangement made by the Company, the Company shall assume no responsibility. Resort Development: There are many resort destinations where development is in progress and therefore there may be building work taking pace in the vicinity of your package accommodation. The Company cannot advise you in advance of all development work taking place in your destination, however should it become aware of work taking place that will create noise or other inconvenience and in its opinion will adversely affect the overall enjoyment of your package, it will pass such information to you. Peak Package Period: All members of your party should be aware that at certain peak holiday periods, hotel destination facilities are heavily utilized and it may, on occasion, be necessary to wait longer than normal to use such facilities. If Traveling Abroad: The Company makes every effort to ensure your package meets your expectations and feels it important to make you aware that the general standards of hygiene, safety, public services and local amenities in countries abroad may differ from those offered in North America. It is recommended that you check with your doctor which inoculations are considered necessary for specific areas. We recommend that all passengers traveling carry a copy of their travel protection plan.
- H. **WHAT HAPPENS TO COMPLAINTS:** If your group has any complaint about their activities while on tour, they are required to bring it to the attention of the relevant supplier in the first instance, and then to your destination ambassador who will make every effort to achieve a satisfactory solution. If this is not possible, you should contact our 24 Hour emergency service whose details will have been provided to you with your final documents. You should then write in upon your return (within 28 days) detailing your complaint. The Company undertakes to acknowledge any written complaint within 14 days of receipt and to write to you in full within 28 days or to explain any delay. In any event you will receive a full reply within a maximum of 56 days. The Company would expect to agree an amicable settlement of the few complaints it might receive.
- I. **BOOKING AGENCY'S OPERATIONS RESPONSIBILITIES:** In signing the Booking Form, you and your agency accept responsibility for the good conduct of all participants during the tour and warrant that at least one responsible adult will be on active duty at all times to ensure that all participants behave well. Furthermore it is the Booking Agency's responsibility specifically to pass on copies of the History Hitch Booking Conditions as well as our Code of Conduct and to ensure that their clients and individual party members ensure that: (i) No participant under 21 years of age consumes alcoholic drinks. (ii) All local laws relating to the consumption of alcohol are at all times obeyed by participants. (iii) No participant consumes alcohol to excess. No participant smokes in a hotel bedroom (or in apartments) or in any other way causes a fire hazard. (iv) Participants act in a responsible fashion during the tour and do not behave in a way likely to cause damage to property or damage or offence to other people.

- J. **ADVERTISING:** (i) Great care has been taken in the printing and production of published online product overviews to give you an accurate picture of the facilities available. If any change the Company believes will materially affect groups' enjoyment becomes apparent in any of these descriptions, it will advise each Tour Leader. There are naturally circumstances beyond its control such as festivals, local holidays, maintenance, and adverse weather conditions for which it cannot accept responsibility and for which no refund will be made. The facilities are shown in good faith and it must be appreciated that some entertainments may be restricted.
- K. **ADULT PARTY MEMBERS OF STUDENT GROUPS:** Student prices when quoted are valid and applicable for those up to 18 years of age and in full-time education at the time of travel. An adult supplement is applicable for clients who are 18 years and over at the time of travel. Should the party comprise more than 15% adults then the tour price for all members will need to be re-costed. If adults in excess of the free place ratio accompany the group, a supplementary charge is payable above the juvenile price of the tour.
- L. **MANDATORY TRAVEL PROTECTION PLAN:** Please be advised that all groups traveling are required to have a travel protection plan to protect against unforeseen circumstances such as flight delays and/or cancellations, road incidents causing delays, injury and illnesses, and other factors. All groups are required to carry a travel protection plan. You may feel free to use your own independent carrier, or if you would prefer, we are happy to refer you to a carrier that specializes in group travel. **Either way, please understand that we will require a copy of the key pages of your group policy showing coverage prior to travel.** The Company is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. The Company cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about travel protection, call your insurer or insurance agent or broker. **We strongly recommend a travel protection plan is purchased at the time of trip sale to protect against any cancellations which might incur.** We also very strongly recommend you purchase a single group policy rather than individual policies to avoid stressful situations in case of need. Group travel insurance should include travel **AND** medical components. We suggest a **"Cancel For Any Reason"** policy is purchased to protect your group members against possible loss due to unforeseen circumstances. Declining travel protection plan coverage is not an option. Failing to purchase adequate insurance could result in the loss of your group's travel cost and/or require more money to correct the situation. You also acknowledge that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. If for any reason a group elects to travel without adequate coverage, we will not be liable for any of your/their losses howsoever arising, for which trip protection plan coverage would otherwise have been available.
- M. **PARTICIPANTS WITH DISABILITIES AND SPECIAL DIETARY REQUIREMENTS:** Participants with disabilities are welcome and must always be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from the Company or its suppliers. Booking Agencies must notify the Company of participants with disabilities in writing when booking the package and of the identity of the participants non-discounted, travel companion who will be responsible for providing all necessary assistance. Booking Agencies should notify the Company if ADA accessible accommodations are needed. The Company will make all reasonable efforts to accommodate this request, but cannot be responsible if ADA accommodations are not available. Any accommodations provided will be at the sole expense of the participant requiring the accommodation. For safety and liability reasons, the Company and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. Booking Agencies should advise the Company upon booking of any participants with special dietary requirements. While most meal establishments can offer general options, the Company cannot guarantee that options will be available. Just in case, the Booking Agency should advise any participant with special dietary requirements to pack extra food/snacks if accommodations cannot be met. **Should a participant have special dietary requirements, that participant shall be solely responsible for any additional expense to their meal plan.**
- N. **ASSUMPTION OF RISK:** By signing this Booking Form, the Booking Agency confirms that they have made their client/group/school aware of all terms and conditions mandated and shown in our Assumption of Risk Statement, this Booking Form, our Code of Conduct form, and have sent copies of same to the responsible party in their group to share with the entire group and all members. This statement may be found on our website, or upon

request, we are happy to send a copy via email. Please be aware that the Assumption of Risk agreement is required to be read and agreed to by all group participants, and if they are under 18 years of age, by the legal parent or guardian. For the safety of our guests, the Company reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

- O. **SEVERABILITY:** If any provision of this Agreement shall be held illegal, invalid, or unenforceable, the remaining portions shall remain in full force and effect.
  
- P. **GOVERNING LAW AND VENUE SELECTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles. Each of the parties hereto consents and agrees to the jurisdiction of any state court or any federal court sitting in North Carolina, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute arising out of this Agreement, or concerning the conduct of either party in connection with this Agreement or otherwise, shall be heard only in the courts described above. All claims must be submitted in writing and received by the Company no later than sixty (60) days after the completion of the tour. Any claims not submitted and received within this time shall be deemed waived and barred.