



FLEETWAY TRIP PARTICIPANT'S AGREEMENT

At the point of clicking the confirmation button to purchase a product or through verbally confirming via telephone, you signify your agreement with the following terms and conditions on behalf of yourself and all members of your traveling party:

Fleetway Travel Ltd. ("Fleetway") arranges the travel services that you have chosen (the "Trip"). These terms and conditions apply to the Trip and the program for the Trip (the "Itinerary").

- 1. Reservations and Payments:** If your booking is accepted more than twelve weeks before departure, the deposit per person specified at time of booking is payable immediately after we have confirmed all the Itinerary details to you. The balance is payable not less than twelve weeks before departure. (Please note that if a booking made via Travel Zoo or certain other promotional third party deals where full payment is required, a deposit is not applicable.) If your booking is accepted within twelve weeks of departure, full payment is required immediately. If we do not receive the deposit and/or the final payment by their due date, we reserve the right to treat your booking as cancelled and levy the appropriate cancellation charges. Please note that we are unable to send any reminder that final payment is due. Checks must be received in sufficient time to allow for clearance by the due date for payment. It is the responsibility of the party leader or cardholder to make payment by the due date. Credit or debit card payments can be made online using the 'Manage My Booking' facility at www.fleetwaytravel.com. If a Trip is already full, we may accept requests on a standby-basis. If space becomes available, you will have the choice of joining the Trip by paying in full or forfeiting the space in return for a refund. If more than one party on standby wishes to take the available space, the first one who submits payment in full will be awarded the space. There may be occasions where the product confirmed online did not get booked or is no longer available due to a technical issue or the availability of any component getting reduced by the supplier. We will inform you of this as soon as we are aware, and in these cases we reserve the right to withdraw our contract with you. We will refund you all monies paid and no compensation will be offered.
- 2. Travel Insurance Offer and Warning:** We strongly recommend that you purchase trip cancellation and medical insurance. Any questions about what travel insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation.
- 3. Fares & Prices:** Fares and prices advertised on this site are accurate to the best of our knowledge. However, on occasion, inadvertent errors in relation to prices and flight details can occur. We will inform you as soon as reasonably possible of any such errors and we reserve the right to charge you the correct fare or, as appropriate, correct any inaccurate information in the contract between you and the carrier or ourselves.
- 4. Air Transportation:** Airfare costs and availability are subject to change at any time prior to payment. Even after you have paid, Trips with scheduled air transportation within or from the United States are subject to supplemental price increases that may be imposed by the supplier and/or government. By agreeing to these terms and conditions, you consent to any such price increase. We will not change your requested seat assignments on commercial aircraft without permission. However, airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). We are not notified of these changes in advance, and often clients are not made aware of these changes until they arrive at the airport. We are not responsible for seat assignment changes made by the airline. Frequent flyer programs are private agreements between airlines and passengers, and we cannot be held responsible for mileage discrepancies involving airline loyalty reward programs. Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated.

5. Accommodations: Fleetway is not liable for any extensions, upgrades, or extras arranged by customers on arrival at the accommodation. The people named on your confirmation must be the only ones allowed to use the accommodation we have arranged for you. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its content during your stay. In the event of one or more members of a party cancel for any reason, a price increase for the remaining members may be applicable, and a new invoice may be sent to you showing the new costing and any cancellation fees involved. There may be small differences between the actual accommodation and its description. Occasionally, local conditions may mean that some facilities or services become unavailable or subject to restriction for reasons such as maintenance, bad weather or lack of demand from guests. In addition to this, please be aware that advertised facilities within your hotel and around the resort may not be fully functional in early and late season. We cannot accept responsibility for any changes or closures to area amenities or attractions. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in the case of our negligence. If our suppliers made us aware of any changes, we will inform you of any changes. Sometimes local laws, religious customs or events mean facilities are not available. For example, in all Muslim countries during the month of Ramadan, bars and restaurants – including hotel restaurants – change their opening hours. You may not be allowed to smoke, drink or eat in public areas during daylight either. In the unlikely event of an overbooking situation at your hotel, alternative arrangements will be made to provide you with similar accommodation to your original booking in accordance with the policies of the hotel that was booked.

6. Change Charges: Online bookings are non-changeable and non-refundable, no matter how far in advance of the departure date the booking is confirmed, and no matter how soon after the confirmation a cancellation request is received by Fleetway. For non-online (e.g., telephone, email, or in-person) bookings, we must receive your change request in writing by email, fax, or overnight courier, and your change date will be the date we receive your notice.

Period before departure we receive details of the change	Change of name only	Other changes
56 days or more	\$95 per name change for each change	£75 per person for each change
15 – 55 days	\$125 per name change for each change	£100 per person for each change
7 – 14 days	\$185 per name change for each change	£150 per person for each change
Less than 7 days	\$250 per name change for each change	100% cancellation charge applies

In some cases where tickets or accommodations with restrictions on refunds and amendments have already been purchased, the airline or suppliers may not allow name or other changes and may demand a full re-purchase of the product in question. In such cases, you are liable for all applicable charges regardless of the notice period given to us. The supplier may charge an amendment fee for any period prior to departure, in which case their fee is payable by you, in addition to the above administration fee payable to Fleetway. Please note that if you alter all or any components of your original booking directly with a supplier, we will not be liable for any such changes and cannot be held responsible for the modifications or implications resulting from them.

7. Cancellation Charges: We must receive your cancellation notice in writing by email, fax, or overnight courier, and your cancellation date will be the date we receive your notice.

More than 91 days	50% of holiday cost
42 – 90 days	70% of holiday cost
41-31 days	80% of holiday cost
30 days or fewer	100% of holiday cost

Your decision not to use all or part of the Trip due to State Department warnings or advisories, fear of travel, illness or any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from using the Trip on the Trip start date and time, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future trip.

8. Passports and Visas: International travel requires a passport valid 6 months beyond your intended return travel date. In many cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. Please speak with us if you are unsure about the visa requirements for your travel destination, but you are solely responsible for complying with passport and visa requirements.

9. Fleetway Cancellation or Substitution: We will make commercially reasonable efforts to keep the Itinerary as it has been confirmed; however, the final Itinerary may vary due to availability and factors beyond our control. We may in our sole discretion substitute services such as hotels or goods of similar quality for any service or good stated in the Itinerary. If a trip is cancelled, our liability is limited to a full refund of your payments, and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond our control, a trip in progress must be interrupted or cancelled, we will refund a portion of the price depending on our actual costs incurred.

10. Medical Conditions and Special Assistance: You hereby certify that you do not have any condition or disability that would create a hazard for you or other guests participating in the Trip, and that you understand that health care standards, facilities, and services abroad may be different or even inadequate for treating certain health conditions. You agree to inform us in writing (with confirmation of receipt from us) at the time you tender your first payment of the Trip price (or at such later time when you become aware of such a condition) of any existing physical or mental illness, disability, pregnancy or any other condition for which you may require medical attention or special accommodation during the Trip. We will make reasonable efforts to accommodate the needs of our travelers; however, travelers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveler's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travelers with special needs for ordinary daily activities, such as walking and dining. In no instance will we or our travel suppliers physically lift or assist participants on to or off any vehicles.

11. Intellectual Property: All copyright and other intellectual property rights in the material on this website is owned by Fleetway. Your access to the website does not imply a license to reproduce or distribute this material or the data therein, by means electronic or otherwise, and means that you cannot reproduce or distribute this material or the data therein without our prior, express, written consent. This prohibition includes, but is not limited to, the use of "screen scraping" technology in order to provide comparison fares and prices via other websites or otherwise.

12. Responsibility/Liability: Fleetway acts only in the capacity of agent for the suppliers of the travel services named in your Itinerary or otherwise providing services or goods in connection with the Trip (the "Suppliers"), such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving

services, restaurants, and providers of entertainment. We forward your payment to each such Supplier on the schedules required by them, typically at point of booking for airlines and point of departure for hotels. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers or airlines providing flights to or from your destinations. You assume full and complete responsibility for all risks of travel and for complying with all laws of the countries in the Itinerary. You are also responsible for respecting the authority and following the directions of any tour guide during a trip. We may exclude you from participating in all or any part of the Trip if, in our sole discretion, your condition or behavior renders you unfit for the trip or unfit for continuation once the trip has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Trip services, or may constitute a hazard or embarrassment. In such case, our liability shall be strictly limited to refund of the recoverable cost of any unused portion of the Trip. Should you decide not to participate in certain parts of the Trip or use certain goods included in the Trip, no refunds will be made for those unused parts of the Trip or goods. You must be over the age of 18 to participate in the trip. You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your or your companions' actions or omissions. **IN NO EVENT WILL WE BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF**

ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE PACKAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY EXCEED THE TOTAL PACKAGE PRICE SET FORTH IN THE ITINERARY.

13. **Force Majeure:** Fleetway assumes no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation that causes you to miss all or any portion of the trip, acts of God, acts of government, war, terrorist acts, riots, disaster, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at foreign destinations, we recommend contacting the Travel Warnings Section of the U.S. State Department at (202) 647-5225 or www.travel.state.gov, and click on "Travel Warnings." For medical information, we recommend contacting the Centers for Disease Control at (877) FYITRIP or www.cdc.gov/travel.

14. **General:** You agree to present any claims against us within 90 days after the trip ends and to file any suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You hereby consent to our use of pictures or video of you in our marketing materials without compensation. If there are any conflicts between this Participant Agreement, the reservation form, and the Itinerary, this Participant Agreement shall apply. We reserve the right to decline to do business with anyone on a non-discriminatory basis.

15. **Governing Law and Exclusive Jurisdiction:** This Agreement will be governed by and construed in accordance with the laws of England and Wales, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than England and Wales. **THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL PROPERLY AND EXCLUSIVELY LIE IN THE COURTS OF ENGLAND AND WALES. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURTS, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURTS ARE AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION.**

CST No. _____.

Florida SOT No. _____

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