

TERMS AND CONDITIONS AGREEMENT (Page 1 of 3)

Your agreement is with HGT Travels located at P.O. Box 470871 Charlotte, NC 28247. Please read the details of this Terms and Conditions Agreement. By signing this agreement a legally binding contract is therefore made.

- ❖ To activate your reservation a non-refundable deposit of 25% OF THE TOTAL COST of the program for each person (unless stated otherwise prior to accepting your deposit) must be sent with the booking form to HGT Travels P.O. Box 470871 Charlotte, NC 28247. Payments for any airfare (if the client wants HGT Travels to arrange) is due in full prior to reservations being made and are non-fundable. If you're booking 30 days or less prior to departure, full payment is due for all program costs including required airfare.
- ❖ Full balance due 30 days before the start of the program. Any installment payments are allowed at any time as long as your program is paid in full 30 days prior to the start date of the program.
- ❖ Form of Payments: Deposit and final payments must be in a form of a personal check or a Cashier's check payable to HGT Travels. Unless otherwise indicated all prices are USD Cash Prices. If you wish to pay your deposit by credit card, you will be required to add 4% to the amount of payment. Your deposit must be made within 10 days of submitting your booking form to guarantee your reservation.
- ❖ Cancellation: Any additional payments beyond deposits are non-refundable 90 days prior to departure date. HGT Travels has the discretion to apply any amount paid to a future trip taken with HGT Travels.
- ❖ For any changes in reservation/itinerary after a confirmation is issued, you must notify HGT Travels in writing at least 60 days prior to departure date. Any expenses or additional cost incurred due to change will be paid at the time of change. All expenses due to flight cancellations or any administration charges which may arise because of any unforeseen changes in your arrival time or ability to begin the trek will be paid by you.
- ❖ HGT Travels reserves the right to cancel the program or change itinerary due to the nature of trekking, weather, and touring in the remote part and high places of the world. If this occurs an alternative program of a similar standard will be offered to you. However, no refund will be allotted.
- ❖ HGT Travels does not accept liability for any loss or damage arising out of any cancellation on any account whatsoever.
- ❖ Although we will always handle your baggage and personal effects with great care while in our possession (such as when carried by bus, porters yak, horses, etc.), HGT Travels does not, however, accept responsible for any loss, damage or accident to any luggage and property.
- ❖ It is in the nature of these types of programs that arrangements and the participants must remain flexible. The day to day itinerary/agenda and ultimate goal of the program are taken as aims and not as contractual obligations. It is the condition of your joining any of our programs that you accept this flexibility and that you also accept that HGT Travels cannot be held responsible for delays or alterations in the program, or for expenses incurred, due to international or internal flight cancellations, automobiles and other means of conveyance, strikes, sickness, weather and other forces of nature, war, quarantine, force major, political closures and disputes. You will be responsible for any such expenses incurred which, depending on the circumstances, may be recoverable by your own insurance. You must make sure to mention all of these items and terms including potential travel up to high altitudes to your insurance provider to ensure you get the appropriate coverage.
- ❖ On any program it is necessary for you to abide by the authority of the leader, who represents HGT Travels. The decision of the leader as to the conduct, itinerary and objectives of the program is final. Signing our booking/reservation form signifies your agreement to this. If in the opinion of the leader your behavior or physical condition is detrimental to the safety, welfare and well-being of the group as a whole (which are the paramount considerations), or if (in consultation with the trek medical person, if there is one) the leader considers your general well-being will be put at risk by continuing with the program, you may have to leave the program without the right to any refund.
- ❖ HGT Travels acts only as an agent for the client in all matters relating to tours and accepts no responsibility for personal illness, injury, accident, death, delay, any kind of loss, damage or irregularity which may be occasioned by reason of any act or omission beyond its control, including without limitation, any act of negligence or breach of contract of a third party, such as a hotel or airline which may supply various goods or services for business. HGT Travels will not accept responsibility for any client activities, actions or interactions that occur outside of those for which the client has contracted to HGT Travels to provide. It is the client's responsibility to ensure that all necessary valid documentation is obtained for the trip, including visas and immunization certificates (i.e. yellow fever, etc.). We reserve the right to decline bookings from clients who are not insured and will accept no responsibility for clients who travel uninsured. The laws of the local government shall govern the relationship between HGT Travels and the Operator / Travel Agent / client and the Courts of local jurisdiction. These courts shall have sole jurisdiction, in respect of any claims and / or disputes of whatsoever nature, which may arise between HGT Travels and the Agent and / or client. Contracts between the parties, as well as any subsequent variations thereto, shall be in writing. Specifically for Tanzania clients need to be aware that safaris frequently visit areas with wild animals. Neither HGT Travels nor its employees, nor our agents can be held responsible in any way whatsoever for any wildlife related injury or incident while on safari.

TERMS AND CONDITIONS AGREEMENT (Page 2 of 3)

- ❖ Medical vaccinations and other preliminary arrangements including all visa procurements (Except for Tibet Permit/CHINA VISA when entering from Nepal) are entirely your responsibility. You must also carry a valid passport and ensure your passport is valid for at least 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct passports, visas and any other required documentation for the countries you are traveling. HGT Travels accepts no responsibility in the event that these are not completed in time for departure or arrival. Furthermore, HGT Travels accepts no responsibility if you are refused entry to a country or places because you lack the correct documentation.
- ❖ To take part in one of our programs you must be covered by insurance, which must include the cost of repatriation and helicopter rescue if you become too ill or injured to continue. You need to purchase an insurance policy which is designed to cover these types of holidays. You must carry proof of insurance (e.g. your insurance certificate) with you throughout the holiday. If cannot provide proof of insurance at the start of the holiday you will be required to take out a suitable policy at that time. If this is not done you will not be allowed to continue on the trip and will not be entitled to any refund for services not provided.
- ❖ No refunds or compensation will be made or given for any unused hotel accommodation, air tickets or any other unused service or feature of the program. No refunds will be made if you voluntarily leave a trip for any reason after the trip has started. Refunds will be at the discretion of HGT Travels if you are involuntarily forced to leave a trip for any reason. Please note that these conditions are subject to change.
- ❖ You understand that during the course of the trip certain events may occur, including, but not limited to, accident or illness in remote places without medical facilities, political instability and the forces of nature. You agree to assume all risks associated with the journey to the maximum extent permitted by local law.
- ❖ You acknowledge that travel on a HGT Travels program requires a degree of flexibility and understand that the trip routes, accommodations and modes of transportation are subject to change without prior notice due to local circumstances.
- ❖ Should HGT Travels deem it advisable to amend an itinerary for any reason, it may do so by shortening, varying or re-routing any program. These changes are binding and additional expenses will be charged to you if the reason for any alteration is outside HGT Travels control.
- ❖ HGT Travels reserves the right to cancel any trip you booked before it is guaranteed to run. A trip is guaranteed to run once it has two fully paid travelers, unless minimum numbers state otherwise.
- ❖ Any flights forming part of your program will be subject to the general conditions and term of the contract with the commercial airline being utilized. Such flights will also be subject to international law which often limits the airlines liability to passengers in respect of death or bodily injury, delay and loss or damage to baggage. HGT Travels reserves the right to substitute alternative vehicles, carriers and/or aircraft types if necessary.
- ❖ Only those complaints which are written and submitted to HGT Travels and/or the owners of the services provided within 15 days of the end of the program will be entertained.
- ❖ The booking conditions may only be waived by a director of HGT Travels and must be done so in writing.
- ❖ When you sign this form you (and any other person on whose behalf you book/reserve for) agree to accept all these conditions, you acknowledge that you have read the all the conditions of this agreement and you warrant that the information you have provided to HGT Travels is complete and accurate.
- ❖ Your booking is accepted on the understanding that you realize and accept the potential risks and hazards that can be involved in any program of this kind, up to and including death. Therefore you must carefully read the entire agreement before signing below.

All participants must read these terms and conditions, and return a signed copy of this contract to HGT Travels prior to the program. As a participant you are aware that the program is under the arrangements of HGT Travels and that your participation involves certain risks and dangers. These include but are not limited to: a. Trekking expedition in mountain terrain. b. Travel by aircraft, car, coaches, jeep, boat, canoe, rafts, automobile, elephant, bicycle, or any other means of conveyance. c. Accidental illness in remote regions with little or no medical facilities and without means of paid evacuation. d. Accidents caused by the forces of nature. e. Subject to change an itinerary due any reason. In consideration of the above and as part of the payments for the right to participate in such a program, activities and the services arranged for the you the participant by HGT Travels and their agents, associates and employees, you the participant thereby assume all the above risks and will hold HGT Travels exempt from and defend them against any and all liability actions, causes of actions, suits, debts, demands and claims of every kind and nature whatsoever which participant may now have hereafter arise out of or in connection with the trip of participation in activities arranged for participant by the aforementioned company and their agents, associates. You hereby agree to accept all the above risks, dangers and conditions as well as agree to pay any and all additional costs that may arise as a result. This agreement shall serve as a release and assumption of risks and guarantee for you and your heirs, administrators, executors and all members of your family including any minors in your company.

Signature Page - TERMS AND CONDITIONS AGREEMENT (Page 3 of 3)

Full Name of Participant:

Signature of Participant: _____ Date: _____