BOOKING CONDITIONS AND OTHER IMPORTANT INFORMATION

A quick reference guide to all the details you need to know before booking your vacation.
SUMMARY BOOKING AND CANCELATION TERMS

Deposit due per person
Level 1: $200  Level 2: $350  Level 3: $500  Oberammergau: $575

Final Payment Due (before departure)
Level 1: 60 days  Level 2: 90 days  Level 3: 120 days  Oberammergau: 90 days

→ CANCELATION CHARGES
Per person if you cancel

<table>
<thead>
<tr>
<th>No of Days (before trip departure)</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Oberammergau</th>
<th>Additional Air Tickets</th>
<th>Extra Accomodations</th>
<th>Chargeable Transfers</th>
</tr>
</thead>
<tbody>
<tr>
<td>120 days +</td>
<td>Deposit</td>
<td>Deposit</td>
<td>Deposit</td>
<td>Deposit</td>
<td>$75 plus airline charges</td>
<td>$35</td>
<td>Higher of $35 or 25% of accomodations price</td>
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<tr>
<td>119 - 90 days</td>
<td>Deposit</td>
<td>Deposit</td>
<td>30%</td>
<td>Deposit</td>
<td>$75 plus airline charges</td>
<td>$35</td>
<td>Higher of $35 or 25% of transfer price</td>
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<tr>
<td>89 - 60 days</td>
<td>Deposit</td>
<td>30%</td>
<td>60%</td>
<td>Deposit</td>
<td>$75 plus airline charges</td>
<td>$35</td>
<td>Higher of $35 or 25% of transfer price</td>
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<tr>
<td>59 - 46 days</td>
<td>30%</td>
<td>60%</td>
<td>90%</td>
<td>Deposit</td>
<td>$75 plus airline charges</td>
<td>Higher of $35 or 25% of accomodations price</td>
<td>Higher of $35 or 25% of transfer price</td>
</tr>
<tr>
<td>45 - 22 days</td>
<td>30%</td>
<td>60%</td>
<td>90%</td>
<td>100% of Oberammergau supplement + 25% of land only price excl. Oberammergau</td>
<td>$75 plus airline charges</td>
<td>Higher of $35 or 25% of accomodations price</td>
<td>Higher of $35 or 25% of transfer price</td>
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<td>21 - 16 days</td>
<td>30%</td>
<td>60%</td>
<td>90%</td>
<td>100% of Oberammergau supplement + 30% of land only price excl. Oberammergau</td>
<td>$75 plus airline charges</td>
<td>Higher of $35 or 25% of accomodations price</td>
<td>Higher of $35 or 25% of transfer price</td>
</tr>
<tr>
<td>15 - 8 days</td>
<td>50%</td>
<td>90%</td>
<td>100%</td>
<td>100% of Oberammergau supplement + 30% of land only price excl. Oberammergau</td>
<td>$75 plus airline charges</td>
<td>Higher of $35 or 30% of accomodations price</td>
<td>Higher of $35 or 30% of transfer price</td>
</tr>
<tr>
<td>7 - 1 days</td>
<td>90%</td>
<td>100%</td>
<td>100%</td>
<td>100% of Oberammergau supplement + 50% of land only price excl. Oberammergau</td>
<td>$75 plus airline charges</td>
<td>100% of accomodations price</td>
<td>100% of transfer price</td>
</tr>
</tbody>
</table>

→ DEPARTURE DAY AND NO SHOW

PLEASE NOTE
Included flights are outlined in each itinerary page price panel. Guests traveling on any flight must provide their full name (as appears on passport), date of birth and gender. Incomplete or inaccurate information may result in additional charges payable directly to the airline or in a worst-case scenario, be denied boarding.

Level 1: Cancellation fees are the minimum cancellation fee charged and is used unless the trip is described as Level 2 or 3.
Level 2: These trips are listed but are generally trips which include cruise/ferry, train or intra-trip flight elements
Level 3: Level 3 cancellation fees apply to the following trips: Antarctic Peninsula Land of Penguins and Icebergs
YOUR GUIDED VACATION BOOKING

For the purposes of this document reference to “you” or “your” includes all guests in the party. Trafalgar Tours West Inc is the ‘Sales Company’. The ‘Operator’ for the trips will be as described in the table below. Collectively these companies are referred to as “Trafalgar”.

**TRAFALGAR – BOOKING CONDITIONS**

**Destination**
- Europe and Britain, Africa, Asia

**Operator**
- Trafalgar Tours Limited
- AAT Kings Tours (Pty) Limited and Travel Corporation NZ Limited
- Destinations America Inc.

- USA, Canada, Mexico, Costa Rica, South America and Antarctica

**Trafalgar** refers to Trafalgar with a contract is formed when you make a reservation with us that we accept. Enrolment in and payment for a guided vacation shall constitute acceptance by the guest of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company.

All contracts with Trafalgar are made subject to the terms of these booking conditions.

The invalidity of any provisions herein shall not affect the validity of any other provisions. The agreement shall be construed as though the invalid provision was not contained herein and was replaced with an enforceable provision as similar as possible to the original provision. Should any conflict arise between these booking conditions and those contained within our brochures, these booking conditions shall prevail.

- **DISCLAIMER**
  - Travel is personal and each individual’s goals and experiences may differ. Trafalgar will not be bound by, or liable for, any description, photograph, representation or warranty made by or provided by any independent third party sales representatives, Travel Agent, or other person or entity relating to any vacation offered by Trafalgar.

- **DEPARTURE DATE**
  - The departure date is the date indicated on the booking confirmation.

- **SECURITY**
  - Security is a major concern to all of us and the situation globally is constantly changing. Eating, drinking and the world, coupled with the “Travel Advisories” published by various governments, at times necessitates changes to the accommodation and itinerary or even trip cancellation. You must accept these risks involved in travel to any country that may experience security difficulties and accept responsibility for your own travel decisions. You are urged to consult with government sources, including the United States Department of State, news sources as well as your Travel Agent prior to making your travel plans.

- **COMPULSORY INSURANCE**
  - All guests must have travel insurance with medical, evacuation and repatriation cover over all applicable dates of travel with Trafalgar. This insurance must cover: trip interruption, personal injury, medical expenses and repatriation cover including during pandemic events.

  The availability of travel insurance and extent of cover is constantly changing, therefore you are advised to talk to your reservation agent or please refer to our website trafalgar.com for most up to date information or news sources as well as your Travel Agent prior to making your travel plans.

- **COVID-19**
  - An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the WHO senior citizens and guests with underlying medical conditions are especially vulnerable.

  We ask that you please take personal responsibility for your wellbeing. This begins with packing any personal protective equipment and sanitisers you require. Please adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instruction whether physical, signage, or requests from our professional staff, once you are vacationing with us. To travel with Trafalgar, you voluntarily assume all risks related to exposure to COVID-19. Full details of hygiene protocols can be found at https://www.trafalgar.com/travel-wellbeing

- **OBERAMMERGAU AND PASSION PLAY**
  - All Oberammergau inclusive vacation prices are subject to change including, but not limited to, limited availability of double rooms, single supplement, meals, sightseeing excursions, itineraries, transfers and transportation.

  No Book Early savings or any other discounts are applicable to the Oberammergau portion of the trip.

  Deposit protection guarantee is not available on trips including Oberammergau.

  Trafalgar has secured hotel accommodations either in Oberammergau or close by in the picturesque villages of the Bavarian Alps. Please note that single and triple rooms are not available for the Oberammergau stay. Solo travelers and triple share guests will be matched and accommodated in a double room with a solo Trafalgar traveler (of the same gender) for the duration of the stay.

  All services in Oberammergau are provided by a local agent, and hotel details will be advised by the Travel Director during the trip.

- **PLEASE NOTE**
  - Where Oberammergau specific terms and conditions conflict with those for vacationing excluding Oberammergau, the Oberammergau terms and conditions shall prevail.

- **WHAT’S INCLUDED IN THE GUIDED VACATION PRICE**
  - **AIR TRANSPORTATION**
    - Not included unless otherwise outlined in each itinerary page price panel.
    - Please be advised that due to the Transportation Security Administration’s (TSA) Security Flight rules, airlines must collect required information from guests. For more information regarding TSA’s Secure Flight rules, please visit www.tsa.gov.

  - **GUIDED VACATION**
    - Air-conditioned coaches, minibuses or 4x4 vehicles, trains, cruises, ferries and intra-trip flights including light aircraft as described in the respective itinerary. Please note on some regional vacations, transfers and sightseeing trips smaller motorcoaches or motorbikes without toilet facilities may be used. If, due to circumstances beyond our control, motorcoaches are used instead of regular coaches, a limited number of double rooms are available with our shared rooming service on certain trips. Trafalgar shall not be responsible or liable for any claims or issues arising out of the shared rooming.

    - Special room requests (adjacent, connecting or lower-floor rooms), as examples, are not usually made at time of booking. Special room requests are not guaranteed and are based on availability at time of check-in. Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room will result in a fine.

    - Substitute accommodations may be used sometimes. We try to use those of similar standard. Hotel Frequent Traveler programs are not earned with Trafalgar tours.

    - Please note that hotel room sizes, standards, facilities and services provided may vary from country to country and region to region and are often local in style and may not have air conditioning. Accommodations outside of the USA may not be in compliance with the Americans with Disabilities Act and may not have wheelchair accessibility.

  - **CRUISES**
    - Per person prices are based on two persons sharing a cabin with two berths, private shower and toilet. A limited number of single cabins or triple cabins may be available at an extra cost. Availability can be confirmed with your local travel expert or Trafalgar reservations agent.

  - **FREE WI-FI INTERNET SERVICE**
    - Complimentary WI-FI service is available in many Trafalgar hotel guestrooms and/or the public areas of most hotels. In most countries complimentary WI-FI is also provided on board the motorcoaches except in remote locations. The WI-FI connection may use the cellular network of the provider and as a result the connection will be slower than standard broadband and at times may not be available. Audio and Video streaming is not available using motorcoach WI-FI. Please note that it may not be available on train trips, cruises, safari lodges, tented camps or when the main Trafalgar motorcoach is not being used, such as on transfer motorcoaches and other local services.

    - For further information on the respective countries WI-FI is offered in as well as data allowances please refer to the Trafalgar website www.trafalgar.com/wifi.

  - **TRAVEL DIRECTOR**
    - Guided tours are led by an English by a professional Travel Director or Driver Guide. Mini-stays, Explorers or itinerary extensions are normally accompanied by the travel Director and are operated on a locally hosted basis using English-speaking Local Host services unless otherwise described.

    - In the unlikely event that there are fifteen guests or less travelling on a departure, Trafalgar reserves the right to operate this departure on an individual basis with private transfers and individual arrangements. Please refer to the individual guided vacation itinerary.

  - **MEALS**
    - Meals are included as detailed on itineraries.

  - **SIGHTSEEING**
    - Experiences, entrance fees and an English-speaking Local Specialist (when required) are included as detailed in the itinerary pages. Please be advised that stricter luggage allowances may be in place for other methods of transportation such as safari vehicles, flights and cruises. Please confirm with your local travel expert or Trafalgar reservations agent.

    - Trafalgar and Trafalgar’s affiliated entities shall not be liable for loss or damage to luggage or your guests’ belongings. Guests should immediately report lost property to the Travel Director who will assist in completing a lost property form that can be used for an insurance claim. Trafalgar cannot assist in locating lost items after the guest disembarks or completes the Trafalgar vacation.

  - **TIPS/GRATUITIES**
    - Tips/gratuities are included for services on guided vacation, except to your Motorcoach Driver and Travel Director (and outside of the Americas to your Local Specialist). Tip amounts should be extension on a voluntary, individual basis at the end of your vacation. Included tips/gratuities cover all services provided by dining-room waiters, housekeeping staff and local driver/hotel.

    - Tips/Gratuities for cruises and train journeys are subject to other arrangements which may be confirmed with your local travel expert or Trafalgar reservations agent.

  - **OPTIONAL PREPAID GRATUITIES**
    - If you have opted to prepay your gratuities to your Travel Director and Motorcoach Driver, this will be detailed within your vacation documentation. We offer this option on the majority of our vacation itineraries. Please check the vacation price panels for the applicable vacations where this option is available.

**NOT INCLUDED IN GUIDED VACATION PRICE**

- Any items and matters not referred to above, including, airfares to and from your destination, air-related taxes and fees (except where specified); additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services; passport and visa fees; insurances of all kinds; tips;
RESERVATIONS AND PAYMENTS

1. Your guided vacation will be confirmed after receipt of a deposit as detailed in the Summary Booking and Cancellation Terms table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received. If not received within 3 days of booking, the reservation will automatically be canceled. On certain departures, payments may be required at time of booking to hold seats.

2. Air-inclusive bookings may require an additional non-refundable deposit or payment in full at the time of booking, see Air Arrangements section below.

3. Final payment for your land reservation will be due prior to departure no later than as detailed in the Summary Booking and Cancellation Terms table. Payment in full will be required at time of booking for reservations made after the final payment due date (see Summary Booking and Cancellation table) prior to the trip departure date.

4. Trafalgar reserves the right to cancel the reservation and impose cancelation penalties if any payment is not received as detailed within the Summary Booking and Cancellation table. Trafalgar will not be responsible for lost land and/or air reservations.

5. Credit Card Bookings: Trafalgar should be advised of your credit card number when making your reservation directly with us. For security purposes, we are required to collect the guest’s credit card billing address, card expiration date and the customer verification code every time a payment is applied.

6. Any special meal requests, including allergies, must be provided at time of booking and are requested on a REJECTION basis only. Trafalgar cannot guarantee that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.

7. Your Travel Agent shall hold all monies for each and every passenger in the booking until the booking is confirmed at which time your Travel Agent shall provide those monies promptly to you. You consent to us depositing monies received by us as required by law. We will be entitled to keep interest earned on monies. You consent that all monies paid to us whether through your Travel Agent, by deposit or otherwise, may be disbursed by us as and when we see fit.

BOOK EARLY! EARLY BIRD SAVINGS/ PAY EARLY

Savings are applied at the time of booking, apply to the LAND-only portion of vacations featuring the “Early Bird Savings” in the price panel, and require full payment by the applicable discount deadline dates (see our deals section online). Full payment is not received by the correct date - as stated on the invoice - the discount will be removed and the booking will be re-priced. These discounts are not valid on all itineraries or departure dates and do not apply to optional extensions, airfares, government taxes and fees, air flight supplements, extra nights’ accommodations, transfers or any cruise portion of a vacation. This offer is subject to availability, applies to new bookings only and may be withdrawn at any time without notice. See the dates and prices section of the itinerary online at trafalgar.com for current availability.

TRAVEL DOCUMENTS

Provided full payment has been received on time and registration completed, travel documents will be sent in electronic format no later than 21 days prior to departure.

PASSPORTS, VISAS AND OTHER ENTRY/EXIT REQUIREMENTS

All guests including children must be in possession of a machine-readable passport valid for 6 months after their trip and accompanying visas. Due to government imposed security/immigration measures, passport and emergency contact information is required for all guests prior to the release of travel documents.

It is the guest’s sole responsibility to secure and/or pay for any and all visas or Electronic Travel Authorizations (ETAs), affidavits, immunizations, etc. that are required in order to be permitted entry into each destination. In some countries you may be required to present your passport, and/or departures/exit fees which will be collected at the airports upon entry/ departure by local government authorities.

You should check with your Travel Agent or Consular Service for information regarding necessary visa and travel documentation. Where possible we strongly recommend obtaining any required visa or documentation prior to departure. Obtaining documentation while traveling can be a time consuming process and some countries will not issue documentation at the border. For some countries an invitation letter is required from the Ground Handler to send along with the visa application.

Please note that entry to any country may be refused even if the required information and travel documents are complete. Trafalgar will require full passport information (full name, date of birth, passport number, issue and expiry dates) prior to final payment.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with your Travel Agent or local consular services. Obtaining and carrying these documents is your sole responsibility. Trafalgar bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guest, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

BOOKING CHANGES, CANCELLATIONS AND REFUNDS

NAME CHANGES

An administration fee of $75 per person will be charged for name changes or name corrections together with any costs incurred, including airline charges and fees.

OTHER BOOKING CHANGES

A fee of $150 per person, per change plus any costs incurred, including airline charges and fees, will be charged prior to the confirmation date made to a reservation after the booking is confirmed. Costs and charges may increase the closer to the departure date that changes are made. We will try to make your requested change but it may on occasion not be possible.

A change of guided vacation date or itinerary after final payment is due (see Summary Booking and Cancellation table) of departure date will be treated as a cancellation. Cancellation fees will apply when the change is to an earlier departure date and the guided vacation price is equivalent or greater, in which case a $35 per person amendment fee will be charged, together with any costs incurred including airline charges and fees.

CANCELLATIONS AND CANCELLATION FEES

Travel arrangements may be canceled at any time by written notice by the person who made the booking. Please note the following:

• If notice of cancellation is received by Trafalgar before final payment is due (see Summary Booking and Cancellation table), deposit will be retained along with the Travel Protection payment.

• If full payment is not received by the due date (see Summary Booking and Cancellation table), Trafalgar has the right to cancel the travel arrangements and your deposit will be forfeited. Trafalgar will not be responsible for lost reservations.

• Notice of cancellation must be made in writing directly to Trafalgar or through your Travel Agent. Please also refer to Trafalgar’s Travel Protection.

• If a person in a party cancels and there is a room change caused by this cancellation (such as a Double to Single, or Triple to Double), charges for the new room type will be the responsibility of the remaining party.

• The charges detailed in the Summary Booking and Cancellation table will apply when notice of cancellation is given after the booking is confirmed.

• If a guest fails to join the guided vacation on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the guided vacation later at their own expense).

• Cancellation fees as per the Summary Booking and Cancellation table apply to all additional accommodations and/or chargeable transfers prior to and after the guided vacation, itineraries extensions or cruise reserved through Trafalgar.

• All cancellations fees as per the Summary Booking and Cancellation table are additional to any cancellation fees or other charges that may be levied by your Travel Agent.

• Please also refer to Air Cancellation Section where applicable.

• Travel Protection Plan premiums are non-refundable.

Trafalgar designates a number of scheduled trips as a ‘Definite Departure’. These are trips which whilst within all reasonable control, Trafalgar/Costaver guarantees that they will operate. However, the ever-changing landscape of ground situations and extraordinary events (such as the Covid 19 Pandemic) has made many aspects of planning travel difficult to guarantee. Changes to government policy, rules and regulations, transportation availability and other issues may force Trafalgar to cancel or amend a trip to ensure the wellbeing of our travellers. We therefore reserve the sole right, at our discretion, to modify or cancel any trip (defined as not), accommodation, in destination activity or arrangement at any time.

Trafalgar is not responsible for other travel arrangements that you or your party have made outside Trafalgar and which are affected by our cancelations.

If the reason for your cancelation is covered under your insurance, you may receive reimbursement. It is recommended that you speak with your Travel Agent or your insurance company to determine if your policy is one that covers your cancelation.

I LLNESS OR ABSENCE

Early return expenses are the guest’s responsibility. There is no refund for absence or early departure from a guided vacation, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions. Trafalgar urges you to purchase travel insurance to cover such circumstances. Please refer also to Trafalgar’s Gold Seal Additional Protection. Trafalgar makes no representation or guarantees concerning reimbursement, scope of coverage, or other aspects of any travel insurance policy or claim.

AIR ARRANGEMENTS

RESERVATIONS/ TICKETING

Air-inclusive bookings require an additional non-refundable deposit at time of booking. Upon receipt of air deposit, your airfares, taxes and surcharges are final. This will be regardless of future price fluctuations up or down. When booking a guided vacation including flights, you will be required at the time of booking to provide us the full names as detailed on the passport, date of birth, passport number, date and place of issue and expiration date for each guest. If published airfare bookings, a $75 per person processing fee may be charged.

Some intra-ticket flights may require a deposit or full payment which may be up to 100% and non-refundable.

Changes to flight itineraries and name changes or/corrections may either be not allowed or may result in penalties charged by the airline. These are the guest's responsibility along with the fees charged as described above.

Airlines (and other travel providers including Trafalgar) change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

AIR CHANGES OR CANCELLATION

After deposit has been received changes or cancellations incur a service fee of $75 per person, reduced to $35 if air has not been issued prior to cancellation, plus any airline penalties. Airline-imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares and some other airfares booked are non-refundable.

Not showing up for your outbound flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be canceled and no refund will apply.

AIRLINE SEATING

Seats are limited in our contracted class of service and may not be available on every flight. Trafalgar does not hold block space on any airline and does not assure seat availability for every single guided vacation departure date. Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guest's expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. Trafalgar does not assure that these requests will be granted.

AIRLINE SCHEDULE CHANGES

Itinerary changes due to flight delays and schedule changes are solely under the airline’s control. Trafalgar reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations and schedule changes are the responsibility of the airline. Trafalgar will not be responsible or liable for such delays or reschedulings and extra charges.
**AIRLINE FREQUENT FLYERS**

Frequent Flyer miles can be accrued on most air carriers. Upgrades using mileage are not permitted. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by Trafalgar. It is the guest’s responsibility to request. Trafalgar shall not be responsible for matters concerning frequent flyer miles.

**AIRLINE FUEL SURCHARGES AND AIR-RELATED FEES, TAXES AND RESTRICTIONS**

Airfares will be provided at time of booking, will be based on roundtrip purchase, and will include all air-related taxes, fees and fuel surcharges imposed by the airlines. Any additional fees charged by the airlines such as baggage handling (Visit www.trotzalgar.com/hoggles), seat selections and/or any other services are the sole responsibility of the guest(s).

**CRUISE ARRANGEMENTS**

Cruise accommodations is priced on two guests sharing a double cabin. A limited number of single cabins are available at an extra cost. On hi-rise cruises and Galapagos Cruise triple rooms are not available.

**CRUISE FEES AND TAXES**

Your double room Guided Vacation and Cruise price normally includes an amount covering Cruise Fees and Taxes, and all gratuities to be added on board cruise personnel. Travel with Trafalgar Travel Agent or Online Sales Representative. Cruise Fees, or “Non-Discountable Amount” as referred to by the cruise line, i.e. a mandatory fee charged by the cruise line. That portion of the price is not subject to reduction in a promotion, nor commissio-

**CRUISE ACOMMODATIONS**

Cruise accommodations is priced on two guests sharing a double cabin. A limited number of single cabins are available at an extra cost. On hi-rise cruises and Galapagos Cruise triple rooms are not available.

**CRUISE LINE IMMIGRATION QUESTIONNAIRE**

Some cruise lines require this form mandatory forms 30 days prior to the cruise departure. These are available online from the cruise company.

**GENERAL INFORMATION AND CONDITIONS**

**GUIDED VACATION PRICES**

These are based on costs, charges, tariffs, rates, taxes, levies, excise, and other charges. All are subject to change. Please keep in mind that all fees related to the CRUISE line only once the ticket is dispatched. No refund will be made on account of reduction of any of the above. If the total guided vacation price increases by more than 10%, guests will have the option to cancel the guided vacation within 7 days of notification of the surcharge without any penalty. All prices are in US Dollars unless specified.

**OTHER FEES AND TAXES**

Taxes and fees are subject to change without notice and will be confirmed at time of booking. Any additional fees charged by the airlines’ cruise lines such as baggage handling, seat selections, and/or any other services are the sole responsibility of the guest(s). Additional air-related restrictions apply. Any additional government taxes and fees charged by the airlines’ cruise lines are the sole responsibility of the guest(s).

**MINORS**

Young travelers under 18 years of age must be accompanied by an adult, who will be responsible for their welfare and supervision. Alcoholic beverages will not be served to guests under the legal age for alcohol consumption in the country being visited. Minors under age 18 travelling to certain foreign countries must be accompanied by both parents or have a notarized letter of consent signed by the parent(s) not travelling. Trafalgar is not responsible for any failure to comply to any appropriate documentation. If the parent is deceased or the child has only one legal parent, a notarized statement must be obtained as proof. Trafalgar seeks to provide a safe, enjoyable and memorable travel experience for all guests.

**SPECIAL REQUESTS, HEALTH, REDUCED MOBILITY MEDICAL CONDITIONS/DISABILITIES AND ASSISTANCE**

When traveling, if you suffer from reduced mobility or have any other disability or medical condition which may affect your holiday arrangements, you must provide us with full details before booking so that we can advise you if we can accom-

**SHORE EXCURSIONS**

To make your vacation even more memorable, cruise lines offer an exten-

**CABIN ASSIGNMENT**

Cabin assignment is strictly controlled by the cruise lines. Please confirm the available options with your Travel Agent.

**BEHAVIOUR**

Trafalgar is here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behavior from our guests. We will refuse to deal with and may terminate the vacation of guests who assault our Trafalgar staff, suppliers or fellow guests or who are abusive or aggressive to them and are generally affecting the enjoyment of others with their behaviour.

**EXCLUDED HOTEL STAYS**

If you arranged with us to remain at a destination before or after your guided vacation, your stay will be at your sole expense as is the transfer to either the hotel or airport. Please see the ‘Extend Your Vacation’ section of our brochures for a list of pre- and post-guided vacation accommodations. Available is limited and should be confirmed with your Travel Agent. Breakfast and/or other meals will not be provided. Trafalgar does not provide complimentary transfers for guests booking pre- and post-night accommodations unless otherwise stated. However, inexpensive airport transfers can often be purchased from Trafalgar. If your extra night accommodations is not the hotel where your guided vacation begins or ends, you will be responsible for your transfer arrangements at your own expense.

**FOR YOUR CONFiRM**

Trafalgar operates a daily seat rotation system and enforce a strict no smoking (including e-cigarettes) and no alcohol policy on board motorcoaches. Regular comfort stops are made on travel days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke-free.

**GUIDED VACATION CANCELLATION**

Trafalgar reserves the right to cancel, re-schedule or make other adjustments to any guided vacation depart in any circumstances, including in accordance with operating requirements or circumstances beyond its control. If cancel-

**GUIDED TRAVELER DISCOUNT**

Young Traveler discounts may be available to travelers, where accompanied by an adult and sharing a double, triple or quad room where available. This discount is based upon availability and not applicable during the holiday. Please confirm availability with your local Travel Agent.

**HOLIDAYS AND CRUISE CHANGES**

During the journey, there are circumstances such as museums, sight-seeing trips and shopping may be available or limited. In such instances itinerary changes are made by Trafalgar seeking to reduce inconvenience to guests. This will not be a major change to the itin-

**ITINERARY VARIATIONS**

Trafalgar strives to improve guided vacation itineraries, services and features. If improvements can be made, or if circumstances beyond its control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. At certain peak periods multiple departures may operate, sometimes in reverse order; hotels may vary from those stated on your itinerary. On designated cruises includes, the ship may be changed for operational reasons. Departures in early and late season are potentially operated in cool weather conditions. As a result, itinerary variations are possible and may be described or may not be available due to seasonality or weather conditions or other circumstances beyond our control. We will try to notify you or your Travel Agent of changes. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation.

**LAND GUIDED VACATION PARTICIPATION**

If you plan to bring a device of such nature. This includes, but is not limited to devices such as, gaming consoles, video game systems, smart watches, wearable devices including e-cigarettes and no alcohol policy on board motorcoaches. Regular comfort stops are made on travel days. Many hotels, restaurants, trains, cruises and other venues are 100% smoke-free. Usually, only one Young Traveler discount is available per room, except Family Experiences which have two. The Young Traveler discount may not be applicable on certain itineraries or regions and applies to the land only portion of a trip. Some discounts cannot be combined and should be confirmed with your local Travel Agent.

**TRAFALGAR – BOOKING CONDITIONS**

Trafalgar’s Be My Guest, Connect with Locals experiences are unique and take place in singular locations. In the unlikely event that our local hosts are unable to welcome you Trafalgar guests, Trafalgar will attempt to find an alternate experience or a highlight meal will be provided in place of the Be My Guest, Connect with Locals experience.

Trafalgar shall not be responsible for matters concerning frequent flyer miles.

**TRAVERSE FEES AND TAXES**

From time to time, Trafalgar offers a comparable vacation if available or a future travel credit. Trafalgar will notify you or your Travel Agent of changes. If your enjoyment may be diminished by such limitations, please check with us or your Travel Agent before making a reservation.

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TRAFALGAR – BOOKING CONDITIONS

CHOICE OF LAW AND VENUE SELECTION
This Agreement is deemed to be entered into in Orange County, California. The exclusive venue for any action concerning the interpretation, enforcement, or breach of any term, obligation, or duty as contained or related to these Booking Conditions or any grievance relating to the trip shall be solely in the Superior Court of California in or for Orange County or the United States District Court for the Central District of California. This Agreement shall be construed according to the internal laws of California without regard to conflicts of law principles. All guest claims must be submitted in writing and received by Trafalgar no later than 60 days after completion of the Trafalgar vacation or any conditions specified within this contract, including without limitation, which is deemed to be waived and barred. In any legal action, arbitration, or other proceeding to enforce, interpret, or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys’ fees, costs and expenses.

ERROS AND OMISSIONS
In the event of any errors or omissions, we reserve the right to re-invoice guests and their Travel Agents with correct billing. Every effort is made to ensure accuracy of our brochures and website; however, Trafalgar cannot be held responsible for writing or typing errors. All bookings made with any provider of any transport, facilities, meals, or other services are on the basis that the provider is an independent contractor and is not a representative of the operator. The operator is not responsible or liable for your acts, omissions, defaults, conduct, state of health, or circumstances beyond its control.

ADDITIONAL RISKS
Additional risks may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, bus, car, truck, aircraft and other means, animals, forces of nature, unverifiable, differing levels of sanitation, differing safety standards, risks of theft, fire, flooding, drought, floods, fires, landslides, insects and animals, diseases and transmission of disease to you or members of your family or party, accident or illness in areas of difficult evacuation or poor medical facilities, acts of government, all occurring during the trip or while coming or returning from the trip. You are voluntarily participating, knowing there are risks. You agree to accept any and all risks. You release and discharge Trafalgar, its related companies and personnel from and, agree not to make any claim against them of any kind or nature, including, but not limited to, any and all claims, known or unknown arising from contracting for, traveling to or from, or traveling during, and in any and all places in which you are participating in a trip, the negligent behavior or neglect of any of these released and discharged persons and entities. This release and discharge of liability, assumption of risk and agreement not to make a claim is entered into between Trafalgar and of you and on behalf of you and all members of your family or party the terms of these booking conditions. This agreement also binds your heirs, legal representatives and assigns.

SAFETY
Where the guest occupies a motorcoach seat fitted with a safety belt, neither Trafalgar nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damage arising from or in connection with the use of, or omission, of the safety belt safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

INTERNATIONAL TREATIES
Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on board planes, trains, ships, or any other conveyances. Where the guest may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provison of transportation services and facilities, or the personal injury or death of any guest at any time or place, or any injury, loss, damage and delay to guests and luggage.

TRAFFALGAR TOURS WEST INC’S LIMITED ROLE
Trafalgar Tours West, Inc. reserves the right, without notice, only makes representative, and is not responsible for any activity beyond its limited role in arranging reservations and ticketing. Trafalgar Tours West, Inc. shall not be responsible or liable for any act, omission or default, whether negligent or otherwise, of any other entity whether or not affiliated with the Operator.

TRAVEL INSURANCE
Trafalgar recommends that all guests purchase comprehensive Travel Insur- ance. Certain countries have a requirement for foreign visitors to have valid medical insurance coverage in order to enter the country. Travel insurance policies can be obtained either through an independent insurance agent or through the Trafalgar office. Trafalgar will not be held responsible for denying entry to a guest who is unable to provide details of authorities to insurance or denial of entry for any reason.

DISCLAIMER OF LIABILITY
Neither the Operator nor its agents or affiliated entities (“released and discharged persons and entities”) will be liable for any injury, illness or death or for any loss or damage to baggage or accommodations described in the itinerary, except where they cannot be supplied. Trafalgar recommends that all guests purchase comprehensive Travel Insurance. This insurance can be obtained either through an independent insurance agent or through the Trafalgar office. Trafalgar will not be held responsible for denying entry to a guest who is unable to provide details of authorities to insurance or denial of entry for any reason.

ALL TASKS AND PERSONAL EFFECTS ARE AT YOUR OWN RISK
You are responsible for making all payments due, ensuring the traveler is in accordance with any required vaccinations or medical conditions, and for being in compliance with any and all governmental authority, and shall be liable for any such non-compliance.

RESPONSIBILITY
These bookings conditions, together with the other terms incorporated into this contract referred to below, represent the entire agreement between the parties.

CHANGES
The Operator shall be responsible for the guest for supplying the services and accommodations described in the itinerary, except where they cannot be supplied. Trafalgar will not be held responsible for denying entry to a guest who is unable to provide details of authorities to insurance or denial of entry for any reason. Trafalgar reserves the right to cancel any departure due to insufficient reservations up to 8 weeks before the date of departure. Passengers may be offered alternative cruise dates. The cruise operator also reserves the right to cancel any departure up to the date of that departure due to force majeure or other circumstances beyond the control of the operator that prevents the operation of the tour including governmental and administrative decisions. Neither the cruise operator nor its agents are responsible for any costs or penalties relating to air transport or other services that are canceled. The cruise operator is not liable for failure to provide the services or accommodations offered to the extent that such services of accommodations cannot be provided due to force majeure or other circumstances beyond its control.

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DISCLAIMER OF WARRANTIES
including any act, error, omission, default, or negligence of any country, govern- nor servants of the Operator or its associated companies. All certificates and other travel documents for services issued by the Operator are subject to the Carrier’s Conditions of Carriage which are expressly incorporated into this contract. Trafalgar is not responsible or liable for the acts, errors, defaults or negligence of any country, governmental authority, and shall be liable for any such non-compliance.

OTHER CONDITIONS
Each guest is required to comply with the terms, conditions, requirements, laws and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such non-compliance.

COMPLAINT PROCEDURE AND CONSUMER PROTECTION
If you have a problem during your vacation please inform Trafalgar’s Travel Director and/or General Representative immediately, who will try to work out a solution to the problem. This solution may include providing information on health services, local authorities and consular assistance as well as arranging communica- tion with other travel orientated travel arrangements. We may charge you for these services where you have caused the problem intentionally or by your own negligence. If the matter was not resolved locally, please write to Trafalgar’s Travel Director and/or General Representative. This complaint procedure must be received by Trafalgar no later than 60 days of the end of your vacation, as it is important that you provide us the information quickly. Please quote your booking reference number and the TCRF claim form. Failure to follow this procedure may result in your delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract. Accordingly, any claim not received in writing within this time is waived and barred.
ADDITIONAL OPTIONAL EXPERIENCES
With Trafalgar, you will enjoy many famous highlights as included features on your guided vacation, at no extra cost. An exciting array of additional optional experiences and activities may be made available to further enhance your experience. These experiences and activities are optional, and are offered at special preferential prices. They can be booked only after you start your guided vacation, as many of them are carefully programmed to coincide with highlights available at the time of your visit. A detailed list and cost of these will be included in your travel documentation as well as available on the Trafalgar website once they have been confirmed for your itinerary. You can book and pay for them through your Travel Director, by cash or credit card. Optional experiences and activities may vary due to seasonal conditions and often require minimum guest participation. Prices are subject to change without notice. Please also see the relevant section of “Guided Vacation Participation” regarding limitation (exclusion) of our liability for optional experiences and activities operated by independent third party suppliers.

UNITED STATES TOUR OPERATOR ASSOCIATION
$1 Million Travelers Assistance Program
Trafalgar Tours Ltd shares the coverage available under the USTOA $1 Million Travelers Assistance Program with affiliates of The Travel Corporation who, as an Active Member of the USTOA is required to post $1 Million with USTOA to be used to reimburse, according to the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Trafalgar Tours Ltd customers in the unlikely event of The Travel Corporation bankruptcy, insolvency or cessation of business. Further, you should understand that the $1 Million posted by The Travel Corporation may be sufficient to provide only a partial recovery of the advance payments received by Trafalgar Tours Limited. Complete details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com or by visiting their website at ustoa.com

SALES COMPANY
TRAFALGAR TOURS WEST INC,
5551 Katella Avenue, Cypress, California 90630

OPERATORS
TRAFALGAR TOURS LIMITED,
Travel House, Rue du Manoir, St Peter Port, Guernsey, GY1 2JH

DESTINATION AMERICA INC,
5551 Katella Avenue, Cypress, California 90630

AAT KINGS TOURS (PTY) LIMITED,
82 – 86 Bourke Road, Alexandria NSW 2015, Australia

TRAVEL CORPORATION NZ LIMITED,
131 New North Road, Eden Terrace, Auckland, New Zealand

THE TRAFALGAR GROUP OF COMPANIES
The Trafalgar group of companies has Marketing/Sales/Administrative offices/agents in:

Australia, Brazil, Brunei, Canada, China, Guernsey, Hong Kong, India, Indonesia, Israel, Ireland, Japan, Malaysia, Myanmar, New Zealand, Philippines, Singapore, South Africa, South Korea, Sri Lanka, Switzerland, Taiwan, Thailand, United Kingdom and the USA.

Major Credit Cards Accepted.

Proud member of: USTOA, ASTA, IATA.