

TERMS & CONDITIONS

Your contract with Sunseekers Tours (hereafter referred to as the Company) is subject to the terms and conditions below.

1.) TOUR PRICE

Includes:

Hotel accommodations and surcharges
Local ground transportation
Airport transfers upon arrival and exit except Land Only
Sightseeing and entrance fees per itinerary
Cultural shows and admission charges as specified
Daily meals as specified
English-speaking guides throughout tour
Baggage handling

Excludes:

Visa fees
All Airfares and Airfare taxes
Gratuities to local guides, drivers and tour leader wherever applicable
Expenses of a personal nature, such as laundry service
Any item or service not specifically listed in the itinerary as included

2.) RESERVATION, DEPOSIT & FORM OF PAYMENT

Deposit and completed reservation form should arrive at least 70 days in advance. The deposit is [the amount specified for each tour in Dollars or Euros] per person and can only be paid by cash or Wire transfer.

3.) FINAL PAYMENT

Final payment must be received by the Company 28 days prior to departure date. Failure to comply with this requirement will result in automatic cancellation of reservation and forfeiture of deposit. In the event that reservation is made within 28 days of departure, full payment must be made immediately upon confirmation. The Company accepts cash, money order, or bank wire transfer. At the Company's discretion final payment by a major credit card may be accepted subject to a 3% surcharge. Credit card payment must be accompanied by a completed authorization form and by paying with a credit card the client agrees that any refund claims and/or discrepancies on non-delivered services will be sent to the Company and that the client waives and relinquishes any and all rights to charge back items against the credit card.

4.) CANCELLATION & REFUND

Once reservation is confirmed, deposit paid is 100% non-refundable. A full refund less deposit per person will be issued for any cancellation 70 days before departure. All cancellation requests must be made in writing. Penalty for cancellations within 70 days of departure will be assessed as follows:

69-42 days..... 25% of the tour cost
41-28 days..... 50% of the tour cost
27 days or less..... 100% of the tour cost

If the Company cancels a tour due to insufficient booking or circumstances beyond its control, the Company will refund all money paid and the full refund shall constitute final settlement for the client. The Company shall not be held responsible for any expenses that may have incurred as a result of the client's booking.

5.) CURRENCY FLUCTUATION & UNEXPECTED COST INCREASE

All prices are based on foreign exchange rates at the time of publication. Prices may change in the event of increased land or air costs that are beyond the Company's control. The Company reserves the right to alter the price of any tour at any time. To minimize the inconvenience to the client, the Company strives to notify the client of such cost increases 70 days prior to departure if not sooner.

6.) UNUSED SERVICES

Regardless of the reason, unused services during the tour including transportation, hotel accommodation, meals and sightseeing are neither refundable nor exchangeable.

7.) DATE CHANGE AND TRANSFER OF BOOKING

Change of departure date after confirmation is not permitted. Transfer of booking to another person may be accepted, subject to an administration fee of \$100 per person, and the client is responsible for any changes in their arrangements for air transport.

8.) TRAVEL DOCUMENTS

It is the client's own responsibility to obtain passport and travel visa. The client is responsible for providing the Company with correct, complete and accurate information regarding personal details. Failure to comply with this requirement may lead to unnecessary financial loss or the client's dismissal from the tour.

9.) HEALTH & FITNESS REQUIREMENTS

The Company is unable to accommodate participants with physical or mental disability who require special attention. Some of our tours involve frequent and strenuous walking and stair climbing. A high level of fitness is required of all clients for those types of tours. A client who is deemed unreasonably impeding the progress of the tour due to physical disability will be removed from the tour at the client's expense. Clients may elect to not participate in certain activities during the tour if they believe it may be uncomfortable.

10.) MINIMUM AGE & CHILD FARE

Minimum age acceptable for our tours is 8 except when accompanied by a parent or guardian. Children between 8 and 11 may qualify for discount on airfares and hotel accommodations. Children over 11 will be charged full adult rates.

11.) INSURANCE

The Company strongly recommends that all travellers purchase trip cancellation & interruption, hospital and medical, and baggage insurance to protect their travel plans.

12.) BAGGAGE

During the tour each client is limited to two pieces of checked luggage, which must weigh no more than 23kg (50 lbs) each. One carry-on weighing no more than 5kg is allowed. This Allowed Weight may vary from Airline to Airline. Please crosscheck with your own Air Carrier for their policy on Baggage allowed.

13.) RESPONSIBLE BEHAVIOUR

The client agrees to abide by the authority of the tour leader or our local agents. Conduct or behaviour causing danger, distress or annoyance to the group will be acted on. Any expenses incurred as a result of the client's removal will be the client's responsibility.

14) LAND ONLY CLIENTS

Land Only clients are advised to not pay for their international flights and apply for travel visa until the tour has been confirmed as guaranteed. Such notification is normally provided 70 days before departure date. Failure to follow this advice may result in irrecoverable financial losses, for which the Company is not responsible.

15.) RESPONSIBILITIES OF THE COMPANY

The Company acts only as agent for its suppliers and contractors providing transportation, accommodation and other related travel services. The Company assumes no responsibility or liability for any injury, death, damage, loss, accident with any services resulting directly or indirectly from acts of God, strikes, government regulations, thefts, failure of any means, discrepancies or changes over which it has no control. The Company applies all reasonable checks and measures in utmost good faith to ensure that details in the itinerary are carried out exactly as specified. However, changes, including, but not limited to, substitution of hotels of equal or similar quality may be made out of necessity.

Clients must be aware that there may be different living standards and practices outside of their home country including but not limited to provision of utilities such as water, electricity, accommodation, food preparations and services of all kinds. Under no circumstances shall the Company be responsible for any inconvenience, loss, damage or injury resulting from these conditions. The tour contract is issued separately as a Land Only agreement and is not part of the contract between the client and their air carrier. The air ticket by the air carrier shall constitute the sole contract between the airline and the passenger; the Company shall not be responsible for any delays, substitutions of equipment or any act of omission whatsoever by the air carrier, its agent, servants and employees.

16.) RIGHTS OF THE COMPANY

The Company reserves the right to decline, accept or retain any person as a tour member at any time. The Company reserves the right to take photographs during the operation of any tour or part thereof, and to use the resulting photographs for promotional purposes. By booking with the Company, the client agrees to allow their image to be used in such photographs; clients who prefer that their image not be used are asked to identify themselves on the reservation form.

17.) COMPLAINT & CLAIM AGAINST THE COMPANY

Any complaint must be brought to the attention of the tour leader or local guide immediately while on the tour. Any claim against the Company must be filed in writing and be received by the Company within 30 days upon completion of the tour.

Reservation with the Company confirms that the client has read, understood and agreed to each and all of the above terms and conditions.