



Booking Terms and Conditions for The Luxury Holiday Company, Inc.

Your agreement with The Luxury Holiday Company, Inc.

The purchase of your travel booking, including paying a deposit, constitutes a contractual agreement between the traveler(s), client(s), and/or purchaser(s) (collectively as "You" and "Traveler"), and The Luxury Holiday Company, Inc. ("The Luxury Holiday Company", "We", "Us") pursuant to the following terms and conditions ("Terms and Conditions", "Agreement"):

In the event of a travel booking for more than one (1) person, you as the party leader accepts these Terms and Conditions on behalf of all members of the party and confirms that he/she is so authorized to do so by all other members of the party.

Your Deposit

We charge a non-refundable deposit which is a part-payment for your Vacation and acts as a Vacation planning fee that covers The Luxury Holiday Company's committed costs. This Agreement will become effective once the following steps have been fulfilled: a) you have paid a deposit of 25% of the total cost of your travel arrangements, plus full or part-payment of certain elements of your Vacation which may be required at the time of booking or at some point between booking and balance due date ("Advance Payments"), b) you have indicated your acceptance of this Agreement, and c) The Luxury Holiday Company's booking receipt (or confirmation invoice) has been sent to you. When you make a booking, you guarantee that you have the authority to accept on behalf of all members of your party the terms of this agreement

In some instances, as agreed upon with your travel specialist, a higher deposit will be needed to book the travel arrangements (the "Vacation"). This is also non-refundable. You must check The Luxury Holiday Company's confirmation carefully and raise any questions with The Luxury Holiday Company immediately upon receipt.

Your Payment

Full payment must be made to The Luxury Holiday Company at least 90 days prior to departure. If you book less than 3 calendar months prior to departure, you must pay the full price of the travel arrangements when you book. Payment may be made by wire transfer or by MasterCard, Visa or American Express credit card. Please note your travel arrangements may be cancelled if you fail to make payment on time and if it is, cancellation charges as set out below will be payable by you.

Your Vacation Protection

For your protection, we strongly recommend that you purchase Vacation cancellation and travel accident insurance. No representation or description of the insurance made by The Luxury Holiday Company to you constitutes a binding assurance or promise about the insurance. The Luxury Holiday Company is not an insurance company and has no responsibility for the submission, payment or adjustment of any insurance claims. Any insurance claims that may fall under the relevant travel insurance policy must be submitted to the insurance company identified in the policy. The responsibility lies with you to ensure that you carry the correct comprehensive travel and medical insurance to cover yourself, as well as any dependents and traveling companions for the duration of your tour. You will be charged directly by the relevant service providers for any emergency services you may require and may be unable to access such services should you not be carrying the relevant insurance coverage.



If you change your Vacation

If you wish to alter the Vacation after we have sent you our confirmation invoice and you have paid the deposit, we will do our best to arrange this. You must write or email us with details of the alteration requested. Any alterations will be subject to availability plus agreement by relevant supplier(s). There will be an administration charge of US\$50 per person for any change. You will also be required to pay any additional costs arising from the alteration, including any required by any third-party travel service provider. In many cases a name change will require cancellation and re-booking of flights and hotels and a significant additional charge. You should be aware that these costs may increase the closer to departure the changes are made. If you wish to make a change to your arrangements while on the Vacation this is your sole responsibility, and any additional cost must be paid by you. It is not possible to make refunds for any services or accommodation booked but not used. Notice of any alterations must be given to The Luxury Holiday Company in writing by email and sent with payment for the appropriate charges.

If you cancel your Vacation

Should you wish to cancel your Vacation, you must notify The Luxury Holiday Company in writing. The following cancellation charges will apply from the date on which written notification is received by The Luxury Holiday Company to compensate The Luxury Holiday Company for its estimated losses and expenses. Please note different cancellation charges apply in relation to certain travel arrangements – please see your confirmation invoice for details.

91+ days before departure: 25% plus any Advance Payments
61-90 days before departure: 50% plus any Advance Payments
31-60 days before departure: 75% plus any Advance Payments
0-30 days before departure: 100%

If you have not paid the full amount, you must pay the cancellation charges within 7 days of notification of the cancellation. The figures are expressed as percentages of the total Vacation price. Your decision not to participate in the Vacation due to State Department warnings or advisories, fear of travel, or similar reasons, will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Vacation on the start date, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Vacation, but you may join the Vacation late if you wish and the travel provider allows this.

If you have a complaint

If you have cause for complaint while on the Vacation, this must be brought to the attention of the hotel management or other travel supplier immediately so that action can be taken to remedy the problem. Should the hotel management or travel supplier be unable to resolve the problem, please contact The Luxury Holiday Company immediately. If the problem is still unresolved, you must notify The Luxury Holiday Company USA, Inc. in writing about the details of the complaint within 28 days after the end of the Vacation.

Our prices

At the time we provide you with a quote, prices displayed are inclusive of all government and supplier taxes and/or fees for your booking and the total price will include any service fees charged (as more particularly described below). However, in some instances prices are subject to increase prior to the



time you make full payment. Prices are not subject to increase after you make full payment, except for charges resulting from increases in government-imposed taxes or fees. U.S. or international government-imposed taxes and fees may apply on arrivals and departures depending on the itinerary chosen and are payable to the appropriate airport authority. By agreeing to these Terms, you expressly acknowledge your acceptance of these conditions (i.e., increases before full payment and increases attributable to government-imposed taxes or fees after full payment will be your responsibility) applicable to your purchase. Additional taxes and surcharges that cannot be pre-collected may be charged locally by car rental agencies, hotels or other suppliers. Most properties and vehicle rental/leasing companies require a credit card imprint at check-in.

If we postpone your Vacation

We reserve the right to postpone the Vacation to a later date for reasons beyond our control such as government orders, pandemics, or any event such as those named in the Responsibility section below. You may decline to participate in the postponed Vacation, in which case we will provide you with a credit, toward any future Vacation of similar value and complexity arranged by us during the two-year period after the originally planned departure date of the Vacation, in the amount that you paid for the Vacation, less any portion of your payment that our suppliers have not refunded to us. The postponed Vacation will be subject to the original Terms & Conditions of your booking. Under no circumstances will we provide a refund. The postponed Vacation will be subject to the terms and conditions of this Agreement. Except as set forth in this paragraph, we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever.

AIRLINE REFUNDS: You acknowledge that pursuant to the U.S. Department of Transportation Final Rule on Refunds and Other Consumer Protections, from October 28, 2024 (or such date as advised by the USA Department of Transport) ("Final Rule"), you are entitled to a ticket refund for airline-initiated cancellation or significant change of flight itinerary ("Significant Change"). A Significant Change is defined as including, (a) changes in departure or arrival times of at least 3 hours (domestic flights) or 6 hours (international flights) earlier or later than originally scheduled; (b) changes to scheduled departure or arrival airports; (c) increases in the number of connection points on a flights; (d) downgrades to class of services; or (e) certain changes adversely impacting passengers with disabilities. If a Significant Change occurs on your airline booking, you are entitled to a refund on your airline booking ("Applicable Refund"). The Applicable Refund must include all government-imposed taxes but does not include a refund of any fees charged by The Luxury Holiday Company. The Applicable Refund must be provided within 7 business days for credit card payments or 20 calendar days for other forms of payment. An Applicable Refund is due by an airline directly in circumstances where you have paid the airline directly for your booking. In circumstances where The Luxury Holiday Company is the merchant of record for your airline booking, the Applicable Refund is only due to you once the airline confirms to us your eligibility for the Applicable Refund. You acknowledge that in these circumstances, and pursuant to the Final Rule, we are unable to provide you with the Applicable Refund until we receive confirmation from the airline in writing of your eligibility.

Responsibility

We act only in the capacity of agent for the suppliers of the travel services named in your confirmation or itinerary or otherwise providing services or goods in connection with the Vacation (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 assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, overbooking, default, strikes, 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 Vacation. You assume full and complete responsibility for all risks of travel and for complying with all laws of the country in the itinerary.



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 matter beyond our exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Vacation, acts of God, pandemics, 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 related to such dangers, we recommend going to the State Department travel website at travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country.

Our Suppliers such as airlines, yacht owners and villa owners have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other Supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant Supplier.

Certain providers or operators of certain activities will ask you to sign an indemnity waiver form. Broadly speaking, these explain the risks to you and indemnify them against claims made by you. If you are not willing to comply they will in certain circumstances not allow you to stay or take part in the activity.

Behavior

Most people go on vacation for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behavior is causing danger, damage to property, embarrassment, harassment or is persistently affecting the enjoyment of others, we reserve the right to terminate your Vacation. Should this happen, no refund or compensation would be paid. Should you decide not to participate in certain parts of the Vacation or use certain goods included in the Vacation, no refunds will be made for those unused parts of the Vacation or goods. 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.

Data Protection

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information to our Suppliers (who may be located outside the USA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines.

We may use your information for the purposes set out in our data protection policy. We may disclose the same to companies who act as data processors on our behalf. Some information, for example, relating to your religion or health, may be 'sensitive personal data'. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness while on the Vacation, we may need to make special arrangements for you and ensure that you do not return with the group.



From time to time, we may contact you by mail or email with information about special offers or Vacations. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to the CCPA Representative, The Luxury Holiday Company USA, Inc.

General health and safety

When you make a booking with us, you acknowledge that there is an element of risk in any adventure, sport or activity outdoors. These risks include the risk of injury or illness in remote places without medical facilities, the ever-present risk posed by the forces of nature, including wild animals and the risk of accidents during travel. You must be fit enough to undertake the Vacation and you must exercise reasonable care for your own safety and the safety of other members of your party.

Travel to developing countries

When you make a booking with us, you acknowledge that there is an element of risk in any adventure, sport or activity outdoors. These risks include the risk of injury or illness in remote places without medical facilities, the ever-present risk posed by the forces of nature, including wild animals and the risk of accidents during travel. You must be fit enough to undertake the Vacation and you must exercise reasonable care for your own safety and the safety of other members of your party.

Standards of catering and levels of hygiene in kitchens in wildlife camps are in general very high. Bottled water is always available, and salads and ice do not, in most cases, need to be shielded away from. Customer service is generally excellent, and accommodation is at the very least clean and comfortable (in many cases it is positively luxurious). However, developing countries are not subjected to the same 'health and safety' regulations that exist in the USA. In many areas of hotels and camps, and during activities, rules are more relaxed than they would be in the USA. In most cases this leads to a richer experience, but we feel that certain things are worth pointing out to give you an idea of what to expect:

- Pools are unlikely to be fenced off or to have depth markings.
- Steps around camps often do not have handrails and may be uneven.
- Camp paths are sometimes uneven or slippery and may be unlit at night.
- In very few places outside South Africa are camps fenced from larger animals and in all cases, it is almost impossible to keep out smaller animals, insects and reptiles (this does not mean they will share your tent with you or even come particularly close to you).
- Game viewing vehicles will not have seatbelts.
- Drivers may drive faster than you feel comfortable; you may request that they reduce speed.
- Life jackets will be available, but not necessarily in the boat you are about to go out in. Please ask for them.
- You are likely to be in a remote inaccessible place without the levels of communication you may be used to (your cell phone won't work and for most people this is a pleasure). Communication with the outside world may be by satellite phone or radio and these will not normally be available for the use of guests.

Passports, visas and other travel requirements

All individuals departing from the United States of America must be in possession of a valid passport. Please check that your passport is valid for at least 6 months beyond your intended travel time and have at least two completely blank passport pages. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. See travel.state.gov/. You are



responsible for confirming with the United States Department of State or the representative government agency of the country to which you are traveling to confirm the requirements for visas and/or other requirements for admission to your destination. Any fines, penalties, payments, or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. If one parent or guardian plans to bring a minor child without the other parent or parents, some nations have very strict documentation requirements. Birth certificates may be required for children under 18. Some nations require proof of immunizations for all travelers. See the Centers for Disease Control (CDC) website at [cdc.gov/travel/notices](https://www.cdc.gov/travel/notices) for further information and guidance.

In the event of an active US Department of State Travel Advisory of Level 3 against travel to a specific location on your itinerary, we will ask you to acknowledge the associated travel risks by signing a waiver if The Luxury Holiday Company is able to operate the itinerary. In the event of an active US Department of State Travel Advisory of Level 4 against travel, The Luxury Holiday Company will attempt to make changes to or reroute your trip to avoid that specific locale. In all cases, regardless of a US State Department Advisory or a CDC warning, the traveler assumes all risk of personal injury, death, loss, inconvenience or delay, quarantine costs, hospital or medical costs, or other expenses that may arise from the Vacation.

If you plan to use your state-issued ID or license to fly within the U.S., it is your responsibility to make sure it is REAL ID compliant. If you are not sure if your ID complies, please check with your local state department of motor vehicles or visit [tsa.gov/real-id](https://www.tsa.gov/real-id).

Baggage

Additional fees for baggage may apply as determined by the airlines. Please contact your airline or refer to its website for detailed information regarding its checked baggage policies. It is your responsibility to check all carriage requirements for all carriers including light aircraft. Where charter flights are operated by light aircraft, for safety and because space is restricted, baggage allowance is usually restricted. This is typically between 26-44 lbs per person in a soft bag. Your specific weight allowance will be advised during the booking process.

The weight allowance on light aircraft includes camera equipment and carry-on baggage. Should you arrive with excess baggage without prior warning, your baggage could be delayed, as the charter operators may then have to fly the baggage into camp at a later time at considerable extra cost to you. However, should you know in advance that your baggage will exceed the limit, we may be able to make an arrangement to book an extra seat for the bags on the aircraft, at an additional cost.

Release of liability and assumption of risk

Please be aware that during your participation in a The Luxury Holiday Company Vacation, certain risks and dangers may arise including, but not limited to, the hazards of traveling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, wild animals, war or military action, equipment failure, political unrest, accident or illness in remote regions without means of rapid evacuation or medical facilities, extortion, kidnapping, terrorism, Vacation activities that may involve increased risks such as gorilla trekking or walking safaris, dangers and risks inherent in activities in underdeveloped countries, and dangers of local law enforcement activity.

Also be aware and clearly understand that The Luxury Holiday Company and its suppliers will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. You are voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept any risks. AS LAWFUL CONSIDERATION for the agreement with The Luxury Holiday Company to participate in such Vacations and activities you hereby agree that you will not



make a claim against The Luxury Holiday Company, or its agents or employees, or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of your participation in a Vacation. You therefore release The Luxury Holiday Company and its agents and employees from any and all claims, known or unknown, arising from your participation in a Vacation. You expressly waive any claim for consequential, special or incidental damages arising out of your activities in connection with the transactions contemplated by this Agreement.

This release of Liability and Assumption of Risk agreement is entered into on behalf of all members of your family including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

Acknowledgment and waiver

You acknowledge there is a risk that after the execution of this Agreement you will suffer a loss, damage or injury which may be connected in some way with a matter referred to in this Agreement but which is unknown, unsuspected or unanticipated at the time you execute this Agreement. Furthermore, you represent and acknowledge that you do not and have not relied upon any representations or statements made by The Luxury Holiday Company and/or its agents, employees, or representatives with regard to the subject matter, basis, or effect of this Agreement, or otherwise, other than those specifically stated in this Agreement. You expressly acknowledge that you have had ample time and opportunity to consider all of the facts and issues relating to the subject matter of this Agreement, and recognize there are certain matters which are uncertain and subject to risk beyond the control of The Luxury Holiday Company which may not be known, if at all, until sometime after the execution of this Agreement.

NOTWITHSTANDING THESE UNCERTAINTIES, IT IS THE INTENT OF YOU TO FULLY RELEASE ALL CLAIMS WHICH NOW EXIST, MAY EXIST OR HAVE EXISTED AND ASSUME THIS RISK AND ACKNOWLEDGE THE RELEASE CONTAINED IN THIS APPLIES TO ALL KNOWN AND UNKNOWN, ANTICIPATED OR UNANTICIPATED RESULTS OF THIS AGREEMENT.

Accordingly, you waive any right or benefit available under 1542 of the Civil Code of California, and any similar law or provision, which provides:

'A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the release, which if known by him or her must have materially affected his settlement with debtor.'

In the event any judgment is awarded against The Luxury Holiday Company or any payment is made in settlement of any claim, you agree The Luxury Holiday Company insurers shall be fully subrogated to all amounts recoverable against third parties.

Credit Card Merchant

We are the merchant on your credit card transaction. Please bear in mind that our services consist of facilitating the sale and paying the Suppliers. If a Supplier does not provide the service or ceases operations, your recourse is against the Supplier, not us. You agree not to initiate a chargeback against us or a refund request that is not authorized by this agreement and to pay any and all legal fees incurred by us in disputing any such claim for refund.

Governing law and consent to exclusive jurisdiction

This Agreement shall be governed by Florida law without regard to conflict of laws principles. Any litigation involving this contract, any of our brochures or your Vacation can be brought only in



accordance with this paragraph. The parties hereto agree that all actions or proceedings arising in connection with this Vacation contemplated by this Agreement shall be litigated exclusively in the State of Florida and in no other jurisdiction. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation or dispute resolution between the parties with respect to or arising out of this document in any jurisdiction other than that specified in this paragraph.

Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that state and federal courts located in the State of Florida (i) shall have in personam jurisdiction and venue over each of them for the purpose of enforcing the provisions of this document; and (ii) no other venue or court shall have jurisdiction over the resolution of disputes concerning or arising out of this document.

Miscellaneous

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Email transmission of any signed document shall be deemed delivery of an original. At our request, you shall promptly provide an original document as well. 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.

Travelers needing special assistance

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. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

Medical proxy

If you are unable to authorize your own medical attention and treatment, you authorize The Luxury Holiday Company USA, Inc. or our Suppliers to authorize medical attention and treatment on your behalf. You agree to hold harmless and release us from any liability for medical attention authorized by us or the Suppliers on your behalf. We assume no liability regarding provision of medical care or evacuation services. We and our Suppliers who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a good Samaritan.

Trust account and bond

California law requires certain sellers of travel to have a trust account or bond. The Luxury Holiday Company USA, Inc. has a trust account for all clients including California residents.