

### **BOOKING AGREEMENT**

# **Applicability**

Aegean Adventures and CycleGreece are divisions ("d/b/a") of Aegean Adventures, Inc., a United States corporation registered in the State of New York, heretofore referred to collectively as the "Company."

This Booking Agreement must be agreed to as a condition for booking a Company tour. Agreeing to this document means that you, the Client, have read it and fully understand its contents. A Client who books a tour on behalf of other travelers fully binds this Booking Agreement on all travelers in the Client's party.

## **Payment Options**

Clients may pay by credit card or wire transfer. Payments made by credit card or wired to our Alpha Bank account in Greece are charged in euros.

<u>Credit cards</u> You may pay online on our website with a credit card or we can take your credit card information by telephone and charge your card on our merchants account with Alpha Bank of Greece. Credit card payments are processed through the secured site <a href="https://www.AegeaBooking.com">www.AegeaBooking.com</a>. Credit card payments are made in euros. Accepted credit cards are Visa, American Express and Mastercard. Your credit card company may charge you a foreign transaction fee. Occasionally, the credit card companies put a hold on foreign transactions on high amounts of fund transfers. If you receive an error message when booking online or if we are unable to process your credit card through our merchant's account, you must notify the security department of your credit card to lift the "fraud alert" (at least temporarily) and then your card will be readily processed.

<u>Bank wire</u> If you opt to wire payment from your bank to our Alpha Bank in Greece, contact us for our banking information, including account number, IBAN and Swift Code. Payments made to our Greece bank account are in euros.

#### **Prices**

Tour prices are based on the euro which is the local currency of Greece. Any prices quoted by the Company in U.S. dollars are an approximation only. The dollar cost of the tour is whatever the exchange rate is to the

euro on the date you make a payment. Go here for daily exchange rates <a href="https://www.xe.com">www.xe.com</a>

## **Deposits**

An initial deposit of 400 euros per person is required to book a tour 90 days prior to the tour's departure date. Full payment is required if booking within the 90 day period. A 30% deposit is required for groups of eight or more. The balance of the tour cost is due 90 days prior to departure. Tours may be booked up to a year in advance.

# **Last Minute Bookings**

Bookings made within 90 days up to the starting date of the tour may incur a discretionary 200 euro handling fee in addition to any possible increases in service prices (such as hotels). For last minute bookings the Company cannot guarantee the same hotels or services listed, advertised or usually patronized.

## **Tour Changes by Client**

The Client may choose another itinerary or trip date so long as there is hotel availability in an alternate itinerary or revised dates.

Itinerary or date changes made less than 60 days before the starting date of the initial tour incur a discretionary 200 euros handling fee, except changes made within 10 days of the trip's starting date will incur a required 250 euros handling fee.

If Client transfers his/her booking to another party, a 100 euros handling fee is charged if more than 60 days prior to tour's starting date and 200 euros handling fee if less than 60 days before the tour's start date. The Client's payments will be transferred as a credit to the transferee, less applicable handling fees, rather than returned to the Client. The transferee is liable for any outstanding balance. Transferee becomes the Client and must sign this Agreement to ensure the trip transfer.

## **Tour Changes by Company**

The Company will make all reasonable efforts to ensure that Client's tour proceeds as planned and represented. However, the Company reserves the right to make changes in the schedule or itinerary of a tour without incurring any refund obligations as a result of unexpected occurrences. Changes in tour services, including but not limited to hotels, itineraries, bicycle/hiking/sailing routes, third party sponsored events, modes of transport, or end destinations, may be altered at the Company's discretion, and this is particularly so when said changes are due to the weather, Acts of God, labor strikes or other external forces outside the Company's control that may affect the tour's schedule. The Client acknowledges that foreign travel and/or adventure travel requires a degree of flexibility and that unexpected changes may arise due to local

circumstances. In the event external forces altar a tour the Company will make every possible effort to find alternate ways to maintain the itinerary, but any additional costs incurred by such arrangements will be the responsibility of the Client. The Company urges Clients to procure travel insurance to cover such unforeseen events.

# **Tour Cancellation by Client**

If you cancel a tour, cancellation must be in writing either to our U.S. fax 646-478-9102 or any one of the following email address <a href="mailto:info@AegeanAdventures.com">info@AegeanAdventures.com</a> or <a href="mailto:info@cyclegreece.gr">info@cyclegreece.gr</a>. Upon the Company's receipt of your cancellation notice, we will fax or email you an acknowledgement within 48 hours of said cancellation notice. The date of the cancellation notice is the date said notice is received by the Company.

Unless otherwise stated in writing, the Company refund policies are as follows:

From booking date to 90 days prior to starting date of tour: 80% refund of the deposit.

Between 90 days and 60 days prior to starting date of tour: 50% refund of total amount of tour.

Between 60 days and starting date of tour: no refund

Cancellations of activities by Company or third parties (e.g. guided archaeology tour, cooking class, etc.) encompassed within the final itinerary price are non-refundable. Cancellations of services (e.g. hotels, private driver, private guide, ferry tickets, airline tickets) 90 days or more prior to tour start date entitles the Client to receive 80% refund of the amount paid per cancellation; if cancelled 60-90 days prior to tour start date, a refund of 50% of amount paid per cancellation; and if cancelled less than 60 days before start date, no refund shall apply.

No refund for voluntarily leave of a tour at any time after the first day.

In the event of involuntary leave of a scheduled tour upon demand by the Company for inappropriate behavior, it is in our discretion to refund or not, and in what amount.

Any omission or refusal of services paid for by the Client as part of the tour and not patronized by the Client does not qualify the Client for any refund.

# **Tour Cancellation by The Company**

The Company reserves the right to cancel at any time, including a confirmed tour.

The Company confirms a scheduled tour once it has the minimum number of fully paid travelers necessary for each tour which is 10 clients. The Company confirms self-guided tours and customized tours once full payment is made.

At a scheduled tour's cut-off point, 90 days prior to departure, if the tour has less than the minimum ten participants to maintain the listed tour price, participants have four options. 1) Pay an increased price to be determined at that time based on the number of booked participants and proceed with the tour as scheduled, or 2) proceed with the tour on a self-guided basis at an adjusted price with adjusted itinerary, or 3) transfer to another tour that is running that season or within a year, or 4) receive a full refund.

In the event The Company cancels all or part of a tour, scheduled or otherwise, due to weather, Acts of God, labor strikes or any events which make it impossible or infeasible of the Company to continue any or all of its obligations within the tour, Client has the choice of joining another Company tour or going self-guided (adjustments made in cost). The Company is not responsible for expenses incurred by participants in preparation for a trip such as nonrefundable air tickets, equipment, etc. The Company urges Clients to procure travel insurance to cover such unforeseen events (e.g., "cancel for any reason" insurance).

### **Scheduled Tours**

If the Client cannot or opts not to proceed with the scheduled tour's agenda for any reason, including reasons of health, the tour shall proceed without the Client's participation. The Client may join the tour at any later point of the itinerary by using its own resources to re-join the tour. Such circumstances shall not constitute grounds for a refund. The Company urges Clients to procure travel insurance to cover such unforeseen events.

### **Self-Guided Tours**

It is the Client's duty to maintain the self-guided itinerary as organized by the Company for the Client. If Client opts to change accommodations or make any changes to third party activities or services already organized and paid for by Company on behalf of the Client, such changes by Client shall not constitute grounds for a refund. If the Client cannot or opts not to proceed with the tour itinerary for any reason, including reasons of health, such circumstances shall not constitute grounds for a refund. The Company urges Clients to procure travel insurance to cover such unforeseen events.

## **Family Tours**

On family tours the parents or guardians are solely responsible at all times for the safety and behavior of their children under 18 years old.

Medical insurance is mandatory for children under 18 years old and such policy must be operable in Greece.

# **Client's Acknowledgments**

The Client accepts and understands that he or she must obey all laws of the territory visited, and the Company will not assume liability for Client's unlawful conduct.

If the Client hires a private driver, guide or any other Company agent, Client shall not ask or expect such agent to engage in any unlawful activities during the course of the tour (e.g., such as speeding in traffic).

The Client understands that a host of third parties, such as hotels, ferry boats, restaurants, coaches, event organizers, etc, play a role in making each tour happen, and that the Company cannot be held accountable or liable for third parties conduct. Although the Company represents that it contracts with reliable, professional and responsible third parties, in the event such third parties cause injury, damage, loss, delay or irregularity, the Company cannot accept responsibility or liability for third party actions.

The Company is not responsible for any damages that may occur in the normal course of a tour, or loss or theft for Clients who bring their own bicycles.

If Client uses the Company's equipment (e.g., bikes, sea kayaks, etc.) in an abusive, irresponsible or negligent manner, Client is responsible for any damages to or theft of same.

If Client is booking on behalf of other travelers, this Agreement is fully binding on all travelers in Client's party and it is the booker's obligation to advise fellow travelers the contents of the Booking Agreement.

During a scheduled tour, the Client agrees to conduct him or herself in a responsible, appropriate and lawful manner.

During a scheduled tour, The Client accepts that the Company can reject the participation of any traveler who acts in an irresponsible, inappropriate or unlawful manner with no refund to the Client.

During a scheduled tour, The Client shall accept the authority of the Company's group leader(s) at all times.

During a scheduled tour, the Client understands that group travel is less flexible than individual travel and that accommodation may be needed for the diverse needs and abilities of the group's members. It shall be deemed irresponsible behavior if a client delays the group's agenda

without just cause.

#### **Insurance**

Although highly recommended, the Client is not obligated to purchase travel insurance in order to travel with the Company, with the exception of family tours, in which case travel insurance is mandated for all members under 18 years of age. However, the Client shall not be entitled to any reimbursements from the Company for any interruptions, delays, cancellations, medical emergencies or other problems arising out of or related to travel and the tour. The Company assumes no responsibility or liability for any loss or damage of personal effects or for any injury or loss during the duration of the tour.

### Waiver & Release

All Clients shall be presented with a Waiver & Release and failure to so sign may constitute grounds to refuse services to clients and/or apply additional charges.

## **Operable Law**

This Booking Agreement and all actions arising out of and related to Client's tour are governed by the laws of the nation of Greece.

No employee, agent, servant or representative of the Company has authority to alter the conditions set forth in this Booking Agreement.