

## **V10 Tours, Inc.**

### **TERMS AND CONDITIONS**

These Terms and Conditions apply to all trips, event ticket packages and other travel bookings organized by V10 Tours Inc., whose registered office is at 42 Admiralty Cross, Coronado, California 92118.

Your contract incorporates these terms and conditions and by making a booking with us you confirm your acceptance of these Terms and Conditions to the exclusion of any other Terms and Conditions which you may seek to apply to the contract.

In these Terms and Conditions:

“we” or “us” or “our” means V10 Tours, Inc.,

“you” means the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these Terms and Conditions,

“participant” includes you and any other person taking part in the trip.

### **I. BOOKING AND PAYMENT**

#### **I.1 RESERVATION**

When you make a booking, we will provisionally reserve your package on the basis of these Terms and Conditions. A binding contract between us will come into existence only when we have received your deposit (or if applicable full payment) and send our Confirmation Invoice to you. Prior to doing so, we may send you an acknowledgement of receipt of the deposit. Any such acknowledgement simply indicates that we are dealing with the booking and is not a confirmation of it.

Please check the Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

#### **I.2 PRICE POLICY, PAYMENT TERMS AND SURCHARGES**

We reserve the right to alter prices shown in any of our brochures or on our website or in any literature that we send to you and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Terms and Conditions.

Deposits are normally 30% of the total cost unless otherwise noted. Deposits are payable at the time of booking and Confirmation Invoice. You will not be confirmed on the trip until we receive the relevant deposit. Once the deposit is made for the booking, it is deemed that you have read and understood our Terms and Conditions. Additional payments and final balance of the travel package is due in accordance with the specific event policies indicated on our invoice.

Payment of deposits can be made to our bank account listed on our invoice to you or by check made payable to "V10 Tours Inc.". Payments can also be made by credit card. Please note that for payments made by credit card a service charge of 3% will be added by us to the amount payable.

Late payment for any amount due to us which we still have not received within 5 days after a reminder notice to you will entitle us to: Charge you interest on all outstanding amounts and/or Refuse to supply any services and/or Claim losses and costs as a result of late payment and/ or non payment.

On tickets and/or hospitality there may be a premium charged above face value, to sold out events, which reflect our costs of obtaining preferred seating. This premium is based on supply and demand along with seat location.

Changes in transportation costs (including the cost of fuel) duties, taxes, fees, exchange rates or supplier costs mean that we reserve the right to alter the price of your trip even after the issue of our Confirmation Invoice. No alteration shall be made to the price of your trip within 30 days of the trip commencing. We will absorb and you will not be charged for any increase equivalent to 2% or less of the total price of your trip (excluding any amendment charges). You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the total price of your trip (excluding any amendment charges), you will have the option of either:

- a) accepting a change to an alternative trip if we are able to offer it. If any alternative trip arrangements are of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price, or
- b) cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges.

## **II. CHANGES AND CANCELLATION BY US**

### **II.1 IF WE CHANGE YOUR ARRANGEMENTS**

We hope and expect to be able to provide you with all the services we have confirmed to you. However given the nature of our trips and their locations, you are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, they do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes.

### **II.2 IF WE CANCEL YOUR ARRANGEMENTS**

II.2.1 In the unlikely event that we need to cancel arrangements, we will notify you as soon as possible. However we will not cancel your arrangements less than 30 days before the trip commences unless it is for a reason outside our control as provided in clause VIII.1. If we have to cancel your trip arrangements we will provide you with three alternatives:

- a) alternative arrangements of equivalent or of very closely similar standard and price, if available, or
- b) alternative arrangements of a lower standard together with a refund of the difference in price; or
- c) cancel your trip arrangements with a full refund of all monies paid.

Any alternative arrangements or cancellation must apply to all persons included in your booking. All three cases only apply unless the change occurs as a result of circumstances beyond our control (in which case clause VIII.1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where the following clause applies.

II.2.2 We regret that some of our trips can only be operated if a sufficient number of people agree to take part and pay all sums due. If there is insufficient demand, we have the right to cancel the trip in question. If we have to do so we will tell you no later than 30 days prior to the trip commencing. In this situation, you will then have the choice of the options shown in clause II.2.1 together with the option, if possible, of the same trip departing on a different date. Where we cancel for lack of numbers in accordance with this clause II.2.2, no compensation or other amounts (for example, the cost of any flights) will be payable. In the circumstances any flight arrangements should only be made once we have confirmed to you that sufficient numbers have been booked on the trip.

### **III. CHANGES AND CANCELLATION BY YOU**

#### **III.1 IF YOU CHANGE YOUR BOOKING**

If you want to change your trip in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time. Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply an administration charge for each item you want to change as shown in the table below together with any further costs we incur, for example with our suppliers, in making any change.

The costs shown are per change and per person and do not include any further costs that we may incur in making the changes or any charges made by our suppliers for such changes: Request for change received more than 12 weeks prior to trip commencing is \$90, request for change received less than 12 weeks prior to trip commencing is \$160.

#### **III.2 IF YOU CANCEL YOUR BOOKING**

If you wish to cancel your trip, you must write to us. All payments are non-refundable. Services included in this package and not used are non-refundable. No refunds will be made for unused hotel accommodations, transportation, meals not taken or any other services not used due to flight delays, schedule changes or any other reason. We are not liable for refunds under the following circumstances that are beyond our control: postponement of the event, rescheduling or time changes due to weather, illness, mechanical failure, construction, flight delay or any other reason.

If you are unable to take part in the trip, you may be able to transfer your place to someone else suggested by you and acceptable to us subject to the following:

- a) You must write to us with full details of whom you would like to go instead. We must receive this information at least 21 days before departure.
- b) If the change can be made, you will have to pay an amendment fee of \$200 together with any extra costs we incur or are asked to pay in order to make the change.
- c) Anyone who takes part in the trip instead of you must agree to these Terms and Conditions. Please note that scheduled airlines often do not allow any name changes within a certain period prior to departure and generally not at all after flight tickets have been issued.

## **IV. LIMITATION OF OUR LIABILITY TO YOU**

**IV.1** If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you compensation. However we will not be liable where any failure in the performance of the contract is due to:

IV.1.1 you; or

IV.1.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or

IV.1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

**IV.2** Our liability to you, except in cases involving death, injury or illness, shall be limited to a maximum of twice the cost payable to us by you for your place on the trip.

**IV.3** Should you suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

**IV.4** Our liability will also be limited in accordance with any relevant international convention in relation to the provision of travel or accommodation services which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in such conventions.

**IV.5** In order to supply you with ticket/travel packages we have contracted with third party suppliers which we will take reasonable care and skill to ensure are reputable. Our role after that point is to secure your booking with the suppliers and although we will try to resolve matters where the suppliers has not complied with any of its obligations, we emphasize that we do not have control over the actual services provided to you by the suppliers. We shall not be liable for any costs, direct or indirect damage in connection with your use of the packages. We shall not be liable in the event of gross negligence of the suppliers. We shall not be liable for any damages that are untypical and unforeseeable under this Agreement.

**IV.6** Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst on the trip and which are not included in the price of the trip, are not part of the trip arrangements provided by us. For any such excursion or other tour that you may book, the contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursions or tours or for anything that happens during the course of its provision by the operator even if a member of our staff accompanies the relevant tour or excursion.

**IV.7** The provisions of clauses IV.1 to IV.6 inclusive are in addition to any other limitation of liability contained in these Terms and Conditions.

**IV.8** Nothing in these Terms and Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause VII.4.

**IV.9.** Should we facilitate external services only, e.g. tickets, separate hotel accommodation, etc. we are only liable for the proper facilitation of the service, not for the service as such. Please take into consideration that tickets can neither be exchanged nor cancelled. Tickets will only be issued when the operator or supplier has provided them, at the earliest after your full payment to us. Generally tickets will only be available at the venue, thus minimizing postage risk.

You are politely advised that special rules apply regarding the taking of fan articles and cameras into the stadiums and generally there is an alcohol ban.

## **V. YOUR RESPONSIBILITIES**

### **V.1 DOCUMENTATION**

You are responsible for ensuring that you satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of the trip commencing. Any information provided by us with regard to travel documentation is given in good faith but without responsibility on our part.

### **V.2 HEALTH PRECAUTIONS AND SAFETY**

V.2.1 We will provide general advice to you as to what vaccinations and other health precautions are usually required for your destination or activity. It is your responsibility to verify such advice with appropriately qualified medical personnel and that you have received any necessary or advisory vaccinations or medication. We reserve the right to require you to produce evidence of such vaccinations or medication and may cancel, without payment of compensation, your place on the trip if any such vaccinations or medication have not been obtained. It is your responsibility to ensure that you take any necessary medication whether before, during or after the trip. Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the trip. In the circumstances any such advice given by us should not be regarded as a substitute for specific and detailed medical advice for you and you should raise any particular concerns with your own doctor.

V.2.2 Whilst on the trip you are required to adhere at all times to the advice and instructions given by staff retained by our suppliers to supply any services which form part of the trip.

V.2.3 You must be aware that standards of accommodation, hygiene and health and safety precautions are unlikely to be as high as in the USA and, in the circumstances, there is an increased risk of injury and illness and that medical care standards will not be as accessible or as comprehensive as in the USA.

### **V.3 ACCOMODATION**

Hotel categories used in these packages are based on the national standard in the country the event takes place. Items such as size, ambiance, facilities, location, distances from venue and airport are all taken into account based on availability. Hotels vary from property to property. Regardless of your arrival or departure times for the hotel, early check-in or late check-out cannot be offered. You may be required by the hotel upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit. Passengers must check into the hotel on the scheduled arrival day of the package to avoid being considered a "no show" by the hotel. If a passenger is determined a "no show" by the hotel/vendor, we have no

control over hotel/vendor policies and cannot provide refunds/adjustments. In the event, you will be late arriving, please contact the hotel involved.

#### **V.4 INSURANCE**

We highly recommend travel insurance. You can protect yourself against cancellation penalties if you cancel for a reason covered by the insurance policy you choose. As all insurance policies are different please read the documents very carefully to be sure you understand them. We also recommend appropriate travel insurance including medical, air evacuation, rescue and repatriation insurance. You are responsible for ensuring that all information provided to any insurance company is correct and not misleading and we cannot be responsible for any problems that may arise as a result of any policy of insurance becoming invalid as a result of any error or omission in respect of such information. Notwithstanding the above it is your responsibility to ensure that the cover provided is suitable and adequate for the trip and your particular needs.

#### **V.5 BEHAVIOR**

V.5.1 Whilst we shall endeavor to provide advice on health, safety and security matters before and whilst on the trip, you must accept that you must behave responsibly in relation to your own safety and security and that of others on the trip.

V.5.2 We are committed to responsible and sustainable tourism. In the circumstances you are expected to respect and obey the laws, culture and customs of the destination country, treat others on the trip and locals with respect and courtesy, observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organizing any particular activities.

V.5.3 You will be personally liable for any damages suffered to property or by us or any third party (including loss of business or reputation).

V.5.4 in the event of you failing to comply with the terms of this clause V.5, we and our suppliers reserve the right in our absolute discretion to require you to leave the trip if your behavior falls short of the standards expected by us and our suppliers. Under such circumstances no compensation of any sort (including the return of any monies paid) shall be payable by us and all rights are reserved by us against you.

#### **V.6 FLIGHTS OR OTHER TRAVEL ARRANGEMENTS TO AND FROM THE START POINT**

Flights or other travel arrangements to and from the start point of any trip are usually not included in the costs payable to us and it is your responsibility to arrange flights (if applicable) separately. Any contract in respect of flights or other travel arrangements to and from the start point of the trip will be between you and the relevant supplier, agent or airline. You are required to advise us at least 12 weeks before the start of the trip how and at what time (e.g. flight numbers etc.) you propose to arrive at the start point for the trip and also update us immediately with any proposed changes. Where we have agreed to supply transfers or "meet and greet" services, we will endeavor to accommodate any late changes or delays but we cannot guarantee the same and will not be responsible for any losses or additional costs that you may incur as a result of any late changes and/or delays in respect of your arrival at any pick up point and in such circumstances you may be required at your own cost to make your own arrangements to join the trip.

#### **VI. COMPLAINTS**

If you have cause for a complaint whilst on the trip, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not

resolved locally, please follow this up within four weeks of your return home by email to us at [petra@v10tours.com](mailto:petra@v10tours.com) giving all relevant information. If you fail to follow this procedure we may not be able to deal with your complaint.

## **VII. MISCELLANEOUS**

### **VII.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

### **VII.2 DATA PROTECTION**

Information about you, including names, contact details and any special needs, disabilities or dietary requirements is collected by us. We may disclose this information to our service providers for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept you on the trip. From time to time we may contact you by post or email with information about further trips. If you do not wish to receive such information, you should notify us.

### **VII.3 PUBLICITY AND USE OF IMAGES**

We reserve the right to take photographs or films of the trip and to use the same in a responsible way in our promotional literature and on our website. We may also reproduce any comments that we receive from you in such literature and on our website unless you do not consent to such use prior to usage.

### **VII.4 JURISDICTION/GOVERNING LAW**

Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the trip must be brought in the Courts of the United States of America in California.

### **VII.5 COMMUNICATIONS**

Please note that we generally communicate with our customers by email. By making a booking with us you agree to such electronic communication method being used. Please be aware that the onus is on you to ensure that your email details are kept up to date, that your email system is operating correctly (including checking that any spam filters are not preventing receipt) and that you check for emails from us on a regular basis as we cannot be responsible for any losses or inconvenience suffered as a result of your email system not operating correctly and/or your failure to check email communications regularly. If you have any questions regarding this policy, please contact:

Entity Name: V10 Tours, Inc.;

Entity Number: C3443327

Address: 42 Admiralty Cross; Coronado, California 92118; United States of America  
[info@v10tours.com](mailto:info@v10tours.com)