



## Contract of Service

World Travellers' Club Inc. (WTC) acts as a mere agent for Suppliers (identified on the accompanying itinerary/invoice/tickets/vouchers) in selling travel-related services, or in accepting bookings for services that are not directly supplied by this travel agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). This agency, therefore, shall not be responsible for breach of contract or any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to you or your companions or group members. Unless the term "guaranteed" is specifically stated in writing on your invoice, or reservation itinerary, we do not guarantee any of such suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects. Travel agent shall not be responsible for any injuries, damages, or losses caused to any purchaser or consumer of such services (Client) in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's direct control. Client assumes complete and full responsibility for, and hereby releases the agent from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the US. State Department, (888) 407-4747. For medical information, call the Public Health Service, (877) 394-8747. By embarking upon his/her travel, the Client voluntarily assumes all risks involved in such travel, whether expected or unexpected. Client is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and is advised to obtain appropriate insurance coverage against them, which is available at an extra cost. If this document is not explicitly signed by the Client, the retention of tickets, reservations, or bookings after issuance by the Client shall constitute a consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

### Price Quotations

All prices quoted by WTC are in US\$, on a per person basis, and unless otherwise stated are for airfare only in economy (coach) class. Prices quoted reflect a cash discount (i.e. payment by way of cash or check or wire transfer), are based on fares and exchange rates prevalent on the day of quoting and do not include airport taxes and government fees, some of which must be prepaid while others are collected locally. Quoted fares are subject to change at any time prior to final ticketing, which is normally completed within 7 working days of receiving cleared funds in full.

### Payment Procedures & Ticket Delivery

A minimum deposit of \$150 is payable at the time of booking; occasionally a higher deposit may be necessary. Travel documents can be processed and delivered only after full payment has been received by way of cleared funds. Personal checks are gladly accepted but these require 18 working days before cleared funds are available. Payment in cash or by wire transfer would of course ensure faster delivery. There may be a delay of up to two weeks between the time cleared funds are received and tickets are ready for mailing/collection. This is due to the fact that some tickets are sourced overseas in order to take maximum advantage of international tariffs.

### Baggage Allowance

Each transportation company / carrier (airline, railroad etc.) has its own rules regarding free and payable baggage allowances. It is the responsibility of the Client to ascertain these rules prior to travel and plan accordingly. Special rules / fees apply to the carriage of bulky items such as skis, golf-bags, bicycles etc. All baggage inquiries should be directed to the carrier concerned.

**I have read and understood the above Contract of Service and accept these myself as well as on behalf of all other persons that I have booked on this trip.**

Signed

Date

## Responsibilities

WTC will not under any circumstances be liable, in contract, tort or otherwise, for:

- any expenses, damages or losses incurred or sustained by any Client which arise from or as a result of the delay or cancellation of any transportation service;
- any expenses, damages or losses incurred or sustained by any Client which arise from, or as a result of changes in the travel programs, routes or time-tables provided that in the case of such changes which result in a decrease in the cost to WTC, an amount equal and limited to such decrease only, shall be refunded to the Client;
- destruction, detention, loss, injury or damage howsoever caused to the Client and the property or effects of such Client, whether or not such destruction, detention, loss, injury or damage be caused by the negligence or willful default of WTC;
- death of or personal injury to the Client whether directly or indirectly caused by, contributed to by or consequent upon wars, political actions, strikes, adverse weather conditions or any other circumstance beyond the control of WTC;
- illness or any medical, surgical or dental costs which the Client may incur during the course of the tour howsoever or wheresoever arising;
- acts or omissions of contractors whose services are engaged in each destination

## Others' Liabilities

It is expressly declared that all the carriers concerned, their servants, agents, and affiliates are not liable, in contract, tort or otherwise for any loss, damage or injury howsoever caused to the Clients during the time in transit. The passenger ticket in use by such carriers, when issued, shall constitute the sole contract between the carrier and the Client and the Client shall be deemed to have full notice of the terms and conditions of such contracts. It is also expressly declared that the Travel Agent / WTC act only as agents for the owners or contractors providing transportation or other services and that the Travel Agent and/or WTC shall not be or become liable or responsible in any way for any loss, damage, injury, accident, delay, changes in schedule or other inconveniences suffered by the Client, howsoever caused.

## Limitation of Liability

The extent of WTC's liability shall never exceed the amount actually paid to WTC by the client.

## Refunds & Penalties

The cancellation of any confirmed booking will attract a minimum service charge of 25% of the total trip price or \$150, whichever is higher. For bookings cancelled within 30 days of departure the service charge shall be 50%, and cancellations received within 14 days of departure will attract a 85% charge. This service charge will be in addition to any penalties or fees imposed by carriers or vendors. A higher service charge may apply depending upon the nature of the booking and if so you will be advised in advance. Changes in routing, travel dates or tour content are also subject to a service charge (minimum \$50 per person) for each change and depending upon the nature of the underlying change, may be subject to an additional fees or costs. Unused portions of any tour itinerary, including hotel accommodation, sightseeing tours, airfare or other items included in the tour are nonrefundable after departure.

## Changes of Hotels and Programs

Space at the selected hotels and air carriers is limited and confirmation of your reservation, at the tour prices quoted, is subject to availability. The right to substitute hotels listed for others of similar category when necessary is reserved.

## Travel Insurance

No insurance is included in the tour price and it is strongly recommended that trip cancellation / interruption Insurance be purchased. You may purchase comprehensive worldwide coverage against medical and emergency expenses, personal injury and loss of belongings at the time of purchasing your travel arrangements.

## Applicable Law

This contract is entered into in the City and County of San Francisco, CA, and that in the event of any legal or equitable action being initiated, it is specifically agreed that the exclusive venue of such action shall be solely in State and Federal courts (for trial without jury) in the city of San Francisco, California, USA. If any provision of these terms and conditions is found to be unenforceable, such provision shall still be enforced to the fullest extent of applicable law and shall not affect the enforceability of the remaining provisions.

## Errors

WTC is not responsible for omissions, printing and/or presentation errors in brochures, on Internet sites or other media and reserves the right to make corrections as needed.

## Force Majeure

WTC has the sole and absolute discretion to cancel or shorten the duration of any tour in case of force majeure, hostilities, accident or other events beyond its control, when it is necessary in its reasonable opinion that such steps be taken. World Travellers' Club shall be relieved from all liabilities and obligations resulting therefrom, upon notice to the tour participants and full refund of any amount paid for the tour or the unused portions of the tour, as appropriate.