

TERMS and CONDITIONS

This document creates a CONTRACTUAL AGREEMENT between **Sota Tale Enterprises Inc.** doing business as **Sportours Travel Services** and you the customer after reading this entire agreement in order for your travel package or trip reservation to be complete you must indicate your acceptance of the terms and conditions found in this agreement either by accepting them online by completing our online travel request and by signing and submitting a payment .

DEPOSITS: All requests for booking travel must be made through **Sportours Travel Services** and its representatives. No reservations are considered confirmed until proper payment is received according to the Terms and Conditions described herein. Additionally, any required deposits must be received within (7) seven calendar days after reservation is made. If the publicly posted price of a trip is less than \$1000.00(US), **Sportours Travel Services** requires full payment at time of reservation. If the publicly posted price of a trip is \$1000.00(US) or more, a minimum deposit of \$300.00(US) is required at the time of reservation. Some travel packages may require additional deposits at the time of reservations. These additional deposits will be quoted prior to reservation and payment will be required at time of reservation.

ALL DEPOSITS ARE NON-REFUNDABLE. Any payment, whether deposit or in full, constitutes a full acceptance of the Terms and Conditions specified herein. **Sportours Travel Services** shall have no obligation and shall provide no confirmation of reservation until all deposits are received and processed.

PAYMENT TERMS: All deposits and payments must be payable in US currency. Checks must be drawn on US banks made payable solely to **Sportours Travel Services** Deposits and/or payments made using a credit or debit card constitute full authorization by the individual whose name appears on the card for the said charges. Any balance remaining after an initial deposit is payable no later than ninety (90) calendar days prior to arrival at the designated destination. If paying by credit card we will add 3% to the booking cost.

CANCELLATION: ALL DEPOSITS ARE NON-REFUNDABLE. No refunds are given within 60 days for any reason. Additionally groups who cancel 50% of held space 60 days or less prior to departure will be held liable for (3) night's cancellation penalty per room. Any unused portions of hotel and/or package plans are non-transferable and non-refundable. Airfares used in conjunction with standard rate and package plans and special tour or bulk airfares are subject to some restrictions that may apply. The purchase of trip cancellation and interruption protection along with accident and baggage insurance is strongly recommended by **Sportours Travel Services**

Sportours Travel Services -REFUNDS: All requests for refunds are subject to the written refund policy of the selected resort, dive operator, or transportation provider. **Sportours Travel Services** has no control over and accepts no responsibility for the contents or the application of these policies.

PROOF OF CITIZENSHIP / VISA: Citizenship and VISA requirements vary according to destination. All participants are responsible for determine and obtaining

proper documentation. **To avoid denied entry and return all Passports must be valid for at least 6 months after your travel return date.** **Sportours Travel Services** in no way is responsible for obtaining and providing this documentation and therefore, no refunds will be granted for denied entry caused by failure to carry proof of citizenship or the appropriate VISA and/or Passport.

RESPONSIBILITY: Sportours Travel Services and its representative's act only as agents for the passenger in arranging hotels, transportation and other services related to travel and travel packages. **Sportours Travel Services** is not liable for injury, death, damage, accident, material loss, delay, inconvenience, additional expense, mental distress or physical distress in the event a person or a company fails to render any service to be included in the travel package, or in the event of illness, war, terrorism, strikes and work stoppages, mechanical failures, pilferage, weather or acts of God. In the event it becomes advisable or necessary to alter the arrangements or the itinerary of a travel package, **Sportours Travel Services** reserves the right to do so at no expense to **Sportours Travel Services**. **Sportours Travel Services** additionally reserves the right to withdraw any or all tours when and if conditions warrant doing so.

Sportours Travel Services reserves the right to decline to accept or retain passengers as travel customers. Passengers electing to use equipment such as bicycles, automobiles, scooters, canoes, scuba equipment or the like do so solely at their own risk **Sportours Travel Services** accepts no responsibility or liability for the consequences of the personal activities of any passenger who is deemed personally responsible for decisions concerning conditions of health, safety, fitness of scuba diving or snorkeling or any other activity, or any other circumstances beyond **Sportours Travel Services** control.

The times of airline flight arrivals and departures cannot be guaranteed as weather and other conditions beyond **Sportours Travel Services** control may affect operation condition of airlines. **Sportours Travel Services** accepts no responsibility or liability for lost or stolen baggage and recommends travelers purchasing lost and stolen baggage insurance.

Sportours Travel Services accepts no responsibility for any participant in a group tour, and the individual, group, company or the like purchasing a group tour does so solely at his/her/their own risk. Any legal discrepancies must be handled in a California Court of Law.

ACKNOWLEDGMENT: By making the required deposit and subsequent payments for services of **Sportours Travel Services** the undersigned fully and openly acknowledges that he/she/they fully understand the attached Terms and Conditions and accepts the services of Sportours Travel Services based upon these Terms and Conditions, and, as such, agrees to be fully bound and obligated to the said Terms and Conditions.

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Sportours Travel Services is a member of the California Travel Consumer Restitution fund (TCRF) for more information regarding eligibility go to www.tcrinfo.org or write to Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001.

The undersigned acknowledges that he/she has read this Waiver, Release of Liability and Acknowledgment of Responsibility and Assumption of Risk and that he/she understands its meaning and effect.

Product Purchased:

Travel Date:

Printed Name:

Home Address:

Telephone Number:

Signature:

Date Signed: