



Terms and Conditions

DISCLAIMER OF LIABILITY: This travel agency is acting only as an agent for suppliers in selling travel related services, in accepting reservations or bookings for services that are not directly supplied by this agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.).

- A. This travel 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 travel companions or group members. Unless the term "guaranteed" is specifically stated in writing on your ticket, invoice, or reservation itinerary, we do not guarantee any of such suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects.
- B. This travel agency shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorists activities, social, or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the travel agent's control.
- C. Traveler assumes complete and full responsibility for, and hereby releases this travel agency from any duty of, checking and verifying any and all passport, visa, vaccinations, or other entry requirements of each destination, and all safety or security conditions at such destinations during the length of the proposed travel. For medical information, call the Public Health Service.
- D. By embarking on his or her travel, the travelers voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of such risks, and is advised to obtain appropriate insurance coverage against them. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto his/her travel companions or group members.
- E. Aya's Travel will not be held responsible for financial or personal loss to you or any member of your group in the event of mechanical failures and events beyond its control. Events beyond Aya's Travel's control include (but are not limited to) war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, technical problems with transport including changes due to rescheduling or cancellation of hire by Aya's Travel or alteration of the vehicle or vehicle type for reasons beyond Aya's Travel's control.



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- F. Aya's Travel cannot accept responsibility for delays caused by closed or congested roads, villages, towns and cities, hurricanes, other actual or potential severe weather conditions and any other similar events. Regardless if these delays affect timings of pick-ups, drop-offs, and/or cancellation of part or all of your vacation.
- G. Use of prohibited substances in any of our vehicles, accommodations, ships or other venues of your trip is banned at all times. Aya's Travel will reserve the right to cancel the trip and forfeiture of all fees, payments, and will inform relevant authorities

BOOKING AND PROCESSING TERMS:

- A. Unless a deposit has been received by Aya's Travel your booking has not been confirmed. By placing your deposit with Aya's Travel, you are accepting that the terms of this Agreement, which incorporate the information, restrictions and obligations detailed herein. You thereby agree to abide by the entire agreement between Aya's Travel and yourself concerning your booking and your travel arrangements. You also consent to us processing personal information you have supplied to us and other members of your travel party, should this information be provided to us.
- B. Bookings must be paid for in full before the departure date. Aya's Travel reserves the right to terminate the booking if the payment has not been made in full unless otherwise agreed in writing.
- C. Proof of identity is required for all domestic and international travel. A passport is required for any person leaving the United States or returning to the United States as of December 31, 2006. Without proper identification, a passport and necessary visas you will not be permitted to depart. It is your responsibility to verify your necessary travel documents.
- D. Aya's Travel recommends Travel Protection for you and your traveling party. Aya's Travel offers travel protection for key suppliers of the travel insurance business. The primary traveler must either purchase or sign a declination of travel insurance before the booking is paid in full. Purchasing protection at the time of initial deposit is recommended to give the client maximum protection and coverages as outlined in the travel insurance company's written policy provided to the client at time of purchase.
- E. Aya's Travel recommends adequate insurances arrangements are in place for events and special occasions booked by you (not Aya's Travel) that are outside the coverages of travel insurance policies. Events that are booked by you such as sporting events, shore excursions, other events not a part of the travel package booked by Aya's Travel.



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Therefore, Aya's Travel recommends you speak to your Insurance Advisor to ensure adequate cover is arranged for your event/occasion. Aya's Travel are not authorized to discuss relevant insurance options with you, nor do we offer this type of insurance, and are unable to offer guidance on obtaining cover.

- F. Aya's Travel Agency is not connected to the cruise line, Tour Company, or other travel supplier's cancellation and is in addition to their fee. Cancellation fee is per person (traveler). A fee not to exceed \$200 per person shall be charged to any person cancelling their tour, cruise, or other travel booking component(s) with Aya's Travel Agency, LLC. Cancellation fee to be paid in cash, money order, or certified check. No credit card payments will be accepted for agency cancellation fee. Cancellations must be received in writing along with any cancellation fees before reservation will be cancelled and credit card refunds processed. Any refunds due will be processed within 4 to 6 weeks from travel end date.
- G. Aya's Travel reserve the right to refuse or terminate a booking should we consider a booking has been placed using deceptive or fraudulent means.
- H. Amendments to your booking are permitted no later than 7 working days prior to hire unless authorized by an agent. We take no responsibility for amendments made unless issued with a new booking confirmation. Please note in some instances major changes that includes dates, times and other venue changes may be classified as a cancellation and will apply accordingly. An Amendment Fee is charged for any amendment made to your booking. An amendment fee will be in charged addition to any amendment costs resulting in an increase or decrease of the cost of hire. Should we be unable to proceed with an amendment, and you wish to cancel your booking, our standard cancellation policy will apply, in line with your original booking.
- I. Aya's Travel reserve the right to change the vehicle requested for a hire by you at any time. This includes (but is not limited to) the color and the style of the vehicle (including model type). Aya's Travel will only do so if we feel the requested vehicle is unfit to carry you and your passengers, Aya's Travel cannot guarantee to match your original vehicle. By placing a booking, you are confirming you are accepting this policy, and we will not be held responsible for claims regarding this policy by you against Aya's Travel.
- J. Should your allocated vehicle, accommodations, or venue be unavailable, Aya's Travel will endeavor to match or exceed your booked item with an equivalent or better model. However Aya's Travel are unable, to guarantee any specifications to vehicles, including (but not limited to); interior features, possible decorative themes, amounts of inclusive beverages and color scheme (including body color) of your vehicle.



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- K. Any damage caused to the vehicle, accommodations, ships or other venues by any member of your party shall become the sole responsibility of you. Any costs associated with repairs and damage must be paid by you in the time frame agreed with Aya's Travel. An additional daily charge may be imposed should the vehicle or other accommodation be taken out of commission a daily hire rate effective to that vehicle or accommodation can be assessed. Criminal Damage(s) may be reported to relevant persons/authorities.
- L. Aya's Travel accepts no responsibility for claims on number of passengers being carried in a vehicle. Any comments made by agents, drivers or suppliers will be classed as a personal opinion and will not represent the views of Aya's Travel.
- M. It is incumbent upon the hirer and the hirer's party to behave in a proper manner for the duration of their journey. The driver, crewmember, or other person authorized by the owner of the venue, accommodation, or mode of travel is responsible for the safety of the vehicle and as such may refuse service or to allow a passenger or passengers to board the vehicle, ship, aircraft, venue or other accommodations.
- a. This authority is the sole discretion of driver, crewmember, or other owner's representative. Examples of inappropriate behavior include but are not limited to being intoxicated, aggressive or abusive, illegal use or carrying).
 - b. The driver, agent, or other responsible authority may refuse to continue a journey if in his sole discretion he considers any passenger to be behaving in such a way as may compromise the safety of other persons, the contents of the vehicle, the vehicle itself, accommodation, or venue.
 - c. In such event, person or persons exercising authority over the vehicle, event, or accommodation has sole discretion, may take appropriate action(s). This may include (but not limited to); continue once the passenger or passengers have been removed from the vehicle, event, or accommodation or terminate the journey. The company reserves the right to cancel any other parts of a booking, and in such circumstances, the forfeiture of any monies paid, and no claims for compensation or refund in either whole or part shall be entertained.

OTHER TERMS: If you have a complaint about your arrangements please contact our Customer Service Department at the address given at the end of these Terms and Conditions, within 7 days of returning from your hire, to allow your complaint to be investigated by Aya's Travel properly. Please write your booking reference number on your letter, and include your daytime and evening telephone numbers. Failure to supply any part of this information will result in Aya's Travel dismissing your complaint. If you do not give Aya's Travel the opportunity to



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resolve any problem locally by reporting it to your driver (during the hire period), then Aya's Travel may not be able to deal positively with any complaint on your return, and dismiss any request from you for refunds and/or compensation.

Aya's Travel reserves the right to alter or amend these terms and conditions at any time. Should Aya's Travel decide to do so, Aya's Travel will e-mail these changes to you on your e-mail address no less than 10 days prior to your event day. You have 7 Days in which to raise an objection to the amendments. Should Aya's Travel not receive a reply from you then we will assume you have accepted our new Terms and Conditions, and no correspondence will be entered into.

No part of these Terms and Conditions affects your rights as a consumer. These Terms and Conditions are in addition to your rights as a consumer.

AS OF: January 6, 2016