

BOOKING TERMS & CONDITIONS

BOOKING PROCEDURES

Please read the conditions of travel as your booking is subject to the terms listed below. A contract is entered into once your travel agent or Cox & Kings receives your signed booking form and deposit and we accept and confirm the booking. Please note that travel arrangements are not confirmed until stated so in writing by Cox & Kings.

PAYMENT

An appropriate deposit for each program chosen will be your only obligation until 90 days prior to departure. Additional deposits may be required. The balance of the cost must be paid 90 days before you travel. Payment must be made to Cox & Kings in Los Angeles, California. If the final balance is not received on time Cox & Kings reserves the right to treat the booking as cancelled by you and to levy cancellation charges. If you book your travel within 90 days of departure, the full amount must be paid when you make the booking.

CUSTOM DESIGN TRAVEL FEE

Should you ask us to provide a custom designed private tour or safari catering to specific interests and requirements, upon receiving a fee of \$250 per tour or safari, we will be able to begin the customizing of an itinerary for you. This non-refundable fee will be applied in full to the cost of your tour or safari. Upon receipt of this fee we will design and provide you with a detailed suggested itinerary, including the exact per person cost of your tour or safari. More details and our Custom Design Fee/Credit Card Authorization form can be sent to you upon request.

ALTERATIONS BY YOU

If you request any amendments to your travel arrangements once we have confirmed a booking, an amendment fee of \$150 per alteration will be charged. If after the commencement of your travel you request any amendment to your arrangements or accommodation, Cox & Kings and their agents will do their best to implement it, but we cannot guarantee that it will be possible. In the event of such an amendment being made you will be liable for any cancellation/retention charges that may be levied for the previously booked service and for any costs incurred by Cox & Kings and their agents in attempting to secure any revised arrangement.

CANCELLATION BY YOU

Should you wish to cancel your travel arrangements, you must notify Cox & Kings in writing. Please note that deposits are non-refundable. Such notification will only be deemed to have been given on receipt of your letter, since we can only act on receipt. Please state the reason for cancellation as you may be covered by your insurance policy. If notification of cancellation is received more than 90 days before departure you will only lose your deposit(s). For notification received within 90 days of departure, cancellation charges are as follows:

<u>Days Before Departure</u>	<u>Total Travel Program Cost Lost</u>
Before 90	your deposit
90 to 61	20%
60 to 31	50%
30 to Day of Departure	100%

Cancellations received Fridays for tour departures that weekend (Saturday, Sunday and Monday) will be treated as a day of departure cancellation. We cannot give any allowance or refund for meals, rooms, excursions, etc. not taken, when these are included in the price of the program. No refund can be made on lost, mislaid or destroyed travel tickets or vouchers.

ALTERATIONS MADE TO THE SCHEDULED PROGRAM

Our tours are planned in advance and changes may be unavoidable due to circumstances amounting to "force majeure" or similar reasons beyond our control, such as delays in departures on travel booking or closure of a hotel, strikes, riots, natural occurrences, decisions by State Governments or Tourist Organizations altering the itinerary, the duration of time spent in a city or even omitting a city or part of the itinerary due to the local situation. In such cases we will offer comparable alternative arrangements. If any of the circumstances listed above occur during the course of the tour, we reserve the right to alter the scheduled itinerary accordingly and no compensation will be paid. We will make every reasonable effort to provide you with the booked tour arrangements but minor changes may occur. If they are significant we shall, if possible, inform you or your travel agent before departure. In the event of such an amendment being made, you will be liable for any cancellation/retention charges that may be levied for the previously booked service and for any costs incurred by Cox & Kings and their agents in attempting to secure any revised arrangement. Please note that Cox & Kings will not be liable to reimburse additional expenses undertaken by the client in preparation for the tour. These include and are not limited to international tickets, used mileage awards and fees, cost of visas, immunizations, shots, etc.

TOUR PRICES

Tours prices are based on U.S. dollars (unless otherwise noted) and exchange rates in effect Summer 2011. They are subject to variation if there are increases due to governmental action, additional taxes, exchange rates, increases in scheduled airfare or increases in fuel surcharges. Any increase in the original tour price will be notified to you at least 90 days before departure. If you make your booking within 90 days of departure the surcharge will be included in your invoice. Cox & Kings will absorb an amount equivalent to two percent of the tour price. Any surcharge will not exceed 10 percent of the listed tour price. If you settle the final balance by the due date we will absorb any price increases after that due date. In return for this commitment, we are unable to make any refund or reduce any other costs should the value of the U.S. dollar improve against the currencies used. For scheduled group departures, it may be necessary to re-cost your tour due to a low number of participants. You will be contacted 90 days prior to your departure date and advised should a supplementary fee apply. If all group members accept the increased cost the tour will operate as scheduled. However, if the supplement is not accepted by

you then you will be entitled to a full refund of all monies paid or a transfer to another tour.

VISAS AND YOUR RESPONSIBILITIES

All Travelers require a passport with at least six months validity beyond completion of travel. Visas may be required and for U.S. Citizens we will furnish the relevant details after receipt of your booking deposit and confirmation of your booking. Non U.S. citizens should consult with the appropriate Consulates and Embassies. It is the responsibility of the individual traveler to secure the proper documentation prior to joining the tour. It is the responsibility of The Traveler to become informed about the most current travel advisories and warnings by referring to the U.S. State Department's travel website at www.travel.state.gov or by phone at 1-888 407-4747. In the event of an active State Department Travel Warning against travel to the specific destination location/s of the trip, should The Traveler still choose to travel, notwithstanding any travel advisory or warning, The Traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

WHAT YOUR TOUR PRICE GENERALLY INCLUDES

- Economy class on inter-tour flights as listed in this brochure.
- Standard class on rail, road and other transportation as described in our brochure.
- In-flight meals and/or refreshments according to flight timings. 44 lbs. or 20 kg baggage allowance, or as specified on your air tickets/itinerary.
- Transfers between the appropriate overseas airports/stations/ports and your hotels according to each itinerary unless otherwise stated.
- Twin sharing standard room accommodation with private bath or shower and toilet in each room where available.
- Excursions and tours where specifically detailed.
- Meals as described.
- Services of professional guides and/or a Tour Escort.
- For group tours, gratuities for services included in the itinerary.

YOUR TOUR PRICE GENERALLY EXCLUDES

- International airfare, unless otherwise stated.
- The cost of personal items such as laundry, drinks with meals or otherwise, incidentals, etc.
- Airport security charges if levied by any airport to cover the cost of security arrangements.
- Airport departure taxes.
- Optional excursions.
- Cost of visas and passports where necessary.
- Transport between your home and home airport/port/station.
- Gratuities for services provided on a personal basis.
- Meals other than those specified.
- The sole traveler supplement payable on all bookings where only one person is traveling.
- Gratuities for services on all individual tours and gratuities to your Tour Escort.
- Still, video, film and professional camera fees.

OUR RESPONSIBILITIES

Cox & Kings makes arrangements with airlines, hotels and other independent parties to provide you with the travel services you purchase. We do not own or operate any of the accommodation, transport or other facilities used in connection with our tours. We therefore cannot accept liability for negligence of the staff of these organizations. These parties are independent suppliers over whom we have no direct control. Cox & Kings is not liable in the event of any failure by any person or company to render any transportation, accommodation or other travel service to be provided on the journeys, or for expenses incurred due to delays caused by weather, strikes, war, civil disturbances, natural disasters, flight delays, government actions, mechanical failures or any acts of God.

Cox & Kings cannot assume any responsibility for flight delays, cancellations or missed connections and is not liable for any expenses or consequences resulting therefrom, and such expenses shall be borne by the client. When you travel with an airline the Conditions of Carriage of that airline will apply. These conditions are the subject of International Agreements and may limit or exclude liability. Your travel agent or airline can advise you of these conditions.

The participant waives any claim against Cox & Kings for any damage to, or loss of, property, or injury to, or death of, due to any act, or negligence of any airlines, surface transportation companies, hotels or any person rendering any of the services or accommodations included. Cox & Kings cannot be held responsible for any claim, losses, damages for delay of baggage or other properties, inconvenience, loss of enjoyment, upset and disappointment, distress or frustrations, whether physical or mental, resulting from the act or omission of any party providing services.

We do take all reasonable steps to insure that organizations providing services maintain standards, which are acceptable within the norm in each locality. The participant assumes the risks and understands that all travel has inherent risk that may result in injury or death and that participation in activities, including but not limited to, driving, hiking, walking, touring, visiting archeological sites, walking on uneven surfaces, riding on rough roads, rafting, boating, canoeing, riding in helicopters, on trains, in boats, swimming, surfing, horseback or camel riding, and any other activities. The information contained in this brochure has been compiled with all reasonable care, is accurate to the best of our knowledge and is given in good faith.

Cox & Kings highly recommends you purchase traveler's insurance to protect your travel investment. Without insurance, in case of an incident, you may have to pay out of pocket for medical evacuation, medical, care or other large expenses.

All services are subject to the laws of the countries in which these services are rendered.

Venue for all claims or disputes shall be exclusively in Los Angeles County, California, U.S.A., whose courts, using California Law, shall have exclusive jurisdiction. Damage claims against Cox & Kings shall be limited to the value of the particular item in dispute and not for any incidental, consequential, or special damages. Cox & Kings assumes responsibility for representations it makes, but not for those made by others and including, but not limited to, any employee of Cox & Kings or independent travel agent. Payment for reservations on any Cox & Kings travel arrangements shall constitute consent to all the provisions in the Booking Terms & Conditions published herein and is binding on all travel participants.

COX & KINGS, THE AMERICAS

Cox & Kings Building, 8060 Melrose Avenue, 3rd Floor, Los Angeles, CA 90046 USA

Tel: **1.323.655.1758** • Fax: **1.323.655.1774** • Email: tours@coxandkingsusa.com • Toll Free: **1.800.999.1758** • www.coxandkingsusa.com

PASSENGER RESERVATION FORM

Please read the Booking Conditions and Traveler's Advice carefully. Complete this form in **BLOCK LETTERS** and mail or fax with deposit of \$500 per person or 20% of the tour cost (whichever is greater) and/or full payment 12 weeks in advance of travel. Additional deposits may be required. **Please print names as they appear on your passport and send copies of passport signature and photo pages.** You'll also find our reservation forms online at www.coxandkingsusa.com.

Passenger's Last Name	Middle Name	First Name	Mr./Mrs. Ms./Miss	Date of Birth (MM/DD/YYYY)	Passport Number	Nationality	Date of Issue (MM/DD/YYYY)	Date of Expiry (MM/DD/YYYY)
1.								
2.								
3.								
4.								
5.								
6.								

Emergency Contact Name and Number (required): _____

Tour Name/Destination: _____

Departure Date: _____ Traveled with us before (year): _____

Number of Previous Tours with Cox & Kings _____

Requested Accommodation

Suite* Twin Double Single*

Special Requirements: Please note here any other requirements or arrangements which differ from the basic tour e.g. dietary, health, etc. Every effort will be made to secure the arrangements requested, but success cannot be guaranteed.

Documents To Be Shipped To: (if different from Billing Address)

Name: _____ Delivery Phone #: _____

Address: _____

City _____ State _____ Zip _____ Country _____

*Supplement may apply.

In signing this reservation form, I/we accept the Booking Terms & Conditions as set forth in the brochure on behalf of all those listed above. We also declare that we have been offered trip cancellation/baggage insurance and that I/we will not hold the travel agent, Cox & Kings nor its agents responsible for any expenses incurred. I/We understand that should I/we cancel my/our tour, my/our deposit/s is/ are non-refundable and cancellation charges may also apply.

Signed: _____ Date: _____

Please note it is illegal for Travel Agents to sign this form for their clients.

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TEAR HERE

Travel Agency Stamp

V
V

Agent Name: _____

IATA: _____

Agency: _____

Address: _____

Phone: _____

CREDIT CARD AUTHORIZATION FORM

Kindly fill in the information and mail or fax it to us with a **clear photocopy of the front and back of the related credit card**. This form should be faxed to Cox & Kings at 1.323.655.1774. If you have any questions, please call us at 1.800.999.1758.

I, the undersigned, authorize Cox & Kings to debit my Amex VISA Mastercard

Credit Card # _____ Exp Date: _____ CVV* _____

for the amount of \$_____ for deposit/final payment of my/our tour.
(amount in words) _____

tour name/destination: _____

for the amount of \$250.00 for Custom Design/Planning Fee. This is a non-refundable fee which will be credited towards your tour deposit and payment.

I accept decline the Access America Insurance offered through Cox & Kings.

If you decline please provide copy of policy and policy number of your insurance.

If payment is inclusive of travel insurance premium, Cox & Kings must be in receipt of the completed Access America insurance application form in order to initiate the insurance policy. Please call 1.800.999.1758 for a copy.

Cardholder's signature: _____

Print name as it appears on card: _____

Billing Address: _____

(city/state/zip): _____

Telephone: (day) _____ (evening) _____

I acknowledge payment in full is to be made when billed in accordance with the standard policy of the company issuing the credit card.

I have read and understand the Booking Terms and Conditions issued by Cox & Kings, The Americas and am aware that cancellation penalties may apply to this reservation and payment.

Signed: _____ Date: _____

**For AMEX CVV: A four digit non-embossed number on the face of the card.*

**For VISA/Mastercard CVV: A three digit non-embossed number on the back printed within the signature panel after the account number.*

**Note for Travel Agents: It is illegal for you to sign this form on behalf of the client. The form must have client's original signature.*

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