

Terms and Conditions of viventura Reisen GmbH

Viventura LLC Booking Terms and Conditions

These are the Terms and Conditions that will apply to your booking. Please read them carefully as you will be bound by them. These Terms shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The Contract is with Viventura LLC "the Company". By booking a trip, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

1. THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions.

To secure a booking with Viventura, the client must deposit 20% of the trip price (minimum \$250). Inca trail bookings must be paid %100 in advance to secure spaces. Should the Customer cancel the booking, the deposit amount will be held as a "viDeposit" and is available for use with the purchase of a future tour with the Company. This viDeposit has no expiration, no cash value, and is not redeemable in combination with any other offer, promotion, or discount. Only one viDeposit may be applied per tour. The viDeposit may be transferred to another Customer and may only be applied to new bookings. All viDeposits must only be applied to a new tour of equal or greater value than the cancelled tour.

A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this time that a Contract between the Company and the Client comes into existence.

All person(s) named on the booking are hereafter referred to as the "Client" and references to Client shall be to all those so named.

"Carrier" means the owner and/or any charterer and/or manager of the vessel or any other person, to the extent that it acts as a carrier or performing carrier (in accordance with the definition provided in the Athens Convention).

"Tour Conductor" means the individual contracted by Viventura to guide or lead the tour group.

"Conditions of Carriage" means the terms on which any transport is provided by a carrier including any carriage by sea, road, rail or air. The carrier's Conditions of Carriage are available on request and are expressly incorporated into this Contract. The carrier's and the Company's liability for death and or personal injury and/or loss of and/or damage to luggage may be limited by international conventions including the Athens, Warsaw or Montreal Conventions. "Contract" means the Contract concluded between the Company and the Client relating to the relevant Package, which is agent to the Client.

"Module" means booking anything included in the Independent and Modules brochure. The service to be provided is/are the tour(s) referred to in the booking confirmation.

"Package" means a tour with or without flights and/or any accommodation of over 24 hours and transportation or other tourist services not ancillary to transport or accommodation and accounting for a significant part of the Package. Package does not include excursions or shuttle services that do not form part of the inclusive Package price. It does include independent and tailored trips that meet the above definition

2. PAYMENT

- a) The balance of the amount due must be paid to the Company no later than 30 days before departure. In case of non-payment of the balance by the due date, the Company will treat the booking as cancelled by the Client.
- b) In the case of bookings made within 30 days of the departure date, the full amount of the package price has to be paid at once.
- c) Payment can be made by debit or credit card. In the case of a credit card payment all charges applied to the transaction should be assumed by the Client.
- d) All prices are United States Dollar based.

3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will have full cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment. Inca Trail Requirements: Client Details including full name as it appears in the passport that the Client will be traveling with, passport number, passport expiration date, date of birth and nationality are required to confirm a booking. Any amendments to these details may result in failure to secure an Inca Trail permit. The Company will not be held responsible for any fees levied as a result.

4. CANCELLATION OF A TOUR BY THE CLIENT

Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable.

(a) Cancellation for Viventura trips: The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

I) Cancellation 45 days or more prior to departure: Loss of deposit.

II) Cancellation 21 -45 days prior to departure: 50% of cost of services booked.

III) Cancellation 10 - 20 days prior to departure: 75% of cost of services

IV) Cancellation less than 10 days prior to departure: 100% of cost of services booked.

Viventura Tailor Made trips may vary in cancellation policy from that detailed in this clause, and will be detailed at time of booking.

5. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 45 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control. When a tour is cancelled by the Company before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

(I) take a substitute tour of equivalent or superior quality if the Company is able and willing to offer such a substitute; or

(II) take a substitute tour of lower quality if the Company is able and willing to offer one.

the difference in price between the price of the tour originally purchased and that of the substitute tour; or

(III) have a full refund of all monies paid under the contract as soon as possible.

The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, the Company will make suitable alternative arrangements for the

continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Company's control, the Company will in some circumstances offer compensation. Significant alterations do not include the substitution of a vessel, modification of itineraries, change in cabin category or hotel accommodation provided it is of the same category.

6. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

7. PRICES AND SURCHARGES

The price of the tours published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of their tours including the costs of any other service provided by the Company at the time of making their booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 30 days before the departure date stipulated. After a Confirmation Invoice has been issued any increase to the tour price will be as the result of changes in an increase in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, including any currency fluctuations. If the increase would be 2% or less of the holiday price the Company will absorb the changes in its costs of providing the tour. However if the increase is more than 2% the Company will pass this increase on to the Client. Where the increase in price is more than 7% of the Clients holiday price then in these circumstances the Clients may either:

- (i) withdraw from the contract without incurring any penalty; or
- (ii) accept the change of price.

8. VALIDITY

The prices on our website are based on rates and costs in effect at time of posting to the website. The Company reserves the right to alter prices at any time prior to tour been paid in full. All dates, itineraries and prices are indicative only.

9. FLEXIBILITY

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

10. CHANGES

(a) Changes made by the Company: While the Company will endeavor to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is sufficient time before departure. The definition of a major change is deemed to be a change affecting at least one in three full tour days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on tour as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Tour Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client. Where the Company has to make a major change to the Client's holiday before departure in these circumstances the Company will notify the Client as quickly as possible so that the Client can make the decision:

- (i) whether to withdraw from the contract without penalty; or
- (ii) to accept the change and proceed with the holiday.

(b) Alteration of a Cruise by the Company: Arrangements for the Cruise are made many months in advance by the Company. Occasionally it may be necessary on commercial, operational or any other grounds to

make alterations to the Cruise and the Company reserves the right to do so at any time. In the event of significant alteration to an essential term of the Cruise or Package the Company will inform the Client or his travel agent of any cancellation or change of itinerary in writing as soon as reasonably possible in these circumstances the Client will be offered the choice of:

- i) accepting the alteration; or
- ii) cancelling and receiving a full refund of all monies paid.

The Client must notify the Company of their decision in writing or via their travel agent within 7 days of receiving the notification of alteration. The Company will not be liable for indirect and or consequential losses.

(c) Changes made by the Client: A transfer from one tour to another can only be made more than 60 days before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, before departure will not be accepted. In this case the Client must cancel the booking and then re-book on another tour. The Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply. The Client may apply to have the name of the reservation altered by the Company more than 60 days, (90 days for Expedition Trips) prior to departure. Name changes cannot be made 60 days (90 days for Expedition Trips) or less before departure. Any name changes are subject to Company approval and applicable Administrative Fees.

(d) Other Changes: Any changes to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an Administrative Fee. No changes are permitted to your booking within 10 days of departure.

11. AIRFARE

Any tour does not include international air fare or any other flights unless mentioned in the inclusions.

(a) Quotes: All quotes are in America dollars, unless otherwise stated. Quotes provide an indicative price only, and represent no price commitment by the Company.

(b) Price changes: Until the tickets are issued, the Company reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

(d) Full payment: Full payment must be received by the Company before the Option period expires to guarantee the reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.

(e) Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the Companies discretion, and will also have Administrative Fees applied.

(f) Flight reconfirmation: The Company strongly recommends flight times and numbers be verified or reconfirmed at least 72 hours prior to departure. The Company is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

(g) Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routings shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

(h) Airline, airport or weather delays: The Company will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. The Company will not reimburse for any additional expenses incurred by the Client as a result. The company will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

12. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording:

"I understand traveling with Viventura may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, amongst other things, the standard of

accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the Viventura dossier for this trip I am undertaking and have provided details of any preexisting medical conditions I may have to Viventura representatives. I accept these risks and obligations and I fully assume the risks of travel. Optional Activities I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand Viventura makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand Viventura is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities.”

Hotels, shuttle services or other elements of a Package or Cruise will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where excursions take place are often lower than comparable standards than what the Client may reasonably expect at home. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. In the event of a complaint by a Client, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of The United States have not been met. Expedition travel: Neither the Company nor the Carrier is liable for independent contractors. The Vessel carries on board service

providers who operate as independent contractors. Their services and products are charged as extras. Neither the Company nor the Carrier is responsible for their performance or products. These contractors may include doctor, medical personnel,

hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, spa personnel, beauticians, internet/I.T. personnel or other instructional concessionaires, art or other auctioneers, shopkeepers and others providing services. The limitations referred to in clause 12 below shall apply to all independent contractors. These contractors work directly for the Client when performing their services. Neither the Company nor the Carrier is responsible for any such person's acts or omissions in providing goods or services to the Client. The independent contractors including Shore Excursion providers do not at any time act as agents or representatives of the Company or the Carrier. Neither the Company nor the Carrier owns or controls any such independent contractors, makes no representation of any kind as to their performance and does not undertake to supervise their activities. Any Guest using such services or activities shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the guest or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. Neither the Company nor the Carrier shall be or become liable or responsible in any way for any act or omission of any such

provider pertaining to, or arising from or in connection with such services or activities. Shore Excursions do not form any part of the Contract. Shore Excursions may be reserved after a Cruise has been booked. Any Shore Excursions booked will be supplied by local operators. The Company will endeavor to appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore Excursion operators are not the Company's

servants, agents or suppliers. The Company is not responsible and will have no liability whatsoever for any acts or omissions of the local Shore Excursion operators. The Company does not operate, perform or otherwise organize and/or audit any shore excursions.

All Clients must ensure that they are fit and healthy to undertake Shore Excursions. All Shore Excursions are governed by the terms

and conditions of the Shore Excursion providers.

13. AUTHORITY ON TOUR

At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must

advise Viventura at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

14. GUARANTEED DEPARTURES

The Company guarantees selected departures at their discretion. This guarantee of departure is still subject to force majeure situations, and the Company reserves the right to remove the guaranteed designation at anytime due to circumstances beyond reasonable control. The Company will not be held accountable for any indirect cost resulting to the client for this action.

15. TRAVEL DOCUMENTS

(a) The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such

documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

(b) To expedite the issuing of Viventura travel documents please note that all tour related travel documents such as vouchers,

itineraries and invoices will be sent via email or will be available on the website www.viventura.com once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means. (c) It is the Clients responsibility to visit the website at least 72 hours prior to departure to ensure the most current Tour Itinerary and Dossier is in their possession as minor changes may have been made since the tour documents were originally provided by the Company.

16. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause

whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

17. INSURANCE

It is mandatory that all Clients obtain travel related personal medical insurance while travelling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the

group Leader or Company Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while

unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or

other articles left in or on facilities used by the Company such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. The Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

18. DISCOUNTS

All discounts and reduced pricing are applied at the Company's discretion. From time-to-time the Company may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings, and bookings that have already provided deposit are locked into their original price and are not entitled to the reduced pricing. The discount for completing post trip evaluations cannot be combined with other offers or discounts provided by the Company.

19. CLAIMS AND COMPLAINTS

If a Client has a complaint against the Company, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the contracted tour operator if possible, or a Company representative, whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client's ability to claim compensation from the Company being extinguished or at least reduced. If satisfaction is still not reached through these means on tour then any further complaint must be put in writing to the Company via its Agents at sales@viventura.com within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

20. CLIENT RESPONSIBILITY

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in his or her daily lives. By booking travel with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

21. OPTIONAL MODULES

Optional modules do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional modules does not render the Company liable for optional modules. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional modules include rafting, horseback riding, sightseeing flights and other modules that are not included in the tour price.

22. LIABILITY

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then the Company limits its liability, where applicable by the International Conventions. Carriage of Clients and their luggage by sea is governed by the Athens Convention which is expressly incorporated into these Booking Conditions and any liability of the Company for death or personal injury or for loss or damage to luggage arising out of carriage by sea shall be determined solely in accordance with this Convention. The Athens Convention limits the Carrier's liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Guest unless written notice is given to the Company and/or the Carrier.

a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or
b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place. Any damage payable by the Company up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from the Company on request. In so far as the Company may be liable to a Client in respect of claims arising out of carriage by sea, The Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further. The Company's liability will not at any time exceed that of the carrier under its Conditions of Carriage and/or applicable or incorporated conventions or other legislation. Any liability in respect of death and personal injury and loss of and damage to luggage which the Company may incur to the Client, whether under the Contract with the Client in accordance with these Booking Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention for death/personal injury. Notwithstanding anything to the contrary elsewhere in these Booking Conditions, the Company shall not in any circumstances be liable to Clients for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Company's liability will not exceed \$1,000. The Company will not at any time be liable for any loss of or damage to valuables of any nature. The Client is precluded from making a double recovery by making the same claims and seeking recovery against the Company and its suppliers, contractors or other third parties.

23. SUPPLIERS AND INDEPENDENT CONTRACTORS

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. Neither the Company or any carrier is liable for independent contractors. In respect of cruises, the Vessel carries onboard service providers who operate as independent contractors. Their services and products are charged as extras. Neither the Company nor the Carrier is responsible for their performance or products. These contractors may include doctor, medical personnel, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, spa personnel, beauticians, internet/I.T. personnel or other instructional concessionaires, art or other auctioneers, shopkeepers and others providing services. These contractors work directly for the Client when performing their services. Neither the Company nor the Carrier is responsible for any such person's acts or omissions in providing goods or services to the Client. The independent contractors including Shore Excursion providers do not at any time act as agents or representatives of the Company or the carrier. Neither the Company nor the Carrier owns or controls any such independent contractors, makes no representation of any kind as to their performance and does not undertake to supervise their activities. Any Guest using such services or activities shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the guest or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. Neither the Company nor the Carrier shall be or become liable or responsible in any way for any act or omission of any such provider pertaining to, or arising from or in connection with such services or activities.

24. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

25. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.

26. APPLICABLE LAW

The Terms and Conditions and Conditions of Carriage including all matters arising from it are subject to Florida and United States Law and the exclusive jurisdiction of the Florida and United States Courts.

27. ONLINE BOOKINGS

All on line reservations shall be deemed as booked in the United States, and shall be subject to United States law and jurisdiction.

28. IMAGES AND MARKETING

The Client agrees that during the tour images, photos or videos may be taken by other travellers and/or the Company Staff that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Company and the Client grants perpetual, royalty-free, worldwide, irrevocable license to reproduce such images, photos or video in any medium for promotion and publicity purposes.

29. UPDATING OF TERMS AND CONDITIONS

The Company reserves the right to update and/or alter these terms and conditions at anytime, and it is the Clients responsibility to be familiar with them. The latest terms and conditions may be found on the Company website www.viventura.com