

Waybird

Booking terms and conditions

By making a booking through this website you ("you", "your", "traveler") will be entering a contract with Waybird Inc., a Delaware Company ("we", "us", "our" "Waybird" "Company"). The following conditions, together with the relevant information set out on this website, and the terms and conditions of our suppliers will form your contract with the Company. Please read them carefully before you book. **Please be aware that these terms and conditions contain waivers of liability as well as waiver of class action and venue selection and notice clauses.** By asking us to confirm your booking you are accepting all the Terms and Conditions laid out below and acknowledging that you have read the Terms of this Contract and agree with it. The booking terms and conditions apply as shown.

CHANGES TO THESE TERMS AND CONDITIONS. Waybird reserves the right, in our sole discretion, to change these Terms and Conditions at any time. Updated versions of the terms and conditions will be posted here on this website and are effective immediately on posting. If we make material changes, we will notify you. Please check frequently, especially before you make a booking, to see if these Terms and Conditions changed. Your continued use of our services including continuing to use or maintain any bookings after any changes to the Terms and Conditions constitutes your consent to the changes.

COVID 19 RELEASE OF LIABILITY. By booking a trip at this time, you acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk for yourself and any minors traveling with you, that you or they may be exposed to or infected by COVID-19 by traveling and that such exposure or infection may result in personal injury, illness, permanent disability, and death even if such injuries or losses occur in a manner that is not foreseeable at the time you book your trip. You acknowledge that exposure to such viruses or disease is an inherent risk of traveling, that cannot be controlled or eliminated by Waybird.

You acknowledge that due to the uncertainty of travel at this time, your trip may be postponed or cancelled, or changes may be made to itineraries due to closures of certain sites or activities, for which there may be no refund. You may also be required to quarantine upon arrival in some locations. Some locations and/or suppliers may require

you to have proof of vaccination or negative test. The regulations of any stopover locations also apply to your trip. You are responsible for understanding these requirements and must not rely on Waybird to provide these details. You understand that you may become sick before, during, or after the trip and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms below, for which we will not be liable.

You agree that due to uncertainty caused by COVID 19, Waybird has strongly encouraged the purchase of travel protection coverage including cancel for any reason coverage if and when available, and that should you fail to purchase travel protection coverage, Waybird shall not be liable to any losses howsoever arising. You agree the Waybird cannot be liable if your travel protection plan does not include protections for issues that may arise related to COVID-19.

You, for yourself, and any minors traveling with you, and on behalf of your and their heirs, assigns, personal representatives and next of kin (The Releasors), HEREBY RELEASE, AND HOLD HARMLESS Waybird, its shareholders, officers, agents, and/or employees, suppliers, and other trip members (RELEASEES), of from and against any and all claims, damages, demands, losses, and liability arising out of or related in any way, in whole or in part to any POSTPONEMENT, CANCELLATION, CHANGES, INJURY, DISABILITY, DEATH OR ANY OTHER LOSS you may suffer due to exposure, infection, spread, closure, and travel restrictions related to COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

1. BOOKING YOUR VACATION

- a. Our aim is to provide exactly the right travel arrangements to suit your requirements. We will tailor make an itinerary for you and provide you with a price per person. In order to maintain our customer services standards and to assist with the on-going training of our staff we may record or monitor our telephone conversations or emails with you.

- b. By paying us, you and all people travelling on the trip, are agreeing to be bound by our full Terms and Conditions as described in these Booking Terms and Conditions.
- c. By processing your payment, we agree to accept your booking and a contract between us comes into force. A booking receipt (or confirmation invoice) will be issued to confirm receipt of payment.
- d. The person named on the quotation is responsible for the total price of the trip and for accepting our Terms and Conditions on behalf of all people travelling. We will not be liable for your failure to share all these Terms and Conditions with all members of your party.
- e. The deposit required to book your trip is shown on your quotation. The deposit will normally be 30% of the total trip price, but may vary up to the full cost of the trip, depending upon the date of travel and the terms of our suppliers. Occasionally an additional deposit maybe requested after booking in order to secure a booking.
- f. Your final balance will be due in full three calendar months prior to departure. Trips booked within three months of travel require full payment at the time of booking.
- g. You must make all payments in full and on time. Failure to make a payment may result in the cancellation of your travel. In such a case this would be considered a cancellation by you and the cancellation terms and fees as described below would be in effect. WE reserve the right to refuse service to anyone. In such case, a full refund would be provided, and we would have no further liability to you.
- h. Payments can be made by bank transfer or by credit or debit card. While we do accept major credit cards including Visa, Mastercard, American Express and Discover, travelers must provide to us a click or signed authorization for every transaction for your trip. Your authorization is an agreement for us to charge your card and an acknowledgement and agreement to these Terms and Conditions including the cancellation terms. As such you agree not to make any improper chargebacks.

In certain cases, you may dispute charges with credit card companies ("chargebacks"). Before initiating a chargeback, we ask you first to call us to discuss any questions or concerns about our charges. We will work with you in attempting to resolve your concerns. By using our service to make a

reservation, you accept and agree to our cancellation policy. Waybird retains the right to dispute any chargeback that is improper and recover any costs, including attorney's fees related to improper chargebacks. Additionally, in the event of an improper chargeback, we retain the right to cancel any travel reservation related to that improper chargeback. The following chargeback scenarios are improper, and we retain the right to investigate and rebut any such chargeback claims:

- Chargebacks resulting from non-cancellable reservations, whether or not the reservation is used.
 - Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to your credit card. This does not include credit card fraud.
 - Chargebacks arising from inconsistency or inaccuracy with regard to the supplier's product description.
 - Chargebacks resulting from force majeure or other circumstances that are beyond the control of Waybird or the Supplier.
 - Chargebacks resulting because you do not agree with the cancellation policy.
- i. For quotes sent out before the 1st February 2018, balance payments by credit or debit card will be subject to a transaction fee of 3%.
- j. As soon as the booking is made we will start the process of confirming the trip. Once all arrangements have been confirmed we will issue a confirmation invoice, along with a detailed itinerary. A confirmation invoice will normally be issued within 2 weeks of booking, but may take longer, in which case we will write to inform you.
- k. If we are unable to confirm all the arrangements, we will discuss the alternatives and re-quote if necessary. If the alternatives are significant, you will be offered an alternative or a full refund without any cancellation charges.
- l. Special Requests, such as diet, room location, twin or double bedded room, or a particular facility which are an important factor in the choice of trip, should be indicated on the Booking Form or made in writing. We will pass your request on to the hotel or other service provider but cannot guarantee that it will be accommodated. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any Special Request is not met. The provision

of any Special Request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.

- m. A contract will come into existence on the date on which we issue a Confirmation Invoice. When you make a booking, you are confirming that you are at least 18 years of age and that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party. All contracts with the Company are subject to these booking conditions.
- n. It is important for you to check the details on the Confirmation Invoice as soon as you get it. In the event of any discrepancy please contact us immediately. Any balance payable is due 3 calendar months before travel. If it is not paid in time, we reserve the right to cancel your travel arrangements and retain your deposit.

2. AMENDMENTS & CANCELLATION

- a. Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be made as soon as possible by the person who made the original booking. If it is possible to make the amendment, it will be subject to an amendment charge of \$60 per booking plus any fees charged by our suppliers, together with all communication charges or other expenses incurred by the Company as a result of the change. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Please note that save for the transfer of a booking (see below), it will not be possible to make changes within 28 days of your travel date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause (b) below will apply dependent upon the conditions imposed by our suppliers.

If you are unavoidably prevented from taking your trip, by reason of, for example, illness, jury service, redundancy, or the death or serious illness of a close family member, it may be possible to transfer your booking to a person acceptable to the Company provided that:

- i. if you request a transfer in writing, you must allow reasonable time for the changes to be communicated to, and accepted by, the supplier.

- ii. your request is accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from the Company, full detail, of the person who will replace you, any balance due for the booking and the appropriate administration fee (see below).
- iii. your replacement agrees to be bound by these booking conditions. The administration fee will be \$60 per person. You, as transferor of the vacation, and the transferee shall be jointly and severally liable to the Company for payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your vacation charges.

b. Cancellation by you

All cancellations must be advised in writing, signed by the party leader and sent to the Company at hello@waybird.com. Cancellations are effective on the day they are received by the Company. As we incur costs from the time you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling (unless reducing the party size increases the per person cost for those not cancelling) excluding insurance premiums, late booking and amendment fees. Insurance premiums, late booking and amendment fees are not refundable in the event of cancellation. The following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation:

Cancellation charges: In all cases your deposit will be non-refundable. If cancelling within 3 months of departure, the full price of your trip will remain due. If cancelling 3 months or more the greater of either your deposit or 30% of the full trip price will be due.

All cancellations are subject to the terms and conditions of the suppliers. Some suppliers may choose to offer future travel credits in lieu of a cash refund. We are not liable for a supplier's failure to provide a refund or for supplier insolvency or bankruptcy.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) as long as the following conditions are met:

- i. all suppliers and third parties accept the transfer of names or are able to re-book. Air tickets are rarely transferable.
- ii. you sign an authorization to transfer the trip into another name.
- iii. the transferee accepts these terms and conditions.
- iv. the transferee provides us with new travel insurance details.

Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of \$75 must be paid. Any overdue balance payment must also be received.

It is compulsory that you arrange adequate travel insurance, which should in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees, at the time of booking.

c. Accuracy of information

We check the information which we provide about our travel arrangements very carefully. However, tour, excursion or other itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long term changes we will always endeavor to advise you prior to your departure.

d. Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our website are accurate at the time of publication. However, changes can occur, and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all packages as advertised. However, we plan arrangements a long time in advance of your trip using independent suppliers such as hotels, local transport operators and guides, over whom we have no direct control.

The Company may have to modify a trip before you travel. Most of these changes are minor. However, if we consider them a major change we will

notify you as soon as reasonably practicable. A major change includes a change of destination or a change to a lower standard accommodation, and/or price. In the case of a major change before your departure we will provide you with three alternatives. You may accept the modification, you may change your booking to another available and comparable trip, or you may cancel and receive a full and prompt refund. You will not be entitled to any refund or change should we make a minor change.

Waybird assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition. Force majeure means unusual and unforeseeable circumstances beyond the Company's control or the control of our suppliers, the consequence of which neither the Company nor its suppliers could avoid even with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, epidemics or outbreaks of illness, pandemic, decisions of government and government agencies, border closures, and level of water in rivers. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by Waybird.

'Low bookings' means that an insufficient number of people have booked the arrangements to make their operation financially viable as advertised. If there is a minor change before you depart (that is, any change not included in the definition of a major change set out above), the Company will try to notify you, although it is not obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your trip after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of force majeure) or, alternatively, you will be returned to your point of arrival and the Company will, where appropriate, pay compensation. No compensation is payable in the case of force majeure.

e. Cancellation by the Company

We reserve the right in any circumstances to cancel your trip for any reason. However, we will not cancel your hotel arrangement less than 30 days before your date of travel, except for reasons of force majeure or failure by you to pay the final balance. If you fail to pay the balance of the trip price at least 3 calendar months before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out above. If the Company is obliged to cancel your trip in any other circumstances before you travel, the Company will use its best endeavors to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full and prompt refund of all monies paid.

3. PRICE POLICY

- a. The Company reserves the right to notify you of an increase in the advertised price before accepting your booking and prices may go up or down. The price of your travel arrangements can be varied after booking due to changes in transportation costs, exchange rates, meaning that the price of your travel arrangements may change after you have booked. Government actions such as changes in VAT or any other government-imposed changes and currency changes in relation to an exchange rate variation may also vary the price after you have booked. In the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, will be absorbed, or retained. You will be charged for the amount over and above the 2% increase. We will notify you of any increase no later than 30 days before travel. If you have to pay an increase of more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

4. RESPONSIBILITIES OF THE COMPANY

- a. The Company makes all reasonable checks to ensure that those involved in the preparation and provision of your trip maintain the appropriate standards.

- b. All vouchers, receipts and tickets issued by Waybird Limited to you are subject to the Supplier's terms and conditions.
- c. Participation in any tour or travel package arranged by Waybird Limited and provided by any of its suppliers (including but not limited to transportation to or from any venue) is undertaken at your own risk.
- d. You indemnify Waybird Limited and its directors, employees, assignees and/or agents (together Waybird Limited) against any claim arising for any damages or loss which might be instituted against it arising from or connection with the services contemplated in these Terms and Conditions.
- e. The Client, his/her heirs, dependents, agents, executors or their assignees hereby irrevocably waive any claims which they may have against Waybird Limited and its directors, employees, assignees and/or agents (together Waybird Limited) for any form of compensation for damages which they may suffer due to injury and/or loss of any nature whatsoever, which includes accidents caused by the Client's own actions, injuries or death while on the tour, in a transportation vehicle or at any place during the tour or illness or death at any time after the tour.
- f. Waybird Limited acts solely in the capacity of an agent for third parties and as such Waybird Limited holds themselves free of responsibility or liability for any delays, loss or damages from any cause whatsoever including loss/delay/damages/ dissatisfaction caused by third party products and services. Waybird Limited shall be exempt from all liability in respect of any claim whatsoever as aforesaid, the Client acknowledging that, in the case of a defective product, it is unreasonable to expect Waybird Limited to have discovered the product failure having regard to Waybird Limited's role in arranging access to the third-party products and services on behalf of the Client.
- g. Traveler acknowledges that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are reasons for my voluntary participation. Therefore, traveler acknowledge that traveler is aware of the inherent hazards and risks associated with participating in a Waybird tour. (Waybird tour, including those associated with travel, and adventure tours).

Inherent hazards and risks include, but are not limited to, risk of injury or death from: Canyoneering or Spelunking, Bungee Jumping, Hang Gliding,

Helicopter Rides, Hot-air Ballooning, Hunting / Shooting, Mountain Climbing, Rock Climbing, Ice Climbing; possible equipment failure and/or malfunction of my own or other's equipment; slips and falls; crash landings of hang gliders, helicopters, hot air balloons; shooting injuries, including gunshot wounds; collisions with motor vehicles, animals and/or pedestrians; consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, Waybird employees, agents, and/or representatives; misjudgment of terrain, weather, trails, and route location; high altitude; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness, which may diminish my own reaction time and increase the risk of accident; negligence with regards to safety equipment, known or unknown medical conditions, physical excursion for which traveler is not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of Waybird who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

- h. Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake of the enjoyment and excitement of this trip, traveler is willing to accept the risks and uncertainty involved as being an integral part of travel, including the risk of infection, illness, and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Waybird from any and all claims associated with the trip, including any claims of third-party negligence and/or the negligence of Waybird and traveler hereby covenant not to sue Waybird for any such claims or join any lawsuit or action that is suing Waybird. This agreement also binds your heirs, legal representatives, and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.
- i. Traveler understands that Waybird has no responsibility to provide medical care to participants, and has made no offer or promise to do so. Traveler authorizes Waybird to obtain medical care on traveler's behalf and/or to transport traveler to a medical facility, if necessary, and traveler

hereby releases Waybird from any and all liability arising from its obtaining medical care on traveler's behalf or transporting traveler to a medical facility. Traveler further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, traveler expressly waives any claim that traveler or anyone on traveler's behalf may bring against Waybird with regard to medical care and the provision or failure to provide such care.

- j. Traveler understands that Waybird does not carry or maintain health, medical, or disability insurance coverage for any traveler. Each traveler is expected and encouraged to obtain his or her own travel insurance as well as medical or health insurance coverage, and to check with his or her own health insurance provider about coverage while traveling abroad.

5. YOUR RESPONSIBILITIES

- a. Travel to certain destinations may involve greater risk than others. Waybird urges Travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements, and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, including COVID- 19 requirements, as well as understanding local laws that govern travel within a country, such as medical tests and tracking. It is your responsibility to be aware of any and all requirements for admittance to a country or state, including Covid-19 requirements. **Should you choose to travel to a country that has been issued a travel warning or advisory, Waybird will not be liable for damages or losses that result from travel to such destinations.** General information concerning passport, visa and health requirements is set out on our website. However, such requirements are subject to change and you must check current requirements before departure. You will need a full 10-year passport to travel which is valid for six months after the date of your return. Some destinations also require visas, and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel. You should also contact your medical advisor or a specialist vaccination center for details of the measures you will need to take prior to departure. All children should

travel on full passports. It is your responsibility to obtain all documents required for your trip, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the trip as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa, or immigration requirements.

- b. The Company cannot accept responsibility and no credit or refunds will be given if you fail to take up any component of your trip. No credit or refunds will be given for lost, mislaid or destroyed travel documents.
- c. Most people go on vacation for rest and relaxation, so if in our reasonable opinion or that of any hotel manager, tour leader or other person in authority, your behavior is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your vacation. Should this happen no refund or compensation would be paid.
- d. If you lose any personal items while on vacation, please obtain a written report from the police, to help with any insurance claim upon your return.

6. INSURANCE

- a. It is a condition of booking that you and all members of your party have insurance and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. We also strongly recommend the purchase of additional cancel for any reason coverage, where available. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities while on vacation that have been organized and arranged independently of us, it should be understood that participation is at the individual's own risk, and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to undertake any dangerous or sports activities. Please keep your insurance details with you while on vacation. Some activities carry inherent risks and if you are participating in such activities, you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to

take lessons at a charge before being permitted to use hotel equipment otherwise offered free.

7. EXCURSIONS

- a. Please note that when you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

8. DATA PROTECTION

- a. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as your name, and address, any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels, transport companies and so on. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law. We will not however, pass any information on to any person not responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If, however, we cannot pass this information to the relevant suppliers, we cannot accept your booking. In making a booking, you consent to this information being passed on to the relevant persons. You are entitled to a copy of your information held by us. If you would like to see this, please contact the Company during normal working hours. (We make a small charge for providing this to you).
- b. The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information. In accordance with applicable legal, regulatory, and business requirements this information will be securely deleted as soon as it is no longer required.

9. ILLNESS AND DISABILITY

- a. If you or any member of your party suffers from a disability or other medical condition, please tell us before you book. The Company is happy to give you advice and to try to assist you in choosing a vacation that will meet your requirements. However, most of our vacations are in destinations which are off the beaten track and lack even the simplest facilities for disabled guests such as ramps for wheelchairs, lifts and so on. Many of our vacations require a fair degree of physical fitness. Medical facilities may not be readily available. In order to assist you we must be provided prior to booking with full written details regarding your medical condition and any special requirements which result from this. An appropriate medical form will be sent to you for this purpose. It is inadvisable for anyone with high blood pressure or respiratory problems to visit high altitudes. You should consult your doctor for advice before you book and in good time before your departure. We may request that you provide a letter from your doctor confirming your fitness to travel. Our Suppliers are, unfortunately, unable to offer additional assistance to travelers with limited mobility and all such assistance will need to be provided by the companion of the traveler. Travelers with disabilities must notify Waybird at the time of booking of the status and identity of their non-discounted, paid travel companion who will be responsible for providing all necessary assistance.

10. IF YOU HAVE A PROBLEM

- a. If you are unhappy with any aspect of the Company's arrangements while you are on the trip, you must address your complaint immediately to the Company's local representative (or, if none, to the Company) and to the management of the hotel or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action while on your trip, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

11. DESCRIPTIONS

- a. Every effort is made to ensure that the details, description, and prices contained on this website are correct based on information passed to the Company by its suppliers. However changes do occur, sometimes at short notice and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the vacation whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

12. GOVERNING LAW/SUBMISSION TO JURISDICTION/CLASS ACTION

WAIVER/LIMITATION OF DAMAGES/NOTICE OF CLAIM

Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware exclusive of conflict or choice of law rules. Any claims shall be brought in a court of competent jurisdiction located in Delaware. You agree that you will only bring claims against Waybird in your individual capacity and not as a plaintiff or class member in and purported class action or representative proceeding. Waybird shall not in any case be liable for other than compensatory damages, and your payment of a deposit on a trip means that you agree to these conditions of sale and expressly waive any right to punitive damages. You understand and agree that no claims will be considered and that you will not bring suit against Waybird unless you have first provided a typewritten notice of claim to Waybird within 30 days after the tour or cancellation of the trip.