



## Terms & Conditions

The purchase of any travel services offered by MacTravel Services, LLC (also referred to herein as “MacTravel Services”) constitutes a binding contractual agreement between the client (also referred to herein as “Traveler”) and MacTravel Services and represents your acceptance of The MacTravel Services’ Terms & Conditions as set out herein. Please ensure that you have carefully read and understand the Terms & Conditions prior to purchasing and booking. By your purchasing and booking of travel services, you represent and warrant that you are authorized to accept MacTravel Services’ Terms & Conditions on behalf of everyone named in your booking (sometimes referred to herein as “Travelers”), and you will be deemed to have accepted MacTravel Services’ Terms & Conditions on behalf of such.

### RESERVATIONS, DEPOSITS AND PAYMENT METHODS

#### **Deposits & Reservations**

A non-refundable, non-transferable deposit along with a completed registration form is required by all travelers to reserve your space, unless otherwise specifically stated. Deposits are required at the time of booking to hold or to confirm space for you. Traveler booking is not confirmed, and payment is not deemed made until the deposit is received by MacTravel Services and MacTravel Services sends a confirmation invoice to you.

#### **Booking Accuracy/Legal Names**

Traveler(s) are required to make reservations in the full name that is listed on his/her government document that Traveler(s) will use for travel. Traveler is required to review and verify all aspects of their booking invoice. Traveler is required to notify MacTravel Services immediately if any omissions and/or corrections are needed regarding the booking details.

Traveler voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions.

### **Pricing**

All prices listed are per person based upon shared room occupancy unless otherwise specifically stated. Prices do not include items of a personal nature such as laundry, wines, water, beverages, food (other than at all-inclusive resorts or where specifically stated), passport and visa fees, insurance, and foreign port taxes unless specifically stated within the package inclusions. Prices are correct at time of publication; however, as airfares continually fluctuate and classes of service may have limited capacity, package prices and availability may change accordingly. Traveler agrees that MacTravel Services is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is The MacTravel Services responsible for any errors or omissions that may occur as a result of incorrect information from any third parties. By purchasing and booking a trip, Traveler(s) acknowledge the contents of this paragraph and agree to release and hold harmless MacTravel Services for any claims, losses, actions or damages arising from any such errors or omissions from third party pricing.

MacTravel Services reserves the right to charge Traveler(s) for any increase in taxes, fees or surcharges (i.e., fuel). By purchasing and booking a trip, Traveler(s) acknowledge the contents of this paragraph and agree to pay any such additional taxes, fees, and surcharges. In case of human or computer error, MacTravel Services reserves the right to re-invoice for the correct price or service. A full refund will be made to passengers who choose not to pay an increase, provided MacTravel Services receives a written cancellation within five days of the price increase notification.

### **Payment Methods**

US Dollar, bank check, electronic funds transfer (EFT), and most major credit cards or debit cards are accepted forms of payment. PERSONAL CHECKS WILL NOT BE ACCEPTED. All payments made within 30 days departure must be made by credit or debit card only.

### **Full Payment**

All reservations may be paid in full at the time of booking as long as the trip still has available space.

## **Installment Payments**

Payments are due as per the trip's confirmed schedule as listed on MacTravel Services' web page and/or Traveler(s)' invoice. Failure to make payments on time may result in late fees as stated in such trip details and terms stated within such MacTravel Services' web page and/or Traveler(s)' invoice. Payment of the balance in full must be received by MacTravel Services on or before the final due date noted in the trip details and/or Traveler(s)' invoice.

## **Late Payment**

Late fees vary. Please see each individual trip description within the applicable Traveler's invoice and/or MacTravel Services web page for late fee cost(s).

## **Final Payment Due Date**

The final payment due date will be clearly marked on the applicable invoice. If there is any outstanding balance by the Final Payment Due date listed on your invoice, a late fee will automatically be added to your invoice one day after your final payment date. Late fees vary. Please see each individual tour description for late fee cost. If final payment, including the late fee, is not received within three days of the original Final Payment Due date, Traveler's reservation shall be cancelled and Traveler's full deposit, including trip insurance, and any cancellation charges shall be forfeited by Traveler and retained by MacTravel Services.

## **Roommate Payments**

Roommates must complete separate registration forms and submit their deposits in order to secure a reservation. Once the registration forms and deposit are received, each roommate can make separate payments. All roommates must state who they will be sharing rooms on the registration form. It is all the roommates' responsibility to ensure that their fellow roommates are making regular payments. Failure of a roommate to make such payments may result in forfeiture of deposit, as provided in the "Installment Payments" Section above.

## **Declined Payments**

A declined payment will not be automatically resubmitted. If the payment is declined, an email will be sent to request another form of payment. After the second declined payment the reservation may be canceled, and all previous payments will be forfeited. It is the responsibility of the Traveler to ensure the correct credit card payment information has been submitted, which includes the following: credit card holder's name, billing address, phone number, credit

card type, credit card number, expiration date and three-digit security code. Please refer to The MacTravel Services Privacy Policy for policies regarding disclosure/non-disclosure of personal information, i.e., credit card information.

### **Cancellation & Cancellation Fees**

Cancellations and refund requests must be in writing and cannot be made verbally. Requests should be sent to [corrine@mactravel.com](mailto:corrine@mactravel.com). If a cancellation is received in writing by The MacTravel Services before the final payment due date of your trip, the non-refundable deposit will be forfeited by the Traveler and retained by MacTravel Services in addition to any airline, hotel or excursion imposed fees or cancellation charges. The remaining balance may be refunded or put towards a future trip taking place within 365 days of the cancellation approval.

The cancellation/refund schedule will be provided to each Traveler with their applicable invoice.

Refunds will be processed to the credit card(s) originally used for payment, or through company check if payment cannot be reversed to your credit card(s).

In the event of a cancellation by MacTravel Services or any third-party suppliers, all participating Travelers will be entitled to a full refund, including deposit.

### **Reinstatement of Reservations**

If your travel reservations have been cancelled, and you notify us within 14 days that you want to reinstate your reservations, a service reinstatement fee of \$50 (\$150 for international trips) will be added to your invoice and must be paid in advance in order to apply for reconfirmation of services.

### **Reservation Changes**

Changes to an existing reservation, whatever the cause, will incur a \$50 per person charge plus any additional third-party supplier fees. This includes name changes and removal of any services such as optional tours and transfers. Please note that name changes to airline reservations are subject to full cancellation and rebooking. Replacing a traveling passenger with another traveling passenger constitutes a cancellation, subject to cancellation penalties, and is not covered by this Reservation Changes policy. Changes or additions after departure are subject to local rates at the time of amendment and must be paid directly by the Traveler to the third-party supplier or service provider. There are no refunds for unused services.

## AIRFARE, ACCOMMODATIONS AND ACTIVITIES

### **Airlines**

MacTravel Services is not responsible for the services and policies imposed by the airlines. Airline schedules and flights are subject to change without notice. MacTravel Services is not responsible for penalties incurred for tickets, international or domestic, not issued by MacTravel Services due to schedule and/or flight changes. Airlines reserve the right to demand immediate issuance of tickets whenever they determine that specific flights are heavily booked even when normal ticketing rules do not require tickets to be issued until a later date. In this instance, MacTravel Services will require immediate and full payment of the airfare. This situation overrides invoice terms and conditions and payment due dates. If full payment is not received, seats will be cancelled by the airline and may not be available to be rebooked on the same flights or at the same airfare. Any replacement air arrangements and airfare will be the sole responsibility of the passenger.

**Airline Tickets:** Once full payment is received, MacTravel Services airline tickets will be issued and are fully non-refundable. Should airline tickets require to be issued earlier than the Final Payment due date, you may be required to pay a larger non-refundable deposit and/or complete full payment.

**Airline Seating:** All airfare will be quoted for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airlines policies and may not be able to be made until you are at the airport on the day of departure.

**Airline Frequent Flier Programs:** Travelers are responsible to their airline directly regarding mileage eligibility and accrual with an airline frequent flier program. Airline frequent flier programs determine whether to award miles in part or total based on their own rules which are updated frequently. Some airfares are not eligible for mileage accrual.

**Contact Information:** Pursuant to TSA Secure Flight requirements, Traveler(s) are responsible to provide MacTravel Services with their name as it appears on their passport (or other government-issued I.D. when traveling), date of birth, gender, address, phone number, email and fax data for all travelers. Traveler(s) must ensure that names are correctly listed on their invoice. MacTravel Services will not be responsible for Traveler(s) who do not receive an invoice or documents or are denied boarding due to inaccurate information.

**Airline Name Changes:** Any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to current availability and pricing at the time of rebooking. Once airline tickets are issued, subsequent name corrections will be subject to an airline rebooking fee which may be as much as the full value of the airline ticket plus a \$50 revision fee per change. MacTravel Services will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing at [corrine@mactravel.com](mailto:corrine@mactravel.com).

**Airline Taxes & Fuel Surcharges:** If you purchased airfare, airline taxes and fuel surcharges are included. Prior to completion of full payment there is a potential for a price increase(s) due to increases in government levied taxes and fees and/or fuel surcharges. To avoid potential increases, you may choose to accelerate your final payment in order that your tickets may be issued. Once issued, airline tickets are no longer subject to potential increases but are fully non-refundable. Certain overseas domestic flights are subject to air taxes which can only be paid locally; in these cases, the specific flights and amounts of those taxes are indicated in our package presentation and pre-departure documentation.

**Schedule Changes:** In the event of an airline schedule change, MacTravel Services will make every effort to inform Traveler(s) of the schedule change and new flight schedule prior to departure. MacTravel Services is not responsible for schedule changes including, when applicable, changes in routing and/or the number of stops in the itinerary. MacTravel Services is unable to provide compensation for schedule changes, seat assignment modifications, or cancellations implemented by an airline. In the event of any change in flight itinerary made directly between Traveler(s) and their airline, it is the traveler(s)' responsibility to advise MacTravel Services of amended flight details in writing at [corrine@mactravel.com](mailto:corrine@mactravel.com). MacTravel Services cannot be held responsible for land services, including arrival and/or departure transfers, if flights are changed without its knowledge.

## **Luggage**

Each airline has its own policy regarding luggage. Traveler will be responsible for paying to the airline any additional charges for checked or overweight baggage. MacTravel Services strongly recommends that you obtain an insurance policy covering the value of your items. Further, MacTravel Services shall not be responsible for any lost, damaged or stolen luggage or personal items, and Traveler(s) agree to release and hold harmless MacTravel Services from any losses, claims, damages or actions regarding such lost, damaged or stolen luggage or personal items.

## **Hotel Accommodations**

Unless otherwise specified, all rooms requested are standard rooms with two single beds and private facilities, unless you have specifically requested a king/double size bed. Please understand, although we will make a bed type request on your behalf, bed types are subject to availability. Room selection in all cases is strictly at the discretion of the hotel's management on a run-of-house basis. All hotel rates are based on The MacTravel Services' agreements with its suppliers and are not negotiable. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations.

## **Hotel & Cruise Profiles**

MacTravel Services' hotel and cruise ship profiles are based upon information provided to MacTravel Services by hotel and cruise ship partners and their representatives, including images and descriptions of individual properties. Star-ratings may differ from country to country. MacTravel Services does its best to maintain current information, however, is not responsible for any inaccuracies, changes in description details or amenities, or images provided by third parties.

## **Sightseeing & Itinerary**

Tours have been designed to accommodate individuals as well as groups. Times listed in itineraries are approximate and meant only as guidelines. Some itineraries may have early morning start times for sightseeing in order to complete the touring during daylight hours or avoid afternoon heat in tropical and desert climates. It is Traveler(s)' responsibility to arrive on time for all scheduled flights, cruises, and package components. Arriving late may be considered a "no-show", in which case Traveler(s) will not be eligible for refund for the unused service(s). MacTravel Services cannot guarantee the number of passengers who will be on any given tour. Traveler(s) may find that they are traveling with a sizeable group or only with their own companions. Services, however, will remain constant no matter the number of tour participants. On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures. Occasionally, during holidays and certain periods, and/or due to unforeseen circumstances including weather conditions there may be last-minute changes, sometimes after arrival, in affecting the sequence of the tour, locations visited and/or hotels. Therefore, MacTravel Services reserves the right to adjust the sequence and/or substitute any hotels with others of similar category. In such cases there will be no cost adjustment. National monuments and tourist sites regularly undergo renovations, which can

obscure the monument's view. No tour will be canceled due to renovations; however, MacTravel Services will decide based on the conditions whether to amend an itinerary. Itineraries may contain suggestions for activities for your leisure time; these suggestions do not constitute an endorsement of any specific third-party service provider and the decision to participate in any such activities should be made independently and with due consideration.

## **Rail**

Once full payment is received, MacTravel Services will select train times, rail tickets will be issued and are fully non-refundable, except where requested in writing prior to final payment. Traveler(s) traveling with a group may not request alternative train times. Once issued, rail tickets are valid for the dates and times specified. Some exchanges must be done locally at the station due to fare restrictions. Changes may be subject to local charges, fees, and fare increases. Once the booked train has departed, changes are no longer possible, nor can amendments be completed on board the train. MacTravel Services does not control seat assignments which are entirely at the discretion of the third-party rail companies. Once rail tickets are issued, they are fully non-refundable and non-changeable.

## **Cruises**

Ship & Itinerary Changes: Cruise itineraries and ships are subject to change without notice. Furthermore, cruise ships may be chartered and/or departure dates canceled, in which case all monies, including applicable deposits, shall be refunded. MacTravel Services takes no responsibility for ship substitutions or itinerary changes imposed by a cruise line and is not responsible for any losses Traveler(s) may incur including the issuance and/or cancellation of airline tickets or visa fees.

Medical Services: Many ships do not carry a doctor or nurse onboard. Should medical attention be required, local services will be contacted. Resulting charges will be the responsibility of the Traveler(s). MacTravel Services and the cruise ship operator are not responsible for the services provided.

## **HOSTED PRE-PACKAGED GROUP TRIPS**

### **Deposits & Reservation**

All reservations for hosted pre-packaged group trips must be made no later than 30 days prior to departure. A traveler that registers for a hosted group trip less than 60 days before departure is required to pay the full balance for the hosted group trip at the time of registration.

## **Meals**

Meals are as specified in each hosted group trip itinerary. Meals are based on the hotel's or restaurant's buffet or set menu. In general, beverages are not included, unless specifically stated. Although MacTravel Services cannot make guarantees, every effort will be made to honor special dietary requests submitted in writing at least 4 weeks prior to departure. Email request to: [corrine@mactravelservices.com](mailto:corrine@mactravelservices.com).

## **Transfers**

Transfers are provided as indicated for each hosted group tour by car, minibus, or motor coach provided airfare is purchased from MacTravel Services. If Traveler(s) purchase a land-only tour, or if Traveler(s) deviate from the arrival and/or departure dates as stated in the applicable itinerary, Traveler(s) will have the responsibility to purchase their own transfer to the hotel. In case of a delay, whether due to immigration and customs, or time spent reporting baggage damaged or lost, it will be Traveler(s)' responsibility to make other transfer arrangements such as a taxi. Transfer costs are not refundable, and any additional expenses will be Traveler(s)' responsibility.

## **Hosted Group Travelers with special needs or disabilities**

Participants requiring any form of assistance, including travelers with physical disabilities, sight or hearing impairments, are required to notify MacTravel Services prior to reservation for review and our agreement. Additionally, the tour participant must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. In order to participate in escorted tours, passengers must be able to understand and follow instructions given by the Tour Director at all times, both for the successful operation of the tour as well as for their personal safety. MacTravel Services reserves the right to reject participation or remove any individual from a tour if notification was not provided and/or when, in our sole judgment, continued participation would significantly hinder the services to be provided to all guests. Expenses, including cancellation fees and/or costs for alternate travel plans or to return home, will be the sole responsibility of the Traveler(s). Escorted tours are fast paced, often requiring lengthy walks over uneven terrain. In the interests of group harmony, Traveler(s) should be able to maintain the pace of the tour. Traveler(s) with special needs may be better served independently.

## **Hosted Group Health Requirements**

Traveler(s) should check with their healthcare provider for up-to-date requirements. Traveler(s) may also check the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) and/or the World Health Organization (<http://www.who.int/en/>) for their recommendations. Required inoculations, if any, must be recorded by traveler's health practitioner on a valid vaccination certificate which the traveler must carry for proof of inoculation where required. Travelers with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. Any traveler who arrives to the destination ill with apparent fever or becomes ill during the tour, will be removed from the group and directed to a local medical facility for diagnosis. Only upon clearance by an accredited medical facility will that traveler be allowed to resume group travel. All costs associated with medical treatment and related expenses such as additional hotel nights or transportation not included in the original itinerary, will necessarily be borne by the passenger.

### **Roommate Matching**

Roommate matching is available on some of our hosted group vacations and will be indicated in the trip details. Traveler(s) will be matched with a roommate once they have paid more than 75% of the balance of the applicable travel reservations and provided the person Traveler will be matched with has also paid 75% of his/her balance. After Traveler has submitted a profile and when 75% of Traveler's reservation has been paid, Traveler will begin to receive email notifications from MacTravel Services with the name, email address, and profile of other solo Traveler(s) on Traveler's tour that have also expressed an interest in finding a roommate. Traveler's information will in turn be provided to those same solo Traveler(s). Traveler will have two weeks to select a roommate and notify MacTravel Services. Traveler(s) who do not have a roommate by the final payment due date will have to pay the remaining balance due for a single occupancy traveler.

### **Group Harmony**

To ensure the desired hosted group synergy, MacTravel Services, reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group, including, but not limited to, individuals who are intoxicated and/or under the influence of drugs leading to a negative experience for the remainder of the group. Expenses, including cancellation fees and/or costs for alternative travel plans or to return home, will necessarily be borne by the passenger. All unused services are non-refundable.

### **Use of Travelers' Images in Promotional Materials**

Photographs and video taken by MacTravel Services representatives while on a hosted group tour are the property of MacTravel Services and may be used in promotional materials. Any Traveler who does not wish to have their photograph or video footage used in promotional material MUST advise MacTravel Services in writing no later than the tour's final payment due date. By purchasing and booking a hosted group trip, Traveler agrees to allow use of any photograph or video taken of the Traveler by MacTravel Services while on such hosted group trip.

## **PRIVATE CUSTOM GROUP TRIP**

### **Group Designation**

A minimum of 10 individuals are required for Privat Custom Group Trip (also referred to herein as "PCGT") travel planning services with MacTravel Services.

### **Complimentary Consultation**

A complimentary travel consultation via phone or in person with the designated group leader will take place to acquire all information needed to create a custom itinerary for the group.

### **Service Fee**

The group leader will be informed of the PCGT planning fee at time of consultation or post review of their initially submitted trip request form. Full payment of fees to retain professional services, along with a completed Service Agreement, are required by all group leaders. These fees are non-refundable and non-transferable. Proposal development, delivery and related travel services will not begin until travel planning fee is received.

### **Travel Proposal & Reservations**

Travel proposals/quotes will include options based on the information gathered via the travel inquiry form or initial consultation. Price quotes are not guaranteed until a deposit is submitted by the Traveler by the deadline required by the third-party vendor. Third party suppliers/vendors hold reservations until "Deposit Due Date" indicated on Traveler's confirmation. If deposit/payment is not made on or before the Deposit Due Date, reservations are automatically cancelled.

## **Time Frame**

The group leader will receive most proposals within 7 business days post initial consultation and any follow up phone calls or emails if more information is required. Complicated travel itineraries may take longer.

## **ADDITIONAL TERMS AND CONDITIONS**

### **Pregnant Women**

MacTravel Services advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them participate in the trip.

### **Traveler Health**

MacTravel Services recommends that all Traveler(s) be in good physical and mental health and have medical approval prior to travel. The activity levels for all MacTravel Services hosted group trips may require walking and other physical exertion.

### **Wheelchairs & Walkers**

**USA Tours:** Pursuant to the Americans with Disabilities Act (the ADA), MacTravel Services seeks to accommodate disabled travelers to the extent possible and consistent with the specific tour itinerary. Nevertheless, traveler(s) may find that certain tour features may not be accessible to the extent that traveler(s) require a wheelchair, scooter, or other special equipment to participate. MacTravel Services cannot provide individual assistance to Traveler(s) with wheelchairs or other mobility devices. Some itineraries cannot accommodate wheelchairs or motorized scooters. Travelers are required to advise MacTravel Services of their accessibility requirements prior to booking in order for MacTravel Services to determine if reasonable accommodations are available. MacTravel Services will endeavor to accommodate special access needs but does not guarantee that it will be able to do so in all cases.

**International Tours:** Hotels, sea and river cruises outside of the United States are not required to comply with ADA requirements and therefore may not have ramps, wide entryways or elevators to accommodate disabled passengers or devices such as wheelchairs, walkers and motorized scooters. Due to physical constraints and space limitations, it may be the case that wheelchairs, walkers and motorized scooters may not be taken aboard such motor coaches and river cruises.

## **Children**

All children under 18 must be accompanied by an adult. Minimum age for children on most tours is 6 months. Minimum age for South Africa and Dubai Tours is 12. Minimum age for European Tour programs is 12. Minimum age for cruise tours is 6 months old and child must sail in a cabin with an adult over 25 years of age. Discounts for children sharing a room as third person may apply to children under 12 at some resorts on Caribbean and Mexico tours. Accompanying adults are responsible for the safety of their children including providing any necessary safety equipment (such as infant child seats) where appropriate. Please note that many countries have adopted practices to prevent international abductions of children. If a person under the age of 18 years will be traveling with an adult other than his/her parents, or with only one parent, a notarized letter written by the parents, or non-travelling parent, granting authorization to travel, including the dates of travel should be carried.

MacTravel Services will set a minimum age for travel on each of its hosted group packages.

## **Service Animals**

Service animals may not be accommodated on international escorted tours. Traveler(s) on USA escorted tours who require a service animal because of a disability should check with MacTravel Services prior to booking a tour.

## **Travel Insurance**

Travel insurance is not required but is strongly recommended in order to protect your investment and provide coverage for trip cancellation or interruption. Travel insurance can also be helpful should issues arise during your vacation, i.e., lost luggage, delayed flights, hotel issues, medical expenses, etc.

## **Passports and Visas**

Traveler(s) are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas or passports are required. Passports are required to be valid for at least 6 months after the date of travel. Some countries require a full blank "VISA" page in the passport for stamping purposes. Any information provided on travel description pertains to US citizens only. Non-US citizens should check with the respective consulate of the country(s) to be visited for current entry requirements. We strongly suggest all cruise Traveler(s) to have a valid passport in their possession while cruising.

## **Travel Documents**

Travel documents, including e-ticket itineraries, are sent via email approximately 4 weeks prior to departure provided full payment has been received by MacTravel Services. If paper documents are requested when e-documents are available, documents will be delivered via USPS approximately 14-21 days prior, and a fee of \$25 will apply. A complete street address is required (no PO boxes).

## **Use of 3rd Party Operators**

Some trips, as noted in the itinerary, are scheduled with third party tour operators who sell their tours to the general public. The Traveler acknowledges that other groups and/or individuals may be a part of the same tour.

## **LIMITATION OF LIABILITY**

MacTravel Services, in providing consultations, making reservations, and issuing any travel documents relating to travel or transportation are acting solely in their capacity as agents for the carrier, tour company, transfer company, resort or hotel. Traveler(s) assume the risk of, and agree that MacTravel Services (as defined below) shall not be liable for any damages, losses, claims, judgments, penalties or fines ("Claims") arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, pandemics, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent/patent defects even though existing at commencement of the trip, desertion or revolt of crew, or lost/damaged/stolen/delayed luggage. **Traveler(s) shall fully release, indemnify, defend and hold harmless MacTravel Services, its employees, owners and agents (collectively referred to herein as "MacTravel Services") from and against any and all suits, actions, or proceedings, at law or in equity, and from any and all Claims or liabilities of any kind whatsoever, including without limitation claims for bodily injury, death, or property damage, loss of wages, loss of services, or any other kind of loss, expenses, fines, or penalties (including punitive and/or exemplary damages), which arise directly or indirectly out of, or are in any way related to the trip, without limit, and without regard to the cause or**

**causes thereof, including without limitation the gross, sole, joint, partial, or concurrent negligence or fault of MacTravel Services, the strict or absolute liability of MacTravel Services, and whether groundless or not. Traveler(s) agree that, in the event the law governing these Terms & Conditions limits in any way the extent to which indemnification may be provided to MacTravel Services, these Terms & Conditions shall automatically be amended to provide for indemnification to MacTravel Services to the maximum extent permitted by the applicable law.**

Only those who have accepted the Terms & Conditions and affirmatively indicated their consent to be bound by the Terms & Conditions may make a booking with MacTravel Services. Without this acceptance any order is subject to cancellation at any time. By purchasing and booking any trip with MacTravel Services, Traveler affirmatively accepts the Terms & Conditions herein, including without limitation the agreements within this Limitation of Liability Section.

**MacTravel Services shall not be liable for any special, indirect, punitive or consequential damages.** No terms or conditions which conflict with those stated herein, whether contained within a written agreement, purchase order, shipping release or elsewhere, and no written or oral agreement that purport to vary these Terms & Conditions shall be binding upon MacTravel Services unless hereafter set forth and agreed to in a writing by MacTravel Services. The rights and remedies of MacTravel Services stated in these Terms & Conditions are cumulative and are in addition to any other rights or remedies provided by law.

The failure of MacTravel Services to act with respect to a breach of these Terms and Conditions by Traveler(s), or others, does not waive its right to act with respect to subsequent or similar breaches. MacTravel Services does not guarantee it will take action against all breaches of these Terms & Conditions.

## **SEVERABILITY**

If any provision of these Terms & Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions.

## **MANDATORY ARBITRATION / FORUM / CHOICE OF LAW**

Any controversy or claim arising out of or relating to these Terms & Conditions or any trip, whether brought *in rem* or *in personam*, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in the State of Illinois,

USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in these Terms & Conditions, or any other applicable provision(s). Such proceedings will be governed by substantive Illinois law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of Illinois and have a minimum of 15 years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth in this provision.

## **MODIFICATION OF TERMS AND CONDITIONS**

These Terms & Conditions may be amended or modified by MacTravel Services at any time without notice. It is therefore essential that Traveler consult the Terms & Conditions prior to making every booking, particularly to ensure what provisions are in operation in case they have changed since the last time an order was placed by Traveler.