



NAVIGO TOURS LLC General Terms and Conditions

These terms and conditions define our responsibility with respect to all our tours. Please read them carefully.

1. Applicability.

(a) These terms and conditions for services (these “**Terms**”) are the only terms that govern the provision of services by NAVIGO TOURS LLC D/B/A NAVIGO SPORTS TOURS (“**Service Provider**”) to customers desiring to participate in a tour (“**Customer**”).

(b) The accompanying online registration (the “**Registration**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Registration, this Agreement shall govern. Registration and/or payment of any deposit represents acceptance of these Terms.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless whether or when Customer has submitted its Registration. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Services. Service Provider shall provide the services to Customer as described in the Registration (the “**Services**”) in accordance with these Terms.

3. Enrollment. All Registrations are to be completed online. Registration must be received by Service Provider by at least one hundred ten (110) days prior to Customer’s departure on a tour. Customer will be asked to provide complete first, middle, and last name, and date of birth as they appear (or will appear) on their passports, specify any travel preferences, and be required to pay a deposit in order to complete Registration.

4. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Registration, and any such dates shall be estimates only.

5. Customer’s Obligations. Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services;
- (b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;
- (c) provide such Customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and



(d) obtain and maintain all necessary (i) visas, passports, and other identification documents and (ii) consents in relation to the Services before the date of departure on any tour.

6. Customer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Change Orders.

(a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. As an IATAN certified travel agent, Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) any impact the change might have on the performance of the Services.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"); provided, however, Service Provider shall charge a minimum fee of \$50 per guest in the event of a private group trip. Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 23.

(c) Notwithstanding Section 7(a) and Section 7(b), Service Provider may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation. This includes, without limitation, the right for Service Provider to: (i) make any changes in itineraries, hotels, restaurants, carriers, programs, or any other services without notice that it deems necessary; (ii) accept or reject, or terminate or expel, anyone as a tour participant for any reason whatsoever; and (iii) to substitute both trip leaders and hotels from those listed on the website and or other publications, as well as rearrange the order of places to be visited and make reasonable changes in the itinerary where deemed advisable for the comfort and well-being of tour participants.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

8. Fees and Expenses; Payment Terms.

(a) In consideration of the provision of the Services by Service Provider and the rights granted to Customer under these Terms, Customer shall pay the fees set forth in the Registration.



(b) Customers shall have the option of paying in a single lump sum or being invoiced over time as described in the Registration.

(c) Customers must select a payment method of either direct debit from a checking account or an ATM/debit card. For convenience, Customers are automatically enrolled in paperless billing. Customers who prefer to receive invoices by mail may request this by calling our office at 1-855-NAVIGO-1 extension 2.

(d) Travelers must provide a valid email address and pay Service Provider's non-refundable deposit before the enrollment is activated.

(e) Payments received five (5) business days or more after the payment due date will be charged a nonrefundable \$25 late fee.

(f) If a payment is later than fifteen (15) business days or more after the payment due date, Customer's application will be considered temporarily suspended and subject to a non-refundable \$100 reinstatement fee.

(g) Prices are quoted in U.S. Dollars and all payments must be made in U.S. Dollars whether by check or credit card. All payments submitted less than fifteen (15) days prior to departure must be by credit card or cashier's check.

(h) Prices listed on Service Provider's website/enrollment forms are subject to change in the event of exceptional cost increases and/or currency exchange rate fluctuations.

(i) For tours that include airfare, orders submitted beyond the "sign-up period" as stated in the Registration are subject to price changes due to fluctuations in air transportation costs.

9. Cancellations.

(a) Generally. The cancellation policies outlined below take into consideration the costs Service Provider incurs following Registration and prior to any tour departure. Notice of cancellation must be in writing and will only be accepted from the Customer, his or her legal guardian, or the group administrator (for private tours). If it becomes necessary for a Customer to cancel, notice of cancellation must be sent to Service Provider and must include the name(s) and invoice number(s) of the Customer. The date of cancellation will be the date on which Service Provider receives the completed cancellation notice from Customer. Refunds following cancellation shall only be made to the person whose name appears on the account, or in the case of a minor, to the legal guardian who registered the minor. If you are cancelling from a private group tour, any payments made by the group administrator on a guest's behalf will be returned to that party. If you participated in the Navigo Tours LLC Sweepstakes fundraising program, the amount fundraised will be retained by Service Provider and distributed to the other guests still traveling. If the private group tour is entirely cancelled, the Navigo Tours LLC Sweepstakes funds will be retained as a future credit. In order to qualify for refunds in accordance with Service Provider's standard cancellation policies (below), all original payments must have been received on time.

(b) Standard Cancellation Policy for Individuals.



(i) 150 days or more prior to tour departure: Full refund less non-refundable deposit, and all non-refundable fees, deposits or bookings made in good faith on the guest's behalf.

(ii) 110 to 149 days prior to tour departure: Full refund less non-refundable deposit, all non-refundable fees, deposits or bookings made in good faith on the guest's behalf, and a \$500 cancellation fee.

(iii) 45 to 109 days prior to tour departure: Full refund less non-refundable deposit, all non-refundable fees, deposits or bookings made in good faith on the guest's behalf, and 50% of the total tour price.

(iv) 44 days or less prior to tour departure: No refund will be issued.

(c) Standard Cancellation Policy for Private Group Tours.

(i) 150 days or more prior to departure: Full refund less non-refundable deposit, all non-refundable fees, deposits or bookings made in good faith on each group guest's behalf, and an additional \$200 cancellation fee per guest.

(ii) 110 to 149 days prior to departure: Full refund less non-refundable deposit, all non-refundable fees, deposits or bookings made in good faith on each group guest's behalf, and a \$500 cancellation fee per guest.

(iii) 60 to 109 days prior to departure: Full refund less non-refundable deposit, all non-refundable fees, deposits or bookings made in good faith on each group guest's behalf, and 50% of the total program price.

(iv) 59 days or less prior to departure: No refund will be issued.

(d) Additional Cancellation Terms for Private Group Tours. Pricing for private/customized group trips is based on the conditions contained in the group contract and, in many cases, prices are conditional on group size. Private group tours are custom itineraries available only to guests invited by the group administrator (generally a coach, teacher/professor, school, or other administrator). A group administrator must accompany travelers on the private group tour. If the group organizer is unable to travel, a replacement must be found or Service Provider may cancel or delay the tour in its sole discretion. The group administrator is empowered to cancel the entire group trip with notice to Service Provider.

10. Representations and Warranties.

(a) Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) The Service Provider shall not be liable for a breach of the warranty set forth in Section 10(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within 7 days of the time when Customer discovers or ought to have discovered that the Services were defective.



- (c) Subject to Section 10(b), Service Provider shall, in its sole discretion, either:
 - (i) repair or re-perform such Services (or the defective part); or
 - (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN SECTION 10(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(a).

11. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BY OFFERING FOR SALE TRAVEL TO ANY DESTINATIONS, NEITHER SERVICE PROVIDER NOR ANY OF ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS REPRESENTS OR WARRANTS THAT TRAVEL TO SUCH DESTINATIONS IS SAFE, ADVISABLE OR WITHOUT RISK, AND NEITHER SERVICE PROVIDER NOR ANY OF ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. SERVICE PROVIDER URGES CUSTOMERS TO REVIEW CURRENT TRAVEL ADVISORIES, WARNINGS AND RESTRICTIONS ISSUED BY THE UNITED STATES GOVERNMENT BEFORE BOOKING ANY TRAVEL.**

12. Customer Responsibilities. Service Provider is only responsible for coordinating the items listed in the Registration. The suppliers providing transportation, sightseeing arrangements, local tours, excursions, accommodations and other travel products and services ("Suppliers") for the overall tours are independent contractors and are not agents, affiliates, representatives or employees of Service Provider. Service Provider has no ownership interest in any Supplier. Although we endeavor to choose the best Suppliers available, Service Provider has no right to control Supplier operations.

BY UTILIZING THE SERVICES OF SERVICE PROVIDER AND THE SUPPLIERS, CUSTOMER AGREES THAT NEITHER SERVICE PROVIDER NOR ANY OF ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS SHALL BE LIABLE FOR (1) ANY ACCIDENT, LOSS, INJURY OR DAMAGE TO YOU OR TO THOSE TRAVELING WITH YOU IN CONNECTION WITH ANY ACCOMMODATIONS, TRANSPORTATION OR OTHER SERVICES OR RESULTING DIRECTLY OR INDIRECTLY FROM ANY OCCURRENCES OR CONDITIONS INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ACTS OF GOD, DANGERS INCIDENT TO THE SEA, HIGH ALTITUDE, FIRE, DEFECTS IN VEHICLES, MACHINERY OR EQUIPMENT BREAKDOWN OR MALFUNCTION (INCLUDING, WITHOUT LIMITATION, BICYCLES, KAYAKS, CANOES, RAFTS, AND SKIS), HORSE OR OTHER ANIMAL, ACTS OF GOVERNMENTS, DE JURE OR DE FACTO, WAR, HOSTILITIES, TERRORIST ACTS OR THREATS, CIVIL DISTURBANCES, STRIKES, RIOTS, THEFTS, EPIDEMICS, MEDICAL QUARANTINES, CUSTOMS AND IMMIGRATION REGULATIONS, ENVIRONMENTAL OR WEATHER CONDITIONS, DEFAULTS, OR DELAYS OR CANCELLATIONS OF OR CHANGES IN ITINERARY, ROUTING OR SCHEDULES OR (2) ANY LOSS OF OR DAMAGE TO PROPERTY OR INJURY TO PERSONS, CAUSED BY REASON OF ANY ACT OR OMISSION, INTENTIONAL, NEGLIGENT OR OTHERWISE BY THIRD PARTY SUPPLIERS. SERVICE PROVIDER MAKES



NO IMPLIED OR EXPRESS WARRANTIES IN THE OFFERING OF ANY TOUR DESCRIBED IN THESE MATERIALS.

BY USING THE SERVICES, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS VOLUNTARILY PARTICIPATING IN THIS TRIP WITH THE KNOWLEDGE OF THE NUMEROUS POTENTIAL RISKS AND DANGERS INVOLVED, INCLUDING, BUT NOT LIMITED TO: NEGLIGENCE IN ANY MANNER ON THE PART OF SERVICE PROVIDER INCLUDING, WITHOUT LIMITATION, NEGLIGENCE IN THE CONDUCT OR ARRANGEMENT OF THE TRIP IN ANY RESPECT FROM INCEPTION TO COMPLETION, NEGLIGENCE WITH REGARD TO EQUIPMENT (I.E. BICYCLE, KAYAK, CANOE, RAFT, SKIS, SNOWSHOES, ETC.) SELECTION OR MAINTENANCE, OR IN THE MAINTENANCE OR OPERATION OF ANY VAN OR OTHER MOTOR VEHICLE UTILIZED TO TRANSPORT PASSENGERS; PHYSICAL EXERTION FOR WHICH CUSTOMER IS NOT PREPARED; THEFT; DELAYED DEPARTURES AND ARRIVALS; ACCIDENT OR ILLNESS WITHOUT ACCESS TO MEANS OF RAPID EVACUATION OR AVAILABILITY OF MEDICAL SUPPLIES OR SERVICES; THE ADEQUACY OF MEDICAL ATTENTION ONCE PROVIDED; AND STOLEN, LOST, OR MISPLACED LUGGAGE.

ALL TRAVEL DOCUMENTS AND REQUIRED PERSONAL IDENTIFICATION, AS WELL AS COMPLIANCE WITH IMMIGRATION, CUSTOMS AND AGRICULTURAL REGULATIONS, ARE YOUR RESPONSIBILITY.

Limitation of Liability. BY MAKING A REGISTRATION, CUSTOMER ACKNOWLEDGES THAT IN ALL EVENTS, SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THAT THE SOLE EXTENT OF SERVICE PROVIDER'S LIABILITY, IF ANY, SHALL NEVER EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SERVICE PROVIDER.

13. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

- (a) fails to pay any amount when due under this Agreement [and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment];
- (b) has not otherwise performed or complied with any of these Terms or the Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

14. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.



15. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, other potential disaster or catastrophe, such as pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority (including in connection with any of the foregoing); and (g) national or regional emergency (each a "Force Majeure Event"). The party suffering a Force Majeure Event shall give reasonable notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

16. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule.

19. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New Hampshire in each case located in the City of Manchester and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20. Notices. All notices herein shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

21. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



22. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.