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# TOUR APPLICATION

Booking Ref (for office use)

This application is a binding agreement between **Big Five Tours & Expeditions**, herein referred to as "**Passenger**", intending to travel with **Big Five**. This application constitutes an official **Passenger** registration on a **Big Five** tour, and acceptance by same of the accompanying General Terms & Conditions. <u>Please print in black ink and be sure to sign and date this application as requested.</u> This application can be completed for up to 2 persons. Please make additional copies of this application as deemed necessary. All information collected is for use solely by **Big Five** and its overseas operating companies. **Passenger** privacy is respected. We do not rent or sell any information supplied on this form.

Please return this completed application by mail or fax to +1 772 287 5990

**IMPORTANT:** In the event BIG FIVE is not in receipt of this fully completed, signed and dated tour application, prior to departure, PASSENGER shall <u>not</u> be permitted to commence a Big Five program, and shall be subject to applicable cancellation penalties. A parental signature is required for any traveling Passenger, under the age of 18 years.

parental signature is	s required ic	or any trave	iing Passenger, un	der i	The age of 16 years.			
Tour Name						Tra	vel Dates	
Room Type Requested Double Twin Triple Si						Traveled with Big Five before?		
Twin room implies room wi	ith 2 twin/singl cannot guarar	le person beds ntee any speci	<ul> <li>Triple room implies a fic bed type in advance</li> </ul>	roon	bed, as available at time of ch n for 3 person occupancy an gle supplement applies when	d may	No ☐ Yes	Where & When ar about Big Five?
Passenger 1 - Name (as it appears in passport)						Date of Birth		
Nationality		Passport N	Passport No.		Issue Date		Expiration Date	
Address		<u> </u>		Cit	y / St. / Zip or Postal Cod	le	1	Country
Tel (Day)			Tel (Evening)		Email			
Gender         Smoker           ☐ Male         ☐ Female         ☐ Yes         ☐ No			Height		Weight (lbs)	Diet / Medical / Mobility Restrictions		Restrictions
Signature (Required as	an acceptan	ce of Terms &	& Conditions)		Date			
Passenger 2 - Name (as it appears in passport)							Date of Birt	h
Nationality	Nationality Passport No		lo.		Issue Date		Expiration Date	
Address				Cit	y / St. / Zip or Postal Cod	le		Country
Tel (Day)			Tel (Evening)		Email			
Gender Smoker ☐ Yes ☐ No		Height		Weight (lbs)	Diet / Medical / Mobility		Restrictions	
Signature (Required as	an acceptan	ce of Terms &	& Conditions)		Date			
Emergency Contact - Name							Relation to	Passenger(s)
Tel (Day)		Tel (Evening)			Email	•		

# **GENERAL TERMS AND CONDITIONS**

#### **TOUR DEPOSIT & FINAL PAYMENT TERMS**

These terms apply to independent tours or brochure programs. Group tours have separate deposit terms, which are tour

To confirm a reservation with BIG FIVE TOURS & EXPEDITIONS (hereby referred to BIG FIVE), a tour deposit is required at time of reservations, as follows

Destination/Programs	Deposit Due Per Person		
Egypt; Ethiopia; Morocco; Asia, The Orient; South Pacific; most of South & Central America except Galapagos	\$500		
Any tour with Galapagos	\$1000		
Antarctica & The Arctic	\$1500		
Belize; Patagonia Expeditions with Mare/Via Australis or Explora Hotels; Orient Express Hotels, Trains & Cruise programs; Kenya; Tanzania; South Africa; Botswana; Namibia; Zambia, Zimbabwe; Mozambique; Malawi; Indian Ocean Islands (Madagascar; Mauritius; Seychelles)	25% of land cost		
Uganda & Rwanda	25% of land cost + non refundable cost of any Gorilla Tracking Permits		
Luxury Rail Journeys in India	30% of land cost		
Chile & Argentina Ski packages; Sky Dancer Cruises in Galapagos	35% of land cost		
Carnival & New Year packages in Brazil; Skorpios Cruises in Chilean Patagonia	50% of land cost		

We reserve the right to request additional deposits if required by hotels and suppliers, especially for peak periods such as (but not limited to) Christmas, Easter, Thanksgiving and New Year. This will be communicated at time of confirmation of booking.

Destination/Programs	Final Payment Due		
All except Antarctica & The Arctic	60 days before departure		
Antarctica & The Arctic	90 days before departure		

Some internal and international airfares have advance purchase and ticketing requirements which will be communicated at time of reservation. Additional payment to cover the costs of the airline tickets will be requested in order to issue the tickets. Airline tickets carry penalties as per rules of the fare. Penalties are also imposed for any changes to the air reservations made after ticketing.

For reservations received within 60 days of commencement of travel (90 days for Antarctica & the Arctic expeditions), the entire amount is to be submitted at time of confirmation, including premiums for any trip insurance purchased through BIG FIVE. insurance premiums are non refundable.

Reservations received within 30 days of departure date may be subject to a nonrefundable rush-booking fee of no less than \$50 per person to cover additional expenses incurred in expediting booking.

FORMS OF PAYMENTS ACCEPTED

Acceptable Forms of Payments: Check,
American Express, Visa, or MasterCard; Bank Wire Transfer. Travelers making payments by credit card will be required to complete a Credit Card Charge Authorization Form. and shall agree not to request any charge backs on their credit card until any disputed matters are resolved with BIG FIVE. Delayed payments without advance notice may result in tour cancellation, and forfeiture of all deposits. Payments made within 21 days of tour departure must be made by certified check or credit card.

#### **CANCELLATION PENALTIES FOR TOUR** LAND ARRANGEMENTS

These terms apply only to independent tours or brochure programs. Group tours have separate cancellation penalties, which are tour specific. All cancellation requests must be made in writing. Penalties are based on number of days prior to departure and apply to the land cost.

	Cancellation Benalty		
Destination/Programs	Cancellation Penalty Per Person		
Egypt; Ethiopia; Morocco; Asia, The Orient; South Pacific; most of South & Central America	60+ days \$250 59-31 days 50% 30-0 days 100%		
Any tour with Galapagos	90+ days \$250 89-60 days \$1000 59-31 days 50% 30-0 days 100%		
Antarctica & The Arctic	90+ days \$500 Quark Expeditions Fee + \$100 Big Five Fee 89-0 days 100%		
Belize; Patagonia Expeditions with Mare/Via Australis or Explora Hotels; Orient Express Hotels, Trains & Cruise programs; Uganda; Rwanda; Kenya; Tanzania; South Africa; Botswana; Namibia; Zambia; Zimbabwe; Mozambique; Malawi; Indian Ocean Islands (Madagascar; Mauritius; Seychelles)	60+ days 25% 59-31 days 50% 30-0 days 100%  + non refundable cost of any Gorilla Tracking Permits for Uganda & Rwanda programs		
Luxury Rail Journeys in India	60+ days 30% 59-31 days 50% 30-0 days 100%		
Chile & Argentina Ski packages; Sky Dancer Cruises in Galapagos	60+ days 35% 59-31 days 50% 30-0 days 100%		
Carnival & New Year packages in Brazil; Skorpios Cruises in Chilean Patagonia	60+ days 50% 59-0 days 100%		

We reserve the right to impose additional penalties as imposed by hotels and suppliers for peak periods such as (but not limited to) Christmas, Easter, Thanksgiving and New Year periods. This will be communicated at time of confirmation of booking.

#### **CHANGES & CANCELLATION OF AIR** RESERVATIONS

Cancellation for air reservations are subject to airline fare rules. Once airline tickets are issued, name changes, date changes, routing changes or cancellation of ticket are subject to \$50 administrative fee per ticket plus penalties assessed by airline which can include (but not limited to), ticket being non refundable and changes of any kind not permitted. We strongly recommend trip cancellation insurance.

#### **REVISION FEES**

A revision fee of \$50 per person will be charged for any alteration or revision made to a confirmed reservation. This fee shall also apply once final documents have been issued. No changes are permitted whatsoever within 30 days of tour departure; any change requested during this time will be treated as a cancellation and penalties assessed and new services requested subject to availability. The tour rate will be subject to revision.

#### **CLAIMS & REFUND POLICY**

Except for verifiable extenuating circumstances, there are no refunds, whatsoever, for any unused tour services including but not limited to accommodations, meals, internal flights or sightseeing. Any refunds for unused tour services shall be issued in the sole discretion of BIG FIVE. Any adjustment considered will be based on the actual cost of the service involved and not on a per diem basis. Any refund claims must be made in writing to BIG FIVE within 30 days of tour termination. A statement from the tour operating company must accompany all claims. BIG FIVE will not consider any request for refund received by it after 30 days of tour termination.

#### TRIP INSURANCE

Travel insurance is strongly recommended. Details of BIG FIVE'S plan will be sent with pre-departure information. Individuals that choose not to purchase insurance coverage will be liable for all costs in the case of cancellation, trip delays, damage or loss of baggage and medical emergencies, howsoever caused.

#### TOUR APPLICATION FORM

A Tour Application form must be fully completed, signed and submitted no later than final payment date. Correct passport names must be provided at time of reservations and on the Tour Application form. BIG FIVE will not be responsible for any errors as a result of misspelled names on these lists. Name changes are not permitted on most airlines. Name changes on air reservations will result in automatic cancellation of the existing air reservation by the airline. Rebooking will be subject to availability and new fares. Any action by the airline is entirely beyond the control of BIG FIVE. Re-issuing of tickets will be subject to airline Terms & Conditions and penalties will apply without exception. The final documents will not be issued if the Tour Application forms are not received by BIG FİVE. A signed Tour Application form is an acceptance of the tour program and rate confirmed, and also an acceptance of the tour Terms & Conditions by the traveler.

#### TRAVEL DOCUMENTS & PASSPORT AND/OR VISA REQUIREMENTS

Every passenger must be in possession of a current passport valid for at least six months from date of departure, round-trip airline ticket, and adequate funds for the duration of the stay. Obtaining a passport is the responsibility of each passenger. Details of any visa requirements (for US citizens only) will be given at time of reservations or with your pretrip information packet. Non U.S. citizens must consult with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the tour participant. A pre departure information packet containing helpful general information

on the destination booked, visa application forms, details on our trip insurance plan, and the official tour registration form below will be mailed to the booking agent upon receipt of the required tour deposit and BIG FIVE receiving confirmation from suppliers. Final documents, including trip itinerary, emergency contact information overseas, any airline tickets, luggage tags, travel document wallet and any necessary vouchers will be sent about 2-3 weeks prior to departure, provided full payment has been received by BIG FIVE.

#### BAGGAGE

Participants are limited to 1 piece of checked luggage and 1 carry on per person. On tour, please note that scheduled internal flights have a baggage restriction of 44 lbs per person except in Argentina which is 33 lbs per person. In Botswana, Zimbabwe, Namibia, Central America and on charter flights on tour, your luggage is strictly limited to 22 lbs per person. We recommend soft carrying baggage. Baggage and personal effects are at owners risk throughout the tour. BIG FIVE and associated companies shall not be liable for any losses or damage to baggage and personal effects as a result of negligence by airport baggage agents, hotel staff or other personnel not employed by BIG FIVE and associated companies, including and not limited to airlines, courier services, cargo staff, and the like.

#### **HEALTH REQUIREMENTS**

In order to enjoy the tour, passengers must be in general good health. Therefore, it is imperative that persons with medical problems make them known to us as soon as possible prior to departure. BIG FIVE and associated companies reserve the right to disqualify a tour participant at any time if, in the sole judgment of such entities, a tour participant is not deemed by them to be medically fit for travel. Such entities assume no liability regarding provision of medical care or any special medical accommodations. Our pre departure information will provide general recommendations for any inoculations or precautions required for the destination(s) booked, however, it is the responsibility of passengers to check with their medical professional, local health board or the Center for Disease Control in Atlanta for specific requirements.

#### **PREGNANCY**

Pregnant passengers must notify BIG FIVE of their ability to travel at time of deposit. They must submit a statement from their physician stating that they are allowed to travel. Passengers who fail to notify BIG FIVE of their pregnancy will be subject to the cancellation penalties as outlined above. Please note that trip insurance does not usually cover normal pregnancy. BIG FIVE will not accept passengers who are past their fifth month of pregnancy prior to start of the tour. A pregnant passenger assumes full risk of traveling while in such condition. BIG FIVE will not be responsible for providing any medical care or special accommodations for such condition.

#### LAND ARRANGEMENTS INCLUDE

Accommodations in deluxe, first class and/or best available based on single, double, or triple occupancy as requested by the passenger, with private facilities when available (the right is reserved to substitute accommodations of similar category when necessary); hotel taxes and service charges; meals (B=Breakfast, L=Lunch, D=Dinner); tour planning, handling, marketing and all operational charges; any internal air specified as included, ground and/or water transportation; airport / boat / hotel transfers; baggage handling and porterage at airports; all scheduled sightseeing arrangements; park

and entrance fees; medical air/mountain rescue services (in East Africa only); tour amenities; local guides and leadership.

Prices indicated in brochures or tariff sheets or written quotations for customized tours are based on tariffs and exchange rates effective at time of printing the brochure or itinerary. In the event of severe currency fluctuation, increase in fuel costs or tariff rates, the cost is subject to adjustment and the any such increases are to be paid by passenger.

#### **NOT INCLUDED**

Items not included are generally: Airport taxes of any nature, both domestic and foreign; international and internal air transportation on some programs; excess baggage charges as imposed by airlines; forwarding of baggage and purchases; cost of obtaining passport and visa; medical charges for inoculations; any items of a personal nature such as laundry, beverages, mineral water, some meals not included on programs, and telephone / email / satellite / cable / internet / fax charges; baggage, trip cancellation and personal insurance; and gratuities to tour guides, escorts, drivers, vessel/hotel staff including porters.

## ALTERATION TO TOURS AND ACCEPTANCE OF PASSENGERS

BIG FIVE and associated companies reserve the right to alter any route or other arrangements, offer substitutes, or to completely cancel the whole or any portion of a tour, should conditions necessitate. BIG FIVE reserves the right to decline to accept any person as a member of a tour should the presence of that person be prejudicial to the good conduct of the tour, or be contrary to the prevailing laws of the country visited.

### **USE OF PHOTOGRAPHY**

BIG FIVE and associated companies reserve the right to take photographs during the operation of a tour and may use the same for promotional purposes. By reserving a tour with BIG FIVE, tour participants agree to allow their images to be used for the purpose stated. If a tour participant does not wish to allow his or her image to be used, he or she must advise the guide/escort at the commencement of the tour.

#### **AIR TRANSPORTATION**

BIG FIVE and associated companies arrange jet transportation via ARC and IATA carriers in economy (coach) class unless another class of service is requested at time of booking. All airfares are subject to airline Terms & Conditions in effect as of the date of booking, and any changes made to an airline ticket after issuance are subject to any penalties imposed by the carrier. All airfares and/or addon quotes are from selected U.S. gateways as indicated in the tour program. Applicable U.S. Airport taxes will be added to fares, and must be paid by each passenger. Airfares, Air taxes and airline schedules are subject to government approval and may be altered without prior notice. Airfares are guaranteed upon receipt of the required air deposit. This airfare price guarantee does not include surcharges that are imposed due to government actions, which must be collected at time of ticketing. These surcharges include, but are not limited to, fuel surcharges, security surcharges, insurance surcharges or any other type of surcharge imposed by government entities. BIG FIVE and associated companies, or any supplier providing the prepaid services will not be responsible for extra expenses incurred due to flight cancellations or delays. All such expenses incurred are the responsibility of the passenger. Trip Delay Insurance is recommended.

#### ARBITRATION

Any and all controversies or claims arising out of or relating to these Terms and Conditions or the performance by BIG FIVE, including without limitation any claim related to illness, injury or death, shall be settled by binding arbitration in Stuart, Martin County, Florida, in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration does not waive or modify the liability release contained in the following paragraphs.

## TOUR OPERATOR RESPONSIBILITY AND LIABILITY

BIG FIVE and associated companies make arrangements for hotel / lodge / camp accommodations, for transport and conveyance by whatever means, as Agents, on the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle, or through the acts of defaults of any Company or person engaged in conveying the passenger or in carrying out the arrangements of the tours, or otherwise in connection therewith, or any hotel/lodge proprietor, employee, agent, servant or contractor.

BIG FIVE and associated companies accept no responsibilities for losses or additional expenses due to delays or changes in train, steamer, motor, air or other services, sickness, weather, strikes, civil disturbances, war, quarantine, force majeur, or other causes. All such losses or expenses will have to be borne by passenger. Such conveyance is subject to the laws of the country in which the tour takes place and all claims are subject to the jurisdiction of the courts of the country in which the cause of action arises.

BIG FIVE and associated companies reserve the right to employ sub-contractors to carry out all, or part, of the services provided and in the event of such right, the terms and clauses above relating to the Company's liability shall apply.

#### **AIRLINE RESPONSIBILITY & LIABILITY**

Airlines concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their planes. The passage contract, when issued, shall constitute the sole contract between the airlines and such purchasers of these tours and/or passengers and shall be governed by applicable tariffs and the provisions of the Warsaw Convention, if applicable. Such air conveyances are likewise being conveyed by them, subject to the laws of the countries involved. All tours, services, exclusive of transportation, transportation are furnished by contractors that are independent and that do not act for or on behalf of the carrier, nor are servants of the same, and neither do they have any business relationship with the carrier, as joint ventures or otherwise. Air carriers shall not be responsible or liable in any way for the accuracy of any representations of the tour operator and its agents on tours or tour services other than those contained in the tour brochures, or tour itineraries. Carrier liability for passengers' baggage is clearly stated on the passenger contract included on all tickets or can be inspected at the offices of the carrier. Carrier's liability for baggage shall in no event exceed the actual loss incurred by the passenger, subject to proof of the amount of the loss.

CST# 201942640