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Rochester NY 14620

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Terms and Conditions 2011

As always, our goal is to provide you with a trip of a lifetime, delivered without a hitch. This page includes vital information to assist with your trip for travel information, what to expect, and how to plan for the unexpected. We also have printable forms for all documents. If you need further assistance, please call our offices: 1-866-269-2659.

LUX World Travel: Terms and Conditions

Please take a few minutes to review the following:

These terms and conditions govern the relationship between LUX World Travel of Rochester, NY (herein after referred to as LWT) and you, the purchaser and/or participant, and they apply to the tours and vacations as promoted on this website, in brochure form or as brochures provided by preferred Tour Operators in related businesses. No alterations to these terms and conditions may be made by any LWT employee, authorized representative or agent, unless in writing by an officer of LWT. All decisions and matters subject to LWT discretion shall be made by an authorized officer of LWT.

Payments and Documentation

An advance payment / deposit of all services is required per person to effect land reservations to secure reservations more than 90-days prior to departure. Full payment is required for all air reservations. Final payment is due 75-45 days prior to departure. Airline tickets and/ or documents will be sent approximately 2-4 weeks prior to client's departure. Note: Airline reservations will not be ticketed without a copy of the appropriate pages of the traveler's passport and credit card information.

Deposits and payments for international and domestic air reservations are dictated by the individual air carrier. LUX World Travel will advise the client of the air payment schedule pertaining to the carrier(s) chosen. Airline tickets and documents will be sent approximately 3 to 4 weeks prior to the client's departure. Any Travel or Trip Planning Fees will be deducted from the final price of the trip.

Late Bookings

Bookings made within 45 days of departure are subject to a USD \$100.00 per person late booking fee. The airfares used to create the tour prices are capacity restricted and have advance purchase requirements. Prospective clients are advised to reserve early to avoid disappointment.

Participation

Persons not fit for long trips due to heart disease, chronic illness, physical handicap, advanced pregnancy and/or mental illness should not participate in these rigorous travel programs.

Departures Dates and Prices

Prices shown herein are based on tariffs, exchange rates and air-fares in effect on September 1, 2009 and LUX World Travel & , herein

referred to as LWT, reserves the right to alter prices quoted should inflation, costs of fuel, labor or material, air fares or foreign exchange rates change.

Not Included in Tour Costs

Fees for obtaining passports or visas unless indicated in inclusions, excess baggage charges, inoculations, accident or baggage insurance, international airline ticket taxes, airport departure taxes that are not included in the airline ticket, optional tours, any items of a personal nature, such as phone calls, faxes or room service; excess mileage carried out at the request of the passenger or transportation not specifically listed as included. Beverages (liquor and soft drinks) and laundry are included at select properties and this will be specified. For additional information, **please review the inclusions written for your specific trip.**

Alterations to Tours

If between planning time and/or during actual travel operation, circumstances require changes, LWT, and its suppliers of travel services, reserve the right to vary the itinerary and substitute components of any tour, if air schedule or surface transportation charges, security matters and/or events beyond their control make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour/ vacation.

Cancellations

Cancellation penalties imposed on LWT by its suppliers are stringent, and are per person for land arrangements. Airline tickets are different, and hold a completely separate penalty and we will advise you at the time of your cancellation of this additional penalty. The following terms apply effective as of the date LWT receives written notice of cancellation.

Days prior to departure:

More than 90 days prior to departure – **\$550.00 per person; or the deposit amount**

89 to 60 days prior to departure – 25% of tour cost; plus deposit amount

59 to 30 days prior to departure date – 50% of tour cost; plus deposit amount

29 days or less prior to departure – 100% of tour cost to include handling fee and liquidated damages for LWT

LUX World Travel reserves the right to cancel any posted or listed tour due to lack of participation to create a minimum number of passengers, or for any other foreseen reason that may create hazards or jeopardy to our clients. In the case that LUX World Travel needs to cancel or post-pone any tour, all monies collected will be returned in full for the land portion. Penalties from the airlines may occur depending on the type of air purchased, for which LUX World Travel is not responsible. **We do highly recommend Cancel for Any Reason Insurance for at least the flight portion of your journey to insure our clients with full flight protection coverage.**

Refund of Unused Arrangements

As LWT prices are based on contract rates, if you cancel while the tour is in progress, there will not be any refund for the unused portion.

Airfares & Schedules

The cost of the tour may include air transportation as required in the itinerary either from/to the USA gateway or for a portion of the itinerary. Tour prices are based on special airfares that do carry change and cancellation penalties. Please be sure you understand these charges before accepting the itinerary! LUX World Travel will not assume any responsibility for any air schedule changes; however, we will attempt to keep you fully informed of changes as we learn of them.

Supplemental fares for departure from all major cities are available. Please inquire for prices for First and Business class service.

We do not arrange for loyalty program / mileage free tickets or upgrades, but we will be pleased to provide you with a detailed flight itinerary required for any of these programs.

Air tickets can only be issued upon receipt of the appropriate copied pages of the traveler's passport.

Alterations to Confirmed Bookings

One change per booked travel is allowed once a booking is confirmed. Afterwards, a revision fee of \$30- \$150 per person, per change will be assessed as an administrative charge. LWT will advise clients if any suggested changes will also incur additional charges from outside suppliers. Changes within 15 days of departure will be treated as a cancellation and rebooking.

Cancellation Insurance

We strongly advise you to purchase trip cancellation insurance, which LWT makes available to you. This can protect you from financial loss in almost all circumstances. Information for US residents will be sent to you at time of booking. If you reside outside of the USA, LWT will be able to assist you with travel insurance programs from other outside sources.

Single Room Policies Solo Travelers

Due to intermittent shortages of accommodations on some trips, a single room cannot always be guaranteed, even if paid for in advance. If single accommodations are not provided, an appropriate refund will be made upon your return. If you are traveling alone and wish to share accommodations, LWT will work with you to help locate a roommate on your behalf.

Baggage

Most airlines permit economy class passengers to carry 2 average sized suitcases for which specific measurements and weight are written in their tariffs. Carriers have specific tariffs that apply to carry-on baggage as well. One average sized suitcase will be carried on some Multi-sport vacations; however, **clients who will be traveling by light aircraft on safari, or other outdoor adventures must carry medium sized soft luggage or duffel bags when flying sectors in small light aircraft which have limited space for baggage and a weight restriction to be advised.**

Health Requirements

LWT endeavors to provide the latest information the mandatory health requirements for our destinations, but shall not assume responsibility for the accuracy of this information. Malaria is endemic to these regions of Africa, India and some locations in South America and precautions must be taken. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by client's health practitioner on a valid vaccination certificate, which the client must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking.

LWT Responsibility

LUX World Travel; its employees, shareholders, officers, directors, successors, agents and assigns (collectively LUX World Travel Yoga World Tours), does not own or operate any entity, which is to or does provide goods or services for your trip. LUX World Travel acts as an agent and purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers, who are disclosed principals. All such persons and entities are independent contractors. As a result LUX World Travel is not liable for any negligent or willful act of any such person or entity or of any third person.

The transportation, accommodations and other services provided by the ground and air operators offered are subject to the terms and conditions contained in the Web sites, tickets, exchange orders or vouchers issued by them and/or their suppliers. Because LWT does not have the right to control the operations of the independent operators and their suppliers or any third person, IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE which may arise out of these services.

In addition and without limitation, LWT is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

Risks

LWT draws your attention to the fact that there are certain inherent risks in traveling to areas of the world, where wild life is prevalent, and outdoor camps and adventure programs are by their nature remote. Your participation constitutes acceptance at your own risk, which include, but are not limited to, risks of whitewater rafting, kayaking and rafting (for example dangers of rapidly moving water, rocks and other submerged objects, hypothermia, etc), horseback riding, (for example, unpredictable behavior by the horses, being spooked, etc) hiking, walking safaris, downhill or cross-country skiing, (for example, equipment failures, ice or other trail obstructions) and in all trips there are also the ever present dangers of undomesticated and wild animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Passenger assumes all such risks with regard to these possibilities.

It is your sole responsibility to seek and take all appropriate medical advice relevant to your health prior to departure as to whether or not you are fit enough to undertake the trip booked. LWT shall not be liable for illness, injury or death sustained on a program sold by LWT, which is not due to the gross negligence of LWT, its officers, employees, authorized representatives or agents whomsoever.

Force Majeur

'Force Majeure' means, in relation to LWT, any circumstances beyond the reasonable control of LWT (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war declared or undeclared, sabotage, insurrection, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).

If LWT is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.

LWT shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If LWT, and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by LWT to you as a result of the

non-performance of any of LWT's obligations hereunder shall remain in its sole and absolute discretion although LWT shall use its reasonable endeavors to reimburse you where possible. However, LWT shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to LWT of the Force Majeure.

Regarding civil unrest, once LWT has investigated the prevailing situation, as it deems fit, it shall remain in LWT's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, LWT is of the opinion that the trip may proceed, no refund will be payable to you and the provisions stated under Cancellations shall apply.

Insurance

LWT strongly recommends that you obtain the following types of insurance, which are offered by LWT and are also commercially available:

- Accidental death and disability
- Emergency medical evacuation
- Trip cancellation/interruption
- Trip default protection
- Trip delay
- Major Medical
- Lost Luggage & personal effects

Consent

The advance payment OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in this agreement. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorized officer of LWT.

Airlines

The passenger contract in use by the carriers concerned, when issued, shall constitute the sole contract between the transportation companies and the purchaser of this tour and/or passengers.

I have read, understand, and consent to these TERMS AND CONDITIONS.

Print Name _____

Signature _____

Booking Number _____ Date _____, 20__

**Please fax this of the agreement to
Fax # 585-351-2422**

www.luxworldtravel.com

A World of Sophisticated Journeys and Retreats

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