

The Acacia Group Registration Terms and Conditions

1. Terms Used

- a) The "Company" is The Acacia Group Ltd. which is incorporated in Canada
- b) The "Client" is the person listed on the registration form.
- c) A "Residency" is any excursion as shown in The Acacia Group Inc. Brochure and website.
- d) "Force majeure" is any situation or event beyond the Company's control. This could be an Act of God, war, terrorist activity, civil strife, riot, industrial dispute, natural or industrial disaster, fire adverse weather or road condition, bureaucratic obstacles, changes in schedules or mode of transport by ferry companies, airlines, bus, car companies, or train operators.
- e) "Consolidation" refers to the fact that each tour is dependent on a minimum number of persons participating. The minimum number varies and depends on the residency, vehicle scheduling and/or time of year.
- f) "Address for Service" for the Company is 596 Birch Ave, Kelowna B.C., Canada, V1Y 5H1

2. The Contract

- a) A Contract is made only after the Company receives a non-refundable deposit of \$500.00 or 10% whichever is the greater and a signed registration form and the Company issues the client or their travel agent a confirmation invoice.
- b) Any person signing the attached registration form (which incorporates these terms) warrants to the Company that he/she has full authority to do so on behalf of the person whose name appears on the form.
- c) No persons, organization or employee of the Company, apart from a Director, has any authority to vary any of these terms and conditions, or any information, itineraries, dates and prices, etc., printed in the brochure or on the website.
- d) The Company or their agents reserve the right to decline any registration at their absolute discretion. The Company further reserves the right to cancel any registration at any time at the Company's sole discretion in the event that the Company considers the client to be unsuitable for the residency.
- e) The contract including all matters arising from it is subject to Canadian law and the exclusive jurisdiction of the Canadian courts.

3. Payments

- a) If you book your residency more than 45 days before the departure date, you must include a non-refundable deposit of the residency fee with your registration form. The balance of the residency fee must be paid not later than 45 days before the departure date of the residency, otherwise the Company will treat the booking as cancelled by the client and will be subject to the cancellation charges shown below.
- b) If you book your residency less than 45 days before the departure date, you must send the full non refundable fee with your registration form.

4. Cancellations

- a) If you need to cancel your residency you must inform the Company in writing to the Address for Service. Cancellation on funds paid are calculated on the day written notification is received by the Company. The table below shows the number of days before the residency departure date the Company receives written notification of a cancellation, and the percentage of the total residency fare, including any surcharges that will be imposed on the client as cancellation charges:

Client Initials ____

| Days | % Charge |
|--------------|--|
| More than 60 | 10% or \$ 150 whichever is the greater |
| 45 to 59 | 50% |
| Less than 45 | 100% |

- b) Once the residency has started, no refunds will be made under any circumstances.
- c) The Company reserves the right to cancel your residency for any reason more than 45 days before the departure date in which case you will be refunded any monies which you have paid to the Company towards the residency (excluding insurance premiums) but that will be the extent of the Company's liability. If the Company cancels your residency within 45 days of the departure date, you will receive a refund of all monies which you have paid towards the residency fare (excluding insurance premiums) or you will be offered residency alternatives as set out in clause 8 (b). Where cancellation is for reasons of force majeure or consolidation you will not receive any compensation, however alternative residencies will be offered as set out in clause 8(b). Please note, if you fail to pay the balance by the due date, the Company will cancel your residency and there will be no refund of any monies paid to the Company.
- d) Please note the cancellation charges mentioned above do not cover flights and extra hotel accommodation. Cancellation charges on flights vary but can be as much as 100% after purchase extra hotel accommodation may also be 100% cancellation charges after registration and are the responsibility of the client.

5. Transfers and Amendments

- a) If you want to transfer from one residency to another, you must inform the Company in writing together with a completed, signed registration form (and increased deposit if necessary) for the trip to which you wish to transfer. If the Company receives written notification 60 days or more before the departure date of the original residency, administration charge of \$75 per person will be made, plus any other non-recoverable charges or expenses. If the Company receives written notification less than 60 days before the departure date, all transfers will be treated as cancellations and subject to the scale of cancellation charges shown in clause 4 a). If you subsequently cancel the new residency, cancellation charges will be calculated on which ever residency is of the greater value.
- b) You may only give, sell or in any another way transfer your place to another person under the following circumstances:
 - i. Because of personal illness or serious illness of an immediate family relative (mother, father, child, partner, brother, sister), or jury service.
 - ii. The Company receives documentary evidence of such reasons, a \$75 administration charge plus any other non-recoverable charges or expenses, and a completed and signed registration from the transferee is received at least 28 days before the departure dated.
- c) Transfers between you and anybody else may not be made less than 28 days before departure.

6. Prices

- a) The Company reserves the right to vary prices at any time before the contract has been made and, in the event that it does so, will advise you at the time of registration.
- b) Prices quoted in the brochure are based on the official rate of exchange and cost at the time of registration. As prices may be subject to any currency fluctuations, adjustments, changes in costs, surcharges for fuel, flights etc. we may be compelled to amend prices in accordance with

such changes. If price changes occur, you will normally be notified of the final residency price 30 days before your date of departure.

- c) The Company undertakes not to increase your residency price once the contract has been made, unless it is because of changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to your particular residency.
- d) In case the Company is forced to make a surcharge for the reasons set out in c) above, the Company undertakes to absorb the first additional 2% of such increase. If the increase is more than 10% of the original residency price, the client may cancel the registration and obtain a full refund of any monies paid toward the residency fare provided that the client has notified the Company in writing within 7 days of the date shown on the amended invoice of the desire to cancel.
- e) The Company undertakes not to impose any surcharge less than 30 days before the start date of the residency.

7. Itineraries

- a) The itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary, vehicle and equipment use, etc., may be made where deemed necessary or advisable by the Company.
- b) If any additional expenses are incurred through delays, accidents or disruption of planned itineraries, because of force majeure or considered advisable by us, such expenses are to be borne by the client.
- c) The client accepts that force majeure may prevent the Company from supplying service and/or itineraries as described.
- d) No refund will be made for any unused services which are included in the residency fare.

8. Changes

- a) The Company reserves the right to alter its descriptions of the facilities and services described in the brochure at any time before a registration is made although notification of any such changes will be given to clients at the time of registration.
- b) When you have made your contract with the Company, the Company will use its best endeavours to ensure that none of the residency logistics and accommodation have to be altered. However, you will appreciate that, because arrangements are planned many months in advance and because of the unpredictability of travel in most areas, sometimes changes have to be made. Where a significant change (see 8(d)) is made, you will be informed when you book or if you have already booked, as soon as possible. If there is time before departure, you may then:
 - i. accept the change, or
 - ii. book another available residency within a year of the original residency (where the price is less, the Company will pay you the difference but where the price is more you must pay the difference), or
 - iii. cancel your registration and receive a full refund of all money paid toward the residency price.
- c) If the Company makes a significant change because of force majeure or consolidation before departure, the Company will be liable to offer the alternatives set out above. If a significant change for any other reason occurs less than 45 days before departure, the Company will be liable to offer the alternative as set out above in 8(b).

- d) A significant change is considered to be a change to the community or country in which the residency has been advertised.
- e) The Company reserves the right to use alternative forms of transport and/or vary the itinerary if force majeure, breakdown, accident, sickness, etc. make such a change necessary.
- f) Because of the nature of the areas to which we travel, significant changes can and do occur after departure, over which the Company has no control. The Company will organize contingency itineraries but cannot be held responsible for compensation or additional expenses.
- g) All other changes are defined as minor changes. Minor changes may occur at any time before or after the residency departure date. While the Company will make reasonable efforts to inform you of minor changes, it is under no obligation to do so or to pay you any compensation.

9. Complaints and Consumer Protection

- a) If you have a complaint about your residency, you should inform the residency leader so that remedial action can be taken if possible. Otherwise, you must make any complaint within 28 days of the residency finish date. You should write to the Address of Service for the Company as shown in clause 1(f).

10. Responsibility of the Company

- a) All of the information related to this residency has been compiled with reasonable care and is published in good faith. It is not issued on behalf of, and does not commit any airline or other Company whose travel arrangement may form part of the residency. In circumstances where the Company is acting as an agent only e.g. when making arrangements locally (i.e. in the course of the residency) it does so on the express condition that it is not liable for any additional expenses, loss, damage, injury or breaches of contract whether negligent or otherwise howsoever caused arising directly or indirectly from the actions or omissions of the supplier or independent parties with the whom the arrangements are made.
- b) The Company accepts no liability:
 - i. If there has been no fault on the part of the Company or its suppliers and the cause was your own fault, or the actions of someone unconnected with the provision of your residency which actions were unforeseeable or unavoidable, unusual and unforeseeable circumstances beyond the Company's control, the consequences of which could not be avoided even with the exercise of all due care or something which the Company or any supplier of services, even with all due care could not have been foreseen or forestalled.
 - ii. In cases of personal liability, injury or death in circumstances when the client has been participating in any activity which does not form part of the arrangements booked through and contracted with the Company
 - iii. In cases of disease or illness contracted during or after the residency (See clause 11c or 11e).
 - iv. For any advice given to you by your travel agent unless it has been given to the agent by the Company. Otherwise such information and advice is the responsibility of the travel agent.
 - v. For your travel agent not giving, or incorrectly giving you advice, information or documents which the Company has sent or given to your travel agent.
 - vi. For any information or advice on visas, travel documents, climate, spending money and other costs, clothing and equipment etc. All such information has been compiled with reasonable care and is provided in good faith but without responsibility on the part of the Company.

- vii. For your personal belongings while in sight of yourself or other group members or while under the care of airlines or airports
 - viii. For any information or handouts given by trip leaders. Such information is given in good faith but without responsibility on the part of the Company or its local agents.
 - ix. The Company is not responsible for any act, omission, negligence, misrepresentation or provision of misinformation by any other party.
- c) Compensation for personal injury is limited in accordance with the provisions of any applicable International Conventions. These include, for example in the course of road travel, air travel, rail travel, sea travel or hotel accommodation is limited to the provisions of respectively the Geneva Convention 1973, the Warsaw Convention as amended by the Hague protocol 1955, the 1961 Berne Convention, the 1974 Athens Conventions and the 1962 Paris Convention.
 - d) The Company cannot accept any liability for any delay or cancellation in your flight to the joining point of the land residency or returning from the end point of the residency, whether the delay or cancellation is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action. In certain circumstances delay departure may be covered by your passenger travel insurance.
 - e) The Company, its employees and agents accept no responsibility, or liability for expenses, inconvenience, loss of enjoyment or anything else caused by non-compliance with any of the clients responsibilities listed below.

11. Responsibility of the Client

- a) By their very nature, residencies may involve an element of personal risk and potential hazard not normally associated with holiday tours. Clients must accept these attendant risks and hazards. Clients must also accept that safety standards of hoteliers and other suppliers of accommodation, local transport and other operators in most of the countries they visit will not be of the same standard as in their home country.
- b) Clients together with their personal property including baggage are at all times solely at their own risk. It is the client's responsibility to arrange suitable travel insurance with benefits that cover personal accident, medical expenses, repatriation, loss and damage to personal effects. The policy must include a minimum cover of \$1,000,000 for medical and repatriation expenses. In the event that a client does not have suitable travel insurance, they may not be allowed to join the trip.
- c) It is the client's responsibility to ensure that they seek professional medical advice before travelling and to take all necessary health precautions and preventative measures.
- d) It is the client's responsibility to book their tickets to the residencies designated primary destination and notify the Company immediately if there are any changes.
- e) It is the client's own responsibility to comply with all current passport, visa and health requirements.
- f) Clients must at all times comply with the laws and customs of the countries visited. The Company has absolute discretion to order a client to leave the tour if they are found contravening such laws and customs, or interfering (or is judged to have the potential to have interfered) with the well being of the group, individual member, members, or themselves. In such cases, there will be no refund of the residency fare and the Company accepts no liability for expenses incurred as a result.
- g) Clients are responsible for informing the Company at the time of registration of any known illnesses, disabilities or medical condition, or, if not known at the time of registration, at the earliest opportunity thereafter prior to the departure of the tour. Any client found to have an

undeclared or understated medical condition may be ordered to leave the residency with no refund of the tour fare.

- h) Our teams have authority to make difficult decisions. Should a client experience a medical condition our residency leader reserves the right that the person to seek medical advice. If the client declines to act upon this advice they could be placing others on the tour in danger/at risk and may be asked to leave the residency. This extends to physical, mental and behavioural conditions.
- i) Clients must follow the residency joining instructions issued to them.
- j) In registering for the residency the client acknowledges that they are responsible to make themselves aware through Foreign Office, State Department warnings, advisors and any other sources available to them, in regard to the safety of countries and areas in which they will be travelling and to make their own decisions accordingly.
- k) Clients must be aware that our leaders, representatives and clients may take photographs, film footage of our clients while on residency. The Company reserves the right to use such material for advertising, film or brochure production and other marketing uses (including footage for television) without obtaining further consent. The Company also reserves the right to use any comments clients make regarding the residencies on any questionnaires or letters in future promotional literature.
- l) Clients must reimburse the Company for any expenses incurred on behalf of the client. This especially applies to non-compliance with clauses 11 b), e), f), and g).

12. General Release

For good and valuable consideration which is hereby accepted and acknowledged by the Client and by the Company, the Client releases and forever discharges the Company, its officers, directors, servants, employees, agents, shareholders, related and associated companies of and from all liability, damages, costs and expenses of any nature and kind arising out of or in connection with the Residency.

Signed: _____
(Client Name)

(Printed Name of Client)

Date: _____

Witnessed By: _____