

SOMERSET WHITE

TRAVEL SERVICES

TERMS AND CONDITIONS

The terms and conditions listed below apply to any travel or travel related services booked on your behalf by Somerset White LLC. ("Somerset White " or "We") and used by you or any member of your party ("You").

Agent for Suppliers

We act as sales agents for any airline, hotel, car-rental company, tour operator, cruise line, or other service provider named in your itinerary or confirmation ("Suppliers"). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. You acknowledge that your travel plans may be interrupted or cancelled by the Supplier, a government entity, or other third party over which we have no control. You further acknowledge that the Supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund. We have no special knowledge regarding the financial condition of the Suppliers and no liability for recommending a trip credit in lieu of a refund.

Retainer/Payment for Services.

Somerset White requires payment for the retainer fee prior to any travel arrangements commencing. Somerset White charges 15% of the total cost of the trip as their management fee. This fee is payable one week prior to travel and shall be adjusted for any increased cost thereafter.

Refunds and Price Increases

No refunds will be made for travel or travel related services booked and then not used. Travel arrangements involving airline and cruise components are subject to suppliers' supplemental price increases that may be imposed by the supplier and/or government, even after you have completed your purchase. You hereby consent to any such price increases and authorize your credit or debit card to be used for them. Suppliers have their own contracts covering cancellation penalties and other terms and conditions, and you may be bound by those contracts regardless of whether you receive notice of their terms.

Itineraries

Itineraries are subject to change without notice due to, for example, circumstances outside of Somerset White Travel's control.

Traveler Insurance

Travelers are responsible for their own travel insurance including medical, travel, and personal belongings. Somerset White Travel strongly recommends that each traveler take out a fully comprehensive travel insurance policy.

Travel Documentation

It is each traveler's responsibility to obtain and pay for all the necessary documentation before traveling. **Travelers** are solely responsible for ensuring their passports are up to date, do not expire for at least 6 months after the trip return date (a requirement to enter many countries), have two completely blank pages (for some countries) and have all necessary visas. We recommend that you keep a copy of your scanned passport (photograph page) on your email while traveling.

For up-to-date visa requirements US citizens should visit www.travel.state.gov. Citizens of other countries should check with the relevant embassy in their own country.

Any failure of a traveler to have proper visas and/or passport will likely result in the traveler not being able to leave the country or enter a destination, and no refund will be available in any such case.

SOMERSET WHITE

The name on your airline tickets must be identical to the name that appears on your passport.

IMPORTANT INFORMATION FOR DOMESTIC AIR TRAVELERS: The Federal Real ID Act mandates stricter security standards for state-issued driver's licenses and other forms of identification and prohibits Federal agencies from accepting for official purposes identification that does not meet these standards. Beginning on May 3, 2023, every air traveler will need to present Real ID-compliant identification to be permitted to board a domestic flight; therefore, those holding a non-compliant driver's license will need to present an acceptable alternate form of identification, such as a valid U.S. passport. To avoid disruption to their travel plans, air travelers are strongly encouraged to consult with the Department of Homeland Security (www.dhs.gov/real-id) to determine whether their state-issued identification is Real ID-compliant and, if not, what alternate forms of identification will be accepted at the airport.

Health

It is essential that you see your physician before booking your trip, and before traveling, to make sure that you have taken all necessary health precautions. Some vaccinations require more than one visit with a period of weeks between injections. You should visit your physician at least 6 weeks before departure. For up-to-date medical advice we strongly recommend that you visit the Centers for Disease Control and Prevention (CDC) travelers' health page: www.cdc.gov/travel.

Mosquito Bite Avoidance

In many tropical countries, mosquitoes can spread diseases such as dengue, chikungunya, West Nile, malaria, yellow fever and Zika virus. It is essential that you seek medical advice prior to travel, and especially if you are pregnant or have an underlying medical condition. When traveling there are several simple measures you can take to reduce your risk of infections spread by mosquitoes: wear suitable clothing and cover up at times of day when mosquitoes are active, use insect repellent on exposed skin, and use a mosquito net if sleeping in unscreened accommodation. It is important to seek prompt medical attention if you have a fever or display any other symptoms. If you become unwell on your return, make sure you tell your doctor about any trips abroad you have taken in the past year.

Deep Vein Thrombosis (DVT)

Most international airlines now issue advice on how to lessen the risk of DVT; however, if you have any concerns, we recommend you consult your physician.

High Altitude

Your itinerary may include sections where the altitude exceeds 10,000 feet (3,048 metres). We recommend that you review the altitude of your destination with your SW Specialist, and that you consult with your physician before confirming your booking.

Pre-existing Medical Conditions

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your trip, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. It will also enable us to make sure you receive the relevant level of assistance when you fly. Full details must be confirmed in writing prior to any bookings and whenever any change in the condition or disability occurs.

Special Dietary Requirements

Special diets should be requested on the Somerset White application form; however, it may not be possible for special diets to be catered to in some of the destinations we feature. We will advise the hotels and airlines of your request, but we cannot guarantee their availability.

Data Protection

We will hold your name, address and any other details you supply us with on our database. This information will be used to make your travel arrangements and to send you information about Somerset

SOMERSET WHITE

White. In order to make your travel arrangements we may need to pass your details to companies and individuals in countries where less stringent data protection controls may be in place. We will not pass on your details to third parties for any other marketing purposes.

Release, Assumption of Risk, and Binding Arbitration Agreement

All trips organised by us are subject to these conditions and the other general information in our brochures and custom itineraries. Somerset White LLC. (the headquarters of which are at 379 W Broadway, 2nd Floor, New York, NY 10012 United States), its subsidiaries, owners, Directors, officers, employees, shareholders and affiliates, (collectively "Somerset White"), does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airlines, vessels, buses, vans or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. even if some of those entities utilize the Somerset White name on signs etc. All such persons and entities are independent contractors. As a result, you acknowledge that Somerset White is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Somerset White is not responsible for, and you, on behalf of yourself, your heirs and your estate, release, waive and renounce all claims of whatever nature for any injury, loss, or damage to person, property or luggage, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, financial or other defaults by suppliers, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics / pandemics or the threat thereof or for any other cause beyond the direct control of Somerset White. In addition, you release Somerset White, to the fullest extent permitted by law, from its own negligence and assume all risk thereof.

Assumption of Risk

You are aware that travel such as that you are undertaking involves hazardous activities, some in remote areas of the world, with a risk of inconvenience, illness, injury or death which may be caused by forces of nature, animals, insects or flora, the negligence of Somerset White, or other persons and companies known or unknown, or of negligent, willful or criminal conduct of third parties. You are aware that weather conditions may be severe, adverse and/or unpleasant. You also are aware that medical services or facilities may not be readily available or accessible during some or all of the time during the trip. You are willing to accept the risks and uncertainty involved as being an integral part of my travel. You hereby accept and assume full responsibility for any and all risks of illness, injury or death and of the negligence of Somerset White or of any third parties.

Bankruptcies

If an airline or other supplier declares bankruptcy, it is not obligated to honor your reservation made before bankruptcy or to refund tickets issued before the bankruptcy. Somerset White is not allowed to refund tickets on airlines which have declared bankruptcy. Money paid to Somerset White immediately becomes the property of the airlines, and Somerset White is required by laws to comply with airlines' orders.

If an airline declares bankruptcy, it might continue service, limit service, or stop completely. Other airlines might accept passengers under limited circumstances or may refuse to accept any passengers from the defaulted carrier. Travel insurance plans are recommended for passengers to protect themselves in case of airline bankruptcies.

SOMERSET WHITE

Infectious Disease Release

You acknowledge that while on or traveling to or from my trip, you might be exposed to various infectious diseases such as but not limited to COVID-19, SARS, bird flu, Ebola, MERS, hantavirus, Zika, plague, dengue fever, malaria, etc. from other people, animals or objects. You assume all risk of any such contacts, including sickness, incapacity or death and agree to hold harmless Somerset White from any such developments. In addition, you recognize that the United States Department of State may have in place a Level 3 or even Level 4 Advisory related to your destination, and that the Centers for Disease Control and Prevention may have warnings concerning same. See <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> and <https://wwwnc.cdc.gov/travel/destinations/list/> It is participant's responsibility to review.

you also accept the following risks of participating on this trip including, without limitation:

- (i) All other risks associated with any infectious disease including preclusion from public or private buildings, land or areas, inconvenience, limitations etc.
- (ii) Risk of your travel insurance not covering infectious disease related claims.
- (iii) All risks regarding transportation problems and delays including, without limitation, entry into or exit from any country and/or entry into the United States and/or difficulties with or closure of transportation systems or the availability of other features or attractions within the country where your trip takes place.
- (iv) The likelihood that at some or all destinations you may be required to undergo a temperature check, wear a mask while in public, adhere to local hygiene and sanitation protocols and observe social distancing requirements.
- (v) The possibility that in order to gain entry into a country or facility, you may have to produce evidence of a vaccination against COVID-19.
- (vi) The potential for being quarantined, even if you are not symptomatic and/or do not have the infectious disease under consideration and/or the possible requirement that you have a negative COVID-19 test immediately before or on arrival at your destination or when you return home.
- (vii) Any expenses incurred, including but not limited to medical expenses, testing fees, quarantine, and evacuation expenses, as a result, are to be borne by the participant.

Voluntary Participation

You acknowledge that you have voluntarily decided to undertake a trip organised by Somerset White and that you have read the description/s provided for the trip/s as described via email and in itineraries relating to the trip. You are voluntarily participating in this trip/s with knowledge of the hazards involved. You are also aware that additional waivers may be required by local tour providers in order to participate in certain activities during my trip.

Binding Arbitration

You agree that any dispute or controversy relating or referring to these Terms and Conditions (and the terms and provisions contained therein), or any other literature concerning your trip, or the trip itself, shall be submitted to and determined by arbitration in the State of New York, County of New York, to which venue all parties consent, pursuant to the rules of the American Arbitration Association. The determination of the arbitrators shall be final, binding and conclusive upon all parties and may be enforced not only in the courts of the State of New York, County of New York, to which jurisdiction the parties hereto agree to submit, but in any court of competent jurisdiction. The arbitrator or arbitrators sitting in any dispute or controversy arising hereunder shall not have the authority or the power to modify or alter any express condition or provision of these Terms and Conditions or to render an award which, by its terms, has the effect of altering or modifying any express condition or provision of this agreement, and the arbitrators' failure to comply with this provision shall constitute grounds for vacating an award.

If you have any claim against Somerset White, you agree to present it in writing to Somerset White within 30 days after your trip ends, or else such claim shall be deemed waived. Furthermore, any arbitration

SOMERSET WHITE

commenced arising out of or relating to this agreement or any issues relating to travel arrangements performed (or which it is alleged should have been performed) by Somerset White, must be commenced no later than one (1) year of the act or omission from which the claim arises, failing which such arbitration and the claim on which it is based shall be barred.

If you Change your Trip

If, after any bookings between us has come into existence, you want to change your itinerary we will pass your request on to the relevant supplier. However we cannot guarantee that such changes can be made.

Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers and including, for example, cancellation charges that may be incurred for sectors cancelled. Note that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation charge and full rebooking fee.

If you Cancel your Trip

If you have to cancel part of the booking or cancel the entire booking once it has been confirmed by us, written notification must be sent to us by certified mail or by email. As proof of receipt by email of your notification to cancel you must receive and retain written acknowledgement from Somerset White.

Alterations or Cancellations by you after Commencement of Travel and unused Services

We will do our best to implement any changes to your arrangements you request once they have commenced, but we cannot guarantee this will be possible. In the event of such amendments being made you will be liable for any cancellation charges that may be levied for the services originally booked, and for the cost of booking the revised arrangements and the arrangements themselves. As a basic principle, no refunds will be paid to clients who do not complete a trip. If you have taken out travel insurance you may, depending on the details of your policy, be able to recover the cancellation charges.

Force Majeure

We cannot accept liability, make refunds or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to "force majeure". "Force majeure" means any event or circumstances which we or the supplier of the services in question could not avoid. Such events and circumstances may include, but are not limited to, acts of God, actual or threatened, war, insurrection, riots, strikes, civil action, acts by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemics / pandemics or the threat thereof, adverse weather conditions, fire and all similar events outside our control. This force majeure clause is applicable to every provision in this document, as well as to all other information provided with regard to your trip.

Flights and your Responsibility

The flight details shown in your custom itinerary are for guidance only and are subject to change. The times shown on all tickets are local times and check in for both outward and return flights is at least 3 hours prior to the departure times on the travel documents. It is possible that flight times may be changed even after tickets have been issued.

We can accept no responsibility if you arrive late for the check in and miss your flight as a result nor can we accept responsibility for any loss by you of your trip/flight travel tickets, vouchers or coupons.

Air travel is subject to weather conditions and operational decisions of carriers and airports which may result in delays and diversions. Please note that carriers sometimes change the departure time of flights at short notice, and in some instances, schedules shown in the computers of intercontinental carriers differ from those actually flown by smaller local carriers. It is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We accept no liability for the consequences of flights missed owing to the passenger's failure to reconfirm.

SOMERSET WHITE

We and our local ground-handlers reserve the right to remove you from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund.

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. Baggage and personal effects are at all times the sole responsibility of the participant.

Disinsection of aircraft is permitted under international law in order to protect public health, agriculture and the environment. A number of countries choose to do this by spraying the aircraft cabin with an aerosolized insecticide while passengers are on board. Our clients have rarely had any issues with this process but we note that while the Report of the Informal Consultation on Aircraft Disinsection sponsored by the World Health Organization (November 6-10, 1995) concluded that aircraft disinsection, if performed appropriately, would not present a risk to human health, the report also noted that some individuals may experience transient discomfort following aircraft disinsection by aerosol application. If you have concerns about this process or wish to know more, please ask your country specialist.

Travel Advisories/Warnings and your responsibility

It is the responsibility of the traveler to become informed about the most current travel information, advisories and warnings by referring both to the U. S. State Department's travel website at www.travel.state.gov/or by phone at 1-888-407-4747 and by accessing the Centers for Disease Control (CDC) website at <https://wwwnc.cdc.gov/travel/notices>. In the event of an active State Department Travel Advisory Level 3 or 4 against travel to a specific location on your itinerary, Somerset White will attempt to make changes to or reroute your trip to avoid that specific locale. In all cases, regardless of a US State Department advisory or a CDC warning, the traveler assumes all risk of personal injury, death, loss, inconvenience or delay, quarantine costs, hospital or medical costs, or other expenses that may arise from the trip.

Excursions

We do not provide or arrange excursions other than those you have arranged with us and which are listed in your itinerary. Our local representatives or guides may put you in touch with local organizers of excursions if you request them to but we have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

Villas and Private Stay Accommodation

Where you book a villa or other private stay accommodation with us ("villa"), additional terms may apply to your booking which do not generally apply to other types of accommodation. You will have a contract with us for the arrangements booked through us (including your villa) but you may also be required to enter into a contract directly with the villa owner which will include terms specifically relating to that villa/owner. To enable us to deal quickly with any issues which may arise during your holiday, you authorize us to communicate with the villa owner.

A security deposit may be required to cover the cost of any damage, breakage or loss occurring during your stay and the cost of any other services for which an additional charge applies. If there is a requirement for the security deposit to be paid directly to the villa owner or an associated supplier, we will provide you with the relevant details for direct payment by you. It will be returned to you after the end of your stay, less any deductions which may be required to cover the cost of any damage, breakage or loss which has occurred during your stay. If no security deposit is payable, you will be directly responsible to the villa owner for the cost of any damage, breakage, loss and services (for which an additional charge applies).

Unless detailed as payable locally or as otherwise confirmed to you in writing, the cost of your villa includes gas, electricity, water, weekly linen change plus any maid service as specified and any other extra included services specified at the time of booking. There may be an additional charge in the event of excessive usage of any included service. Tourist and other taxes may be payable locally in addition to the cost of your booking.

SOMERSET WHITE

Villas are let for vacation purposes only and may not be used for any other purpose without the written consent of the villa owner. The number of persons staying at the villa (including children and infants) must not exceed the published capacity of the villa as stated in our documentation or advised at the time of booking. The decoration, furnishings and items provided at the villa may differ from those advertised as changes may be made by the villa owner at any time. Photographs are intended to be representative of the standard, general look and usual contents of the villa.