## **DLT Tour Application Form**

2364 Arden Drive Sarasota, FL 34232 | p. (941) 400-4999

Trip Name								Т	rip Date	e				
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Preferred 1	Name													
Mailing Ad	ldrogg													
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How did u	ou he	ar about this	tour?											





## Terms and Conditions & Release from Liability

The following is a contract between David Less Tours LTD and individuals participatin	g in the
trip operated by David Less Tours LTD.	

- 1. All persons wishing to make a booking must sign this release form. All such persons will be bound by the conditions that follow. The person or persons included on the release form are hereafter referred to as "the client." All bookings are made with David Less Tours LTD., "the company." No person has authority on the company's behalf to vary these booking conditions.
- 2. PAYMENT/ACCEPTANCE OF BOOKING The release form must be completed and signed by all those who wish to travel. The form should then be returned to the company or its agent with a deposit of \$1,000 per person. Acceptance of the client's booking must be confirmed either in writing or by email and it is only at this stage that a contract comes into existence.
- 3. CANCELLATION BY THE CLIENT The cancellation charges are as follows unless otherwise indicated on the detailed itinerary for each trip. Prior to 75 days, money will be refunded minus a \$300 penalty. Cancellations received 31 to 74 days prior to departure are subject to a penalty of 50%. Cancellations received 30 days or less prior to trip departure will forfeit the entire cost of the trip. The client may wish to take out cancellation insurance at the time of making the booking, as this will cover cancellation charges in certain circumstances. All cancellations must be received in writing.
- 4. CANCELLATION BY US David Less Tours LTD. reserves the right to cancel a tour for any reason, but will not cancel a tour less than eight (8) weeks before departure except in the case of force majeure. Force majeure is an unusual or unforeseen circumstance outside the company's control. When a tour is cancelled in the case of force majeure, the client will receive a full refund minus nonrefundable deposits paid by David Less Tours LTD. In the event of a trip being canceled, you will not be entitled to make any further claims for compensation or damages for any loss, consequential or incidental damages, expense, loss of time or inconvenience which result from such cancellations.
- 5. UNUSED SERVICES There will be no refunds for unused services.
- 6. FLEXIBILITY The client appreciates and acknowledges that the nature of this type of travel requires flexibility and should allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication only of what each group may accomplish and not as a contractual obligation on the part of the company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.
- 7. CHANGES The company reserves the right to change any of the facilities, service or prices described by us before a booking is made. If such a change is made, the client will be told at the time of booking. While the company will use its best endeavors to operate this tour as advertised, reasonable changes in itinerary may be made where deemed necessary or advisable by the company. If the company makes a major change the company will inform the client as soon as reasonably



possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. If the major change is due to force majeure or unforeseen circumstance no compensation is payable. The company is not responsible for trip participants who decide to stay longer than the planned duration of the trip.

- 8. ACCEPTANCE OF RISK David Less Tours LTD. tours have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal "package" holidays. The client acknowledges that the nature of the tour is adventurous and that such trips may involve a significant amount of personal risk.
- 9. AUTHORITY ON TOUR At all times the decision of the company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. The client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should the client fail to comply with the above, or should the client interfere with the wellbeing of the group then the tour leader may order the client to leave the tour without recourse to any refund.
- 10. TRAVEL DOCUMENTS The client must be in possession of a valid passport and all visas, permits and certificates required for the whole of the journey, and the client accepts responsibility for obtaining the same. Information or advice given by the company on visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the company.
- 11. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE) The company will do its best to minimize the effects of matters outside its control, but cannot accept any liability for these matters, which include political disputes, border closures, refusals of visas, industrial action, delayed flights, unforeseeable climate, etc.
- 12. INSURANCE It is the client's responsibility to obtain personal travel insurance. The client accepts full responsibility for insurance up to limits that the client may require to cover personal accident, medical expenses, air ambulance, loss of effects, repatriation costs and all other expenses. The client acknowledges that the price of the tour does not include the cost of any insurance.
- 13. RESPONSIBILITY All services herein are organized by David Less Tours LTD. Notice is hereby given that all arrangements made on behalf of tour participants are made by organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity that might be occasioned through acts of any company and/or persons engaged in carrying out the arrangements and services of this tour. David Less Tours LTD. acts as an agent for transport companies, hotels, and other contractors and shall not be held liable for any injury, damage loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying a traveler, acts of God, detention, delays or expenses arising from quarantine, strike, theft, force majuere, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, scooter, beast of burden, rickshaw, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The organizers reserve the right to alter any itinerary or service at any time without penalty to the organizers. Any additional expenses or cancellation shall be borne by the participant. The organizers reserve the right to withdraw or refuse any service to any participant at the discretion of the organizers. Payment of deposit is taken as acknowledgment and agreement of the above items.

- 14. AIRLINES The contents of this document do not commit the airlines contracted with, or any whose services are used in the course of this tour. The responsibility of the airlines is limited to the carriage of passengers and baggage in accordance with their conditions of carriage. Our responsibility in respect of air travel is similarly limited to the airline's conditions of carriage. The airlines contracted with may change from those specified, and David Less Tours LTD. is not in a position to specify the type of aircraft to be used by any airline. The client cannot cancel the contract without penalty in the event of a change of aircraft operator, aircraft type or destination.
- 15. LOCAL CONDITIONS Due to political and cultural differences, as well as generally tougher physical conditions, travel to the areas we visit involves risks other than those we take in our daily lives. It is important clients make themselves aware of the risks involved, and are responsible for making their travel plans accordingly. ACCEPTANCE & ACKNOWLEDGEMENT OF CONTRACT AND RELEASE FORM (Please read and sign below) I have read the attached terms and conditions and accept and I undertake on my own behalf and on behalf of any other persons for whom this is a joint booking to accept the terms and conditions of this contract and release of liability.

Signature:	Date:
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Each person must sign this release form and return a copy with an original signature to us.

Please mail to: David Less Tours Ltd. 2364 Arden Dr. Sarasota, FL 34232 lesstravel@gmail.com

