

TOUR APPLICATION FORM



Please complete this and mail to:

BESTWAY TOURS & SAFARIS

206-8678 Greenall Avenue
Burnaby, BC CANADA V5J 3M6

Tel: (604) 264-7378 / 1-800-663-0844

Fax: (604) 264-7774 • Email: bestway@bestway.com

| |
|---------------------------------|
| |
| Tour Name |
| |
| Departure Date (Month DD, YYYY) |

**PLEASE USE CAPITAL LETTERS & FILL DETAILS AS THEY APPEAR IN YOUR PASSPORT
(some questions may appear personal but are required by the visa issuing authorities)**

| | | | | |
|--|------------------------------------|---|--------------------------|-----------------|
| | | | | Mr. / Mrs. / Ms |
| Last Name | | First and Given Names | | Please Circle |
| | | | | |
| Current Citizenship | | Passport No | | |
| | | | | |
| Place of issue | Date of issue (Month DD, YYYY) | Expiry Date (Month DD, YYYY) | | |
| | | | | |
| Place of Birth | Date of Birth (Month DD, YYYY) | Occupation | | |
| Your Mailing Address | | | | |
| | | | | |
| | | | Email | |
| | | | | |
| Tel (Home) | Tel (Bus) | Fax No | | |
| Emergency Contact | | Tel No | | |
| Accepted <input type="checkbox"/> Declined <input type="checkbox"/> | | Go to bestway.com to purchase insurance online or contact us. | | |
| Insurance (highly recommended) | | | | |
| | | | | |
| REFERRAL CODE / How did you hear about us? | | Additional info (if any) | | |
| If you are making your own air travel arrangements please advise: | | | | |
| | | | | |
| Arrival Date (Month DD, YYYY) | Flight No | Airline | Estimated Arrival Time | |
| | | | | |
| Departure Date (Month DD, YYYY) | Flight No | Airline | Estimated Departure Time | |
| | | | | |
| If you would like us to make the international travel arrangements please advise: | | | | |
| Preferred departure city | | Date of Departure from home city (Month DD, YYYY) | | |
| | | | | |
| Smoking/Non Smoking | Special Meal requests (if any) | Special Requests (if any) | | |
| | | | | |
| Sharing room with | Single passengers Need Single Room | Need sharing partner * | | |
| * We will do all possible to try and accommodate your request for a room share. If however, we cannot get you a room share, single room supplement will apply. | | | | |
| I have read and understood the General Information and | | Tour Conditions of BTS and agree with it. | | |
| | | | | |
| Signature | | Date | | |
| | | | | |

Unless otherwise specified, a non-refundable tour deposit of US \$750.00 is required for booking. Optional trip insurance is strongly recommended.

GENERAL INFORMATION AND TOUR CONDITIONS

Bestway Tours & Safaris Inc. is BC registered Tour Operator bearing License 592

1. TOUR PRICE INCLUSIONS/EXCLUSIONS

Each Tour Itinerary (Itinerary) will stipulate the inclusions and exclusions in services included in the Tour Price. Generally, all transfers, sightseeing, over night stay at hotels mentioned (or similar), meals as per plan, and services of local English speaking guides are included. Exclusions generally include airfares, visas, travel Insurance, tips/gratuities, drinks and all personal expenses. Inclusions/exclusions may vary from one Itinerary to another.

2. RESERVATIONS & PAYMENT OF TOUR PRICE

To make a reservation, Bestway Tours & Safaris (BTS) requires a non-refundable deposit (Deposit) of US \$ 750 per person. In some cases the deposit amount may be different which will be advised at the time of booking. Also required is the Tour Application Form (on the reverse side of this page) duly completed and signed. Unless otherwise stated, balance of the Tour Price is to be paid 75 days prior to the departure date.

3. INSURANCE

BTS strongly recommends that the Client purchase adequate trip cancellation, medical, baggage, accident and other personal effect insurance. Trip cancellation insurance has to be purchased at the time of the initial Deposit. Travel Insurance may be purchased online at www.bestway.com. It is the sole responsibility of the Client to procure adequate insurance.

4. TOUR SERVICES

Client is aware that all services and categories of accommodation are based on local rules, regulations and customs of the country where services are being provided.

5. VISAS/TRAVEL DOCUMENTS

Passports must be valid for at least 6 months after the termination of the tour and visas are required to visit most countries. It is the Client's responsibility to make sure that visas are procured in time. Where pre-authorization /invite documents are required, BTS will assist in acquiring same. If the Client needs assistance, BTS may be able to recommend a visa-issuing agency. If visas are denied, BTS cannot be held responsible for any expenses or inconveniences caused.

6. SINGLE ROOMS & SUPPLEMENT

BTS will make all possible efforts to accommodate room share requests. In the event when this is not possible, the single room supplement applies. In certain places, due to limited accommodation, single rooms may not be available.

7. HEALTH/CUSTOMS/IMMIGRATION DOCUMENTATIONS/FITNESS

It is the responsibility of the Client to ensure compliance with the local rules and regulations of the countries included in the Tour, carry appropriate documents, and refrain from carrying goods and/or articles, which violate the said rules and regulations. Clients have to be medically fit to travel. Some tours require physician signed certificates. Medical vaccination certificates may be required for certain countries and situations. Kindly check with your physician and/or travel medical clinics.

8. CANCELLATIONS BY CLIENT

When a Client cancels the Tour, the refund due to the Client will be as follows:

a. Land Cost:

Cancellations received minimum 75 days or more prior to departure, US \$750.00 (or the Deposit, whichever is higher) will be non-refundable. Under 74 days BTS refund policy is as under:

| | |
|-------------------------|------------|
| Cancellations Received: | Refund Due |
| Between 74 and 45 days | 50% |
| Under 44 days | Nil |

b. Airfare:

Refunds on airfares purchased through BTS will depend on the rules of the carrier and the applicable fare base used for the purchase of the ticket. BTS will charge a service fee of no less than 10% of the airfare paid by the Client. Clients are advised not to purchase airfares till the tour is confirmed and visas (if any) procured.

9. CANCELLATION BY THE OPERATOR

BTS reserves the right to cancel the Tour due to insufficient number of participants. In such an event, and only in such an event, BTS will refund the said Deposit to the Client. BTS will have no further liability to the Client for damages or inconveniences caused to the Client. Client hereby expressly waives any claim he/she may have against BTS for such a cancellation.

In the event that BTS decides: a) that the Tour may jeopardize the safety or security of the Clients, BTS, or any staff of BTS and/or Services Providers; or b) the Tour cannot commence and/or continue for circumstances beyond the control of BTS, BTS may, in its sole discretion, postpone, cut short or cancel the Tour at any time. Such changes and/or cancellations may be necessitated for political, military, health, weather conditions or other valid reasons affecting local conditions, but will not be limited to the aforesaid reasons only. In such an event the liability of BTS is limited to refunding the Client such monies which represent unused services, less

a. any monies expended by BTS

b. any liability incurred by BTS, and

c. a reasonable amount of the Tour Price for services rendered by BTS.

10. TOUR PRICES

Unless otherwise specifically stated, Tour Price is stated in US Dollars (USD). Changes in the value of the USD or imposition of taxes, levies etc. may increase cost of land/air services and necessitate increase in the Tour Price. However, once the Tour Price is paid in full, the Client is guaranteed against future price increases provided the Client makes no change to the Itinerary.

11. TOUR SIZE

Each tour itinerary indicates the minimum and maximum / average group size.

12. CHANGES IN THE ITINERARY

BTS has made attempts to make each Itinerary accurate. In the event of circumstances beyond the control of BTS, BTS reserves the right to change carriers, flights and hotels and/or modify the Itinerary. In case where hotels have been changed/substituted, BTS will endeavor to provide hotels of similar categories. Any change in the Itinerary required by the Client will be charged at the rate of \$100.00 per person per change.

13. LIMITATION OF LIABILITIES

In this section, reference to BTS also includes Service Providers.

(A) BTS shall not be responsible for any injury, loss of life, damages or inconvenience caused to the person/property of the Client in connection with any services provided and/or included in the Tour, howsoever such injury, loss of life, damages or inconvenience is caused.

(B) The Client understands that during the course of this Tour risks and dangers may occur, including but not limited to the hazards of traveling in mountainous terrain, jungles, rivers, and/or other unpredictable forces of GOD, nature, accidents, illness in remote places with or without medical facilities, diseases, (the quality of medical facilities may be very poor or even non-existent), natural disasters, wars, riots, kidnapping, terrorism, insurrections or other political or military upheavals. The Client, by participating in this Tour, acknowledges and voluntarily assumes the risks inherent therein, and acknowledges that BTS shall not be responsible for any failure to perform its obligations.

(C) BTS hereby gives notice to the Client that it acts as an Agent for various local and overseas Service Providers who have agreed to provide various services during the Tour. BTS has made its best efforts to locate reliable Service Providers, but has no control over the quality of services of such Service Providers. BTS assumes no responsibility or liability for the quality (or lack thereof) of any services provided by the Service Providers or for any injury, damages, death, loss accident or delay caused thereby to the Client.

(D) The Client acknowledges that he/she is aware that there are Travel Advisories, Travel Warnings and Government directives advising and/or prohibiting nationals of their countries from traveling to certain countries. There may be similar further directives issued from the time of booking to the actual date of the tour. The Client understands the inherent risks involved in traveling to such or any countries

and voluntarily assumes the risks associated with any such travel, and the Client holds harmless BTS of any responsibility for any damage or injury to the Client or loss of property or life of the Client. BTS will not be responsible for any consequences that may flow from this choice of the Client. Client hereby fully absolves and releases BTS from any such responsibility or liability and waives any right of action against BTS for any damage whether such damage is financial, personal or both. Client is aware that Travel Advisory may affect the travel and trip cancellation insurances.

(E) Client acknowledges that they are solely responsible to determine that they are in sufficient good health to undertake the tour. There may be some days in certain tours that may require physical exertion, such as climbing stairs and walking on uneven terrain. In addition, client can expect early morning activities and long drives on rough roads. Some tours may also go through high altitudes, use of small boats and 4X4 vehicles. If client needs assistance with walking or other personal needs, client must be accompanied by an able companion to help as BTS may not be able to offer this kind of assistance.

(F) RELEASE OF LIABILITY. Client is aware that this is a release of liability and a contract between the Client and BTS done of free will.

14. EXCLUSION OF LIABILITY

In this section, reference to BTS also includes Service Providers.

(A) Client acknowledges and understands that participation in the Tour involves many risks and dangers. The Client understands that known and unknown risks and dangers associated with the Tour may result in personal injury, death, property damage or loss.

(B) The Client assumes and accepts, without limitation, all risks and dangers associated with their participation in the Tour. The Client waives any and all claims against BTS arising from or connected, directly or indirectly, with the Client's participation in the Tour.

(C) The Client releases BTS from any and all liability for any loss, damage, injury or expense that the Client, or their next of kin, may suffer or incur by reason of the Client's participation in the Tour due to any cause whatsoever, including tort, negligence, breach of contract, statutory or other duties by BTS or anyone else.

(D) The Client agrees to indemnify and hold harmless BTS for any liability for loss, damage, injury and expense suffered by the Client, and the Client will not make any claims against any persons who may claim contribution or indemnity or any other relief from BTS.

15. ENTIRE AGREEMENT

(A) Except as agreed upon by BTS in writing, this Agreement supersedes all prior and contemporaneous communications, and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether written or oral, regarding the subject matter covered in this Agreement.

(B) This Agreement shall be governed exclusively by the substantive laws of the Province of British Columbia and the laws of Canada applicable therein, and without application of principles of conflict of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction within the Province of British Columbia, Canada, in connection with any claims or disputes which may result from, arise out of, or relate to this Agreement.

16. LICENSING AND REGISTRATION

BTS is a licensed travel agent/wholesaler within the Province of British Columbia, CANADA. Client is made aware that all monies are protected and are held in a Trust Account as per the requirements of the BPCPA. BTS license Number is 592.

17. DISCLAIMER

BTS is not responsible for any errors, omissions or misquotes contained in this brochure or any other accompanying promotional documentation. The contents of said brochure or promotional documentation may be changed at any time (including, but not limited to, rates and itinerary) without notice and at BTS sole discretion.

The following words, where used in this document, will have the following meaning:

"BTS" means BTS, its directors, officers, employees, agents and representatives. "Client" will mean person/s taking the Tour, and "Service Providers" will mean independent contractors and their employees/agents who have contracted with BTS to provide various services to the Client during the Tour.