

TERMS & CONDITIONS

It is our intention to set out clearly and simply the responsibilities which we at Top Deck Tours Ltd, a company registered in in the United Kingdom, (Company Registration number 04905253), hereafter referred to as "Topdeck, us or we" have to You, your heirs, executors and assigns and any member of your party and their heirs, executors and assigns ("You") and which You, in turn, have to us when a contract is made between us. You should therefore read and understand the contents.

All coach trips in this brochure are operated by Topdeck and Your contract for your trip will be with Top Deck as the operator.

All Topdeck's trips are sold subject to the following conditions ("these Conditions").

1. (a) Please note that our trips are designed for young people between the ages of 18 to 39 years. We may in special circumstances approve persons outside this range. If You are 17 years of age and wish to book on one of our trips, please contact us before making a booking as we will require the written consent of your parent or guardian. We reserve the sole right to decline a booking request from You should we think our trips are not suited to You. Please note that legislation in North America may restrict persons under the age of 21 from participating in some aspects of the programmes.

(b) A contract between You and us will exist as soon as we issue an invoice in response to your request for a booking and the deposit has been paid to your travel agent or us.

BOOKING YOUR TRIP

2. Bookings can be made either through your local travel agent or with us direct and must be secured with a deposit of \$200 per person paid at the time of booking. (\$400 per person for Open Dated Passes). This deposit is non-refundable unless we cancel your trip. If You are making a booking within 42 days of departure, then full payment is required PROVIDED HOWEVER that if the trip comprises a special offer we may require full payment including any pre and post accommodation and sundry service charges to be paid at the time specified in the offer. Your booking is taken to be confirmed, and accepted when we issue an invoice. If your booking is made through a travel agent, we will address all correspondence to that travel agent. All monies paid by You to the travel agent will be held by them on behalf of Topdeck. If You arrange your trip direct with us, all correspondence and communications will be sent to your address in our booking file unless You specify otherwise. Balance of all payments is required at least 42 days prior to your trip departure date. If You do not pay within this period we may deem your booking cancelled and your deposit forfeited.

3. Alterations or cancellations by You after your booking has been accepted will be effected subject to the provisions of clauses 5, 6 and 7 of these Conditions.

4. Prices quoted in our brochures are calculated on costs and exchange rates at 01 July 2015. These prices may increase or decrease and we reserve the sole right to alter prices and other particulars contained in our brochures and on our website. Price changes in trips featured in subsequent brochure versions will supersede the prices in this brochure. (The version date is indicated on the back cover of this brochure). Before You make a booking we will provide You with details of the current price of your chosen trip This will also be displayed on the website. Once You have accepted this price and your booking has been confirmed in accordance with clause 2 that price will remain fixed and will not be subject to surcharges.

5. You must clearly state all your requirements at the time of booking. Please note that any dietary requirements will be a request only. We cannot guarantee special dietary requirements nor will we assume any responsibility or liability if your special requirements cannot be fulfilled. If You want to change any aspect of your booking including but not limited to a change to a trip of shorter duration or different departure date You must notify us as soon as possible in writing. We will do our best to accommodate your requested changes but You will be required to pay an amendment fee of \$60 per person per change. If a request is made less than 42 days before departure, normal cancellation fees will apply in accordance with clause 7 unless the transfer or change is to an earlier departure of the same trip. In the event of a request for a change to be made a new invoice will be issued by Topdeck and cancellation charges/amendment fees will be shown. All amendment fees are payable within 7 days of the issue of a new invoice or on the date of departure, whichever is the sooner.

6. If You are prevented from traveling as a result of illness, the death of an immediate family member, jury service, or other reason beyond your control which we consider significant, we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the trip, subject to You and the other person accepting liability for full payment of the trip cost and any additional costs arising from the transfer PROVIDED THAT we must be given at least 21 days written notice of the proposed change.

CANCELLATION BY YOU

7. Cancellation of a booking by You must be made in writing. We will not regard a booking as cancelled unless and until written notice is received by us. On cancellation the following charges will apply:

Days before departure	% of trip cost forfeited	Pre/post accom cost forfeited
Over 42 days	Deposit	Nil
42-29 days	40%	40%
28-14 days	60%	60%
13-7 days	80%	100%
6-3 days	90%	100%
2-0 days	100%	100%

Cancellation of Open Dated Passes before booking a departure date incur a \$400 cancellation charge. Once your chosen departure date is booked all booking conditions apply including cancellation charges as listed above.

FLIGHTS

Cancellation charges for the flight segment of the "Stars and Stripes", "West Coast Cruiser", "Road Trip USA", "Southern Exposure" and "American Dream" trips are:

Up to 42 days before trip departure: Included in trip deposit loss

Less than 42 days: \$60 plus any airline charges, which could be up to the full value of the ticket

CANCELLATION OR MODIFICATION BY US

8. Every effort will be made to operate all trips as advertised but it must be remembered that our trips are planned up to eighteen months in advance. We therefore reserve the sole right, at our discretion, to modify or cancel any trip, accommodation or arrangement at any time. We will notify You as soon as possible of any changes and they will form part of our contract with You. In the case of any material modification or cancellation, we will, if possible, provide You with three alternatives:

- (1) a trip of an equivalent or closely similar standard and price, if available;
- (2) a trip of a lower standard together with a refund of the difference in price; or
- (3) cancellation with a full refund of all monies paid.

9. A material modification is one which has a serious effect on your trip and includes a change of departure date, departure point or airport, or change of departure time of more than twelve hours, which would cause substantial inconvenience to You. We do not consider a change of accommodation, or

transport style a material change.

10. We will endeavor not to materially modify or cancel the trip within 42 days of the date of the scheduled departure unless compelled to do so because of circumstances beyond our reasonable control. If a material modification or cancellation is made by us within six weeks of the scheduled departure date for reasons other than Force Majeure in accordance with clause 20 You will receive compensation as stated in the scale below.

Period before scheduled departure date that we notify You or your travel agent together with the compensation offered.

Over 42 days	Nil
42-29 days	\$50
28-14 days	\$75
13-7 days	\$100
6-0 days	\$200

11. Topdeck reserves to itself the sole right to require a minimum number of participants for certain trips and in the event that there are insufficient bookings recorded by not later than 42 days before the scheduled departure date we will be entitled to cancel the scheduled trip, whereupon all monies paid by You for your Topdeck trip shall be refunded but no further compensation will be paid and You and Topdeck hereby agree to mutually release each other from any further obligations which would have been enforceable had the trip not been cancelled.

12. We reserve the right to alter or substitute the type of vehicle or style of transport mentioned in the brochure, depending on the number of passengers carried, which can vary from trip to trip. For group sizes of 13 or less we sometimes will use a minibus. Normally the maximum group size is 45 passengers. Please also note there are strict laws in North America governing driver's hours and this may necessitate utilizing public transport in some cities. We STRONGLY URGE all passengers within our vehicles to wear seatbelts at all times while the vehicle is in motion. This requires cooperation and action on your part. Your safety is not only the responsibility of our Leaders, but yours too, as the driver cannot be expected to constantly check to make sure that all passengers have buckled their seatbelts. Please also note that US Law regulates the total number of hours that your Trip Leader is available to work. We have designed our trips to make the most of your time in the States, but please understand that there are certain times during each day that your leader will need to be off duty from work. This includes having meal and rest periods and personal time. Due to these restrictions, particularly after the longer driving days, your leader may not be able to join you on some of the daily activities or may need to tend to other work duties during this time.

OUR LIABILITY TO YOU

13. Save where the provisions of Force Majeure apply, in the event that the trip does not reasonably comply with the description in the brochure, Topdeck may compensate You to a maximum value equal to twice the price of the trip but excluding insurance premiums and amendment fees AND Topdeck will only be liable to pay the maximum amount of compensation where there has been a total failure of consideration for your payment. Where the failure to provide such trip is not caused by any fault of Topdeck, its agents or suppliers or is caused by or contributed to by You, Topdeck will not be liable to pay any compensation.

14. If You are killed, injured or become ill during or as a result of, carriage by ship, train or coach forming part of the trip in circumstances where such death, injury or illness is not caused by or contributed to by You our liability to pay damages and/or the amount of compensation we will be liable to pay is limited in accordance with the liability of a carrier under any international Convention applicable to such events, including, but not limited to:

• In respect of carriage by sea: the Athens Convention 1974;

• In respect of carriage by rail, the Berne Convention 1961; and,

* In respect of carriage by road, the Geneva Convention 1973.

15. The terms of these Conventions are incorporated into and form part of our contract with You. You should know that the carrier will rely upon its 'conditions of carriage' which may limit or remove the carrier's liability to You and limit compensation under any international Conventions.

16. In the event that Topdeck (or its insurers) make any payment to You for death, personal injury or illness, You must give us or our insurers all and any rights You may have to take action against the party responsible for causing the death, personal injury or illness and You must co-operate fully with us in seeking recovery of any payment we may make from such party.

17. Your booking is accepted on the understanding that You appreciate the possible risks inherent in adventure travel and that You undertake the trips featured in this brochure of your own volition. Every effort will be made to operate all trips featured in this brochure but because of the number of places visited on trips there may be a necessity to vary the itinerary from that stated in the brochure. Delays may occur for a variety of reasons beyond our control, which may mean the changed itinerary may not be able to visit all places as shown in the original itinerary. The need for a flexible attitude to this type of travel is stressed in our publication. The final decision on the itinerary and the content of the trip will be taken by the Trip Leader, as appointed by us in the interest of the group as a whole. Please note that due to Public holidays or festivals some sights or activities may not be available on a particular trip.

18. No refund will be made for services made available by Topdeck but which for whatever reason are not used by You once the trip has departed.

OPTIONAL ACTIVITIES AND EXCURSIONS

19. During Your trip You will be offered the chance to purchase various optional excursions and activities. Topdeck does not own, operate or control any of the companies or individuals which provide the optional activities or excursions. Some of the optional activities and excursions, are inherently risky. If You want to take part in such optional activities or excursions You must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional activity or excursion will be those of the country where the optional activity or excursion takes place. Please note that these standards may not be the same as You would find in Your home country. If You wish to book any optional excursion or activity, You may do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. Topdeck acts only as their agent. Topdeck's Trip Leader will have further details and additional information can be found on our website. Topdeck accepts no liability for any act or omission of any operator, its employees, agents or sub-contractors.

EXCLUSION OF LIABILITY - FORCE MAJEURE

20. We do not accept liability for any loss, damage or expense resulting from war or terrorist activities threatened or actual, civil unrest, industrial action threatened or actual, weather conditions, fire, flood, drought, closures, unforeseen alterations to public transport schedules, rescheduling of aircraft or boats, epidemic or outbreaks of illness or any other event outside our control which either delays or extends or reduces the trip, or compels a change in the trip arrangements after departure.

CONTRAVENTION OF LAW

We will not be responsible for any loss or damage sustained by You as a result of a contravention of any law or regulation of any of the Countries or States visited while on the trip.

HEALTH AND MEDICAL CONDITIONS

21. If You have a medical condition or disability which may affect your trip, we ask that You inform us in writing at the time of booking the trip of any

special arrangements required by You so that we are able to advise as to the suitability of those arrangements. If we reasonably feel we are unable to satisfactorily accommodate your particular needs, we reserve the right to decline the booking or ask for You to be accompanied by a person who is able to provide full assistance to You throughout your trip.

YOUR LIABILITY TO US

22. You will not be permitted to embark or continue on the trip if your mental or physical condition is, in the reasonable opinion of any representative of Topdeck, such as to render You incapable of caring for yourself, or whereby You become objectionable to other passengers, or You become a hazard to yourself or other passengers. We will not be responsible for expenses resulting in You being precluded from completing the trip for any reason, nor will we refund You any part of your trip cost. In all cases we will notify You of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the trip departure where your condition manifests itself after the trip departure. Further, if the trip involves travel by air, the captain of your aircraft can refuse to allow You to fly on the aircraft if he believes that You could be dangerous or disruptive to other passengers on the flight.

TRAVEL DOCUMENTS

23. Please ensure You carefully read your invoice, tickets and all other documents we send to You as soon as You receive them, and contact your travel agent, or us immediately if any information appears to be incorrect. We will not accept any liability if You fail to notify us of any inaccuracy in any document within 14 days of us sending them to You or your agent. While we will do our best to rectify any changes made outside this time, it is your responsibility to meet any additional costs which may be involved, except in the case of an error made by Topdeck and where there is reasonable justification for You not contacting us within the specified time. You are responsible for ensuring that all necessary travel documents including, but not limited to, passports, visas and vaccination certificates are valid and subsisting. We strongly recommend that You verify current documentation requirements and all other relevant protocols and procedures associated with your trip with your travel agent or us. Please note requirements change and you must check with your Consulate for the most up to date information. Passports must have an expiry date of at least six months after completion of the trip.

INSURANCE

24. You must take out comprehensive travel insurance before You travel on your trip. Your insurance protection must include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances must be produced to Topdeck on request, (normally on day one of your Trip). Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

25. You hereby indemnify us against all third-party actions taken against us for loss or damage caused by You or arising from your participation on the trip.

26. In the event of You making a claim against Topdeck arising out of the trip, You hereby assign to us, any rights to take action against any third party supplier or any other person or party that Topdeck reasonably considers to be a party to the action and to co-operate fully with Topdeck should Topdeck or its insurers wish to enforce those rights which have been assigned to Topdeck.

27. In the event that You make a claim against us which is covered by your insurance policy, You agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify You in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

28. In the event of You not making a claim before 5 working days of the maximum length of time permitted by your policy, You must assign, by letter sent by courier delivery to Topdeck not less than 5 working days prior to the said specified time, the benefit of the policy and give immediate notice of such an assignment to your insurer.

COMPLAINTS

29. In the event of any dissatisfaction with the accommodation or any other service provided by Topdeck, You must report it immediately to the Trip Leader so that action can be taken to remedy the problem. Failure to notify the Trip Leader of any problem immediately may prejudice Topdeck and may result in your ability to claim compensation from us being extinguished or reduced. Any complaint made to Topdeck following the conclusion of the trip should be made in writing within 28 days of completion of the trip. In the event that You do not notify us in writing within 28 days, Topdeck's ability to investigate the complaint may be prejudiced and may extinguish your claim.

DATA PROTECTION

30. Topdeck has measures in place to protect the personal booking information held by it. However, in order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information You provide and pass it on to other relevant suppliers who are responsible for parts of your travel arrangements. In making this booking, your consent to this information being passed on to the relevant persons is deemed to be given unless You object and advise Topdeck of your objection at the time of booking. The information may also be provided to public authorities such as Customs or Immigration if required by them, or as required by law. This consent applies to any sensitive information that You give to us such as details of any disabilities or dietary/religious requirements.

SMOKING

31. Topdeck operates a non-smoking policy on our coaches (although we make frequent stops for breaks), and in most of our accommodation.

LUGGAGE

32. There are strict weight limits for coaches when fully loaded. Therefore You are only entitled to have one piece of main luggage of standard size (see the pre-departure information or our website for size limits), and not weighing more than 20kg. In addition You may bring a daypack.

GENERAL

33. You understand that future Topdeck advertising and publicity material may include statements made by passengers, or their photographs, and You consent to such use of your comments or photographic/video likeness.

34. No servant, agent, employee or representative of the Company has any right to alter, vary or waive any of these Conditions, nor undertake any activity likely to lead to increased liability whatsoever on behalf of Topdeck unless such is in writing and signed by a duly authorised person.

35. 36. All contracts for bookings made with Topdeck, for trips in this brochure, are governed by English law and are subject to the exclusive jurisdiction of the English Courts in the UK, should any dispute between us not be otherwise amicably agreed.

36. Interpretation

• In these Conditions, any words importing the singular or plural numbers shall include the plural or singular number respectively or words importing a particular gender shall include all genders.

• Notice required to be given in writing in these Conditions may be given by mail, facsimile transmission or email.