



Maeva!

Welcome to our world of travel, where we know...The Art of Travel!

Using our services as specialists in travel to The South Pacific, New Zealand, Australia, the Orient, Africa, Central and South America and Cruises saves you hours of research time and aids in the enjoyment of your holiday. This is our business and it is not given away, because we believe that a service that costs nothing gives you just that!

Kleon Howe

The Art of Travel holds as one of its highest priorities giving the best customer service to each of our clients. In order to make sure that we devote the required amount of time for each client and offer the best customer service to each, The Art of Travel offers you, our client, this review of our reservation's process and reservation terms and conditions.

Today's travel is a world of ever changing pricing, destination conditions, and availability. The Art of Travel's expertise in attention to detail and knowledge will be of great value to you in arranging your travel. The high standard to which The Art of Travel adheres has resulted in a very loyal client base and tremendous interest from new clients.

Please note: The Art of Travel requires that each travel itinerary, to be created, must have a minimum budget of US\$6000 or US\$3000 per adult traveler, whichever is greater.

To ensure that we are able to effectively work with each client, we request that all our clients fill out The Art of Travel's Client Questionnaire. The questionnaire is located on our website www.theartoftravelonline.com on the "How We Work" page. When you have completed the questionnaire please return it to us by our secure e-mail. Once we receive your questionnaire, we will contact you in one of two ways.

1. If you reside in the San Diego, California area, we will either call or e-mail you to set up a meeting between Kleon and yourself.

During the course of your meeting, Kleon will give to you The Art of Travel's Plan To Travel Deposit Contract for you to review. The deposit is exactly that, a deposit. It is fully refunded to the client(s) within two weeks of their return from their vacation. However, should the client(s) not utilize The Art of Travel's services, postpone their travel more than 6 months after the planned departure or cancel their travel for any reason before the scheduled final payment date, then the "Plan To Travel Deposit" becomes non-refundable. You may review this contract for as long as you wish and may even take it home with you. Once you are ready for Kleon at The Art of Travel to begin working on your travel itinerary, please return the "Plan To Travel Deposit Contract" to The Art of Travel. When we receive the contract, Kleon or a travel designer will begin to work on your itinerary.

2. If you do not reside in the San Diego, California area or choose to not have a meeting, Kleon will contact you directly by phone or e-mail and speak to you regarding your travel request.

At the end of this conversation, you can either go to our website www.theartoftravelonline.com to print off a "Plan To Travel Deposit Contract," or Kleon will be happy to fax one directly to you. Once you are ready to have Kleon begin planning your travel itinerary please sign the contract and return it to us. When we receive the contract, Kleon will begin to work on your itinerary.

****Please note that The Art of Travel's "Plan To Travel Deposit Contract" cancellation penalty is covered by most travel insurance policies should the cancellation or change be for a covered reason.****

The Art of Travel believes in creating a working relationship with each of our clients. We will create an itinerary for you with accompanying information, usually in links to specific websites or web pages that will explain more fully the destinations, hotels, or other travel information that pertains to your specific trip and requirements. Please remember this is only a first draft. Review it and contact Kleon or your travel designer with questions, comments, or changes to any or all aspects of the suggested itinerary. Kleon or your travel designer and you will then work as a team volleying information, suggestions, and ideas between each other to, in the end, create the perfect itinerary for you. At this time the pricing is a quote. Availability and pricing must be confirmed after the itinerary is approved by the traveler(s).

Once the itinerary is as you wish, the full itinerary will be sent to the client along with an approval form. Please return the approval form to us along with the required deposit. When this office receives the deposit, Credit Card Authorization and Itinerary Approval Form, the itinerary will be sent to the hotels, airlines, etc. to be confirmed both for pricing and availability. Once confirmed, the deposit will be fully non-refundable. In the event that any portion of the itinerary be unconfirmed, alternatives will be suggested and, if agreed upon by the client and returns confirmed the deposit then becomes fully non-refundable.

Terms and Conditions

1. Final payment for your travel arrangements is due approximately 60 days before departure. This varies due to time of year and type of travel. Clients will be notified at time of deposit for their trip and will be reminded two weeks before the final payment is due.

2. The Art of Travel personally vets ground operators with whom we work. These operators are unique in the industry for their quality of client management while our clients are in their area of control. Their accuracy of fair current pricing, access to accommodations for our clients and to be able to access accommodations that may be limited due to high season or last minute travel, offer the quality of travel that our clients wish and demand. We receive a quote from our ground operators based on the itinerary that we send to them which in turn is based on discussion(s) with our clients. The quote is a bundled package; and this information is proprietary. As a result, **The Art of Travel does not break down pricing.**

3. The Art of Travel receives client travel documents approximately two to three weeks before departure, at which time they are reviewed for accuracy and any special arrangements will be confirmed. As a courtesy to our clients', aircraft and/or rail seating will be requested if possible. Requested seating is at the discretion of the airlines and cannot be guaranteed. Once all documents are confirmed to be in order, The Art of Travel will ship the documents to the client's preferred shipping address. In order to confirm that clients have successfully received the delivery of their documents, a "signature upon receipt" is issued with all documents..

4. When the clients receive their documents, they should review them as **soon as possible** to ensure they understand the documents. If the clients have any questions or comments regarding the documents, they should contact The Art of Travel immediately.

Insurance:

5. The Art of Travel will offer travel insurance information to all clients. The Art of Travel *highly* recommends the purchase of travel insurance. Travel plans can be interrupted by many causes – weather, illness, death, and other emergencies – but once the deposit and /or final payment has been paid, the cruise or travel companies impose cancellation penalties and service fees and, if an emergency happens while you are on your trip, extra and unexpected additional expenses will inevitably arise. Please review the insurance information given to you. If you decide to not have travel insurance, The Art of Travel will require a decline of travel insurance form to be signed and returned to us before travel documents can be sent.

Additional Information and Charges:

6. The Art of Travel is not liable for any travel arrangements made by the clients themselves. Any portion of the clients' travel arrangements that will be reserved personally by the client must be revealed to The Art of Travel prior to the signing of the contract or penalties will be charged by The Art of Travel and its suppliers, for those reservations made by the clients. Penalties vary with destination, length of stay, type of airfare and accommodation.

7. A US \$75 service charge for documents processing and handling will be added to each itinerary.

8. Notices to the traveler may be sent by the most expeditious means including, but not limited to, e-mail, fax, express carrier, or United States mail. Notices to The Art of Travel may be sent by the same means.

9. Any agreement between The Art of Travel and the client shall be construed by and governed under the laws of the State of California, and the parties irrevocably agree to submit to the jurisdiction and venue of the courts of the State of California, County of San Diego, Central Judicial District, to resolve any dispute arising under or relating to these terms and conditions.

10. In any litigation, arbitration, or other proceeding, except mediation, by which one party either seeks to enforce its rights under this agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under these terms and conditions, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

11. This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

12. Nothing in this agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this agreement, nor shall any provision give any third persons any right of subrogation or action over any party to this agreement.

13. The waiver by The Art of Travel of any term or condition of this agreement is effective for that condition only and does not waive any other term and condition in the agreement.

14. If this contract is signed by a potential client and sent to The Art of Travel, it is not valid until the contract is also signed by an authorized person from The Art of Travel.

Thank you for reviewing The Art of Travel's Terms and Conditions

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