

## CONSUMER DISCLOSURE NOTICE

[PART OF CONTRACT OF SERVICE WITH BUENAVENTURA TRAVEL]

*PLEASE READ THIS NOTICE. IT CONSTITUTES PART OF YOUR CONTRACT FOR TRAVEL RELATED SERVICES. PLEASE CHECK YOUR DOCUMENTS WHEN YOU RECEIVE THEM. CALL THE TRAVEL AGENCY IF YOU HAVE ANY QUESTIONS. MOST DISCOUNT FARES INVOLVE RESTRICTIONS. CHANGING CARRIERS OR FLIGHTS COULD RESULT IN THE AIRLINE DEMANDING AN INCREASED FARE. CHECK WITH THE AIRLINE OR THE TRAVEL AGENCY BEFORE MAKING ANY CHANGES.*

**Buenaventura Travel** (herein "Travel Agency") is acting as a mere agent for SUPPLIERS (*identified on the accompanying documents*) in selling travel-related accepting services, or in accepting reservations or bookings for services that are not directly supplied by this Travel Agency (such as air and ground transportation, hotel accommodations, meals, tours, cruises, etc.). Travel Agency, therefore, shall not be responsible for breach of contract, failure to comply with any laws such as the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers, which result in any loss, damage, delay, inconvenience or injury to travelers or travelers' companions or group members.

Unless the term "guaranteed" is specifically stated in writing on your tickets, invoice, or reservation itinerary, Travel Agency does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of the hotel accommodations chosen, and agree that Travel Corporation will not be responsible if they are not satisfied.

### **Risks, Cancellations and Insurance**

Traveler assumes complete and full responsibility for, and hereby releases **Buenaventura Travel** from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. It is the passenger's responsibility to have proper passports or government issued IDs where permitted. For information concerning possible dangers at international destinations, contact the Travel Advisory Section of the U. S. State Department, (202) 647-5225, or access the State-Department's on-line travel advisory service <http://travel.state.gov/travel/warnings.html>. For medical information, call the U. S. Centers for Disease Control (CDC), (404) 332-4559 or log on to [www.cdc.gov/travel](http://www.cdc.gov/travel).

**Buenaventura Travel** shall not be responsible for any injuries, losses or damages in connection with terrorist activities, social or labor unrest, mechanical or structural integrity of air, sea, and ground transportation and accommodations, diseases, local laws, terrorists acts, bankruptcy or cessation of supplier or carrier services, climatic conditions, Acts of God, delays, changes or cancellation of travel due to weather conditions, hotel services, accidents or health related problems before or while in-transit to (e.g., an accident on the way to a tour), during, and after a tour, or any other actions, omissions, or conditions outside of **Buenaventura Travel**'s control.

If travel plans are delayed or cancelled for any reason there will be no refunds issued by **Buenaventura Travel**. There will be no refunds for cancellations made 90 days or less before departure, including

cancellations due to actual or threatened terrorist events. There will be no refunds due to fear of travel from actual or threatened terrorists events.

It is the traveler's responsibility to protect their purchases and Travel Insurance is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks; information is available through this Travel Agency regarding travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By embarking upon his/her travel, the traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency.

### **ALTERNATIVE DISPUTE RESOLUTION**

#### **The International Forum of Travel and Tourism Advocate's (IFTTA) clause For Travel Agent and Tour Operator Contracts**

##### **Mediation and Arbitration**

**Buenaventura Travel** desires to maintain friendly relationships with its clients (agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, **Buenaventura Travel** has established an alternative mediation program in the event of a misunderstanding or dispute between **Buenaventura Travel** and its clients.

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the *World Travel Dispute Center* under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is not successful, the parties will settle by binding arbitration administered by the World Travel Dispute Center under the applicable guidelines as established by IFTTA. Judgment on the award rendered by the arbitrator(s), or written agreements of the parties, may be entered in any court having jurisdiction thereof or written agreements of the parties. If litigation is necessary to enforce this agreement, the prevailing party(s) shall receive costs and attorney's fees.