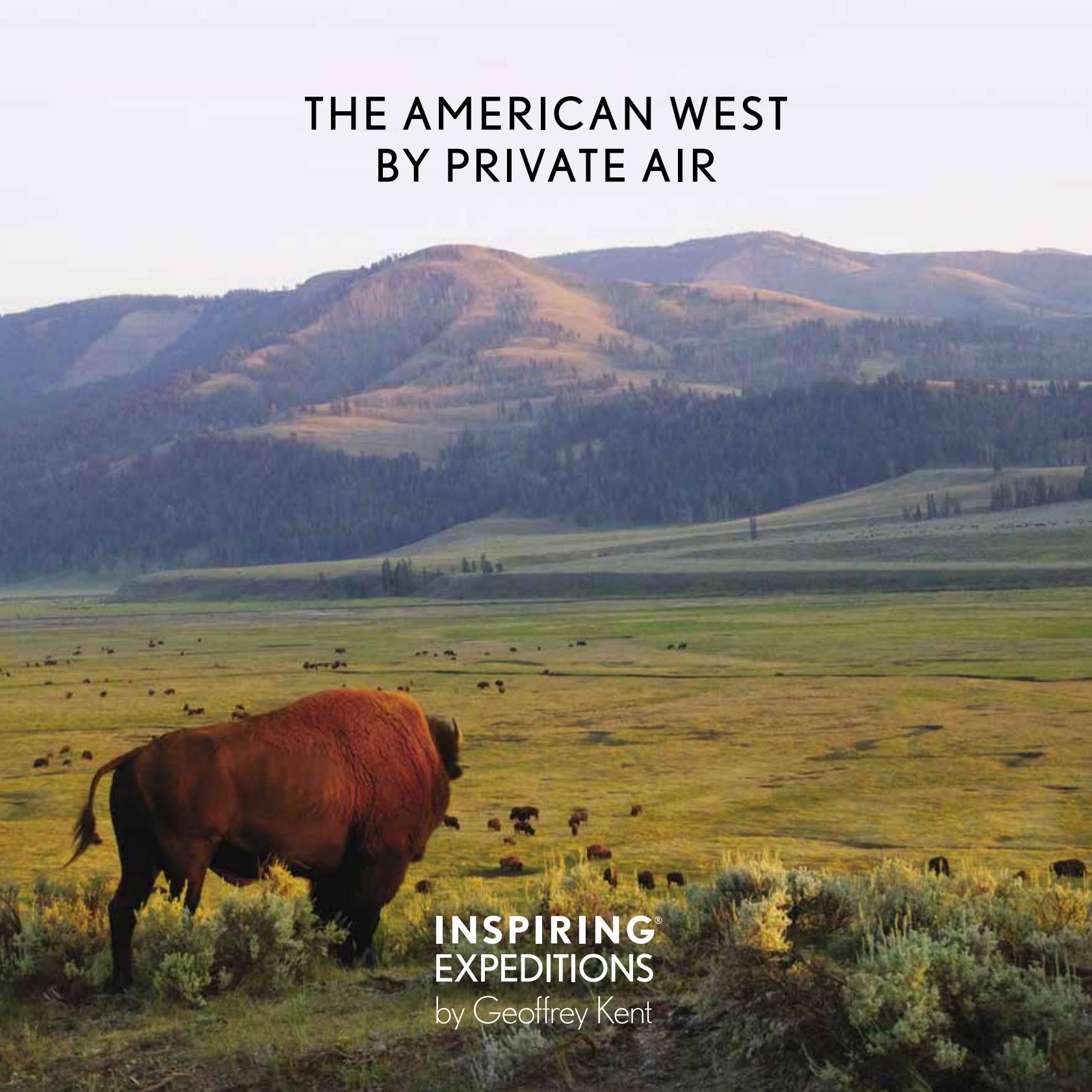


THE AMERICAN WEST BY PRIVATE AIR

A large, brown bison stands in the foreground on a grassy slope, facing right. The background features rolling green hills and mountains under a clear sky. A herd of smaller bison is scattered across the valley floor.

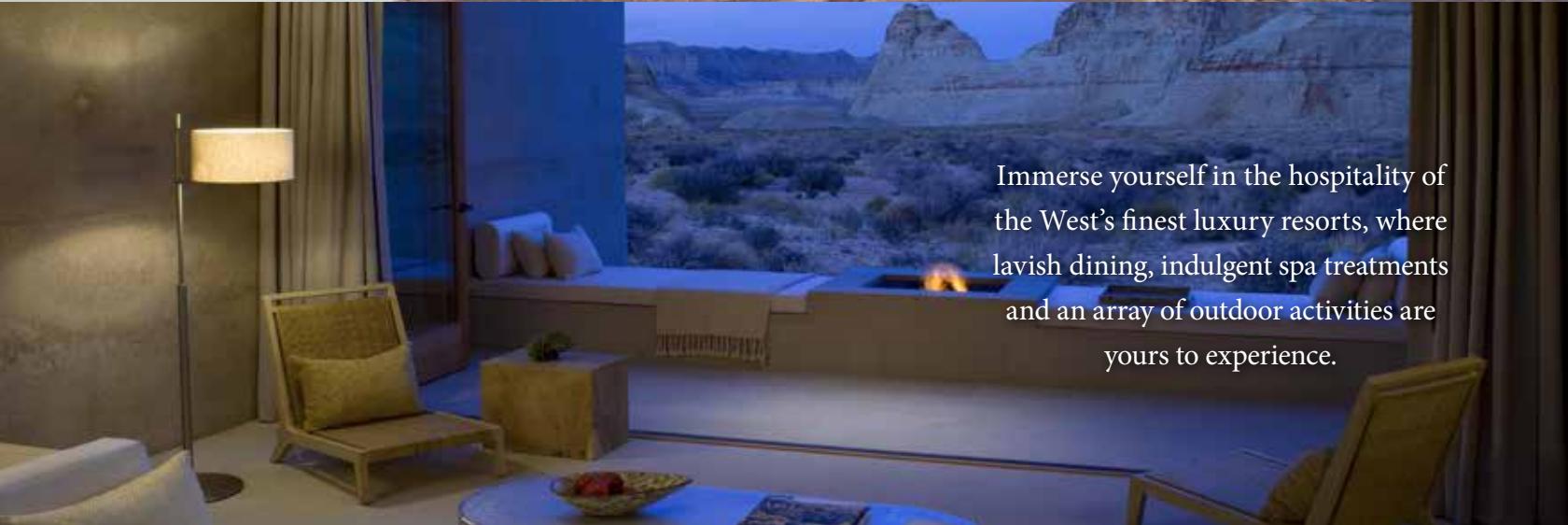
**INSPIRING[®]
EXPEDITIONS**
by Geoffrey Kent



Join Geoffrey Kent on a once-in-a-lifetime exploration of the American West, flying in comfort by chartered private jet on an itinerary spanning California's most exclusive wineries and the iconic natural wonders of four national parks.



Cruise across the Golden Gate Bridge in Sprinter convertibles, peruse a private collection of artwork and explore the Grand Canyon by helicopter on an expert-led private excursion, complete with lunch on a promontory overlooking the canyon floor.



Immerse yourself in the hospitality of the West's finest luxury resorts, where lavish dining, indulgent spa treatments and an array of outdoor activities are yours to experience.

THE AMERICAN WEST BY PRIVATE AIR

An Inspiring Expedition by Geoffrey Kent

June 1-12, 2022 | Limited to 22 Guests | Double Occupancy: £101,500; Single Supplement: £15,035

Drive over the Golden Gate Bridge and along scenic Coastal Highway 1 in Sprinter convertibles

Savor private wine tastings and food pairings at some of Napa Valley's most acclaimed wineries, opened exclusively for you

Explore America's most majestic landscapes, including Arches, Grand Teton, Grand Canyon and Yellowstone national parks, enjoying access to sites not normally open to the public

Visit a private ranch and art collection

Take a leisurely float down the Colorado River, lined by sheer red-rock canyon walls, and go ashore for a barbecue lunch

Enjoy a gourmet barbecue and campfire amid the rock formations of southern Utah, with a Hopi Native American cultural performance

Experience the Grand Canyon accompanied by an authority on its geology and history, and soar over the canyon on a thrilling helicopter flight

Meet Navajo artist Shonto Begay at a private reception, learn his story and see samples of his work

Travel in confidence knowing that A&K observes the most up-to-date health and safety practices.



THE EASE AND CONVENIENCE OF PRIVATE AIR

Your chartered Dornier 328 operates out of private facilities and features business-class leather seats as well as a dedicated luggage manager.





WEDNESDAY, JUNE 1, 2022 | *Arrive San Francisco, California*

Arrive in San Francisco and transfer privately to your accommodations at the iconic Fairmont San Francisco Hotel atop Nob Hill. Transfer from your hotel to Waterbar for cocktails and a private dinner with Geoffrey Kent and your Inspiring Expedition staff. Waterbar is San Francisco's foremost seafood restaurant located on the waterfront with sweeping panoramic views of the San Francisco Bay, the Bay Bridge and Treasure Island. Enjoy San Francisco-style musical entertainment as you dine.

Fairmont San Francisco | Meals: D

THURSDAY, JUNE 2 | *Napa Valley*

This morning, head out in Sprinter convertibles across the Golden Gate Bridge and northward along Coastal Highway 1 through redwoods to Sonoma Valley. You are welcomed at the Farmhouse Inn Restaurant (Michelin 1-Star) with a private oyster- and wine-tasting reception on the lawn, hosted by local winemakers, followed by lunch with the owner. Farmhouse Inn is located in the heart of the Russian River Valley and is the gateway to Sonoma, and features fresh ingredients straight from the owners' farm, accompanied by fine wines perfectly suited to complement the dining experience. After lunch, continue by motorcoach to Bardessono Hotel & Spa, your home for the next three nights. The late afternoon is free for tennis, pool, the spa or relaxation. Tonight's dinner is hosted by Tusk Estates owner Michael Uytensu in his personal wine cave. Born from one of the best vineyards in Napa Valley, Tusk wine is master winemaker Philippe Melka's masterpiece. Tusk Estates is opened exclusively for you tonight. ***Bardessono Hotel & Spa | Meals: B L D***

FRIDAY, JUNE 3 | *Napa Valley*

After breakfast, enjoy your choice of activities: Exercise in the workout room, practice yoga, play a game of tennis, enjoy a luxuriating spa treatment, take a guided hike or bicycle trek, or simply relax. Later in the morning, depart for a private tour and barrel tasting at the exclusive Kenzo Winery, home to some of the world's finest wines, followed by a multi-course wine-paired lunch. Then continue to Promontory Winery overlooking the Napa Valley. Truly a world apart from the Napa Valley that most people experience, this secluded canyon features diverse





geology, dramatic slopes and panoramic exposures. After a delicious wine tasting, return to the resort mid-afternoon, where the time is yours to relax or participate in the resort's activities before freshening up prior to a private dinner at Peju Vineyard. Enjoy an interactive cooking demonstration, wine tasting and a vineyard dinner with the owner and winemaker. Farming organically and sustainably, their estate-grown fruit develops into award-winning wines that exhibit a graceful pairing of power and elegance. Enjoy a stroll through the beautiful gardens and perhaps browse the second-floor art gallery. Peju Winery has been reserved exclusively for you.

Bardessono Hotel & Spa | Meals: B L D

SATURDAY, JUNE 4 | *Napa Valley*

After breakfast, enjoy your choice of activities. You may exercise in the workout room, practice yoga, play a game of tennis, enjoy a luxuriating spa treatment, take a guided hike or bicycle excursion, or simply relax. Later this morning, head to the Constant Diamond Winery, perched on the summit of Diamond Mountain in the northern Napa Valley. Producing collectible wines since the early 1990s, this is one of the area's highest and smallest wineries. In the afternoon, you may wish to explore some of the tasting rooms, boutiques and art galleries in the quaint town of St. Helena, or return to the resort for some time at leisure. This evening, dine at Thomas Keller's legendary French Laundry restaurant, a culinary experience that tops every foodie's bucket list. Chef Keller continues to pair classic French techniques with wildly fresh ingredients in a setting that is a perfect storm of restaurant greatness. Located in Yountville, The French Laundry is the very picture of bucolic charm, with ivy creeping up its stone facade and a tastefully decorated dining room.

Bardessono Hotel & Spa | Meals: B L D

SUNDAY, JUNE 5 | *Marin County & Page, Arizona*

Head out this morning for a very special surprise stop at one of northern California's most exclusive locales. Continue to the Santa Rosa Airport to board a private charter bound for Page, Arizona. Check in to your accommodation at Amangiri, with time to rest and freshen up before dinner. Gather for sundowners and dinner on a private terrace at





Amangiri, followed by a laser light show on the surrounding cliffs and stargazing with a local astronomer. *Amangiri* | Meals: **B L D**

MONDAY, JUNE 6 | *Colorado River*

Start the day with your choice of Design Your Day activities, from a private stretching and yoga class to a private hike. You may also take advantage of your resort's workout room, pool and spa. Later this morning, depart for a private float trip on the Colorado River through the Glen Canyon. This is a flat-water float along a winding waterway with sheer red-rock walls rising 800–1,500 feet on either side. Pause for a gourmet picnic lunch along the river. Depart on horseback or vehicle for on-property sundowners and an outdoor barbecue dinner by a campfire. Enjoy a Hopi Native American cultural and dance program.

Amangiri | Meals: **B L D**

TUESDAY, JUNE 7 | *Grand Canyon*

Board a charter aircraft for the short flight to the Grand Canyon Airport. Enjoy a private excursion in Grand Canyon National Park, including lunch on a private point jutting out over the canyon. With its staggering dimensions — 277 miles long, up to 18 miles wide and over a mile deep — Arizona's Grand Canyon occupies a special place in the mythology of the American West. Carved out of layers of rock over untold millennia by the mighty Colorado River, the canyon welcomes millions annually who come to descend to its floor, fly over its vast expanse or simply stand on its rim and behold the view. Your excursion is led by Wayne Ranney, author of *Carving Grand Canyon*, and includes vista points, historic sites, a private visit to the home and studio of the Kolb Brothers (the first to photograph the canyon in late 19th century; their studio is not open to the public), the archives of the museum, and more. Conclude your visit to the canyon with a dramatic helicopter flightseeing excursion over the vast chasm. Return to the airport for your charter flight back to Amangiri. Navajo artist Shonto Begay joins you for cocktails and shares images and stories over dinner on a private terrace at your resort.

Amangiri | Meals: **B L D**





WEDNESDAY, JUNE 8 | *Arches National Park*

This morning, depart for Page Airport and your private charter flight to Moab, Utah. Set out on a private excursion in Arches National Park, discovering its unusual geologic formations, such as the 60-foot-tall, freestanding Delicate Arch; the Marching Men, seven towers lined in a row in the Klondike Bluffs area; and the Eye of the Whale, as well as arches not accessible to the general public. Stop for a gourmet picnic lunch en route. Return to Moab Airport and fly on to Driggs, Idaho, and transfer to your accommodations at Amangani. Enjoy sundowners on a private terrace overlooking the Teton Range, followed by a private dinner in the resort. *Amangani* | *Meals: B L D*

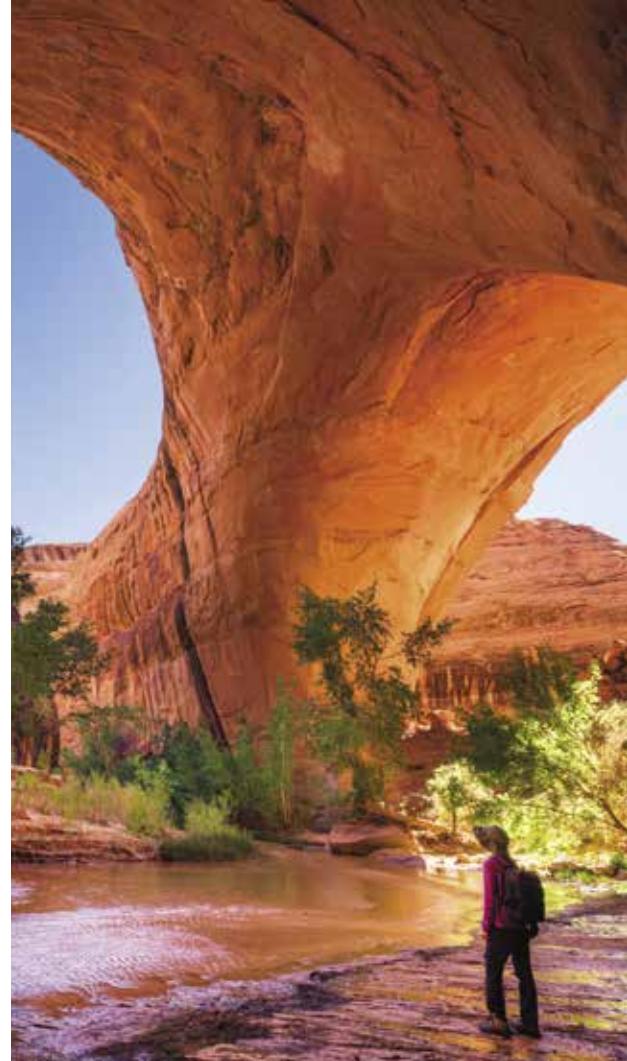
THURSDAY, JUNE 9 | *Jackson, Wyoming*

Start the day with the Design Your Day activity of your choice. Your options are plentiful, including horseback riding, hiking, biking, spa treatments or browsing the shops and galleries in downtown Jackson. Return to Amangani by mid-afternoon to relax and freshen up. This evening, head out to the National Museum of Wildlife Art for cocktails, dinner and a private, after-hours curator-led tour of the collection, which holds over 5,000 pieces from more than 500 artists.

Amangani | *Meals: B L D*

FRIDAY, JUNE 10 | *Grand Teton National Park*

Head out early this morning for a game drive in Grand Teton National Park. For rugged, snow-capped peaks that jut upward into brilliant blue sky, and verdant, pristine valleys laced with rivers, forests, wildflowers and wildlife, few places in North America can rival Grand Teton National Park. Today, what was once the isolated province of fur trappers and homesteaders is a bountiful natural treasure set aside for all to enjoy. Animals are at their most active as you set out, providing good opportunities for finding the park's iconic species, including bears, moose, antelope, bison and elk. Lunch is at your leisure at Amangani with time to relax and enjoy the pool and spa, or take a guided hike or horseback trail ride. Later, depart for a private dory float trip on the Snake River, ending at tepee basecamp for an outdoor barbecue dinner, campfire and a group photography session. *Amangani* | *Meals: B L D*





SATURDAY, JUNE 11 | *Yellowstone National Park*

This morning, depart Jackson for a flightseeing excursion over Grand Teton National Park and southwestern Yellowstone to West Yellowstone. This unforgettable flight provides a perfect perspective of the dramatic topography of these two exquisite natural wonders. Explore Yellowstone National Park, America's first and most iconic national park. Its more than 3,400 square miles of wide-open spaces offer a stunning and unique topography that includes lakes, canyons, rivers, mountains and a multitude of geothermal features, such as Grand Prismatic Spring, Mammoth Hot Springs and the famed Old Faithful Geyser. A haven for wildlife as well, the park boasts hundreds of species, among them moose, elk, wolves, grizzly bears and the nation's largest public herd of bison; your private park biologist guide illuminates the complex interplay of these and other species in the park ecosystem. Pause for a gourmet picnic lunch. This evening, celebrate your journey with cocktails on a terrace overlooking the Teton Range, followed by a gala farewell dinner at Amangani. *Amangani* | *Meals: B L D*

SUNDAY, JUNE 12 | *Depart Salt Lake City*

Transfer to Driggs Airport to board your private air charter to Salt Lake City to connect with your homebound flights. *Meals: B*







YOUR ACCOMMODATIONS



Bardessono Hotel & Spa

Nestled in verdant Napa Valley, California, Bardessono embodies a holistic model of hospitality, featuring a harmonious design that combines simple, elegant indoor spaces with beautiful gardens. The graceful spa offers an array of seasonal treatments, while Lucy Restaurant & Bar features cuisine straight from the resort's garden for a full range of "field-to-fork" dining fare.



Amangiri

Tucked among dramatic rock formations, Amangiri's seven desert-inspired suites each feature an outdoor lounge and fireplace. Enjoy modern Southwestern cuisine and views of the desert in the restaurant, and savor every irresistible amenity, from the 25,000-square-foot spa to the resort's stables and riding trails, the perfect way to take in your awe-inspiring surroundings.



Amangani

Amangani affords stunning views of the Grand Tetons and Snake River Valley, with fireplaces and patios or balconies gracing each room and suite. The restaurant serves delectable cuisine prepared from ranch-raised meat, fresh fish and seasonal farm-to-table produce, while a heated outdoor pool, spa, steam room and library round out your elegant experience.

TERMS & CONDITIONS

TERMS AND CONDITIONS – THE AMERICAN WEST BY PRIVATE AIR: AN INSPIRING EXPEDITION BY GEOFFREY KENT – JUNE 01 – JUNE 12, 2022

Created: 23 November 2021

Please read the following information carefully. In order for your reservation to be completed, you must indicate your acceptance of the terms of the Agreement by signing and submitting the Reservation Form to Abercrombie & Kent Limited.

This agreement sets forth the terms and conditions under which Abercrombie & Kent Limited (“The Company”) of St Georges House, Ambrose Street, Cheltenham, Gloucester. GL50 3LG, which is registered in England under company number 1082430. The Company agrees to provide the services described in the brochure for - The American West by Private Air: An Inspiring Expedition by Geoffrey Kent from June 01 – June 12, 2021. The following conditions together with our Privacy Policy and the relevant information set out on our website will form part of your contract with the Company. Please read them carefully before you book.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Terms and Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

CHARTER TOUR PRICE

The price of the full Tour is £101,503 per person, double occupancy, with an additional £15,038 charge for a single room (subject to availability). Tour prices include charter flight, all applicable taxes and the additional services as described in the ‘The American West by Private Air: An Inspiring Expedition by Geoffrey Kent’ brochure. Prices reflected in this contract are based on current taxes and jet fuel costs. Rises in cost of tax and/or fuel could necessitate a supplemental charge. Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion. Except for “significant changes,” as described below, no refund will be made for any accommodations or services included in the charter price which you voluntarily do not use.

1. BOOKING YOUR HOLIDAY

(a) Our aim is to provide the right holiday to suit your requirements. You can call us on +44 (0)1242 547 892 or email: info@abercrombiekent.co.uk to discuss or make a booking

and provide you with a price per person. In order to maintain our customer services standards and to assist with the ongoing training of our staff we may record or monitor our telephone conversations or emails with you.

(b) To secure your booking we require a non-refundable deposit of £20,676 per person and a signed contract is required to secure a confirmed reservation for the Tour. A second non-refundable payment of £30,075 will be due on January 31, 2022. Final payment of £50,752 will be due on or before March 02, 2022. If your reservation is made within 90 days of departure (on or after March 03, 2022), the entire cost of the trip must be paid at the time of confirmation. If the Tour is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

Payment can be made by cheque, bank transfer or by most major credit cards in favour of The Company and can be paid in British Pounds, US Dollars or Euros. If for any reason, we do not accept your booking your deposit will be returned. If you are due a refund, the Company will return the amounts due to the same bank account or credit card that was used when the original payment was made and in the same currency that the Company originally received the funds.

Please note: A minimum age to participate in this programme applies. Please inquire at the time of booking.

(c) On receipt of your correct deposit we will book your arrangements and issue a Confirmation Invoice. A contract will come into existence on the date on which we issue a Confirmation Invoice. We (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate.

(d) It is important for you to check the details on the Confirmation, and ATOL Certificate where applicable, as soon as you get it, as these set out the services we have agreed to provide. In the event of any discrepancy please contact us immediately. If you arrange your holiday directly with the Company all correspondence and other communications will be sent to the address of the person who made the initial payment unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

(e) If your booking is made through a travel agent, the Company will address all communications to that travel agent, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a travel agent under or in contemplation of this contract will be held by the travel agent for the Company until such monies are forwarded to the Company. Any money paid to a travel agent in respect of a booking covered by the Company's ATOL is held by that travel agent on behalf of, and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of the Company and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to

the Company.

(f) Final payment of the cost of your arrangements is due 90 days prior to departure. If your reservation is made within this period, the entire cost of the trip must be paid at the time of the request in order to secure confirmation. If it is not paid in time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 2(c) below will become payable.

2. AMENDMENTS & CANCELLATION

(a) Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be in writing and signed by the person who made the initial payment. If it is possible to make the amendment, it will be subject to an amendment charge of £50 per booking, together with all communication charges or other expenses incurred by the Company as a result of the change. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. Please note that save for the transfer of a booking, it will not be possible to make changes within 28 days of your departure date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2(c) below will apply dependent upon the conditions imposed by our suppliers. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you and the cancellation charges detailed in clause 2(c) will be payable by you.

If you wish to change your arrangements while on your holiday, all costs are payable by you

(b) Transfers of Booking

If you cancel and provide a substitute participant for this trip, you will receive a full refund of money paid toward the charter price less an administrative charge of £50 within 14 days after the substitute has paid in full. **The costs for visas, commercial air tickets, and pre-tour or post-tour independent arrangements may not be refundable.**

The transfer of participant can occur, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 10 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these Terms and Conditions and all other terms of the contract between us.
- e. flight tickets may not be able to be transferred in which case a replacement ticket for the transferee would need to be purchased.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement,

cancellation charges as set out in clause 2(c) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

(c) Cancellation by you

All cancellation requests must be in writing, by the person who made the initial payment. Cancellations are effective on the day they are received by the Company. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation.

If you cancel your reservation, your right to receive a refund is limited, per the following schedule:

Written advice of cancellation received	Cancellation fees per person
On or before 01 February 2022	£20,676
From 01 February 2022 to March 02, 2022	£50,751
On or after 03 March, 2022	100% of programme price

(d) Cancellation by You due to Unavoidable & Extraordinary Circumstances

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

(e) Cutting your trip short

If you are forced to return home early, the Company cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, the Company will not offer you any refund for that part of your holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

(f) Accuracy of information

We check the information which we provide about our holidays very carefully. However, tour, excursion or cruise itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, may cause some of the amenities we have described to be unavailable or different from those advertised. When we are told of any significant or long-term

changes, we will always endeavour to advise you as soon as possible, prior to your departure.

This clause 2 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

(g) Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our website are accurate at the time of publication. However, changes can occur, and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all holidays as advertised. We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels, local transport operators and guides, over whom we have no direct control. In very rare circumstances, the Company may have to modify a holiday before you depart. Most of these changes are minor. If we make a minor change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard and changes of carriers.

We also deem certain Covid-19 related travel and destination requirements as minor changes in that we do not expect these changes to significantly affect the performance of the holiday or your overall holiday enjoyment. Such changes may include the requirement to wear face masks, make regular use of sanitising stations and maintain social distancing. Some changes may also affect the availability of certain services and facilities. We expect all customers to adhere to the local and national guidance that is in force at the destination and whilst travelling to and from the destination. See clause 16 for more information.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following.

- A change in the departure or return date, unless the change results from a flight delay required by the Air Carrier that does not exceed forty-eight (48) hours, and of which The Company received less than two (2) days notice.
- A change in the origin or destination city, unless the change affects only the order in which cities are visited.
- A substitution of any hotel of lesser quality that is not named in this contract.
- A price increase of more than 10 percent (10%).

Notice of any “significant” described in this paragraph will be given within seven (7) days of learning of the change, but at least ten (10) days prior to the scheduled departure date. Provided, however, that if the Company first learns of a significant change within ten (10) days of the scheduled departure date, it will notify the passenger as soon as possible. **Within seven (7) days after receiving notification of a significant change, but in no event later than departure, you may cancel your reservation and you will receive a full refund. If a significant change occurs after the departure of the flight which you are unwilling to accept, The Company will refund after the return date named in this**

agreement, that portion of your payment which applies to any services not provided.

If you cancel and receive a full refund following a significant change made for any reason other than Force Majeure or Low Bookings, you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change. Also, in addition to a full refund of all monies paid by you, we will pay you compensation as detailed below if you do not accept the alternative arrangements we offer you and cancel your booking or if we cancel your booking and no alternative arrangements are available the compensation that we offer does not exclude you from claiming more if you are entitled to do so

(h) Compensation when Notification of Change is sent

Compensation when notification of change is sent	
Days prior to departure	Compensation per person
More than 42 days	£10
29-41 days prior	£20
15-28 days prior	£25
0-14 days prior	£30

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a significant change or cancel your arrangements more than 180 days before departure;
- where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure.(see clause 15)

If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of Force Majeure) or, alternatively, you will be returned to your point of departure and the company will, where appropriate, pay compensation. No compensation is payable in the case of Force Majeure.

(i) Cancellation by the Company

The Company reserves the right to cancel the Tour at any time for any reason whatsoever, in its sole and unreviewable discretion. Provided, however, that the Company shall have no right to cancel the Tour less than ten (10) days before the scheduled departure except due to circumstances that make it physically impossible for it to operate the Tour. If a charter is cancelled 10 or more days before the schedule departure, the Company will notify you in writing within 7 days after

the cancellation, but in any event, at least 10 days before the scheduled departure. If cancellation within 10 days of the departure date is required because it is physically impossible to operate the Tour, The Company will notify the passenger as soon as possible. If you fail to pay the balance of the holiday price by March 2, 2022, or as a result of low bookings, the Company will treat your booking as cancelled and levy the cancellation charges set out in clause 2(c).

3. PRICE POLICY

(a) We reserve the right to alter the prices of any of the unsold holidays shown in our brochure or on our website and correct errors in the prices of confirmed holidays. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

(b) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

(c) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking and prices may go up or down. While we do our utmost to avoid such a scenario, due to human or computer error there may on occasion be an incorrect price shown in a brochure or online. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible. We do have to reserve all our rights in a situation such as this which may include cancelling a holiday if the actual price applicable to the holiday is not acceptable to you. We will of course allow you to amend your holiday with us, if you so wish, to an alternative holiday at the correct price.

(d) We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- a. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b. the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- c. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

(e) We will absorb, and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within

7 days from the issue date printed on your final invoice.

(f) Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

(g) There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

4. RESPONSIBILITIES OF THE COMPANY

(a) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards.

(b) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. The descriptions, information and opinions given in our brochures or on the website by the Company in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of printing.

(c) We will not be responsible or pay you compensation for any personal injury or death unless you are able to provide that it was caused by our negligence or the negligence of our suppliers.

(d) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense cost or other claim of any description if it results from:

- a. the acts and/or omissions of the person affected; or
- b. the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. force majeure (See clause 16)

(e) We limit the amount of compensation we may have to pay you if we are found liable for loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind. The maximum amount we will have to pay for any other claims which don't involve injury, illness or death is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(f) The extent of the Company's liability will in all cases be limited as if the Company were carriers under the appropriate conventions when it comes to claims in respect of international travel by air, sea and rail, or any stay in a hotel. International Conventions which apply include: in respect of carriage by air, the Montreal Convention 1999 and the Warsaw Convention 1929 (including as amended by The Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne/Cotif Convention 1961; and in respect of

carriage by road, the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained caused by an accident which takes place onboard the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(g) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

(h) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(i) Subject to these Terms and Conditions, if we or our suppliers negligently perform or arrange those services set out in the Confirmation invoice and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Terms and Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us

(j) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaint's procedure set out in these conditions.

(k) Our suppliers (such as accommodation or transport providers) have their own Terms and Conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

(l) If we make any payment, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and

must co-operate fully with us in seeking recovery of any payment we make and any other assistance we may reasonably require.

(m) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. The Company has no control over such decisions and is therefore unable to accept responsibility for them. Where, as a result of force majeure we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. We strongly recommend you have adequate travel insurance for your holiday and should claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (c) above.

(n) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. If the circumstances continue beyond a three-night period our responsibility under this clause will cease and you will need to claim upon your travel insurance where you are able to do so. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as pandemic, epidemic and/or the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

(o) Please be aware that the Company accepts no responsibility or liability for any destination that imposes access restrictions or otherwise hinders peaceful enjoyment of destination services and facilities based upon race, gender or sexual preference. The Company will provide general information in line with its obligations however, you accept that it is your responsibility to thoroughly research your intended destination to ensure that it satisfactorily meets your holiday needs and requirements

(p) The Company reserves the right to modify the programme itineraries, including arranged sightseeing and featured experts, and substitute accommodations, including vessels, aircraft and trains at any time due to unforeseen circumstances or circumstances beyond The Company's control. Reasonable efforts will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued.

5. YOUR RESPONSIBILITIES

(a) Make yourself travel aware - Before making a booking, please consult the travel advice produced by the government of your home jurisdiction, as well as that of the government who issued the passport and/or visa you intend to travel under.

Also ensure you make yourself familiar with the Foreign, Commonwealth and Development Office advice on staying safe and healthy on your trip – www.gov.uk/travelaware. Advice can change, so always check regularly for the latest updates.

(b) If the Foreign Office advises that people should not visit a particular country, we will act on this advice. US residents who

are planning a holiday with us should be aware that the US State Department issues a travel warning when, based on all relevant information, it determines that Americans should avoid travel to or within a certain nation. The State Department maintains a list of nations under a travel warning on its website at: http://travel.state.gov/travel/cis_pa_tw/tw_1764.html. American travellers are advised to check this before making a booking.

(c) In the event of active government advice and warnings against travel to a specific destination or location(s) of a trip, should the traveller still choose to travel, notwithstanding such travel advisory or warning, the traveller assumes all risks of loss, personal injury, death or property damage from any event that may arise out of or associated with the travel advice or warnings given.

(d) It is important that you check the details on your Confirmation Invoice when you receive it. In the event of any discrepancy, you should contact the Company or your travel agent.

(e) General information concerning passport, visa and health requirements applicable to UK Citizens is set out in our literature. However, such requirements are subject to change and you must check current requirements before departure. Many countries require that passengers' passports are valid for at least six months after the completion of their journey, and/or contains blank pages (for visas). Please visit www.gov.uk/foreign-travel-advice for advice by country. Some destinations also require visas and additional documentation and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel. Further information is available from Visa Central (<http://visacentral.co.uk/>). You should also contact your medical advisor or a specialist vaccination centre for details of the measures you will need to take prior to departure. It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. The Company cannot be held responsible should you or any member of your travelling party be denied entry to a country and the Company does not accept any responsible or if you incur any other loss due to non-compliance with these requirements. Please consult the travel advice produced by the government of your home jurisdiction, as well as that of the government who issued the passport and/or visa you intend to travel under for further details. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa or immigration requirements. You agree to reimburse the Company in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

(f) Approximately 7 days before departure you will receive your flights tickets together with other information concerning your holiday. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24-hour clock system, may have been adjusted since you received your Confirmation Invoice.

(g) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for any delay which is due to force majeure or for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of

your holiday. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

(h) Most people go on holiday for rest and relaxation, so if in our reasonable opinion or that of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. The Company cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with the Company.

(i) If you lose any personal items whilst on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

(j) You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and you authorise the Company to automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.

6. INSURANCE

We cannot emphasise enough the importance of purchasing comprehensive travel insurance prior to date of travel. This insurance should be commensurate to the value of your booking, and cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. If you suffer from a disability or medical condition, you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you whilst on holiday.

7. AIRLINES & OTHER SUPPLIERS

(a) As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the suppliers' liability. (Copies are available on request - please allow 28 days). Under EU law you have rights in some circumstances to refunds and/or compensation from your airline

in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from your airline. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday cost from the Company. Your rights to compensation from the Company is set out in clause 2(g). If your airline does not acknowledge your rights, you should complain to the Civil Aviation Authority at www.caa.co.uk/

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed.

(c) MEMBERJETS, LLC (“MemberJets”), 1234 AIRPORT RD, SUITE 215, DESTIN, FLORIDA, 32541, is the authorised Co-Charter Operator. All flights will be conducted on Dornier 328 with 30 business class seats. The Charter Operator reserves the right to change the aircraft if it becomes unserviceable with a reasonable substitute of comparable capacity. The timetable and flight routes for the Tour are approximate and subject to change. Passengers and their personal belongings, including baggage, are subject to search by airport authorities to ensure the safety and security of the flight. Any passenger who, upon request, refuses to consent to any such procedure may be refused transportation. No individual air ticket will be issued to the travellers on the private jet. Rather, each traveller will be listed on a master air manifest that will be the responsibility of the Tour Director throughout the Tour.

Air Carrier’s Right to Deny Boarding

The Air Carrier shall have the right to refuse boarding or to remove any passenger:

- (a) Who appears to be intoxicated or under the influence of any illicit drug or controlled substance;
- (b) Who refuses to consent to any reasonable checks of his person or baggage deemed by the Air Carrier or responsible airport authorities to be in the best interest of the flight;
- (c) If necessary, for the reasonable safety and comfort of the other passengers or if the passenger is creating a hazard or risk to himself or other persons or property;
- (d) Whose passport, visas, vaccination certificates and all other required travel documents are not complete, or who has not complied with the applicable laws, regulations, orders, demands or travel requirements of any country or state from, through or to which a charter flight is operated on the Tour.

Tour Itinerary

The full Tour begins in San Francisco on June 01, 2022, and ends at the Salt Lake City, Utah Airport on June 12, 2022. The information regarding the itinerary, flight segments, hotels, and ground services provided in the American West by Private Air: An Inspiring Expedition by Geoffrey Kent brochure is hereby incorporated by reference.

8. EXCURSIONS

Please note that when you book an excursion locally you contract with the local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the

relevant local company and subject to the local company’s terms and conditions. The Company will, at its discretion offer advice, guidance and assistance if you or any member of your party suffer death, illness or injury arising out of an activity which does not form part of your holiday with the Company, or an excursion arranged locally. Where legal action is contemplated and you want the Company’s assistance, you must obtain the Company’s written consent prior to commencement of proceedings. The Company’s consent will be given subject to you undertaking to assign any costs, or benefits received and any relevant insurance policy to the Company. We limit the cost of the Company’s assistance to you or any member of your party to £5,000.

9. ILLNESS AND DISABILITY

If you or any member of your party suffer from a disability or other medical condition, please tell us before you book. This is an active programme, which requires you to make a realistic assessment of your health. All participants are expected to be in active good health, to enjoy travelling as part of a group, and to be ready to experience cultural differences with grace. Walking and climbing stairs are required in many hotels and airports, to board the aircraft, and as part of many excursions. Medical facilities may not be readily available. In order to assist you we must be provided prior to booking with full written details regarding your medical condition and any special requirements which result from this. An appropriate medical form will be sent to you for this purpose. We cannot accept any liability if we are not told about any mobility/medical issues before travel. You must advise us of any changes to your level of mobility or medical condition which may affect your holiday between the point of booking and when you travel. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking and we are not able to properly accommodate the needs of the person(s) concerned, we reserve the right to cancel it and impose applicable cancellation charges when we become aware of these details.

We will make reasonable efforts to accommodate participants with special needs; however, we cannot accommodate wheelchairs. If you require a slower pace, extra assistance, or the use of a cane or walking stick, arrangements will be made for private touring at each destination, if necessary, at the discretion of our Tour staff. Any extra cost for such arrangements will be the responsibility of the participant. If you would like to forgo some of the scheduled sightseeing to rejuvenate and relax, please feel free to do so at any time.

Passenger’s Representations

- (a) Passenger certifies that he or she has not recently been treated for, nor is he or she aware, of any physical or other condition or disability that would create a hazard to him or herself or other members of this Tour or reduce their ability to enjoy and benefit from the sightseeing and dining programme. Passenger agrees that he or she may be removed from the Tour at his or her own expense if not compliant with the foregoing.
- (b) Passenger agrees to comply with all treaties, customs, police, public health and other regulations including the immigration and customs laws of each country or state from, through, or to which the Tour is operated.
- (c) Passenger accepts full responsibility for all consequences of his or her failure to obtain passports, visas, vaccination certificates and all other documents required for travel to destinations in the Tour itinerary.

(d) Passenger warrants that his or her passports have a sufficient number of blank pages (at least one per destination) to last the duration of the itinerary as described in The American West by Private Air – An Inspiring Expedition by Geoffrey Kent brochure.

10. IF YOU HAVE A PROBLEM

(a) If you are unhappy with any aspect of the Company’s arrangements while you are on holiday, you must address your complaint immediately to the Company’s local representative (or, if none, to the Company by contacting the Duty Manager on +44 207 998 4141) and to the management of the hotel or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

(b) In the rare event of a dispute which cannot be amicably settled, it may (if you wish) use ABTA’s approved Alternative Dispute Resolution (ADR) scheme, available through www.abta.com which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Centre for Effective Dispute Resolution (CEDR). The scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone, with restricted liability on holidaymakers in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per party, neither does it apply to claims which are solely or mainly in respect of physical injury, illness, nervous shock, death or their consequences. The scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Application for arbitration under this scheme must be made within 18 months of the date of return from the holiday, otherwise it will only be available if we agree, but the ABTA Code does not require such agreement from us. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation.

11. GOVERNING LAW

These Terms & Conditions and any matters arising from it are governed in all respects by the laws of England and Wales. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

12. DESCRIPTIONS

Every effort is made to ensure that the details, description and prices contained in company literature are correct, based on inspections, and information passed to the Company by its suppliers. However, changes do occur, sometimes at short notice and therefore the Company will advise you at the time of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the holiday whereby

advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works etc.

13. FINANCIAL PROTECTION

We provide financial security for flight-inclusive [packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 2881, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk.

The Company is a member of ABTA (number V6398) and holds an ATOL Licence (number 2881) issued by the Civil Aviation Authority. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, The Code of Conduct and the arbitration scheme available to you, or if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 0203 117 0500 or www.abta.com. For further information, visit www.abta.com.

You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or

for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

14. PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance, which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Terms and Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

15. FORCE MAJEURE

Except where otherwise expressly stated in these Terms and Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Terms and Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as pandemics, epidemics or the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier concerned' control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain flight routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

16. COVID-19 ACKNOWLEDGEMENT AND ADDITIONAL HOLIDAY INFORMATION AND VACCINATION REQUIREMENTS

(a) Guests must sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by the Company's staff during their journey.

(b) The Company will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment, curtailment of your holiday, missed transport arrangement and additional accommodation required), in the following circumstances:

- a. Prior to departure, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with Covid-19 and are no longer able to travel and/or required to self-isolate;
- b. After your departure and during your holiday, you have been diagnosed or have otherwise been in contact with someone who has been diagnosed with Covid-19 and are required to self-isolate.
- c. You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or any other government body or local authority or fail to submit for testing or assessment when requested to do so and consequently you are denied boarding, denied entry to the destination or otherwise denied access to any of your travel arrangements. This includes any requirement to be fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by the country(ies) which you are travelling to.

(c) In response to the Covid-19 global crisis, each destination has implemented their own health and safety measures and precautions in an attempt to combat the spread of the disease. Specific regions, resorts, event organisers and suppliers have also introduced their own health and safety measures in line with government advice (local or national), depending on their capacity and ability to take certain precautions. It is your responsibility to make yourself aware of and comply with the measures that are in place at the travel destination, resort or other accommodation you have booked, Health and safety measures and requirements may also vary for each activity, tour and other excursions and travel arrangements you have booked.

These measures may be mandatory and it is essential that you and any members of your party comply with and respect any local and national health and safety measures throughout the duration of your holiday as you could face penalties for failing to do so. Such measures may include, but are not limited to, social distancing, the use of facemasks both indoors and outdoors, a maximum number of households or people in the accommodation or other facilities and restrictions on the use of certain facilities. They may also include a requirement for you to take a specific Covid-19 test and show a negative result or proof of recent recovery of Covid-19 or show proof of being fully vaccinated (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by that specific supplier, destination, resort etc. We will not be liable for any costs, fees, charges or penalties you incur from your failure to comply with any mandatory requirements or measures.

Where possible, we will make you aware in advance of any mandatory measures that are in place at your travel destination and/or in place at any of the travel arrangements that you have

booked. However, it is your responsibility to check the measures and requirements that are in place at your travel destination and ensure you are checking these regularly before your departure date. For further information we suggest you visit <https://www.gov.uk/foreign-travel-advice> and search for the country(ies) you are planning to travel to, as well as the website and/or terms and conditions of your specific travel arrangements.

(d) It is your responsibility to check the entry requirement for the destination(s) you are travelling to as many countries have introduced additional entry requirements. Entry requirements may include, but are not limited to, proof of a negative Covid-19 test taken at a certain point prior to your departure date, additional Covid-19 test(s) taken at certain points during your holiday or proof of a Covid-19 vaccination (including any and all necessary boosters) and for that vaccination to be valid, in-date and accepted by the country(ies) which you are travelling to. In addition to these requirements, you may be required to complete and present additional travel documentation beforehand detailing any destination you have travelled through/visited recently and whether you have been diagnosed or been in contact with anyone who has been diagnosed with Covid-19 recently. If you fail to complete and/or present the above when required, or if you fail any health check, you may be denied boarding and entry to your travel destination(s). We do not accept responsibility if you cannot travel and we are not liable for any costs, fees or charges you incur if you have not complied with the requirements or if you fail any health check. Unless stated otherwise, you will be responsible for the cost of any Covid-19 tests that you are required to have before and/or after your departure.

Entry requirements are likely to differ for each country and may change before your departure date. Therefore, it is important that you keep up to date with the entry requirements that are in place for your travel destination(s).

Where possible, we will make you aware in advance of any entry requirements that apply to your travel destination(s) and will attempt to notify you without delay if any of the entry requirements change before your departure date but it is your responsibility to make yourself aware of the above and regularly check for the most up to date information up until the point of your departure. For further information on entry requirements, please visit <https://www.gov.uk/foreign-travel-advice> and search for the country(ies) you are planning to travel to.

17. PHOTOGRAPHY DURING TRAVEL

The Company reserves the right to take photographs and videos during the operation of any programme or part thereof and to use them for promotional purposes. By booking a programme with the Company, guests agree to allow their images to be used in such photographs. Guests who prefer that their images not used must (1) identify themselves to their Tour Director at the beginning of their journey; and (2) identify themselves to their A&K Consultant no later than 30 days following the end of the guest's journey.

18. PROGRAMME INCLUSIONS

Included in the quoted programme price

- **Aircraft:** The private jet flights will be performed using a Dornier 328 aircraft with 30 business class seats from Santa Rosa, California, routing via Page, Arizona; Grand Canyon, Arizona; Page, Arizona; Moab, Utah. The air carrier for the private charter flights will be Denver Air Connection.

Additionally, local aircraft and helicopters will be used for fight-seeing excursions.

- **Accommodations:** Accommodations as indicated in the itinerary, based on double occupancy. Single occupancy is available at a supplementary cost. Single accommodations are limited on this programme. A limited number of suite upgrades are available at additional cost at some destinations and can be purchased on a first-come, first-served basis.
- **Note:** The Company will assign seats on the private jet and hotel accommodations on a first-come, first-served basis at its discretion.
- **Meals:** All meals, beginning with dinner in San Francisco on June 01, 2022 and ending with breakfast at the hotel in Jackson Hole on June 12, 2022.
- **Beverages:** Bottled water at all meals and on excursions. Local beer and house wine at all lunches and dinners where available. Full bar service at scheduled cocktail events.
- **Private transfers:** Transfer on arrival to join the trip in San Francisco is included, regardless of the day of arrival.
- **Additional inclusions:** The Company's Travelling Bell Boy Service is provided; however, because of security regulations, this service may be limited at airports, rail stations and points of embarkation for cruises. The Company Valet includes laundry service for ten (10) pieces at two selected locations during the trip; dry cleaning is not included.
- **Services:** Services of professional Tour Director of The Company, Luggage Manager and a Physician throughout the itinerary; local guides are provided in each destination.
- **Hotel and airport taxes.**
- **Internet access:** Internet access will be limited in some destinations; where available, complimentary Internet access is included.
- **Entrance fees:** During all sightseeing tours.
- **Gratuities:** All gratuities, including those for your professional Tour Director/Managers and Luggage Manager.

Not included in the quoted programme price:

- Airfares to join/leave the programme; excess baggage; additional or alternative sightseeing not included in the itinerary; excess baggage charges; personal expenses such as costs to obtain passports, vaccinations and visas which are not included in the Tour cost; special assistance; meals other than specified in the itinerary; premium liquor except on the private jet and during special events; beverages, other than those with group meals; personal laundry (except for The Company's Traveller's Valet); and communication charges. Itinerary, accommodations and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond The Company's control. Every effort will be made to operate the Tour as planned.

BAGGAGE

Each participant is strictly limited to 30 lbs. of checked baggage each. Small carry-ons should be limited to one per person. Baggage, when not handled by The Company, and personal effects are at all times the sole responsibility of the participant.

Check with your selected airline for other baggage restrictions applicable to your flights to join and leave the Tour.

AIR TRANSPORTATION TO SAN FRANCISCO AND FROM SALT LAKE CITY

Air transportation to San Francisco and from Salt Lake City is not included in the Tour price. Upon request we will arrange the best-priced airfare available in the class category you request at the time of your booking. Please note that certain airfares are subject to a service fee. Should you cancel or change your air reservation before or after your departure, cancellation penalties may apply. Air reservations will not be confirmed until a passport copy is received.

ANY PAYMENT TO THE COMPANY CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN, WHICH MUST BE CONFIRMED BY SIGNATURE ON THE OPERATOR-PARTICIPANT CONTRACT THAT WILL BE SENT TO YOU UPON CONFIRMATION OF YOUR RESERVATION.