

## GENERAL LIABILITY CONDITIONS BETWEEN THE TRAVEL CONSULTANT AND THE CLIENT

According to the permanent legal resolutions contemplated in Venezuelan Law of Tourism, its Regulations, its Decrees and other applicable legal resolutions inside the country as well as outside of it, these general and liability conditions indicated further on, which regulate the services rendered by the passenger or users that from now on will be known as “THE CLIENT”, on the other hand the company TUR-VEN Asesores C.A., that from now on will be known as “THE CONSULTANT” and on the other hand the services’ borrower entities such as Air Lines or Charters, Hotels, Restaurants, Transporters, Guides and other Services related to tourism and to this agreement, from now on known as “BORROWERS”.

### MANDATORY REQUIREMENTS FOR REGISTRATION

- To fill out the TUR-VEN ASESORES C.A. individual registration form.
- To make the registration deposit to TUR-VEN ASESORES C.A. bank account.
- To send the form and the deposit slip together with a copy of the I.C. from “THE CLIENT” and from a representative via fax and to check if it was received.
- To verify the passengers personal data and the total payment for the trip.
- Notarize the minor travel permit (original and copy).

### TYPE OF PAYMENT AND PRICE LIST

(Specifically ask about conditions, prices and type of payment for the selected package)

- Registration deposit according the package that you chose.
- 65% must be paid 60 days prior to the trip.
- The remaining 35% must be paid 30 days prior to the trip.
- The price lists are based accordingly the actual exchange rates and taxes to this date and subject to modifications as a consequence of currency fluctuations, exchange market or government resolutions.
- All the payments agreed to be paid in Strong Bolivars (BsF.) will be deposit in the bank account of “THE CONSULTANT” (Mercantil Bank) before their according limit dates.

- If the program has offered a part in other currency, the payments can only be done with an authorized credit card with a CADIVI limit and/or directly with the Operator in its country of origin and under their conditions and regulations.
- The deposits made by check will be credited 48 hours after their report, applying the corresponding fee in case of devolutions.
- The information of each payment should be notified via fax, specifying the number of the deposit slip, number of check, amount in strong bolivars, school, name of student and I.C. Keep your deposit slip as payment proof.
- The payments with checks and credit cards will be done directly in our main office.
- "THE CLIENT" will receive the account and service balance, instructions and the schedule for the trip by e-mail.
- The payments, vouchers and forms given to sellers or representatives outside the main office are not "THE CONSULTANT" responsibility if they are not letter headed, sealed and signed by them.
- The delay of any deadline payment or the omission to report it would cause an immediate penalty and AUTOMATIC REMOVAL of "THE CLIENT" after 15 days of becoming overdue.

#### AGREEMENT CLAUSES

FIRST: This agreement was originated upon the request of services that "THE CLIENT" has acquire from "THE BORROWERS" and that he or she has selected "THE CONSULTANT" and "THE BORROWERS" as mediators for rendering the services. The damages that "THE CLIENT" could undergo, as consequence of bad weather and/or other events that could happen out of the control of "THE BORROWERS" as well as of "THE CONSULTANT", i.e. canceled flights and/or charters, flight delays due to unforeseen circumstances, force majeure or causes beyond our control, bad weather, cannot be charge to either part.

SECOND: In case of any complaint as a direct consequence of rendered services to "THE CLIENT" by "THE BORROWERS", "THE CONSULTANT" participates as mediator at the request of "THE CLIENT", to exclusively obtain from "THE BORROWERS" the reimbursement of the amount paid for rendered services insufficiently or not rendered at all. However, in any case "THE CLIENT" can pretend and in its effect specifically resigns to it, to request any kind of compensation for such circumstances, except the above mentioned reimbursement. "THE CLIENT" knows and accepts that the rendering of services by "THE CONSULTANT"

as well as by “THE BORROWERS” is of a strictly civil or mercantile nature; therefore “THE CLIENT” specifically resigns in trying criminal actions or complaints against them caused by any justified breach of contract as above mentioned. The disagreements will be addressed between the parties in the best possible manner.

THIRD: “THE CONSULTANT” will only act as mediator of tourist packages, tours, visits, flight reservations, etc. and rendering services by “THE BORROWERS”. “THE CLIENT” accepts these conditions mentioned in different clauses and consequently will be subject to the following terms.

#### RESERVATIONS CONDITIONS:

The reservations for any tourist package should be made at least 30 days before the beginning of the trip. “THE CONSULTANT” reserves the right to request “THE CLIENT” of a deposit of no more than TWENTY PERCENT (20%) of the hired tourist package.

#### CANCELATIONS AND PENALTIES:

Cancelations only will be accepted if “THE CLIENT” notifies it in written to “THE CONSULTANT”.

If “THE CLIENT” cancels the trip, “THE CONSULTANT” should return the total amount except:

1. The Registration Deposit.
2. Cancelation and Administration Expenses (2%).
3. A Percentage of “THE CONSULTANT” benefits (5%).
4. The following amounts:
  - a) If the cancelation occurs with more than ten (10) before and less than fifteen (15) days of the trip date, 5%,
  - b) From six (6) to ten (10) days before, 10%,
  - c) From three (3) to five (5) days before, 15%, and
  - d) During the 48 hours before the assigned date to travel, 25%.

NOTE: In the case that at the time of traveling, “THE CLIENT” is absent, he or she would lose the total amount of the tour. In the case that the trip is cancel by causes of Force Majeure, War, Bad Weather, or Natural Disasters, the intrinsic penalties will not apply to the Date of Cancelation and will adjust to the situation the best way possible.

#### REIMBURSEMENT:

It will be agreed through “THE AGENCY” at the same time that “THE CLIENT” expresses in written his or her will to leave the trip, in order to

obtain reimbursement previous the fulfillment of the pertinent items. There will be any kind of reimbursement for services not voluntarily used by “THE CLIENT”.

“THE BORROWERS” need to receive all the documentation related to the requested reimbursement within the following thirty (30) days finishing the services. If “THE CONSULTANT” or “THE BORROWERS” were required to cancel or suspend part of the services after the trip has started, “THE CLIENT” will only have the right to be reimbursed with the portion not used. The reimbursements will always be handled through “THE CONSULTANT” where the services were purchased. It is specifically agreed, understood and therefore accepted by “THE CLIENT” that the reimbursements will only be made in local currency (BsF) at the official exchange rate applied for such foreign currency at the moment the payment was made.

#### LIABILITIES:

“THE CONSULTANT” specifically declares that it is working as a mediator between “THE CLIENT” and “THE BORROWERS”, i.e. the entities or persons asked to facilitate the services shown in the schedules, therefore, declining all liability for damage, injury, accident or irregularities in the flights and schedules that could happen during the implementation of the services to the persons taking the trip; as well as to the luggage and all other objects of their property, by bad weather and for any cause that constitutes unforeseen circumstances or force majeure, and so cannot be attributed to the will of any of the parties. When “THE CLIENT” travels by any means of transportation, it is recommended that he or she submits specifically to the laws of the country of said mean of transportation in case of accident. The ticket fare will constitute the only commitment between said transportation company and “THE CLIENT”. Consequently, it is regulated in conformity with the agreement conditions printed therein, and “THE CONSULTANT” shall not intervene and is not responsible in such agreement.

#### LIST OF PRICES:

Usually, the prices indicated in our brochures and Web page are based on the currency of the country where the Tour will be performed, as well as the current taxes, and could be modified by the fluctuation of the exchange market. Therefore, “THE CLIENT” agrees to pay any difference caused to the prices rates agreed to the moment of starting those services (only for the applicable instances).

**CHANGE IN SCHEDULE, FLIGHTS AND HOTELS:**

“THE CONSULTANT” or “THE BORROWERS” can due to unforeseen circumstances, force majeure or bad weather modify the schedule as well as the hotels by one of the same class and comfort, as well as the departure schedule for the hired tours, flights or charters.

**ACCEPTANCE:**

“THE CLIENT” agrees to accept the general conditions of the agreement and such acceptance will be confirmed by one or more of the following actions:

- a) The payment of the hired service in any form before starting the trip;
- b) The acceptance of the receipt for the hired services directly by “THE CLIENT” or by anybody who depends on him or her directly; and
- c) The use of any part of the hired services.