

TERMS & CONDITIONS

1. Booking your Trip

- a) Your contract in respect of your package is made with Agua Azul SA ('the Company'), registered in Panama and all bookings are subject to these terms and conditions.
- b) All communications by the Company in relation to your travel & event package will be sent to the company via digital transfer.
- c) All bookings must be made through an authorized representative of the Company. At the time of booking the Company booking form will be completed and submitted along with a deposit of **\$300.00**
- d) Receipt of the deposit and booking form by the Company does neither guarantee nor imply confirmation of the booking. No booking shall be confirmed until the Company issues a written notice. The Company reserves the right to refuse a booking without giving any reason and shall in that event return any deposit received along with confirmation of a plane ticket to and from Panama and your departure location. This should be emailed to hospitality@bocasaqualounge.com
- e) Your travel and event package must be paid in full by **August 15th, 2022**. If payment is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. The person who signs the booking form guarantees payment of the total amount shown on the booking form in accordance with these conditions. It is the responsibility of the signatory to ensure the Company receives payment in full by the due date. No reminders will be sent.
- f) If you book after **August 15th, 2022** the payment must be made in full at the time of booking.
- g) All special requests, such as dietary requirements, should be noted on the booking form.
- h) The Company will provide the service as set out and confirmed in writing.

2. Price Policy

- a) The Company is under no obligation to furnish a breakdown of the costs involved in a travel and event package.
- b) The Company reserves the right to notify you of any increase in price before accepting your booking.

c) After a Confirmation Invoice has been issued, unless you choose to pay for your travel and event package in full at the time of booking, the price of your travel and event package is subject to the possibilities of surcharges in certain limited circumstances. However, a surcharge will only be levied to allow for variations in transportation cost, including cost of fuel, increase in normal published airfares, taxes or fees chargeable for services such as landing taxes at airports, the exchange rate applied to the particular package or if the government or regulatory body introduce an increase of taxes. Even then, the Company will absorb an amount equal to 2% of your travel and event package price (excluding insurance premiums and amendment charges) before passing on any surcharge to you. Only amounts in excess of this 2% will be surcharged. Surcharges will be notified by a revised Confirmation Invoice sent to you.

3. Cancellation and Changes by the Company

a) Occasionally it may be deemed necessary to make changes to your travel and event package and the Company reserves the right to do so at any time, and you will be notified of any changes at the earliest possible opportunity. If a major change to your tour is necessary, providing it does not arise from circumstances beyond the Company's control, you may choose (i) to accept the change of arrangements (ii) to purchase another travel and event package from us or (iii) to cancel your travel and event package. Compensation may be payable in cases of major change as detailed below.

b) No compensation will be payable for minor changes. Minor changes include minimal changes to departure and arrival times, changes to the type of aircraft used and restaurant and accommodation changes to a comparable or superior standard.

c) Major changes include cancellation, changes to your departing airport, delays in departure or return by more than 12 hours and accommodation changes to an inferior standard of accommodation.

d) Compensation will not be paid for changes or cancellations caused by Acts of God (Force Majeure), war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or man-made disaster, fire, technical problems to transport, closure or congestion of airports, strikes or other industrial action, adverse weather conditions or any other event beyond the Company's control. It is essential that you take out adequate travel insurance.

e) The Company reserves the right to cancel your travel and event package at any time before the date of departure, even after a confirmation notice has been sent. If your travel and event package is canceled the Company will refund in full the money you have already paid. No compensation will be payable.

f) Transportation is subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. These conditions are often the subject of international agreement between

countries and copies of the conditions, which apply to your travel and event package journey, will normally be found on the carrier's tickets.

g) If you fail to pay the balance of the travel and event package price at least 30 days before departure, the Company will treat the booking as canceled and levy the cancellation charges set out below

h) The company also has the right to refuse any person as a member of the tour, if in their opinion that person could endanger the health, safety and enjoyment of others on the tour. In any of the events mentioned above, the company's sole liability and the client's sole remedy will be limited to a refund of any monies paid, less the amount for services already utilized plus administrative fees.

4. Cancellation and Refund Policy

a) You may cancel your travel and event package at any time provided you notify the Company in writing by email at hospitality@bocasaqualounge.com. The following amounts will be refunded will be levied on any cancellation on the number of days after the reservation was made:

- Cancellation prior to **August 15th, 2022** - 100% refund will be awarded
- Cancellation after to **August 15th, 2022** - \$300.00 deposit will be refunded, the remaining balance of the package will be refunded
- Cancellation between **August 15th, 2022 and September 15th, 2022**- 50% of the package will be refunded
- Cancellation after **September 15th, 2022**- there will be NO refund provided

5. Our Responsibilities

a) The Company does not own or manage the aircraft, some accommodations, restaurants and other facilities used in conjunction with the tours arranged. While the Company has exercised care in selecting providers of travel, accommodation, restaurants and other facilities, the Company has not had the opportunity to inspect and do not represent that such aircraft, accommodation, restaurants, and other facilities and services have been inspected.

b) The Company is not responsible if you or any member of your party suffer death, illness or injury as a result of any failure to perform or improper performance of any part of our contract with you where such failure is attributable to (i) the acts and/or omissions of any member of the party, or (ii) those of a third party not connected with the provision of your travel and event package, or (iii) an event which neither the Company or the service provider could have foreseen or prevented even with due care.

c) Should any member of your party suffer illness, injury or death through misadventure arising out of an activity, which does not form part of the travel and event package the Company has arranged for you the Company cannot accept liability. The Company will offer general assistance where appropriate.

d) The Company regret that no refund will be made on unused tickets where travel, sporting event or other types of ticket, unless a refund can be obtained from the carrier or provider.

6. Your Responsibilities

a) You are responsible for arranging your own travel insurance, though an appropriate policy can be incorporated into your tour package. Details of all insurance policies held by each member of your party must be provided on the booking form. No booking forms can be accepted without sufficient proof that personal policies have been arranged. Please ensure that your insurance cover applies to the specific activities you are booking and which are confirmed on the Confirmation Invoice.

b) Each member of the party must have a valid passport, visas and all necessary documentation for the countries they are touring. The Company accept no responsibility for any delay or expense should your documents not be in order.

c) 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 travel and event package. The Company cannot accept responsibility 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 travel and event package. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

d) By booking a travel and event package with the Company you undertake to behave in an orderly manner and not to disrupt the enjoyment of others on travel and event package with you nor to do anything to bring the reputation of the Company into disrepute. If you breach this clause your travel and event package will be terminated with immediate effect and the Company will have no further contractual obligation to you. The Company will be entitled to recover from the offending party and/or the person who signed the booking form compensation for any damage caused.

e) It is the responsibility of the person who signs the Booking Form to disclose any pre-existing medical conditions that members of their party may have.

f) All equipment and personal effects shall be all times and in all circumstances at the owner's risk. The Company cannot accept responsibility for any loss or damage or delay to your luggage or effects unless directly caused by the negligence of one of our representatives.

7. Smoking

The Company forbids smoking in any vehicle operated by the Company. Frequent stops can be arranged for those who desire to smoke. All accommodation will be reserved with non-smoking rooms, unless the client specifically requires a smoking room. Confirmation is depending on hotel availability.

8. Waiver

The Company will undertake to ensure the safety of the client throughout the tour, however aspects of each particular tour may not be without an element of danger. Clients should be prepared to sign a 'Waiver of Responsibility' form before they begin their tour. This form is an understanding that all clients need to exercise judgment and care at all times to ensure their own safety and that of their fellow tourists.

9. Disclaimer

The Company has made all reasonable efforts to check the accuracy of the information contained in our website. The Company cannot however accept any responsibility for any errors or omissions that may appear in this site.

10. Data Protection Act

It may be necessary for the Company to ask you for certain personal information. Examples of this would be dietary requirements, disability/medical or religious information etc. This information will be kept confidential by the Company and is available to you to inspect during the Company's normal working hours. It will be passed to the suppliers, if it is necessary for them to know this information in order to fulfill the Company's contract to you.