

DISCOVA

Booking Terms
and Conditions

Please read the following Booking Terms and Conditions carefully. You must not make any booking unless you understand and agree with the following Booking Terms and Conditions and any additional terms and conditions as indicated at the time of booking.

Discova's Details	Buffalo Tours (Singapore) Pte Ltd (Registration Number 20146667N) 30 Cecil Street, #22-01/08 Prudential Tower, 049712 Singapore
Where your booking was made	Governing law and jurisdiction
For bookings made in the United Kingdom	<p>These Booking Terms and Conditions and the provision of the Services are governed by the laws of England.</p> <p>If any dispute arises between you and us (including our related corporate bodies, directors, shareholders or employees (collectively "Affiliates")) in relation to these Booking Terms and Conditions or the provision of the Services, the laws of England apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England.</p>
For bookings made in Australia	<p>These Booking Terms and Conditions and the provision of the Services are governed by the laws of Queensland, Australia.</p> <p>If any dispute arises between you and us (including our Affiliates) in relation to these Booking Terms and Conditions or the provision of the Services, the laws of Singapore will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore.</p>
For bookings made with Discova in the local destination	Please see Booking Terms and Conditions provided to you at the time of booking.
For all other bookings (excluding those	These Booking Terms and Conditions and the provision of the Services are governed by the laws of Singapore.

made in the UK, Australia or in the local destination)

If any dispute arises between you and us (including our Affiliates) in relation to these Booking Terms and Conditions or the provision of the Services, the laws of Singapore will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore.

1. Our contract

References to “us”, “we” and/or “our” in these Booking Terms and Conditions shall mean Discova as set out above. These Booking Terms and Conditions apply to bookings you make with our agents or consultants (over the phone, in person or by email) as well as online bookings you make on our website. By booking with us you agree with these Booking Terms and Conditions and a contract will exist between Discova and you. We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these Booking Terms and Conditions.

If a conflict occurs between these Booking Terms and Conditions and any other agreement between you and Discova, such other agreement will take precedence over these Booking Terms and Conditions.

2. Booking and deposit

Unless advised otherwise by us or your agent prior to booking, to confirm your booking, you are required to pay a deposit of USD 300 on the tour or services you have selected (or the equivalent if you are paying in a different currency) per person per trip, or 20% of the total booking value - whichever is higher. Subject to your rights under applicable consumer laws, this deposit is non-refundable unless we cancel your tour.

3. Acceptance of booking and final payments

If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or, if you book within 30

days of departure, the contract will exist when we accept your payment. Full payment must be made at least 30 days prior to your departure date, failing which we may cancel your booking. If your booking is a special offer, we may require full payment by such earlier time as specified in the offer. Please refer to your booking confirmation invoice for details regarding final payments.

4. Price and surcharges

All prices are in United States Dollars (\$) unless otherwise indicated. Please note that prices quoted are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once your booking has been paid for in full by you and we have issued a confirmation invoice. Note that price changes may occur by reason of matters outside of our control which increase the cost of the services which we either provide to you or arrange on your behalf. Such factors include adverse currency fluctuations, increased fuel costs, taxes and accommodation increases. If any surcharge results in an increase of more than 10% of the trip price, you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

5. Cancellations by you

If you cancel some or all portions of your booking, cancellation fees will apply. Cancellation of a booking by you must be made in writing. We will not process a booking cancellation for you unless and until written notice is received by us. Subject to your rights under applicable consumer laws, if you cancel a trip:

- 30 days or more prior to departure, we will retain the deposit;
- Between 29 and 15 days prior to departure, we will retain 30% of the total booking cost;
- Between 14 and 8 days prior to departure, we will retain 50% of the total booking cost; or
- Within 7 days of departure, we will retain 100% of the amount paid by you in connection with the booking.

Any fees, charges or other costs charged by your bank or financial institution in relation to our refunding any payment to you is solely your responsibility and we have no liability for any such fees, charges or costs.

Optional additional activities (as noted on your quotation) that are pre-purchased prior to travel can be cancelled up to 21 days prior to the date of departure. Any cancellations of pre-purchased activities within 21 days of the date of departure will incur a 100% cancellation fee.

You are strongly advised to take out travel insurance (including cancellation cover) at the time of booking to cover cancellation fees. If you leave a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services (subject to your rights under applicable consumer laws). If you fail to join a tour, join it after departure, or leave it prior to its completion, subject to your rights under applicable consumer laws, no refund will be made.

6. Booking Amendments by you

If you wish to change any aspect of your booking, including, but not limited to, changing from one trip to another, you must notify us in writing at least 30 days before the proposed departure date. We will do our best to accommodate your requested change, but it may not always be possible due to availability, and it will be subject to any additional costs associated with the new travel date. All additional costs associated with amendments to your booking must be paid within seven days of the invoice date or on the date of departure, whichever is sooner. Certain arrangements cannot be amended and will incur a 100% cancellation charge.

You may make a request to transfer your booking to another person who satisfies all the conditions applicable to the trip. A transfer request must be made in writing not less than seven days prior to the date of departure and must include proof of acceptance of the transfer by the new traveller. Both you and the new traveller will remain jointly liable and responsible for any applicable travel service provider's charges (including, but not

limited to, booked airfares, train tickets, specifically allocated accommodation and non-refundable supplier charges). Please note that some third-party travel service providers may refuse such requests and treat the transfer as a cancellation and rebooking.

7. Cancellations by us

We may cancel a trip at any time prior to departure due to unavoidable or extraordinary circumstances, or if the minimum number of travellers required for a tour or excursion is not reached. In these Booking Terms and Conditions “unavoidable or extraordinary circumstances” means any cause outside our reasonable control which could not have been prevented or avoided even if all reasonable measures had been taken by us (including, but not limited to, war, threat of war, riot, civil disturbances, industrial dispute, terrorist activity and its consequences, plague, epidemic, pandemic, infectious disease outbreak or any other public health crisis (including quarantine or other employee restrictions) natural or other disaster (such as volcanic ash or hurricanes or similar events), nuclear incident, fire, adverse weather conditions (actual or threatened, including snow and fog), closed or congested airports or ports or other modes of transport, unavoidable technical problems with transport, unforeseen alterations to transport schedules, domestic and/or international travel restrictions, changes to immigration, labour and free-movement laws resulting from BREXIT, rescheduling of aircraft or boats or other modes of transport, and similar events).

If a trip is cancelled due to unavoidable or extraordinary circumstances, we will offer you in the first instance, if available, alternative travel arrangements of comparable standard (we will refund any price difference if the alternative is of a lower value), or a travel credit for the full amount paid by you. Alternatively, we can offer you a refund of all money paid by you in respect of the trip (which excludes flights and/or insurance as they have their own booking terms and conditions), minus any unrecoverable costs.

If a trip is cancelled due to unavoidable or extraordinary circumstances after the trip has commenced, we will offer you in the first instance, if available, alternative travel arrangements of comparable standard (we will refund any price difference if the alternative is of a lower value), or a pro-rata travel credit for the days that remain on your trip. Alternatively, we can offer you a refund of all money paid by you in respect of the trip (which excludes flights and/or insurance as they have their own booking terms

and conditions), minus any unrecoverable costs.

“Unrecoverable costs” means all reasonable and direct costs we have incurred in relation to your trip, and includes amounts paid by us to other relevant suppliers who are responsible for parts of your travel arrangements.

We are not responsible for any incidental expenses that you may have incurred because of your booking, including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

8. Modifications by us

Every effort will be made to operate all tours as sold, but sometimes due to factors outside of our control it may be necessary to use alternative accommodation and services in some instances. We reserve the right to modify any tour, accommodation or arrangement at any time should we deem it necessary to do so. If a material modification is made prior to departure, we will notify you as soon as reasonably possible, provided that there is sufficient time to do so before departure. In the event of any material modification made more than 13 days prior to departure, you may:

- (a) Accept the material modification and proceed with the amended services or accommodation;
- (b) Book another service of an equivalent or similar value, if available, (you will be responsible for paying any difference in price);
- (c) Book another service of lesser value, if available, and receive a refund (if payment for a booking has been taken) of the difference in price;
- (d) Accept an alternative tour offered; or
- (e) Cancellation with a full refund of all money paid by you or a credit for future use, at our discretion.

You must notify us of your choice within seven days of receiving notice or you will be deemed to accept the material modification.

We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. If this occurs, you will be responsible for any additional costs incurred by necessary itinerary alterations. No further compensation will be paid. You and Discova agree to absolutely and entirely release each other from any further obligations which would have been enforceable had the tour not been cancelled.

A material modification is one which has a serious effect on your trip and includes a change of departure date, departure point or airport, or change of departure time of more than twelve hours, or a change which would cause substantial inconvenience to you. A change of accommodation type, size or style, or transport type, size, method or style, is not a material modification. For example, we may alter or substitute the type, size, method or style of transport mentioned in the brochure, depending on the number of passengers carried, which can vary from trip to trip. In certain countries there are strict laws governing drivers' hours and this may necessitate utilising public transport in some cities.

9. Supplier change and cancellation fees

Cancelled bookings may also incur supplier fees, which can be up to 100% of the total booking value, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier (which may take 12 weeks, or longer, dependent upon the supplier processing time). In the event we are still holding the funds, we can only provide you with a refund once we are authorised by the travel service provider to process your refund, subject to that travel service provider's change or cancellation policy.

10. Special requests

You must let us know at the time of making your booking if you have special requests, (such as ground floor accommodation, disability access or specific dietary requirements). We will try to meet any request you have, but we cannot guarantee this and take no responsibility for anything we are unable to accommodate. If we reasonably feel we are unable to accommodate your special requests, we reserve the right to decline the booking or ask for you to be accompanied by a person (at your cost) who is able to provide full assistance to you throughout your tour.

11. Itinerary exclusion

Please note that, unless otherwise specifically stated in your itinerary, airfares, airport transfers, departure taxes, early/late hotel check-ins, gratuities, personal expenses and some meals are excluded from the tour price. We are happy to provide you with a quote for airport transfers, early check-in or any additional services you might require.

12. Vaccinations

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your tour.

13. Travel insurance

All travellers must have travel insurance, which should be taken out at the time of booking. Your insurance protection must include cover for personal accident, injury, death, emergency repatriation and medical expenses, with a recommended minimum coverage of \$200,000 USD for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage. Insurance cover

offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. Please make sure that you carry insurance documents with you when travelling including policy number and emergency contact number. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans.

If you make a claim against us you agree to assign to us or our insurers any rights to take action against any third party service provider/tour operator or any other person or party that may have been wholly or partly responsible for the claim or who we reasonably consider should be a party to the action. You must co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us. If you make a claim against us which is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any). We agree to indemnify you in respect of reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer shall not prejudice your rights against us.

14. Travel documents, passports & visas

All travellers must check their travel documentation to ensure that the names, dates and timings are correct. Please ensure you carefully read your invoice and all other documents we send to you as soon as you receive them and contact us immediately if any information appears to be incorrect. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip (subject to your rights under applicable consumer laws). Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use.

All travellers must have a valid passport for international travel and many countries require at least six months' validity from the date of return and some countries require a machine-readable passport. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and

other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part), and we will not be held responsible if you are refused entry to a country.

15. Travel advice

We recommend that you visit your government's travel advice website prior to the commencement of travel.

16. Schedule changes

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

17. Conduct

You must always follow our instructions, and you agree (subject to local law) to indemnify us against any loss or injury suffered as a result of your failing to comply with our instructions. You must educate yourself about and subsequently conduct yourself in a proper manner so at all times abide by the laws, customs and social expectations of the country which you are visiting and to ensure that you do not cause disturbance or offence to other travellers. You also agree to take responsibility for any damage you cause to our or any third party's property. We will not be responsible to you for any loss or damage sustained by you arising from or in relation to your failure to abide by any law, custom or social expectation of any place while on the tour. You (subject to local law) indemnify us for all third-party actions taken against us or you for loss or damage caused by you or arising from your participation on the tour, including any loss occasioned by your failure to abide by the laws, customs and/or social expectations of any place.

You must wear a seatbelt at all times whilst you are in any vehicle. Neither Discova nor any of its related bodies corporate, directors, shareholders, employees or agents accept

will be liable for any injury, death or claim howsoever arising from any accident if you have failed to comply with this requirement.

18. Feedback

If you are not satisfied with any aspect of the services we have arranged on your behalf, you should report it to your tour guide or travel consultant at the time so that they can attempt to remedy the problem. Any feedback made to Discova following the conclusion of the tour should be made in writing within 14 days of completion of the tour. In the event that you do not notify us in writing within 14 days, our ability to investigate feedback may be prejudiced.

19. Photography

You agree that, while participating in any tour, images, photos or videos may be taken by other participants, us, or our representatives and may contain or feature you. You consent to any such pictures being taken and grant us and our Affiliates a perpetual, royalty free, worldwide, irrevocable, fully sub-licensable right to use and reproduce your photographic/video likeness for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees) in any medium, without any compensation or remuneration to you.

20. Our role as agent in connection with third party service providers

We may make arrangements with third party service providers (including airlines, coach, rail and boat operators, hotels, restaurants and excursions) to provide you with some or all of the components of your booking. We exercise care in the selection of reputable service providers, but we have no control over, or liability for, the services provided by third parties. Any services provided by third party service providers are subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. Your legal rights in connection with the provision of travel services by third party service providers are against the specific provider and, except to

the extent a problem is caused by fault on our part, are not against us. You acknowledge that this clause shall apply to all third party-provided services notwithstanding that our tour guide may accompany you during provision of such services. Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

21. Monies not held on trust in connection with third party service providers

All monies paid by you to us will be our property and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided. You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you. We may also hold such monies in any account as we see fit, including with our own and/or other customer monies.

22. Flexibility during trip

Every effort will be made to operate all trips featured in our brochures but there may be a necessity to vary the itinerary from that stated in the brochure, and delays may occur for a variety of reasons beyond our control. The need for a flexible attitude to this type of travel is important. All decisions relating to a trip itinerary will be taken by the tour guide, as appointed by us, in the interest of the group as a whole. Please note that due to public holidays some sights or activities may not be available on a particular trip. No refund will be made for services which for whatever reason are not used by you once the trip has departed.

23. Optional activities and excursions

Neither we nor our employees, servants, agents or contractors make any representation or warranty in relation to implied or explicit suggestions or recommendations of services, activities and events not expressly included in a trip as per the itinerary provided. You are responsible for all risks associated with the transportation to/from, and your participation in, or visitation to, any place, activity or excursion not expressly listed as an inclusion in the trip as per the quote provided.

During your trip you may be offered the chance to purchase various optional excursions and activities. We do not own, operate or control any of the companies or individuals which provide the optional activities or excursions. If you want to take part in such optional activities or excursions, you must be fit enough to do so and must follow all reasonable instructions. The standards of health and safety which will be adopted by the company or the individual providing the optional activity or excursion will be those of the country where the optional activity or excursion takes place. Please note that these standards may not be the same as you would find in your home country. If you wish to book any optional activity or excursion, you may do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. We act only as their agent. Neither Discova nor any of its related bodies corporate, directors, shareholders, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, howsoever caused, whether negligent or otherwise, of any operator or operator's employees, agents or sub-contractors or any losses.

24. Liability

Your booking is accepted on the understanding that you appreciate and assume the risks inherent in travelling including, but not limited to, hazards of travelling in undeveloped areas, hazards of travel by boat, train, bus, car, aircraft and other means, forces of nature, civil unrest, differing levels of sanitation and safety standards, risks associated with food, water, plants, insects and animals, diseases and transmission of disease to you or members of your party, accident or illness in difficult evacuation or poor medical facilities, acts of government. These risks may be greater if your tour includes adventure activities or sports (such as kayaking, cycling, hiking or climbing). By booking with us, you acknowledge and accept that you have considered this information and you are aware of the personal risks involved in travel. To the extent permitted by law (and without limitation to any other indemnity that appears in these Booking Terms and Conditions), neither Discova nor any of its related bodies corporate, directors, shareholders, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by:

- (a) Your acts or omissions or the acts or omissions of another member in your group;
- (b) The acts, omissions or default, whether negligent or otherwise, of third-party providers, over whom we have no control (including but not limited to hotel, activity and vehicle operators); or
- (b) Unavoidable or extraordinary circumstances, as defined above.

Except in cases of death or bodily injury, should we (or our Affiliates) have any liability to you, our liability is limited (subject to local law) to a maximum value of the price you have paid to us for your tour. Our liability (including that of our Affiliates) will also be limited to the extent that any relevant international conventions, including but not limited to the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law. This liability clause is subject to your rights under applicable consumer laws (e.g., where your booking is made in Australia - the *Australian Consumer Law*) and nothing in these Booking Terms and Conditions is intended to limit any rights you may have under such laws. Under circumstances where our liability cannot be excluded but may be lawfully limited, such as under applicable consumer laws, our liability is limited to the remedies required of us under those laws.

25. Data protection

We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy which is available at www.discova.com/privacy-policy/. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle or process your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances we are permitted to disclose your personal information to overseas recipients. Such recipients may include overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide a

service to you or in which their business is based. We may also disclose your personal information to our overseas related entities, and to service providers who perform services for us. Generally, we will only disclose your personal information to these persons in connection with facilitation of your booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with applicable privacy laws or otherwise be accountable for how they handle your personal information. We encourage you to review the privacy policies of any third-party service provider whose services we arrange on your behalf. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

26. Severability

Any provision of these Booking Terms and Conditions which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this agreement or the validity of that provision in any other jurisdiction.

27. Acknowledgement

You acknowledge that you are 18 years of age or older, and that you understand and agree with these Booking Terms and Conditions and our Privacy Policy.