



Eye of She, Inc. Booking Conditions

These Terms and Conditions of Booking (“Booking Conditions”) together with our Website, Privacy Policy and any documents referred to in them will apply to: (A) Your use of our website; (B) Our supply of products and services; and (C) Our contract with you, so please read them and the product descriptions carefully before booking.

Please note that to book any of the products described on our website, either on site, by email or over the telephone, you must agree to be bound by these Booking Conditions. If you have questions about the Booking Conditions, please contact us for more information.

References to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made by any other person to whom a booking is added or transferred. References to “Travel Arrangement(s)” in these Booking Conditions are to the accommodation, transport, experiences, activities, car hire and other services we offer for sale. References to “Supplier” means the supplier of the Travel Arrangements including but not limited to accommodation providers, transfer providers, experience and activity providers and car hire companies. References to “Principal Supplier” or “Principal” means the Supplier with whom your contract is with. Please print a copy of these Booking Conditions for future reference. Please understand that if you refuse to accept these Booking Conditions, you will not be able to make any bookings with us for any products or services we offer for sale.



SECTION A – APPLICABLE TO ALL PRINCIPAL BOOKINGS

1. Contract

1.1 When making your booking we will arrange for you to enter into a contract with us for a Package or any other single element Travel Arrangement, as Principal and as specified on your Confirmation Invoice. Your booking with us is subject to the relevant parts of these Booking Conditions and we advise you to read these carefully prior to booking.

1.2 All bookings are subject to availability at the time of booking. We do not guarantee that any of the Travel Arrangements or Packages we advertise will still be available at the time of booking.

1.3 After we receive your booking and all appropriate payments, we will issue a confirmation invoice ('Confirmation Invoice') via email with a booking reference number. We will dispatch this Confirmation Invoice to the lead name and you will become directly responsible for the payment of the total price and if applicable, any cancellation charges. A binding contract to purchase the Package or Travel Arrangement will come into existence when we dispatch the Confirmation Invoice.

1.4 In addition to being bound by our Booking Conditions you will also be bound by the terms and conditions of the Suppliers we choose to facilitate your booking, such terms and conditions are available on request.



2. Booking

2.1 The lead name is responsible for ensuring the accuracy of the personal details and any other information supplied to us in respect of yourself and all other members of your booking party and for passing any information regarding the booking or any changes made in relation to the booking to all members of the booking party including, but not limited to, information on schedule changes or copies of booking confirmations

2.2 It is important to check the details on the Confirmation Invoice to ensure that all elements of your booking are exactly as requested. Please check that all names, dates and timings are correct on receipt of all documents. Please ensure that the names given are the same as in the relevant passport.

2.3 In the event of any discrepancy in the details contained on the Confirmation Invoice please contact us immediately at hello@eyeofshe.com as it may not be possible to make changes at a later date and/or you may have to pay amendment or cancellation fees

2.4 Save as expressly set out in these Booking Conditions, only the necessary booking information that you provide to us will be passed on to the relevant Suppliers of your booking or other persons necessary for the provision of your booking. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any special category (sensitive) information that you give to us such as details of any disabilities, vaccinations, or dietary and



religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are traveling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes.

3. Prices

3.1 We reserve the right to alter the prices of any of the Packages or Travel Arrangements and the prices do change from time to time. You will be advised of the relevant current price before your booking is confirmed.

3.2 All prices quoted include any sales taxes such as VAT. Any additional local taxes or charges which may be payable locally during your trip are not included.

3.3 We will do our best to ensure that all the information and prices that we advise you of or publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the Package or Travel Arrangement that you wish to book before your booking is confirmed. Where the Package or Travel Arrangement has been incorrectly priced and the booking has already been confirmed, we reserve the right to cancel the booking and refund all monies paid to you.



3.4 If during the booking process you request a price match you will be required to provide sufficient proof to show the price and itinerary being offered by the other supplier. If we agree to price match you will not be entitled to any 'free services' or 'added extras' we have previously advised you of.

3.5 We do not permit price matching after a booking has been made.

3.6 City taxes & resort fees including but not limited to, car parking and refundable deposits are now commonly charged by hotels/resorts, which can only be paid locally and not at the point of booking. We will do our best to inform you of such fees but accept no responsibility for the payment of these fees. If you are unclear as to whether city taxes and/or resort fees will be payable please ask and we will do our best to advise you.

4. Payment

4.1 The lead name acts on behalf of all other persons on the booking and is responsible to us for all payments in respect of the booking.

4.2 When you make your booking a deposit may be payable, the amount of the deposit will be dependent on the components of your Package or the Travel Arrangement that you are booking. You will be advised of the deposit requirements during the booking process.



4.3 If the deposit and/or balance is not paid in time, we reserve the right to cancel your booking and charge any administration and cancellation charges in accordance with clause 6.10.

4.4 On some occasions we may need to take the full payment for a booking due to a special fare, this payment then becomes non-changeable and non-refundable. You will be informed of any non-changeable and/or non-refundable parts of your booking prior to completing the booking process.

4.5 We will accept payment from you in accordance with the payment methods listed on our website and/or mobile platform.

5. Special Requests/Medical Issues

5.1 If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant Supplier, but we cannot guarantee that any requests will be met.

5.2 The fact that a special request has been noted on your Confirmation Invoice or any other documentation or that it has been passed on to the Supplier is not confirmation that the request will be met.

5.3 Failure to meet any special requests will not be a breach of contract on our part unless the request has been specifically confirmed.



5.4 We are happy to advise and assist you in choosing a suitable Package or Travel Arrangement. As some of the Packages or Travel Arrangements may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc., it is important that, when booking, you advise us of any disabilities and special requirements to make sure the product meets your specific needs. We accept no liability if we are not advised of any special requirements your party have before a booking is completed. In the event that we are advised of a special requirement after a booking has been completed, your booking may be subject to additional charges to make the required arrangements or may have to be cancelled together with any applicable charges.

5.5 If we reasonably feel unable to properly accommodate the particular need of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we became aware of these details.

6. If you Change or Cancel your Booking

6.1 If you need to make a change to your Booking or would like to change the trip you have booked, we aim to accommodate you subject to cancellation charges and availability. Cancellation charges apply to Bookings cancelled from the day the remainder of your balance is due if you paid a deposit, or within 60 days of the departure date on your Booking Confirmation. For a full breakdown of the fees, please see Cancellation Charges 6.10. Alternatively, within 20 to 60 days from the departure date, we will offer to transfer your deposit to an alternative departure date free of charge. Please note that changes are subject to availability and the Booking must be transferred in full. If you need to cancel within 30 days of your departure date, 100% cancellation fees will apply.



6.3 Certain bookings may not be amended after they have been confirmed and any alteration could incur a cancellation charge up to 100% of that part of the booking. In some cases any changes made may mean you having to pay for the cancelled arrangements and making a new booking at full price. You will be advised of any non-refundable costs prior to

6.5 Certain arrangements may incur a cancellation charge of up to 100% of that part of the arrangement of the Package or Travel Arrangement after it has been confirmed.

6.6 You will be asked to pay any relevant difference in the price of your booking, together with further costs we incur in making the alteration for any amendment or cancellation. You should be aware these costs could increase the closer to the departure date that changes are made. If you choose not to pay the difference in the price of your new booking you may choose to cancel your booking in accordance with clause 6.9.

6.7 Unless otherwise advised at the time of booking and/or on your Confirmation Invoice, you may not make any changes within 35 days of departure.

6.8 We recommend that in the event of any cancellation you contact your insurance company as you may be able to reclaim the loss depending on the reason for the cancellation and the policy you have taken. Please refer to clause 16 for further information about travel insurance requirements for your trip



6.9 Standard Cancellation Charges

Notification Period Cancellation Charge

- 60 days or more – No charge
- 59-31 days – 50% of Package/Travel Arrangement price
- 30 days or less – 100% of Package/Travel Arrangement price

Please note that if you change your booking, “Package/Travel Arrangement Price” does not include any other costs paid which are not refundable in the event of your cancellation. These cancellation charges apply to all bookings, except items or services that are non-refundable. You will be advised of any items of this nature at the time of booking.

6.13 Please note that we 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), other than in the following circumstances:

1. If you, or anyone in your booking party, test positive for Covid-19, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to

A) self-isolate for a period of time:

(i) If this happens within 14 days of your departure/commencement date, you must contact us immediately as you may no longer be able to travel and provide medical



evidence. We will offer you the following options where possible and subject to availability:

1. Postponing your booking to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your booking, as well any increase in cost imposed by Suppliers); or

2. If not everyone on the booking is affected, you may be able to transfer your place on the booking to another person nominated by you, subject always to compliance with the requirements within our Booking Conditions and any amendment and administration charges payable; or

3. You may be able to claim these costs back from your travel insurance – please check your policy wording. (ii) If this happens once your Package, or Travel Arrangement has commenced please notify us immediately and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your Package, Travel Arrangement, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. Your travel insurance may cover some of these costs for you –please check the policy wording.

B) You fail any tests, checks or other measures imposed by a Supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied boarding, entry to the destination, access to the travel services or you are otherwise



unable to proceed with your Package or Travel Arrangement, or any part of it, or you are required to self-isolate within the destination. Your travel insurance may cover some of these costs for you – please check the policy wording.

7. If We Change Your Booking

7.1 As we mostly arrange and plan your Package or Travel Arrangement many months in advance, we may have to make changes to your booking both before and after your booking has been confirmed.

Changes

7.2 Most changes are minor, but from time to time we may have to make a major change to your booking.

7.3 If we make a major change to your Package or Travel Arrangement, we will inform you as soon as reasonably possible if there is time before your departure or commencement of the booking, as appropriate. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value), or cancelling your, Package or Travel Arrangement and receiving a full refund of all monies paid. This doesn't apply for minor changes. Additional provisions may apply to Packages (see clause 23)

7.4 Examples of minor changes may include, but are not limited to change of accommodation to another or higher standard or minor change to a trip itinerary. See additional provisions and examples that apply to Packages at clause 23.



Cancellation

7.5 We may in exceptional circumstances be required to change or cancel your booking, including but not limited to instances where the minimum number of travellers required for the Package to go ahead hasn't been reached, in which case a full refund of all monies paid will be made to you. The minimum number required will be provided to you with the trip description, along with the time limit for us to tell you if the package has to be cancelled. In respect of groups, we will confirm or cancel the Package within 60 days of departure.

7.6 We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation, including any additional Travel Arrangements that you have made via another company.

7.7 Where you have booked a Package, additional terms and conditions apply to your booking, please see clause 21.

7.8 If, we agree, any refunds are due to you, then these will be made by the same method used to pay for the booking. Any payment made by credit card or debit card will be returned to that card and will not be refunded to any other card.

Unavoidable and Extraordinary Circumstances

7.9 In these Booking Conditions, Unavoidable and Extraordinary Circumstances (also known as Force Majeure) means a situation which is beyond our or the Supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, but are not limited to



whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, flood, epidemics and pandemics, fire, airport, port or airspace closures, restrictions or congestion, flight or entry restrictions imposed by any regulatory authority or other third party, an FCDO advisory against travel to a particular destination and any other government restrictions on travel. Except where otherwise stated in these Booking Conditions, we have no liability including for compensation, costs and expenses in such situations.

8. Travel Requirements

8.1 You accept responsibility for both you and your party in respect of the following:

1. Any flights and all other travel and/or transport at your own cost and risk if applicable in order for you to commence your booking (unless transport is expressly included within the Package or Travel Arrangement)
2. You must ensure that you and your party have valid passports and appropriate visas. Your specific passport and visa requirements, and other immigration requirements are your responsibility. Requirements can change at any time and so we encourage you to ensure you check the up to date
3. You must be responsible for the behaviour of yourself and your party. (Please refer to claus12. Assistance in Resort
4. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to Unavoidable and Extraordinary Circumstances



and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

9. Complaints

9.1 In the unlikely event that you have any reason to complain or experience any problems with any element of your Package or Travel Arrangement once it has commenced, you must immediately inform us and the relevant Supplier of the particular part of the Package or Travel Arrangement that you wish to complain about whilst in resort.

9.2 Most problems or complaints can be resolved whilst you are away, however if you remain dissatisfied please contact us in writing within 28 days of your return by emailing our Customer Support Centre at thello@eyeofshe.com.

9.3 We will require any documentation to support your complaint in order for us to investigate any problems you may have incurred.

9.4 If you fail to follow these procedures we will have been deprived of the opportunity to investigate and rectify your complaint.

14. Behaviour

14.1 You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our or our Supplier's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation,



we reserve the right to terminate your booking immediately with no further liability to you. No refunds will be made and no expenses or costs incurred by you as a result of the termination will be made. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you.

14.2 We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

15. Flights

15.1 We do not provide any Packages or Travel Arrangements that include flights. If you require flights in order to get to the place of your booking, it is your responsibility to do so. We accept no responsibility for any flights, cancellations, or amendments whatsoever.

16. Insurance

16.1 It is a condition of travel on our Packages and Travel Arrangements that all travellers are adequately covered by travel insurance prior to departure. Insurance should cover personal accident and medical expenses, evacuation and repatriation, baggage loss, and cancellation or curtailment of your trip in addition to the clause 16.2 below.



16.2 You must purchase a specialist travel insurance policy which includes specific cover for Covid-19 related issues and incidents which may affect your Package or Travel Arrangements and, if necessary, travelling to a destination subject to a FCDO advisory against travel. It remains your responsibility to read and understand the insurance policy and ensure that it is suitable and adequate for your particular needs. Please read your policy details carefully and take them with you on your trip. If you choose to travel without adequate insurance cover, we will not be liable for any losses suffered by you in respect of which insurance cover would otherwise have been available.

Cancellation Policy

If cancellation of your trip occurs, you are required to notify us at least 60 days prior to the trip start date. Please note that cancellations under 60 days will result in a total loss of deposit and partial trip cost. Cancellations made under 30 days will result in a total loss of deposit and total trip cost. If Eye of She, Inc. is forced to cancel your trip due to reasons outside of our control, all prior payments will be refunded.

Deposit Refund Policy

Deposits made to Eye of She, Inc. are nonrefundable. Failure to pay the trip deposit will result in the cancellation of your trip.



Liability Policy

Eye of She, Inc. shall not bear any responsibility for any loss, damage, or any kind of risks related to traveling to and from as well as participating in the Activity, which may include but is not limited to, physical or psychological injury, pain, suffering, illness disfigurement, temporary or permanent disability, economic or emotional loss, delays or cancellations, lost or stolen baggage, deceptive port charge, and death.