

BY PAYING YOUR DEPOSIT YOU AGREE TO THESE TERMS AND CONDITIONS:

All bookings are made with Bespoke LLC (also doing business as Trade Name, Bespoke Experiences), a registered company in Louisiana, United States of America whose registered office is at 5829 Clara Street New Orleans, LA 70115 (referred to in these terms and conditions as "Bespoke").

BESPOKE EXPERIENCES is registered as a standard character mark on the principal United States Patent and Trademark Office (Reg. No. 4,846,050). BESPOKE is registered as a standard character mark on the principal United States Patent and Trademark Office (Reg. No. 4,850,277). All rights are reserved.

Your contract will be either with Bespoke or with another supplier of travel services and this will depend on the type of arrangements you book. Your contract will be with Bespoke if it arranges at least two or more of the following services where the services are taken together and where they either cover a period of more than 24 hours or include overnight accommodation: (a) transportation; (b) accommodation; and (c) other tourist services not ancillary to transportation or accommodation which account for a significant part of the arrangements. For all other arrangements, Bespoke is the Booking Agent for the supplier. In this event, your contract will be with the supplier (or suppliers) and Bespoke accepts no responsibility for the suppliers' actions or omissions. Copies of the conditions of your contract with your supplier are available on request from us, and Bespoke recommends that you ask for them and read them before you book so that you are aware of how they may affect your booking.

1. Reservation

1.1 Our procedure for making a reservation is as follows:

1.2 On your enquiry, Bespoke establishes where and when you wish to travel, and if we are satisfied that this is basically feasible you will pay us a minimum NON-REFUNDABLE Trip Planning Deposit (TPD) of \$100.00USD. This TPD covers the cost of researching your bespoke trip and this contract with the terms and conditions contained herein will apply.

2. Payments

2.1 Unless otherwise negotiated, all payments to Bespoke are to be made by via credit card.

2.2 An initial NON-REFUNDABLE payment of \$100 (or a % of the full price, at the discretion of Bespoke) is payable at the time of booking.

2.3 The remainder of the balance payable to Bespoke is to be paid immediately at the conclusion of the experience before the parties depart.

2.4 If the deposit remains unpaid after seven days past the due date of the payment, Bespoke reserves the right to cancel your booking without notice. You will be liable for any costs incurred.

3. Prices

3.1 Unless stipulated by Bespoke, all prices will be in US dollars.

3.2 Bespoke reserves the right to impose surcharges in respect of cost increases incurred during the creation of your bespoke trip. These may include but are not limited to increases related to fuel, airport costs/taxes, currency fluctuations, increases levied by suppliers used for your bespoke trip or any part thereof or government action (both US and foreign). If the increase is in excess of 10% of the total cost, you can withdraw from the bespoke trip and Bespoke will give you a full refund of all money paid to the company less an administrative charge of \$50 excluding the cost of the TPD paid. However, you must advise Bespoke in writing within 10 days of receiving the increased invoice in order to cancel your bespoke trip.

3.3 No refunds will be given if currency rates improve.

4. Amendment

4.1 If Bespoke is your Booking Agent, your contract with your suppliers may allow the supplier to change the booking details. Where this occurs, Bespoke will ensure that you are promptly notified of any significant changes (for example, to airline flight times and routes) but will accept no liability for the changes or costs which may result.

4.2 Bespoke obviously aims to run the bespoke trip as created. However, occasionally it may be necessary to amend part of the bespoke trip slightly. No refund will be made.

4.3 If Bespoke is unable to offer a significant aspect of the bespoke trip, you will be offered a refund or alternative which Bespoke, at its sole discretion, deems suitable.

5. Cancellation by Bespoke or Its Supplier

5.1 Bespoke reserves the right to cancel a bespoke trip or any part thereof. In this unlikely event, you will receive a refund of all invoices paid to Bespoke less any losses incurred by Bespoke.

5.2 No refund will be issued if Bespoke is forced to cancel, or make significant changes to, the bespoke trip due to circumstances out of its control. These circumstances include but are not limited to force majeure: acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, riots or civil disturbances or acts of government and any acts which lead the US Department of Homeland Security to advise travellers against nonessential travel to your destination.

6. Changes by You

6.1 If, after our invoice has been issued, you wish to change your bespoke trip in any way (for example, your chosen departure date), Bespoke will do its utmost to make your changes but this may not always be possible. Any request for changes must be made in writing.

6.2 You may be asked to pay an administration charge of \$50 for each person whose travel arrangements are changed, along with any further costs we incur in making this alteration.

7. Cancellation by You

7.1 If you wish to cancel a bespoke trip or leave/return early, Bespoke will endeavour to do what it can to help you make any necessary arrangements. However, all payments are non-refundable, and any additional costs incurred by Bespoke occasioned hereby shall be your liability.

7.2 Experiences cancelled less than 72 hours before the planned start time will be subject to 100% of the quoted rates.

7.3 Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

8. Insurance

8.1 You are responsible for obtaining your own comprehensive insurance which is compulsory for all persons booking on a Bespoke experience. You must ensure that your insurance is valid for the duration of your itinerary.

8.2 Your insurance policy must be comprehensive and include sufficient cover, especially regarding cancellation, curtailment, theft, accident, repatriation, medical, third party, liability for injury to others and death, and loss or damage to equipment.

8.3 You must produce proof of insurance if required by Bespoke.

8.4 You should secure your insurance cover at the earliest opportunity to ensure you are covered and in any event prior to departure or within 14 days of payment of the full invoice, whichever date is earlier.

9. Your Behaviour and Responsibilities

9.1 You are expected to behave decently and with consideration to Bespoke, any suppliers and fellow travellers.

9.2 You must comply with rules and regulations set by accommodation providers and all other suppliers from time to time.

9.3 Bespoke does not accept responsibility and is not liable for any negligent acts or defaults of any supplier or any other person should you suffer any injury as a result of or in connection with any activity you engage in while on your Bespoke experience.

9.4 Bespoke reserves the right to remove any traveller or travellers from all or part of the trip if Bespoke feels they are behaving in an unacceptable manner. Bespoke will not be responsible for repatriation or any costs incurred, and no refund will be given as the result of being removed from the trip or part thereof.

9.5 All of your property is your own responsibility. You may be able to make a claim if the loss suffered is covered under the terms of your insurance policy.

10. Medical

10.1 You are responsible for telling Bespoke of any medical condition that could have an effect on your performance on the trip and of any pre-existing medical problems/conditions. If your medical condition should change during the course of the trip, you must keep Bespoke informed.

10.2 Any medical information you submit to Bespoke will be held in the strictest confidence and Bespoke will abide by all of its obligations under the Data Protection Act and associated legislation.

11. Documentation

11.1 You are responsible for obtaining all required travel documentation. You must obtain any required visas and have a passport that is valid for at least six months from the date that you enter all foreign countries. It is also your responsibility to ensure that these documents are in good order and that you have them with you when necessary.

11.2 Bespoke is not responsible for any costs incurred due to your not having the correct documentation when required.

12. Travel Arrangements

12.1 You are responsible for checking in for all flights and other travel arrangements in good time and with the correct documentation. Bespoke will not be responsible for any costs incurred by your failure to be there on time or with the required documents.

13. Other Suppliers

13.1 Some aspects of Bespoke's experiences may be run by third-party suppliers. These include but are not limited to accommodation, biking, walking, horseback riding, rafting, swamp/airboats, kayaking, canoeing or fishing charters, paragliding, gliding, hot air balloon, helicopter and other aircraft flights or charters. These aspects may be dependent on factors outside Bespoke's control, such as weather, and if they do not run for any reason, no refund will be given.

13.2 You must acknowledge that many of the activities offered are inherently risky. Bespoke does not accept responsibility and is not liable for any negligent acts or defaults of any supplier or any other person, company or corporation not directly under its control.

13.3 Some suppliers may request that you sign a release of liability. If you refuse to sign, you will be excluded from that activity and no refund will be issued.

14. Bespoke's Responsibilities and Limitation of Liability

14.1 Bespoke accepts no responsibility for the actions or omissions of suppliers when it acts as your Booking Agent, and in such cases the rest of this clause 14 does not apply.

14.2 Although Bespoke takes all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the activities on the trip in which you participate do have a risk of accident and serious injury. Therefore, you will not take any unreasonable risks, and if you do, then you are responsible for your own actions.

14.3 Bespoke will make all reasonable checks that guides and instructors have the appropriate qualifications.

14.4 Bespoke will be under no liability at all if you suffer loss, death or personal injury where there has been no fault on the part of Bespoke or its own employees or contractors.

14.5 Bespoke accepts responsibility for death, injury or illness caused by the negligent acts and/or omissions of its employees or agents and its suppliers whilst acting within the scope of, or in the course of, their employment in the provision of your travel arrangements. Bespoke will accordingly pay to you such damages as might be awarded in such circumstances under US law.

14.6 The amount of compensation to which you are entitled will be limited in accordance with and/or in an identical manner to:

14.6.1 The contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and

14.6.2 Any relevant international convention, for example, 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, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. Bespoke is to be regarded as having all benefit of any limitation of compensation contained in these or any other conventions.

14.7 Bespoke does not accept responsibility for unusual and unforeseen circumstances beyond our control where the consequences could not have been avoided even if all due care had been exercised or could not have been foreseen or forestalled.

15. Currency Refunds

15.1 All refunds made by Bespoke may be made in the currency originally used to make the relevant payment.

16. Comfort & Risks

16.1 As already highlighted in these terms and conditions, whilst we believe our trips provide benefits and rewards, they also entail risks. Therefore, while we try to see that you have a great trouble-free experience, you will be aware that local living standards, practices, travel conditions, facilities, safety standards, services and accommodation differ and may be of a lower standard and less comfortable than you are used to. We hope this makes for a more authentic and rewarding adventure.

17. Complaints

17.1 Any complaints or suggestions about your trip should be made to Bespoke at 5829 Clara Street New Orleans, LA 70115, United States of America, and every effort will be made to reach an amicable solution.

17.2 If an amicable solution cannot be agreed, you may send your complaint or suggestion in writing, within 28 days of the end of your bespoke trip, to Bespoke.

18. Law and Jurisdiction

18.1 These terms and conditions and all disputes arising out of or in relation to the contract entered into between Bespoke and you will be interpreted in accordance with and governed by the laws of the United States of America.

18.2 In entering into a contract with Bespoke you accept that any dispute arising from such contract will be subject to the exclusive jurisdiction of the US courts.

19. Consumption of Alcohol

You acknowledge and agree that you and the operator of the venue or venues for the Bespoke experience and any activity in or related to the experience, and the operator of any such activity, will be responsible for:

- (a) monitoring the consumption of alcohol by the guests, invitees and attendees at such venue or activity, whether sponsored or hosted by you, your customers, suppliers, business partners or the operator of such venue or activity, whether the alcohol is served to or self-served by the consuming party;
- (b) liaising with the operator of the venue or activity in respect of alcohol consumption; and
- (c) ensuring the safety and security of all persons at the venue or activity, and the safety and security of all persons with whom any person having consumed alcohol thereat may come into contact either at or after leaving the venue or activity. You agree to appoint one of your party to be continually present at each such activity whose responsibility will be to discharge your obligations set out in (a), (b) and (c) immediately above.

Bespoke will not be responsible for any of the obligations set out in (a) (b) and (c) above, even if it is responsible for promoting, organizing or coordinating such activity at which alcohol will or will likely be consumed.

20. Force Majeure

Neither client nor Bespoke shall be liable for failure of performance hereunder if occasioned by fire, strike, flood, interruption of transportation, accident, explosion, war, governmental order, regulation or restriction, or any other cause beyond the reasonable control of the parties.

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