

## Retail Tour Service Agreement

### 1. General

This is a “Retail Tour Service Agreement” between PNG Explorers International (The Agent) & person who makes a booking (The Customer).

### 2. Customer Understanding & Agreement

The Customer reads, understands & agrees with the Tour Condition set by the Agent, including Accommodation, Meals, Tour/Transfer, Cost, Payment & Cancellation Policy.

By paying the Tour Cost, it will be deemed that the Customer has fully agreed with the “Retail Tour Service Agreement “& the Condition of the respective Tour.

### 3. The Responsibility of the Agent

The Agent makes reservations and carries out the tour services as per itinerary & condition. After the arrival of the Customer, The agent will assist the Customer, monitor the movement and liaise with each service provider to make sure the services are provided as per contract.

### 4. Payment of the Tour Cost

The Customer will have to pay the Tour Cost set by the Agent by the due date. If the payment is not done by the due date, the Agent has the right to cancel the Tour.

### 5. Cancellation of the Tour by the Customer

The Customer has the right to cancel the tour at any stage.

However, it attracts certain cancellation fees set by the Agent.

The cancellation policy differs from Tour to Tour, depending on the seasonality/ condition by the service provider.

The cancellation policy of the tour is shown with each tour condition.

### 6. Limitation of the Liability by the Agent

The Agent, its management & staff shall not be liable for the Loss, Death, Injury to the Customer or Loss, Damage or Delay to his Luggage, Personal effects or other properties, Cancellation of entire or part of the Tour itinerary, Change of Itinerary/ Accommodation/ Transportation arising from Riots, Strikes, Epidemics, Civil Disturbances, Natural Disasters, Weather

condition, Infrastructure problem (including water shortage, power blackout, airport or road closed unexpectedly), Fire, theft, barratry or any other crime by any other person.

7. Delay/Cancellation of the Flight

The Agent shall not be responsible for the loss of service, change of the itinerary and associate expenses arising from the delay or cancellation of the flights within and without Papua New Guinea.

However, in case it happens, the Agent shall assist the Customer to find alternative way to carry out the tour itinerary as close as the original one.

8. Non – delivery of Service by failure

If non-delivery of the service happens because of the Fault, Mistake or Negligence by the service provider or by the Agent, the Agent shall make every effort to refund the value of unused service to the Customer, subject to the negotiation with the service provider.

9. Travel Insurance

The Customer should be covered with Travel Insurance, including (but not limited to) Death, Injury, Lost property, Evacuation & Flight delay/ Cancellation. The Agent has the right to refuse the tour booking if the Customer is not properly insured.

10. Scuba Diving Waiver Form & DAN Insurance

The Customer who is taking Scuba Diving will have to sign the Indemnity Agreement with respective Diving Service.

Also it is highly recommended that scuba diver should join DAN Travel insurance in case for Diving-related sickness such as Decompression sickness.

11. Medical Certificate for Kokoda Trail Customer

The Customer who is taking Kokoda Trail has to have medical certificate that he/she is fit for the walk and with no history of heart diseases.

The Agent has the right to refuse the booking of Kokoda Trail Adventure Trekking without Medical Certificate.

12. This agreement is subject to the laws of Independent State of Papua New Guinea.