

## TERMS AND CONDITIONS

### Coddiwomple Trips

#### Terms and Conditions

***PLEASE READ THESE TERMS AND CONDITIONS. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE EMAIL US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.***

Please thoroughly review these terms and conditions of Coddiwomple Trips and [coddiwompletrips.com](http://coddiwompletrips.com), herein referred to as Coddiwomple. The addressee of this notice will be the only recipient of this booking receipt and terms and conditions. It is the sole responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking passenger, by accepting this receipt and making payment to Coddiwomple, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

**BOOKING ACCURACY/LEGAL NAMES:** The traveler is required to immediately review all aspects of their booking to verify (but not limited to): traveler names, email address, telephone number, date of birth, pricing, airfare, accommodations, and any organized activities on your booking itinerary. Please notify Coddiwomple immediately if any omissions and/or corrections are needed regarding the booking details. Traveler(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions.

**TRAVEL DOCUMENTS:** Traveler(s) assumes sole responsibility to independently confirm all documentation requirements for all ID requirements of driving and destinations. Traveler(s) assumes sole responsibility for, and hereby releases Coddiwomple from any claims or responsibility for any and all damages incurred as a result of Traveler(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Travelers procure, and have on their person the proper travel documents at all times.

**PAYMENTS:** Coddiwomple accepts Visa, American Express, Discover, and Mastercard. Coddiwomple does not start any planning until the booking fee is received. Once the booking fee is received, Coddiwomple will develop a potential itinerary, without placing any deposits or holds on reservations. Once the Traveler approves the cost breakdown, Traveler authorizes Coddiwomple to use Traveler's credit card information to book agreed-upon reservations. If any costs change between Traveler's approval and the booking, Coddiwomple will get approval from Traveler for the new cost before booking anything different. Without limitation, Traveler(s) voluntarily hold Coddiwomple harmless for cancellation of any booking for declination of a credit card.

**PRICING:** Prices and availability quoted by Coddiwomple are not guaranteed until full written approval from the Traveler. Pricing and availability may change without notice. Traveler agrees that Coddiwomple is not responsible for any errors or omissions in any quotes, advertisements, including on our website, resulting in inventory, content, or pricing discrepancies nor is Coddiwomple responsible for any errors or omissions that may occur as a result of incorrect information from third parties.

Suppliers reserve the right not to honor any published prices that it determines were erroneous due to electronic, printing, or clerical error. You acknowledge this right and agree to hold Coddiwomple harmless for any actions or damages arising from Supplier pricing.

**ROAD TRIP:** Coddiwomple is by no means responsible for the Traveler's transportation, vehicle, vehicle insurance, travel insurance, fuel purchases, nor any damage that might occur during the trip itself. Traveler agrees to claim all vehicle and travel responsibility during the booked road trip.

**ACCOMMODATIONS AND ACTIVITIES:** "Accommodations" are defined as lodgings in a dwelling or similar living quarters afforded to travelers including, but not limited to, hotels, condos, homestays, motels, time shares, campgrounds, and resorts.

a. Accommodation classifications

The number of reviews and ratings attributed to the hotels and other providers of accommodations quoted by Coddiwomple correspond to a classification established as a point of reference in accordance with local standards. Please be advised that accommodations and the "rating" designations may vary from place to place. The comments we make in our descriptions are based on our knowledge of the establishments and the comments we have received from customers. Coddiwomple makes no guarantee about the suitability or availability of accommodations, and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations, if possible. You would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases we will inform you as soon as we are aware of this necessity.

b. Taking possession of and vacating your room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or country, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. Coddiwomple is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room.

c. Types of accommodations

Accommodations classifications and amenities may vary, so it is your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of your stay. Coddiwomple makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

d. Activities offered during your trip

An activity may not be appropriate for all ages or for individuals with certain medical conditions. Coddiwomple may not be held liable in the event of an incident or accident which is due to a lack of vigilance on your part.

It may happen that certain activities referred to in the Trip description are no longer provided by our local provider for climatic reasons, in the event of force majeure, during a stay out of the tourist season, or when the minimum number of participants required for providing a given activity is not reached (examples: group sports, tours). Some activities may not be available, some of the facilities (restaurant, swimming pool, etc.) may be closed, or maintenance work may be in progress. As a general rule, entertainment and sports activities may vary in frequency depending on how many people are staying at the time and on climatic conditions. Particularly during the high season it is possible that the number of parasols, loungers, sports equipment, etc., are insufficient for the demand. The opening hours of bars, restaurants, and clubs, etc., may be irregular and dependent on the management of the establishment in question. You agree that Coddiwomple is not liable for activities unavailable due to any of the reasons listed above.

YOU ACKNOWLEDGE THAT THE USE OR ENJOYMENT OF AN ACTIVITY MAY BE HAZARDOUS AND INHERENTLY RISKY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CODDIWOMPLE SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR DEATH; LOST, STOLEN, DAMAGED OR DESTROYED PROPERTY; OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE AND OPERATION OF THE ACTIVITY, AND ALL ACTIONS OR EVENTS OCCURRING PRIOR TO, DURING, AT OR AFTER, THE ACTIVITY.

e. Children/infants

Coddiwomple does not recommend children or infants to travel on the type road trips we service. We do not discriminate against children, however the Traveler agrees to take full responsibility over the child/infant during the entire trip. You agree that Coddiwomple shall have no liability for any person during this trip, including minors.

f. Pregnant women

Coddiwomple advises pregnant women to consult their doctors before making any reservation, in order to confirm that it is appropriate for them to participate in the Trip. You agree that Coddiwomple will not be liable for any damages arising from inability to participate in any or all of the Trip due to pregnancy or related illness and no compensation will be payable under such circumstances.

h. Travelers with special needs or disabilities

If you have special needs or a disability you must call the provider of your accommodations ahead of time and verify that special needs can be met. Coddiwomple makes no guarantee as to the ability of any accommodations, activity provider, or facilities advertised on its site to meet the special needs of disabled clients. Coddiwomple has no special knowledge regarding the suitability for disabled persons

of any portion of any tour or activity offered. For information concerning the suitability for disabled persons for any portion of any tour or other reservation, contact the supplier directly.

**CANCELLATION POLICIES:** All cancellations or no-shows are subject to penalties imposed by the supplier. If you require a copy of these terms, please contact the supplier or your agent at Coddiwomple. Additionally, all booking cancellations, change fees, or no-shows are considered cancellations and Coddiwomple is **not responsible or liable for any of these fees**. The traveler agrees to accept financial responsibility and liability to any and all damage and cancellations fees.

If you need to cancel any or all parts of your trip, the Traveler **MUST** send an email to Coddiwomple at [kate@coddiwompletrips.com](mailto:kate@coddiwompletrips.com). Coddiwomple may help in your cancellations but ultimately it is the Traveler's responsibility, as you are liable for any fees that occur.

**AGENT/INTERMEDIARY:** Coddiwomple is simply an intermediary between the Suppliers and the public. Coddiwomple does not own or operate any of the accommodations, excursions, activities, tours, attractions or other travel-related Suppliers who provide goods or services for the Traveler(s)' trip. Traveler(s) acknowledge and agree that Coddiwomple shall not be responsible for any loss, damage, delay, inconvenience or injury to Traveler(s) or group members as a result of a breach of contract, act or omission whether willful or negligent, criminal or otherwise of any person other than Coddiwomple or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Traveler(s) acknowledge and agree that Coddiwomple is not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. Coddiwomple is not liable for any loss due to Traveler's gambling and is not responsible for any purchases made while on the trip.

Coddiwomple recommends that all Travelers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to Coddiwomple at the time of reservation upon initial booking so Coddiwomple can contact the Suppliers to investigate amenities and/or special accommodations offered. Traveler is required to provide their own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Traveler be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Travelers whose mental or physical condition may interfere with the itinerary. Traveler(s) acknowledge and agree that Coddiwomple shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While Coddiwomple prides itself on selecting top quality Suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Traveler(s) acknowledge and agree that Coddiwomple shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall Coddiwomple be liable for any accident which occurs in rental homes, campgrounds, rest stops, activities, parks, hotels, homestays, personal

camping gear, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Traveler admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of travelers and gear.

**LIMITATION OF LIABILITY:** Without limitation, Traveler(s) assume the risk of, and agree that Coddiwomple is not liable for any damages arising from or related to any act of the universe or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip, or desertion of crew.

**MODIFICATION OF TERMS AND CONDITIONS:** The Terms and Conditions may be amended or modified by Coddiwomple at any time without notice. It is therefore essential that you consult the Terms and Conditions prior to making each and every booking, particularly in order to ensure what provisions are in operation in case they have changed since the last time an order was placed by you.

Only those who have accepted the Terms and Conditions and affirmatively indicated their consent to be bound by the Terms and Conditions may make a booking with Coddiwomple. Without this acceptance any order is subject to cancellation at any time.

The failure of Coddiwomple to act with respect to a breach of these Terms and Conditions by you, or others, does not waive its right to act with respect to subsequent or similar breaches. Coddiwomple does not guarantee it will take action against all breaches of these Terms and Conditions.

**SEVERABILITY:** If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

**HEADINGS:** Headings are for reference purposes only and do not limit the scope or extent of such section.

**MANDATORY ARBITRATION / FORUM / CHOICE OF LAW:** The Parties hereby agree that any and all disputes arising out of or relating to this Agreement shall be submitted to final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the laws of the State of California. The Parties agree that the arbitration shall take place in California and will be conducted by a single mutually agreed upon arbitrator. The arbitrator shall permit both sides to conduct reasonable discovery, in her/his sole discretion, and shall render a written award. Payment of the cost of the arbitration, including the arbitrator's fees and room rental, shall be split equally between the Parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties acknowledge and agree that this arbitration is their sole recourse and that they may not file a lawsuit against Coddwomple. If Traveler(s) fails to submit their claim to arbitration and instead files suit, Coddwomple shall be entitled to recover its attorney's fees and other costs incurred in the enforcement of the terms of this Agreement, including costs incurred seeking referral to arbitration. Traveler(s) and Coddwomple agree that neither party shall be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.