



## TMT Terms and Conditions

PLEASE READ THIS DOCUMENT, THEN INITIAL EACH PAGE WITH NAME AND SIGNATURE ON LAST PAGE.

### GENERAL

These Terms and Conditions contain the entire agreement between Te Mana Travels and the individual(s) intending to join a Te Mana Travels charter and/or travel experience. Period of travel and prices will be stipulated in a separate invoice. By paying the deposit on a Te Mana Travels charter and/or travel experience, participant agrees to the conditions contained herein.

1. **Yacht Charter/Travel Reservation:** By providing a 50% down payment, you have confirmed your reservation. This confirmation automatically initiates the payment and cancellation terms, as well as all other booking conditions.
2. **Payment Schedule:** The remaining 50% of total trip cost is due 90 days prior to embarkation and or event start date. If final payment is not received when due, Te Mana Travels reserves the right to cancel your reservation.
3. **Accidental Death and Injury:** The use or consumption of illegal drugs is strictly prohibited by Te Mana Travels. The consumption of alcohol may increase the risk of injury around water and boats, and you and your passengers accept that risk. Te Mana Travels, its subsidiaries, employees, officers, directors, affiliates and agents shall be held harmless from any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs.
4. **Skin Diving and Swimming:** Te Mana Travels, the yacht owner, and the charter, and/or event insurance underwriters, shall not be held liable for accidents, injuries, or death due to swimming, windsurfing, or the use of snorkels, masks, or allied equipment such as, but not restricted to, SCUBA equipment, sailboards, or kayaks.
5. **Running Expenses:** Individual(s) agrees to pay any additional running expenses during the term of the charter or event which have not been prepaid and outlined as part of the charter or event package.
6. **Forces of Nature:** Te Mana Travels shall not be liable for any loss, damages, or delay or failure in performance hereunder resulting from any force of nature including, but not limited to, acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any government authorities having or asserting jurisdiction in the premises of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond reasonable control of Te Mana Travels which makes operation of individual(s) time of travel impossible.
- 7) **Cancellation:** Should the individual(s) decide to cancel, the following cancellation policy applies:
  - There are no refunds for cancellations.
  - Re-scheduling a cancelled charter for a future date is possible for all charters cancelled 60 days or more prior to embarkation. Prices may vary for re-scheduling in the future during a different season of travel.

**MISCELLANEOUS**

- 8) Individual(s) acknowledges the deposit and cancellation policies. In any proceeding to enforce the terms of this Agreement, the prevailing party shall recover from the other costs that may be incurred, including any attorney fees and costs. No representations or warranties not set forth herein have been offered to or made to any party as an inducement to enter into this Agreement, and all negotiations are merged herewith. This Agreement shall be construed and interpreted in accordance with the laws of California, USA.
- 9) Te Mana Travels may act as an agent for airlines, hotels, yacht charter companies, and other suppliers. By using the services provided by Te Mana Travels, the client agrees to the terms and conditions of the operator and agrees that neither Te Mana Travels, its employees and/or representatives shall be liable for any loss, expense, injury, accident, damage to person or property resulting directly or indirectly from (a) the acts or omissions of such suppliers, (b) acts of God, or (c) any other cause.
- 10) Airlines reserve the right to change prices without notice and airfare prices are subject to seat availability in the class offered and booked. Airfares are subject to rules and regulations specified by the airline. Airline and airport taxes are subject to change due to government regulation and currency fluctuations.
- 11) Travel Insurance:
  - Te Mana Travels travelers should ensure they have a valid travel insurance policy at time of booking.
  - There are many travel insurance policies to choose from. We recommend searching and comparing policies online at a website such as SquareMouth (<https://www.squaremouth.com/travel-insurance-quotes>).
  - Te Mana Travels encourages clients to choose a plan that includes your security deposit cost, COVID related trip cancellation, cancellation, personal liability, and loss of luggage and personal effects.
- 12) COVID-19 Policy:
  - We are not able to provide refunds of payments for charters cancelled due to COVID. We recommend purchasing a Travel Protection Plan that covers COVID-related trip cancellation and medical benefits.
  - If Te Mana Travels must cancel a charter due to the COVID pandemic, all payments made by an individual for a charter will be applied to a future charter date of your choosing. Please be aware, re-scheduling for a future date during a different season of travel may incur additional costs.
  - Upon booking, you will be sent an up-to-date, detailed guideline on COVID testing and entry requirements established by the French Polynesian government. Te Mana Travels will not be held responsible for client failure to follow testing and entry procedure protocol and/or a positive COVID test that prohibits travel and entry into French Polynesia and/or re-entry into country of origin.

I hereby agree to the above conditions for myself and all members of my party.

INDIVIDUAL(s):

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Signature

Printed Name

Date