

## Terms and Conditions

The following Terms and Conditions must be reviewed carefully as they constitute a binding agreement between the customer and LLC "MIK". There is no verbal or written representation of the terms and conditions other than what is expressed here. Booking a trip with LLC 'MIK' indicates acceptance of these Terms and Conditions as outlined.

### 1 Definitions

'Conditions' means these Terms and Conditions.

'Customer' means a person, firm or corporation seeking to acquire Services from LLC «MIK» and if there is more than one of these, these Conditions bind them jointly and each of them separately.

'Departure Date' means the start date scheduled for the Customer to depart at the starting destination point of the Travel Arrangements.

'Travel Arrangements' means the travel arrangements made by LLC «MIK» including all Products and services.

'Material Alteration' means a material change to the Travel Arrangements as determined at the sole discretion of LLC «MIK».

'Products' means individual components of Travel Arrangements, such as Itinerary, Tours and Programs.

'Services' means the booking and payment services provided by LLC «MIK» in relation to Program and Itinerary arrangements.

'Suppliers' means the party that is responsible for providing the individual Products or Services.

### 2 Basis of Contract

2.1 The Conditions apply exclusively to every contract for Services by LLC «MIK» to the Customer and cannot be varied or supplanted by any other condition unless expressly accepted in writing by LLC «MIK».

2.2 Acceptance - Full Payment or a payment of a deposit indicates the Customer's acceptance of the Terms and Conditions outlined here.

2.3 A contract with LLC «MIK» is in effect from the date shown on the Booking Confirmation Invoice, all terms and conditions apply.

### 3 Bookings

3.1 Quotes - will be provided in relation to a price for the Travel Arrangements. The quote is valid for a period of 7 days.

3.2 Deposit - a deposit of 25% (or other amount as advised) is required to secure a booking.

3.3 Confirmation - A Confirmation Invoice will be issued with the details of final payments and Itinerary.

3.4 Late Bookings - Bookings made within 14 days of a Departure Date are subject to a late booking fee of \$100 per booking.

3.5 Final Payment - Must be received by LLC «MIK» no later than 30 business days (45 days) prior to the Departure Date.

### 4 Pricing

4.1 All prices are per person in US Dollars unless otherwise specified or arranged with LLC «MIK». Prices are subject to the quote provided or as specified on the website.

4.2 Travel Arrangement prices are quoted for the entire package and itemised component costs cannot/may not be given.

4.3 Travel Arrangements - the price may be based on Products being booked in groups, and accordingly Customers must travel together throughout the

## Travel Arrangements.

4.4 Surcharges - the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred (without limitation) in connection with: currency exchange rates, increases in Product prices, fuel levies, scheduled airfares, hotel and ground transportation charges, game park entrance fees and any other increases in connection with the Travel Arrangement.

4.5 Where there is any change in the costs incurred by LLC «MIK» in providing the Services, LLC «MIK» may vary its price to account for such change by notifying the Customer, whether or not the Customer has made full payment.

4.6 Changes in the US Dollar - the financial commitments LLC «MIK» undertakes in order to offer the Price Increase Guarantee mean that reductions in prices can not be made if the US dollar strengthens.

4.7 Products not Utilised - no refunds are made in respect of Products not utilised, for example meals and sightseeing excursions.

4.8 Goods & Services not Included - the following are excluded from the Travel Arrangements price: International Airfares, arrival and/or departure taxes, fuel levies and surcharges, passport and visa costs, travel insurance, personal expenditure including drinks, laundry, room services, meals and gratuities, unless expressly included.

## 5 Payment

5.1 Full and final Payment - must be received by LLC «MIK» no later than 30 Business days (45 days) prior to the Departure Date.

5.2 Where bookings are made less than 45 days before the Departure Date, full payment must be made at the time of booking.

## 6 Amendments

6.1 LLC «MIK» will endeavour to assist if the Customer requests an amendment to the Travel Arrangement booking up to 45 days prior to the Departure Date subject to the following:

Amendment Charge - Fees apply to any customer requesting a change to a confirmed booking.

Additional Charges - all other expenses incurred by LLC «MIK» may also be payable by the Customer at LLC «MIK» discretion.

Any charges arising from a request for amendments are payable by the Customer whether or not LLC «MIK» is successful in confirming the requested amendment.

Late Amendments - amendments made by the Customer within 45 days of the Departure Date are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.

## 7 Cancellations by the Customer

7.1 Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable.

7.2 Charges - the following charges are payable by the Customer in accordance with the number of days prior to the Departure Date following notice being received by LLC «MIK» of cancellation:

Days prior to Departure Date	Percentage of holiday price payable
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45 days or more prior to departure	25%
45-30 days prior to departure	50%
30 days or less Prior to departure	100%

7.3 Additional Charges - the Customer may incur further cancellation charges from some local agents.

8 Cancellations and Material Alteration by LLC «MIK»

8.1 LLC «MIK» may treat a booking as cancelled and levy cancellation charges if the Customer does not pay the balance of the Travel Arrangements price at least 30 days prior to the Departure Date.

8.2 Force Majeure - LLC «MIK» may, at its sole option, where circumstances outside of its control affect the provision of Travel Arrangements (such as flood, fire, act of God, war or threat of war, physical unrest, riots, civil disturbances, terrorist activities (threatened or actual), strikes, port or airport closure, technical problems with transport, alteration or cancellation of scheduled travel services) cancel scheduled Travel Arrangements at any time and may at LLC «MIK»'s sole and absolute discretion:

(a) offer the Customer alternative Travel Arrangements or Products of comparable standard as may be appropriate in the circumstances; or

(b) if alternative Travel Arrangements or Products are not offered by LLC «MIK», LLC «MIK» will make a prompt proportional (taking into account the extent of the Travel Arrangements that have been provided or arranged) refund of monies paid by the Customer.

8.3 LLC «MIK» may charge a reasonable fee to cover the administration costs associated with providing alternative Travel Arrangements or Products.

8.4 Material Alteration - if a Material Alteration becomes necessary within 30 days of the Departure Date for any reason other than the circumstances described in clause 8.2, LLC «MIK» will endeavour to offer comparable Products or a full refund of all monies paid by the Customer.

9 Liability

9.1 Booking Agent - LLC «MIK» acts as a booking agent for the Suppliers of Products and Services. LLC «MIK» accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Customer or third party resulting from the Customer's or third party's use of the Products. LLC «MIK» makes reasonable enquiries to determine that Suppliers provide appropriate Products, but LLC «MIK» is not responsible for the Products or their standard.

9.2 Except as specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, specification or performance of the Products or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

9.3 Circumstances Beyond our Control - if LLC «MIK» is unable to provide the Travel Arrangements as illustrated, or any Product agreed to be provided, it is not be liable for any injury, loss, damage, accident, delay or irregularity arising to the Customer or any third party.

9.5 Loss - LLC «MIK» is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment,

pain and suffering, damage, injury, accident delay or irregularity occasioned to the Customer, whether caused by act, omission, negligence or otherwise, while undertaking a Travel Arrangement, using the Services or arising from any booking.

9.6 The Customer acknowledges and accepts that different places, countries, facilities and tour operators may have lower standards of safety, labelling, warnings and precautions. The Customer is responsible for maintaining personal diligence and safety notwithstanding the level of standards. LLC «MIK» is not liable for any loss, damage, injury or death that could be avoided if the Russian standards were to apply.

9.7 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified.

#### 10 Travel Insurance

10.1 While we cannot force our clients to purchase travel insurance, we reserve the right to only provide services to the clients who have adequate travel insurance coverage. LLC «MIK» strongly recommends that the customer insure themselves against loss of deposit, cancellation charges, medical expenses and loss of personal possessions or any other foreseeable loss or expense.

#### 11 Passport & Visa

11.1 Visa Requirements - It is the Customer's responsibility to ensure that they hold valid passports, visa and permits that meet the immigration and governmental requirements for the Russian Federation.

#### 12 Health & Fitness

12.1 Medical Conditions - The Customer must advise LLC «MIK» In writing By filling the Health form (sent upon request) of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements.

12.2 Health Issues - It is the Customer's responsibility to obtain any vaccinations or health precautions applicable to the the Russian Federation.

#### 13 Tour Guides

13.1 LLC «MIK» Tour Guides act as Company representatives who have the authority to make decisions in order to ensure that all trips and tours are successful. Tour Guides reserve the right to terminate this contract or cancel a Customer's participation in a trip if a Customer does not comply with provided guidelines, compromises the trip or endangers the safety of others.

#### 14 Publicity

14.1 LLC «MIK» may use images or videos of you taken during the course of the trip without recourse or compensation to you, for publicity or promotional purposes through whatever medium the company chooses.

#### 15 Notice

15.1 A notice by the Customer must be in writing, and may be delivered by hand, sent by prepaid mail, sent by facsimile or sent by electronic means such as e-mail to the address or number specified.

15.2 A notice is treated as given to LLC «MIK», when:

if hand delivered, when delivered;

if sent by prepaid mail, when received;

if sent by facsimile, when facsimile machine confirms transmission; or

if by e-mail, when the e-mail is sent.

#### 16 Complaints

16.1 If you have any complaint about your trip, you must make it known at the earliest opportunity to the Tour Guide, who will normally be able to take

appropriate action.

16.2 If at the end of the trip you feel your complaint has not been properly dealt with you must notify LLC «MIK» in writing within 14 days of the end of your trip.

#### 17 Governing Law

17.1 These Terms are governed by and are to be construed in accordance with the laws of the Russian Federation

17.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts and Tribunal

#### 18 Privacy

18.1 Any information LLC «MIK» obtains from the Customer or its representative is necessary for LLC «MIK» business purposes or providing the Customer with LLC «MIK» goods and services, and may be used in answering any queries the Customer may have; considering the Customer's application for credit or to become a Customer; performing internal administration and operations; developing, improving and marketing the LLC «MIK» products and services; and any directly related purposes.

18.2 LLC «MIK» will not disclose any personal information to any other party without the consent of the Customer except to the Suppliers, a related entity or adviser of LLC «MIK» or where LLC «MIK» is otherwise required by law to do so. The Customer may access the personal information on written request to LLC «MIK».

#### 19 Miscellaneous

19.1 LLC «MIK» failure to enforce any of these Conditions shall not be construed as a waiver of any of the LLC «MIK» rights.

19.2 If any Condition is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from the Conditions without affecting the enforceability of the remaining conditions.

Note: Specific programmes may have different Terms & Conditions which will be advised at the time of booking.