

# Terms and Conditions

By using this website, you agree with the following terms and conditions.

## **1. ACCESS TO THE WEBSITE**

TAHITI TOURS issues a login and a password to the user to access to this website. The user is fully in charge of keeping his login and password confidential and of every action or use made with his login and password.

Any use in breach of the present Terms and conditions observed by TAHITI TOURS may involve the cancellation of the login and password issued by TAHITI TOURS without notice.

## **2. PRICES**

Prices displayed on this website are net, in Euros, all taxes included...The services included in the price are detailed in each stay's description on this website. Prices displayed on this website have been set out according to prices in possession of TAHITI TOURS at the time of the reservation.

The prices contained in this website have been specifically negotiated by TAHITI TOURS. Prices do not include transfers or meals unless specified.

Prices are subject to change without notice. Some suppliers may impose conditions that vary from the conditions stated in this website.

## **3. SPECIAL OFFERS & PROMOTIONS**

Special offers and promotions may be displayed in this website. The user must read carefully the special conditions that apply to each promotion and are detailed in the promotions description in this website or communicated through emails.

All specific sales conditions of special offers are not controlled in this website. All quotations or bookings including special offers and rates must comply with the conditions that have been confirmed in separate emails and contracts. Our agents would amend any booking which would not fulfill specific supplier conditions and TAHITI TOURS would not be held liable for any mistake in the application of proper sales conditions and its possible financial consequences.

In order to book a promotion, you must mention the promotion code, indicated in this website or separate emails. Otherwise, bookings shall be cancelled or put on hold.

## **4. BOOKING ARRANGEMENTS**

The person confirming a booking shall be deemed to have accepted the Booking Conditions on behalf of all persons named in the booking. The contract will be governed by and subject to the Booking terms & conditions. No variation to the Booking Conditions shall be of any effect unless made in writing and with the authority of TAHITI TOURS.

## **5. TRAVEL AND ACCOMMODATION**

TAHITI TOURS is not itself a carrier or hotelier, nor do we own aircrafts or hotels. The flights, coach journeys, other travel and hotel accommodation comprised in your booking are provided by reputable carriers and hoteliers on their own conditions. It is important to note, therefore, that all bookings with TAHITI TOURS are subject to the terms and conditions of the relevant service providers some which limit or exclude liability in respect of death, personal injury and loss or damage to baggage.

## **6. CANCELLATIONS & MODIFICATIONS**

Cancellations and modification conditions vary upon suppliers, traveling date and other criteria.

Any change or modification to a booking done through this website shall respect the conditions that have been confirmed in separate emails and contracts.

## **7. OUR RESPONSIBILITY**

The standards of accommodation and other services contained in this website are based on various factors, which are generally accepted as indicative of a certain class. TAHITI TOURS does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those service providers in connection with your passengers' tour pursuant to a contract between them and your passengers and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbances, fire, floods, unusually severe weather, acts of God, acts of Government or any other authorities, accidents to or failure of machinery or equipment or industrial action.

## **8. MAPS AND PHOTOGRAPHS**

Maps are shown for general information and may not necessarily reflect actual routings or locations. Room and tour photographs and facilities displayed on this website are included as a guide only. The photographs may not necessarily reflect the actual room, tour or services featured on this website.

## **9. PAYMENT**

Without prior credit arrangements payment must be received into our office/account 30 days prior to travel. If travel arrangements are made within this time, then payment must be executed within 48 hours of confirmation of services. If payment is not received by the due date, TAHITI TOURS reserves the right to cancel the reservation without entering into further correspondence. For the security and time-saving benefits, TAHITI TOURS prefers to receive payment by funds transfer direct to our bank accounts. Payment by credit card (Visa, American Express and Mastercard) is also accepted, TAHITI TOURS will charge an additional 3% service fee for each credit card transaction.

## **10. INTERNET**

The rates provided in this website cannot be used for up-loading on any internet online-booking website without prior written authorization. TAHITI TOURS reserves the right to refuse any bookings at these rates which might be generated by unauthorized websites.

## **11. TRAVEL INSURANCE**

To cover cancellation conditions and other unforeseen circumstances, we strongly recommend travel insurance.

## **12. IMPORTANT NOTE**

Some tours require a minimum number of passengers to operate. If minimum numbers are not achieved, tours may be cancelled at short notice. Some suppliers also reserve the right to cancel departures for other reasons, some which may be affected by weather conditions. Please enquire at the time of booking for these special terms and conditions. Some tours and itineraries may also vary and attractions may be substituted due to seasonal conditions. TAHITI TOURS will not be held liable for a service variation, cancellation, delay or withdrawal, or a Supplier's failure to notify you.

## **13. JURISDICTION**

This Agreement is governed by the laws of French Polynesia and you agree to submit to the jurisdiction of the courts exercising jurisdiction in that country.

## **14. COPYRIGHT**

TAHITI TOURS and the Airlines, Hotels and Tour Operators retain all rights (including, but not limited to copyright and patent rights) with respect to all software and underlying information or material available through the TAHITI TOURS website. You may not download or otherwise export or re-export any software or underlying information or material available TAHITI TOURS, except with the permission of TAHITI TOURS and in full compliance with all laws and regulations applicable in French Polynesia. In particular, but without limitation, you may not download or otherwise export or re-export any software or underlying information or material available through TAHITI TOURS website except to the extent that such downloading occurs in the course of using the TAHITI TOURS website.

## **15. ACCEPTANCE**

By downloading any material or accessing any data, information or material using the TAHITI TOURS website, you agree to be bound by these terms and conditions.