



PACIFIC FOR LESS TERMS & CONDITIONS

Quotes

Quotes are estimates only, prepared in good faith and based on the conditions and availability at the time the quote was prepared. NO SPACE OR SERVICES ARE HELD until your booking is confirmed. Prices quoted are in U.S. Dollars and are based upon current fares, tariffs and exchange rates, and subject to adjustment without prior notification. We reserve the right to adjust the quote in the event of pricing errors.

Bookings

Bookings can be made by e-mail or the Pacific For Less (PFL) online booking form. Bookings are valid when accepted and confirmed by our office, via an official PFL Invoice (with an invoice number). Invoices will be e-mailed usually between 5 and 7 business days after the booking is submitted. If the invoice is not in accordance with your wishes, you must contact PFL within 48 hours. When the invoice is sent and approved, the booking is binding on both parties. PFL reserves the right to decline, to accept, or to retain any person as a member of a trip. The invoice includes all relevant information. The person who submits the booking and approves the invoice is also responsible for the acceptance of the PFL Terms and Conditions for all travel participants under this booking. Once full payment has been received, prices are guaranteed.

Payments and Travel Documents

A DEPOSIT 10% of the total amount of booking plus the cost of your international flights is due at the time PFL accepts your booking offer and confirms it. The booking is binding on both parties at this time. Final payment is due at least 45 days before departure. At this time PFL will charge you with the balance of the final payment. If a booking is made within six weeks of the travel date, the whole amount is due at this time. Travel Documents/Vouchers will be issued via email at this time. If PFL does not receive the final payment 4 weeks prior to the client's travel date, PFL has the right to step back from the travel contract, which will result in full cancellation fees for the client (see below).

Cancellation Fees

The client has the right to cancel his trip at any time. Cancellation has to be made in writing by e-mail, fax or mail. Unless otherwise indicated, the following cancellation fees will apply:

- ⌚ 36 days or more prior to departure 25% of total trip cost
- ⌚ 35 to 26 days prior to departure 35% of total trip cost
- ⌚ 25 to 15 days prior to departure 45% of total trip cost
- ⌚ 14 to 8 days prior to departure 70% of total trip cost
- ⌚ less than 8 days prior to departure 80% of total trip cost

Special cancellation fees apply for all cruise arrangements as well as certain exclusive Island Resorts.

Passports/Visas/Health Regulations

All passengers must have a valid passport. Visas are not included in your travel arrangement and will not be arranged by PFL. It is in the traveler's own interest to make himself/herself familiar with special visa or health requirements for his/her nationality. PFL does not take any responsibility for any circumstances in connection with Passport/Visa/Health requirements. It is solely the passenger's responsibility to ensure

that all documents needed are complete and current. As Visa and Health requirements are subject to change without notice, we recommend that the passenger verify existing foreign visa and health regulations prior to travel.

Modifications

PFL will not charge any service fees for modifications of your trip.

Responsibility Clause

Pacific for Less Inc. ("PFL"), a Hawaiian corporation located in Kihei, Hawaii, is the principal tour operator. PFL and its agents, servants and employees, are mere agents for the passenger for travel, whether by road, air, sea or by any mode of transportation or local conveyance. PFL assumes no liability for personal injury, stolen property, damage, loss, mishap, delay or irregularity incurred by any person or tour participant or arising out of the negligence of any direct or supplemental air carrier, hotel or other party engaged in conveying the passenger, providing documents/voucher/tickets, as well as rental cars, campers/vans, motorcycles or rendering any of these services or accommodations offered. PFL shall not be responsible for any injuries, death, damage, loss or delay in any means of transportation or by reason of any event beyond PFL's control such as a weather, strike, war, quarantine, pilferage, economic crisis, political or social unrest, labor problems, climatic aberrations, local law or police action, disease or any act of God. Any resulting loss or expense must be borne by the passenger.

Further Limitation of Liability

Under no circumstances shall PFL or its suppliers or resellers be liable to the passenger or any other person for any indirect, "Special," incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all commercial damages or losses. Even when not disclaimed, PFL shall not be liable for damages in excess of the amount(s) PFL receives from the passenger, even if PFL was informed of the possibility, or probability, of such damages. PFL shall not be liable to any claim by any third party.

Consumer Disclosure Notice

Any partial or full payment of an invoice shall constitute consent to all applicable terms and conditions. Reservations for tours and excursions are subject to the terms and conditions of the individual providers.

Activities

Passengers electing to take advantage of sporting equipment offered by hotels, cruises, yachts, and ships do so at their own risk. Additional payments for using these activities are not included in the rates unless otherwise specified.

Optional Tours

PFL may offer optional tours. These tours shall be subject to these terms and conditions. Any separate agreements relating to these tours including but not limited to any assumption of risk and/or release forms shall be integrated into and shall be governed by these terms and conditions.

Baggage

Owners bear all risk of loss, damage or theft to their baggage and personal belongings.

Airlines

The Airlines concerned and their agents and affiliations are not responsible for any act or omission when passengers are not on their aircraft. The issued airline ticket shall constitute the sole contract between the airline and purchaser and/or passenger.

Mandatory Arbitration / Forum / Choice of Law

You hereby agree that any and all disputes arising out of or relating to these Terms and Conditions 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 Hawaii. You agree that the arbitration shall take place in Kahului, Hawaii 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 you and Pacific For Less. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

You acknowledge and agree that this arbitration is your sole recourse and that you may not file a lawsuit against Pacific For Less. If you fail to submit your claim to arbitration and instead file a lawsuit, Pacific For Less 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. You agree that you shall not be entitled to join or consolidate claims or arbitrate any claim as a representative or class action.