

Terms of Use

This Website at www.brocktours.com (the "Website") is owned by Brock Tours and Travel, LTD dba BrockTours.com ("we", "us") and is provided for residents of the United States of America only. By registering and/or using this Website, You agree to the following terms, rules and regulations without limitation or qualification ("Terms and Conditions").

We may at any time revise these Terms and Conditions. You are bound by such revisions and should therefore periodically review these Terms and Conditions. Your use of this Website shall indicate your acceptance of these Terms and Conditions. If you do not agree to the Terms and Conditions, please do not use this Website.

1. Travel Information

- Our Website displays information about travel locations, airfares, travel agents locations, flight times and dates, tours, packages, insurance, cruises, transportation, foreign currency, schedules, travel companies and many other things.
- This information is supplied to us by third party providers; such are airlines, hotels and transportation suppliers ("Service Provider"). We have taken reasonable care to ensure it is correct and up to date; however we cannot check the accuracy of such information.
- Many of the services which made up your travel booking are provided by Service Providers. The Service Provider provides these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you.
- We accept no responsibility for information supplied to us by Service Providers. We recommend you confirm all information contained on or linked from our Website with the Service Provider.
- The details of the prices, packages, tours, flights and other information displayed on the Website are subject to change without notice. The travel products and services described on the Website are subject to availability.
- It should be noted that all documents issued to travelers are non – transferable. Such documents may include but are not limited to, airline tickets, hotel vouchers, tour vouchers, or any other document used to confirm an arrangement with a Service Provider. Such documents may also be subject to conditions such as, but not limited to, being non – refundable, non – date – changeable and subject to cancellation or amendment fees. It is your responsibility to familiarize yourself with these conditions.
- If for any reason, any Service Provider is unable to provide the services for which you have contracted, your remedy lies against that Service Provider, and not against us. In the event we received payment by Credit Card, you agree that you will not seek to chargeback or recover your payment or any other losses from us.
- You are responsible for obtaining all passports, visa and health information required.

2. Prices

Special conditions may apply to the prices set out on the Website. To determine such conditions, you must contact us or the relevant Service Provider. In addition to the prices set out in the

Website, you may be required to pay certain taxes, government fees and other charges payable on the room, tour or car rental.

Please be aware that all prices listed on this Website are for on-line queries only and may not be matched by any other corporately owned retail and corporate location FC USA Inc or any of its

subsidiaries or affiliates. Similarly, this Website will not match or beat any price of the same or similar booking from any corporately owned retail and corporate location of FC USA Inc.

3. Insurance

Many of the problems for which we cannot be held responsible for can be insured against. We highly recommend that you take out insurance to provide adequate cover for medical expenses, personal accident, loss of baggage and curtailment or cancellation of trip. Please note that there are exclusions to coverage of insurance. It is Your responsibility to be familiar with the insurance coverage purchased and ensure that the coverage meets your travel needs. Insurance has be purchased and paid for in full as soon as the booking is made to become fully effective.

4. Specials

"Specials" are available for a limited time. You must check with us whether a "special" displayed on our Website is still available. There may be particular terms and conditions that apply to "specials". You must contact us or the Service Provider of the "special" to determine whether any particular terms and conditions apply.

You must pay for "specials" booked by you and confirmed by us within 72 hours of booking confirmation, unless otherwise agreed by us in writing. Failure to pay for the "special" within this time may result in cancellation of the booking. We accept no responsibility for loss incurred due to cancellation in these circumstances.

5. Special Requests

Should you have any special requests, you must advise us at the time of the booking and clearly note it on booking. We will endeavor to pass any reasonable requests to the Service Provider; however, we regret that we cannot guarantee that your special request will be fulfilled. Failure to meet any special request does not signify a breach of contract on our part.

6. Suitability of Travel Products and Services

We do not represent that any travel products and services set out on our Website will be suitable for you. You release us from any claims in relation to the travel products and services described on our Website, including but not limited to claims that the travel products and services are not suitable. Service Providers are independent parties over which we have no control. The information and description given about the Service Providers and their products are based on our inquiries and are believed to be accurate, but we cannot guarantee in respect thereof.

7. Tickets and Timings

All reference to departure times on our Websites are for your guidance and are subject by amendment by the wholesalers and/or suppliers prior to actual booking. It isn't until full payment has been made and you are ticketed that the departure times are set. You must check your itinerary on each stage of the completion of the booking to ensure that you have the correct flight times. It is possible that changes that flight times will change even after tickets have been issued; in such cases you will be advised of prior to departure, provided the personal information you provided us is correct and up to date.

8. Intellectual Property

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Certain trademarks, service marks, business names, company names, logos, trade names and get up (trade dress) used on this Website are owned by us, the Service Providers or our licensors. You do not have any right or license to use them.

9. Linking

We may link our Website to other sites on the Web. These links are provided for your convenience only and we make no warranties or representations whatsoever regarding any other Website, which you may access through this Website. It does not mean that we have looked at these sites or that we have checked them out.

We are not responsible for the content of other websites, even if we link to them. We are not recommending these websites or their products or services to you. If you suffer any loss or damage from visiting another's website or using another's product or service, we are not liable.

10. Measurement of Usage

Your entry and usage of our site will provide us with demographic information that may be combined with site usage reports to profile users and their preferences in Website content and advertising. We use cookies to measure site usage and related information. We also keep track of your transaction from one page to the next by employing cookies.

Information is also gathered to measure the number of visitors to this Website and to each various page and section of the Website and details of searches performed. We also measure the usage of advertising banners and other related links.

11. Confidentiality

You can use this Website to communicate with us. This Website also includes a list of other ways to communicate with us. It is our policy not to accept information that is confidential or proprietary, other than travel arrangements and bookings. If you do not want to lose confidentiality in your material, do not submit it via this Website, email it or send it to us.

12. Your Use

You agree not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, frame, decompile or disassemble any aspect of our Website. You must use this site in a responsible and co-operative manner. Any breach of these Terms and Conditions by you may result in legal action taken by us against you.

You must not:

- make any fraudulent, speculative or false enquiries, bookings, reservations or requests using this Website;
- use another's name, ID or password without permission;
- use the Website while impersonating another person;
- post or transmit to or via the Website any unlawful, threatening, defamatory, libelous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;
- tamper with, hinder the operation of or make unauthorized modifications to the Website;
- delete data from the Website without our permission;

- knowingly transmit any virus or other disabling feature to the Website;
- breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in using this Website;
- frame this Website as part of another site or cache this Website for commercial benefit;
- attempt to do any of the above acts;
- Knowingly permit another person to do any of the above acts.

In addition, you will agree not to:

- access, copy, or monitor any information or content of this Website using robot, scraper, spider, or other methods of automation or manual processes for any purpose without our express written consent;
- violate the restrictions of any robot exclusionary header on this Website or bypass any other measures in deterring or limiting access;
- deep – link to or with any portion of the Website without our express written consent;
- Impose or attempt to impose a disproportionately large load on the Website infrastructure.

13. Your Warranties

You warrant that:

- you are of sufficient legal age to use this Website and create legal binding obligations for any liability you may incur as a result of using this Website;
- you are responsible (financially and otherwise) for all uses of this Website by you and those using this Website using your ID and password;
- the information you supply via the Website will be accurate and not misleading, deceptive or likely to be mislead or deceive;
- you agree to supervise all usage of this Website by minors under your name or account;
- you agree that the travel service reservations facilities of this Website shall be used only to make legitimate reservations or purchases for you or another person for whom you are legally authorized to act;
- You understand that overuse or abuse of the travel services reservation facilities of this Website may result in you being denied access to such facilities.

14. Indemnity

You indemnify us and our affiliates, officers, employees and agents against all losses, costs, damages, claims and expenses arising from:

- any breach of these Terms and Conditions by you;
- any act or omission by you or an officer, employee or agent of you;
- Any claim, action, demand or proceeding by a third party against us or our officers, employees or agents caused or contributed to by you or an employee or agent of you.

15. Disclaimer

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ALL SERVICE PROVIDERS, HOTELS, AIRLINE CARRIERS, ETC. PROVIDING TRAVEL AND OTHER SERVICES TO US, ARE INDEPENDENT CONTRACTORS, NOT OUR AFFILIATED OR AGENTS. WE ARE NOT LIABLE FOR THE ACTIONS, OMISSIONS, ERRORS, REPRESENTATIONS, WARRANTIES, NEGLIGENCE, BREACH OF CONTRACT, PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR ANY OTHER DAMAGES OR EXPENSES RESULTING FROM SERVICE PROVIDERS. WE HAVE NO LIABILITY AND WILL NOT REFUND DUE TO AN EVENT DUE TO DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE, TERRORISM, AND ANY OTHER CAUSES THAT IS BEYOND OUR DIRECT CONTROL. WE HAVE NO CONTROL AND ARE NOT RESPONSIBLE FOR ANY ADDITIONAL EXPENSES, DELAYS, OMISSIONS, RE-ROUTING, OR OF ACTS OF INTERFERENCE BY THE GOVERNMENT OR LEGAL AUTHORITIES.

16. Privacy

We will handle your personal information in accordance with the terms and conditions set out in our Privacy & Security Policy on this Website. We may disclose your personal information to Service Providers for the purpose of booking your travel.

17. Governing Law

To the maximum extent permitted by law, these Terms and Conditions and your use of the Website are governed by the laws of State of New Jersey. You hereby consent to the non-exclusive jurisdiction and venue courts in the State of New Jersey in all disputes arising out of or relating to the use of this Website and these Terms and Conditions.

18. Amendments

Except as otherwise specified, we may amend these Terms and Conditions at any time without notice to you by posting amended Terms and Conditions on our Website. The amended Terms and Conditions will take effect immediately when they are posted on our Website.

19. Termination

We may terminate Terms and Conditions, and any other agreement between us, immediately if you breach any of these Terms and Conditions.

20. Our Relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms and Conditions.

21. General

- If any of these Terms and Conditions is invalid or unenforceable, it will be struck out, and the remaining terms will remain in force.
- Headings are for reference purposes only.
- If we do not act in relation to a breach by you or others of these Terms and Conditions, this does not waive our right to act with respect to subsequent or similar breaches.
- In these Terms and Conditions, the term "Website" includes any email bulletins or other content that we provide to you via or initiated from this Website.
- These Terms and Conditions were last updated 26 January 2017.