

TOUR BOOKING TERMS AND CONDITIONS

Payment Options

We receive payments through 4 methods:

1. Electronic Funds Transfer – for local South African clients, make a payment directly from your bank account to ours.

2. International Bank Transfer – you request your bank to pay a set amount to our bank. Most of our tours are priced in South African Rand (ZAR), and we need to clear the amount in ZAR, as per your quote. Should there be a discrepancy, due to exchange rate fluctuations or bank fees during the payment processing period, the difference can be settled on arrival in ZAR cash (In the case of a shortfall, you can pay us the difference, or in the case of overpayment, we can refund you).

3. Exchange4Free – this online payment portal is very easy to use (we will instruct you how), and has the added advantage of low bank fees, as you are in effect only paying into a local account in your country. Payments from certain countries may take up to two weeks to clear, and some banks may not have an agreement with Exchange4Free, in which case you can use the other 2 options of an international bank transfer or PayFast. You can use a credit card to pay through Exchange4Free, but this will incur a 2.5% surcharge to cover the credit card fees. See <https://exchange4free.com>

4. PayFast – for credit card payments, you can also pay us via the easy and secure online payment portal, PayFast. However, we will need to add a 4.2% surcharge to cover the credit card fees. We will send you a payment link for you to respond to. See <https://www.payfast.co.za/>

Note: the payee is responsible for all bank charges.

Booking Terms and Conditions

Introduction

These terms constitute the entire agreement and understanding between you and Double Eagle Tours. Your booking, once accepted and confirmed in writing to you, represents a contract between all persons named on the booking form and Double Eagle Tours. In circumstances where Double Eagle Tours act as an agent for a tour operator, carrier or hotel, bookings will be subject to that tour operator's, carrier's or hotel's terms and conditions.

By Booking a Tour with Double Eagle Tours, you agree to be bound and accept all Terms and Conditions as listed below and agree that you have read and understood all such Terms and Conditions.

Please read our booking conditions before completing the Booking Form.





About Us

Company details. Double Eagle Tours (Pty) Ltd (registration number 2020/740496/07) (we and us or Double Eagle Tours) is a private company registered in South Africa and our registered office is at 23 Beech Road, Glen Anil, Durban North, 4051, South Africa. We operate the website www.doubleeagle.tours.

Contacting us. To contact us, telephone our customer service team at +27 83 670 1436 or e-mail info@doubleeagle.tours. How to give us formal notice of any matter under the Contract is set out herein.

How we may contact you. If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking form.

Our Contract with You

Our contract. These terms and conditions (Terms) apply to the booking by you and supply of the Tour by us to you (Contract). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

Making and Accepting a Booking

Making a booking. You must enquire about a Tour using our website or directly by email, once we receive your enquiry then we will send you an email with our booking form (Booking Form) and the Tour prices. Please complete the Booking Form and email it to us together with a copy of the biometric page of your passport and your travelling companion's passport. A booking is an offer by you to buy the services specified in the booking (Tour) subject to these Terms.

Tour extensions. If the Tour you are booking has an option to extend the Tour, then you must either complete the extension section in the Booking Form or you can email us to request the extension.

Private tours. We do offer Private Tours by prior arrangement where you will be assigned a dedicated Tour leader and as a vehicle for your party only at an additional fee. Please contact us directly to make enquiries on arranging a Private Tour, and to obtain pricing.

Acknowledging receipt of your booking. After you make a booking, you will receive an email from us acknowledging that we have received your Booking Form, but please note that this does not mean that your booking has been accepted. Our acceptance of your booking will take place as described herein.

Accepting your booking. Our acceptance of your booking takes place when we send an email to you to accept it (Booking Confirmation), at which point, and on which date the Contract between you and us will come into existence. The Contract will relate only to the Tour and any extension of the Tour confirmed in the Booking Confirmation.

Completed booking. For a booking to be completed, it requires the following:

- A completed Double Eagle Booking Form;
- 25% (twenty-five percent) per person deposit for both the main Tour and per extension 6 (six) months or more prior to departure date;
- 50% (fifty percent) per person deposit for both the main Tour and per extension 3 (three) to 6 (six) months prior to departure date;
- 75% (seventy-five percent) per person deposit for both the main Tour and per extension 1 (one) to 3 (three) months prior to departure date;



- Full payment (100%) is required if your booking is made sooner than 1 (one) month before the start of the Tour.

If we cannot accept your booking. If we are unable to accept your booking for any reason, we will inform you of this by email and we will not process your booking. If you have already partly or fully paid for the Tour, we will refund you the amount that you paid.

Fitness to travel. We strive to give all our customers full care and attention, but we do need to know at the time of booking if there are any special needs or requirements. It is particularly important that we are advised of any disabilities and also if you intend to bring any specialist equipment such as a wheelchair with you. If you have suffered from a serious medical condition recently, then you should consult with your Doctor about your fitness to travel. Please note some tours/events involve a moderate to high amount of walking, therefore we ask customers to check with us in advance if they feel this may be an issue.

Booking Cancellation and Refund

You may cancel the Contract if you notify us as set out herein.

To cancel the Contract, you must email us at info@doubleeagle.tours or write to us at 23 Beech Road, Glen Anil, Durban North, KwaZulu-Natal, South Africa, 4051. Please include details of your booking to help us to identify it. Your cancellation is effective from the date you send us the email. For example, you will have given us notice in time if you email us before midnight on that day.

If you cancel the Contract, we will refund you in full for the price you paid for the Tour, less any deductions as set out herein by the method you used for payment if possible.

During pandemic times only, we may deduct from any refund an amount for the booking for the period up to the time when you gave notice of cancellation, as follows:

- 1 – 3 (one to three) months prior to departure date:
 - 25% (twenty-five percent) of the Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.
- 15 (fifteen) days – 1 (one) month prior to departure date:
 - 50% (fifty percent) of the Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.
- 0 – 14 (zero to fourteen) days prior to departure date:
 - 75% (seventy-five percent) of the Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.

Between confirmation and 30 days prior to arrival: **100% (one hundred percent) refund** of monies received or credit to the value of money received for postponed / future travel.

From 30 days prior to arrival: Cancellation fee will be charged as per above; the outstanding amount will either be refunded or held as credit for future travel.

These revised cancellation terms only apply to pandemic related reasons for cancellation, these include:

- The World Health Organisation (WHO) has not revised the Pandemic status;
- The government in the guest's country of residence restricts all but essential travel;
- The destinations the guest is travelling to are under official government sanctioned lockdown that prohibits guest from traveling;



- If some but not all of the destinations are impacted the guest will be offered the option to re-route into other destinations, refunded or held as a credit according to the revised policy;
- The destinations have no formal lock-down but have closed their border either to international travellers or to travellers from the guest's country of residence;
- International flights are cancelled with no alternative routing available for guest to use to reach the destinations in the itinerary.

In the instance that the reason for cancellation provided is not listed above, then the standard cancellation clause applies.

During non-pandemic times, we may deduct from any refund an amount for the booking for the period up to the time when you gave notice of cancellation, as follows:

- 6 (six) months or more prior to departure date:
 - 25% (twenty-five percent) of the Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.
- 3 – 6 (three to six) months prior to departure date:
 - 50% (fifty percent) of the Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.
- 1 – 3 (one to three) months prior to departure date:
 - 75% (seventy-five percent) of the Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.
- 0 – 1 (one) month prior to departure date:
 - Full Tour Prices are due and payable even if you have not yet paid in full.
 - The cost of any issued domestic flight tickets.

We will however try our utmost to refund you as much of the remaining amounts as possible, however, this will be dependent on service provider's policies, this will exclude group bookings, and an administration fee of 15% (fifteen percent) will be applied.

In the event of serious injury or disability to yourself, or a death in your immediate family, we would be willing to refund all costs, except those that cannot be reclaimed from other third-party service providers. An administration fee of 15% (fifteen percent) will be applied.

No refunds will be considered for any unutilized services on the Tour (this includes accommodation, meals, flights and Tour excursions).

If you cancel the Tour, then:

We will accept a booking by another person or persons to replace you, if any direct additional costs (e.g. reissuing of domestic flight tickets) are covered by you. No cancellation charges will then become applicable.

If you wish to transfer your booking to another Double Eagle Tours Tour, this will be considered as a cancellation and rebooking, and the cancellation fees will apply unless a replacement is found for your original booking by you or us. However, a 10% (ten percent) discount will be applied to your new booking.

We have the right to cancel the Tour or Tour extension for which there are insufficient reservations, 1 (one) month before the departure date for the Tour. If we cancel the entire Tour because of insufficient reservations, all deposits and other payments will be refunded to you by us in full. An alternative to cancelling the Tour will be to charge a small group supplement. If a small group supplement is charged, and you do not want to pay it, then you may cancel or transfer your booking to another Tour without



incurring any cancellation penalties if you notify us in writing no later than 7 (seven) days after receiving our notice of a small group supplement charge.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- We will contact you as soon as reasonably possible to notify you; and
- Our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for the Tour with you after the Event Outside Our Control is over.

You may cancel the Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the services for the Tour up to the date of the occurrence of the Event Outside Our Control.

The Tour

Descriptions and illustrations. Any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the Tour described in them. They will not form part of the Contract or have any contractual force.

Itinerary. We will email you the itinerary for the Tour, before or after we email you the Booking Confirmation. The itinerary will specify the services which are included and excluded from the Tour (Itinerary).

Compliance with itinerary. Subject to our right to amend the Itinerary we will supply the Tour to you in accordance with the Itinerary for the Tour appearing on the Itinerary that we send you in all material respects.

Changes to Itinerary. We reserve the right to amend the Itinerary of the Tour if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Tour, and we will notify you in advance of any such event, any alteration in the Itinerary. Any changes to the Itinerary will not give you the right to cancel the Contract, without us deducting the amounts.

Tour materials.

- We will send you a checklist of information that you need for the Tour approximately 2 (two) months before the scheduled start date of the Tour, this includes but is not limited to information concerning your passport, visa and health requirements, emergency contact details, as well as details of climate, what to bring, recommended reading etc.
- If you notify us in writing at least 7 (seven) days before the start of the Tour, then we can send you a bird and mammal checklist. We will give you a bound daily checklist on the first day of the Tour or we will email it to you before the start of the Tour.

Tour leaders. We may substitute the Tour leader or leaders whose names appear on the Itinerary for other Tour leaders.



Tour size.

- The maximum group size for a Tour is 14 (fourteen) guests.
- The minimum group size for a Tour is 2 (two) people. We may make an exception to the policy of a minimum of 2 (two) people and accept 1 (one) person, but this is at the sole discretion of Double Eagle Tours and will carry an additional charge for your account.

Tour vehicles. When driving, and subject to availability, the vehicles used for all Tours will be subject to group size. For tours of 2 to 4 people, a luxury double-cab bakkie/pick-up truck or SUV will be used. For tours of 5 to 8 people, a luxury commercial people-mover will be used.

- Should you or your party require a larger vehicle, the additional expense for the hire of such vehicle will be for your own account;
- Should you or your party require an open vehicle, the additional expense for the hire of such vehicle will be for your own account.
- Double Eagle Tours reserves the right to choose a make and model of vehicle for your Tour as they deem fit.

Removal from the Tour. We reserve the right, under extreme circumstances, to remove you from the Tour on recommendation from the Tour leader. If we remove you from the Tour, then we will not make any refund or be liable for any losses or additional costs incurred by you as a result. If we remove you from the Tour and you have booked any other tours/events, then we will cancel your other tours/events on the terms set out.

Reasonable care and skill. We warrant to you that the Tour will be provided using reasonable care and skill. Double Eagle Tours, their affiliates and Tour leaders cannot be held liable and take no responsibility for any loss, damage, accidents, sickness, death, injury or schedule changes. It is your responsibility to arrange insurance for such events. All those booked with Double Eagle Tours accept full and sole risk of any and all such incidents.

Time for performance. We will use all reasonable endeavours to meet any performance dates specified in the Booking Confirmation, but any such dates are estimates only and failure to perform the Tour by such dates will not give you the right to cancel the Contract, without us deducting the respective amounts.

Pick-up and drop-off points and times. Please note that on the date of collection, departure, and drop-off, timings are subject to change. Should you need to change your pick-up or drop-off point, please notify us 1 (one) day prior. Please be on time as we cannot be held responsible or liable for any loss or expense suffered as a result. We are willing to drop-off at alternative convenient locations once the Tour is completed, and your Tour leader will be happy to advise you on directions accordingly.

Your Obligations

It is your responsibility to ensure that:

- The terms of your booking are complete and accurate;
- You co-operate with us in all matters relating to the Tour;
- You provide us with such information and materials we may reasonably require to supply the Tour, and ensure that such information is complete and accurate in all material respects;
- You obtain and maintain all necessary international flight tickets, passports, visas, permissions and consents which may be required for the Tour before the date on which the Tour is to start;
- You comply with all applicable laws, including health and safety laws;
- You obtain the necessary travel insurance prior to departure.

If our ability to perform the Tour for you is prevented or delayed by any failure by you to fulfil any obligation listed (Your Default):

- We will be entitled to terminate the contract;
- We will not be responsible for any costs or losses you Double Eagle or incur arising directly or indirectly from our failure or delay performing the Tour; and



- It will be your responsibility to reimburse us on written demand for any costs or losses we Double Eagle or incur arising directly or indirectly from Your Default.

Tour Prices

General

- In consideration of us providing the Tour you must pay our Tour prices (Tour Prices) in accordance with these terms;
- The Tour Prices are the prices quoted on our website at the time you submit your booking, and as detailed in our email to you. If there is a conflict between the Tour Prices quoted on the website and in the email, then the Tour Prices in the email we sent you shall prevail;
- We use our best efforts to ensure that the prices stated for the Tour are correct at the time when the relevant information was entered into the system. However, please see clause (e) for what happens if we discover an error in the price of the Tour you booked;
- Our Tour Prices are exclusive of VAT. Where VAT is payable in respect of some or all of the Tour you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Tour Prices;
- It is always possible that, despite our best efforts, the Tour on our website may be incorrectly priced. If the correct price for the Tour is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Tour at the correct price or cancelling your booking. We will not process your booking until we have your instructions. If we are unable to contact you using the contact details you provided during the booking process, we will treat the booking as cancelled and notify you in writing. However, if we mistakenly accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your booking and refund you any sums you have paid.

Currency fluctuations. We have the right to increase the Tour Prices by notifying you in writing at any time before we issue our invoice to you if the Tour costs increase because of foreign exchange rate fluctuation between the local currency of the country where the Tour takes place and the U.S. dollar. If we must increase the Tour Prices by more than 10% of the Tour Prices quoted on our website, then you have the right to cancel or transfer your booking to another Tour. If you choose to cancel the Tour then we will refund you in full for the price you paid for the Tour, and we will not deduct any amounts if you notify us no later than 7 (seven) days after receipt of our notice to you of the increase in the Tour Prices.

Domestic flights. We will book and buy airline tickets for your domestic flights for the Tour (if domestic flights are required). The costs for the domestic flights are set out in the email to you, and must be paid together with your payment. The costs for the domestic flights are not part of the Tour fees and are subject to changes and re-scheduling beyond our control. Any price difference in the actual cost of the domestic flights at the time we buy the airline ticket will be at your expense. Should there be any price difference in the actual cost of the domestic flights, we will add or deduct the difference to the Tour Prices in your invoice or issue a separate invoice to you if the Tour Prices have been paid in full.

Additional Tour Prices. We have the right to claim from you any extra costs incurred by us for domestic flights booked on your behalf or any additional Tour expenses incurred by us for you during the Tour caused by any act or event beyond our reasonable control (including but not limited to, extra domestic flight costs, our suppliers or business partners increasing the costs of goods or services included in the Tour or additional accommodation resulting from logistical delays caused by weather conditions, damaged roads or any other infrastructure, mechanical defects, violence, wars or cancellation of scheduled flights by the carrier).



Single Supplements

- The single supplement as detailed in the Itinerary will be charged if you want single accommodation. This single supplement is based on the estimated actual cost of a single room for the duration of the Tour. Sometimes single rooms are of inferior quality to double rooms and we take this into account when we calculate the single supplement charge.
- If we cannot provide you with a rooming partner although you choose to share, the single supplement will become applicable. We will make all reasonable efforts to ensure that a rooming partner is found if you want to share. Rooming partners will be allocated in order of booking unless a participant requests a specific rooming partner who has not been matched. If your allocated rooming partner cancels before the start of the Tour, the single room supplement will become applicable to you unless we find another rooming partner for you. If you choose to share a room and, during the Tour, you or your rooming partner decide to no longer share a room, and any additional costs incurred will be shared equally between you and your rooming partner.
- Sometimes single rooms are not available, and you will have to share a room. This may be detailed in the Itinerary (e.g. where the entire group all share a dormitory-style room or rooms, or when we need to use a lodge that doesn't have enough rooms to service the entire group) and we will then calculate the single supplement to exclude any additional costs for these nights. If single rooms are not available due to room limitations at certain hotels, then the single supplement for that part of the Tour will be refunded to you within a reasonable time after the Tour has finished.

Changes to the Itinerary. If we change the Itinerary, and we downgrade the hotels or other services which was included in the original Itinerary, then we refund you the difference in cost between the hotel or service as per the original Itinerary and the hotel or service in the amended Itinerary.

How to Pay

Payment for the Tour is in advance, and must be paid as follows:

- If we receive your Booking Form, earlier than 3 (three) months before the start of the Tour then you must pay the full amount set out in the email that we sent you when you send us your Booking Form.
- If we receive your Booking Form, more than 3 (three) months before the start of the Tour then you must pay:
 - the amounts set out in the email that we sent you when you send us your Booking Form; and
 - the balance no later than 7 days after receipt of an invoice from us.

You can pay for the Tour using an electronic funds transfer either through your bank or with either **Exchange4Free** (<https://exchange4free.com>) or **PayFast** (<https://www.payfast.co.za/>), or by credit card or debit card payment through **PayFast** (we will need to add a 4.2% surcharge to cover the card transaction fees).

We will send you an electronic invoice showing the amounts paid and due for payment.

You must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding of fees.

How We May Use Your Personal Information

We will use any personal information you provide to us to:

- Provide the Tour; and
- Process your payment for the Tour.



Further details of how we will process personal information are set out in our privacy policy <https://www.doubleeagle.tours/privacy-policy>.

Limitation of Liability

YOUR ATTENTION IS DRAWN TO THIS CLAUSE IN PARTICULAR

Nothing in the Contract limits or excludes our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- Fraud or fraudulent misrepresentation; or
- Any liability which cannot be limited or excluded by applicable law.

Subject to the above, we will not be liable to you, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- Loss of profits;
- Loss of sales or business;
- Loss of agreements or contracts; and
- Any indirect or consequential loss.

Subject to the above, our total liability to you arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total Tour Prices paid under the Contract.

Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Tour. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

This clause will survive termination of the Contract.

Communications Between Us

When "in writing" is referred to in these Terms, this includes email.

Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by registered post or other next working day delivery service, or email.

A notice or other communication is deemed to have been received:

If delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address; or if sent by email, at 09H00 the next working day after transmission.

In proving the service of any notice, it will be enough to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.



Complaints

In the unlikely event that a problem arises or you are dissatisfied with the Tour, please inform the Tour leader immediately. If the leader is unable to resolve the problem to your satisfaction, please inform us during the Tour, or in writing, no later than 1 (one) month after the Tour has finished. Please address any complaints via email to info@doubleeagle.tours or in writing to Double Eagle Tours, 23 Beech Road, Glen Anil, Durban North, KwaZulu-Natal, South Africa, 4051.

Termination

Without limiting any of our other rights, we may terminate the Contract with immediate effect by giving written notice to you if:

- You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- You are removed from the Tour under the above terms.
- You fail to pay any amount due under the Contract on the due date for payment;

Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

General

Assignment and transfer.

- We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing if this happens.
- You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

Governing law and jurisdiction.

- This Contract and any non-contractual obligations arising out of or in connection with it are governed by South African law.
- Double Eagle Tours and you hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, Durban (or any successor to



that division) in regard to a dispute relating to the existence, validity or termination of this Contract or any non-contractual obligation arising out of or in connection with this Contract (a "Dispute").

- Double Eagle Tours and you agree that the courts of South Africa are the most appropriate and convenient courts to settle a Dispute and accordingly no party will argue to the contrary.



DOUBLE EAGLE
GOLF | BIRDING | WILDLIFE | PHOTOGRAPHY

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