

# BOOKING TERMS AND CONDITIONS

**These are the Terms and Conditions which will apply to your booking. Please read them carefully as you will be bound by them.**

**These Terms and Conditions govern the relationship between you and The Boat Operator “the Company”. By booking a trip, you agree to be bound by these Terms and Conditions that outline, among other things, the cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.**

## 1. THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a contract between the Company and the Client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices. The Company or their agents reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereafter referred to as the “Client”. All bookings are made with the Company, which sells the tours described in this brochure and or through its “Agents” who sell the Company’s tours through an agreement with the Company. An Independent Trip is defined as booking anything included in the Independent and Tailor Made brochure. These Terms and Conditions shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The service to be provided is/are the tour(s) referred to in the booking confirmation.

**Conditions of Carriage:** All persons wishing to make a booking including any carriage by sea have carefully read and understand these Terms and Conditions, and the Expedition Ticket/Conditions of Carriage. Carriage by road or by sea is subject to the Carrier’s conditions of carriage that are available on request and are expressly incorporated into this contract.

## 2. MEDICAL FORM

All Clients are obligated to review and acknowledge the Medical Information form, as it relates to their trip. Clients are asked to review the form, and be familiar with it. Any questions in relation to the Clients physical or mental suitability for a trip must be reviewed by their medical practitioner for approval. The Company cannot offer advice of a medical nature. Those Clients with pre-existing medical conditions as defined on the Medical Form, must return a signed form to the Company with final payment as specified in Section 7. The Client must complete the medical form honestly, accurately and disclose all medical history and information. The Company will review the information submitted, and keep the information in accordance with the published Privacy Policy. The Company reserve the right to challenge any information submitted, ask for further information or clarity on certain points. In the event there is a dispute between the Company and the Client in regard to the Clients' physical or mental suitability for a trip, the matter will be referred to a medical professional at the Clients expense. The Company reserves the right to deny any Client on reasonable medical grounds. In the event the Client has made a booking with the Company and subsequently is unable to complete the required medical form for any reason by the final payment schedule specified in Section 7, the Company reserves the right to treat the booking as cancelled, and applicable cancellation fees apply.

## 3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will have full cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

**Traveling with Children:** The minimum age for Clients traveling on tours is 12 (for Family designated tours, the minimum age is 5). An adult over the age of 18 must accompany every 2 children under the age of 18. The ratio of adults to children traveling together must be one adult per two children and two adults per four children (17 and under). All enquiries with respect to children are subject to review and approval by the Company that reserves the right to restrict the number of travelers under the age of 18 on tours. If the adult accompanying the child is not

the child's parent or parents are divorced, then a "Parental Consent Guardianship Form" must be signed (or other documents provided as requested by the Company) by the parent or legal guardian and received by the Company prior to departure. For more information: [http://www.voyage.gc.ca/faq/children-travel\\_enfants-voyage-eng.asp](http://www.voyage.gc.ca/faq/children-travel_enfants-voyage-eng.asp)

**Traveling with Children on Expedition Trips:** The Company is unable to accommodate children under-12 years of age and reserves the right to restrict the number of those under 18 years of age aboard the vessel. An adult over the age of 21 must accompany every two children under the age of 18. The ratio of adults to children traveling together must be one adult per two children and two adults per four children (17 and under). If the adult accompanying a child is not the child's parent, a "Parental Consent Guardianship Form" (or other documents provided as requested by the Company) must be signed by the parent or legal guardian and received by the Company prior to sailing. For more information: [http://www.voyage.gc.ca/faq/children-travel\\_enfants-voyage-eng.asp](http://www.voyage.gc.ca/faq/children-travel_enfants-voyage-eng.asp)

**Family Tour Requirements:** In order to book any trips designated on the Company website, in relevant brochures, or otherwise indicated by the Company to be a "Family Tour", Clients must be travelling as part of a "family unit". For the purposes of this section, a "family unit" shall consist of a group of two or more individuals, travelling and booking together, where at least one such individual is a child in the care of at least one of the accompanying adults. One child may accompany one or more adults for the purposes of being considered a "Family Unit". If the consent of a parent or any other person is required by applicable law, judgment, or decree for such child to travel, the accompanying adult is responsible for securing all such proper consent and ensuring that they and the child meet all legal requirements to travel on the applicable Family Trip and to enter into and depart from applicable countries and regions. The Company will not be responsible for any fees, damages, or losses incurred as a result of any failure on the part of a Client to secure such necessary consents, permits, and approvals. The Company reserves the right to cancel the booking of any Clients travelling or purporting to travel on a Family Tour who, in its sole discretion, do not properly constitute a family unit or otherwise do not meet the requirements of participation in a Family Tour.

## 4. CURRENCY

The Company sells in seven global currencies: Great British Pound (GBP£), Euro (EUR€), United States Dollar (USD\$), Canadian Dollar (CAD\$), Australian Dollar (AUD\$), Swiss Francs (CHF) and New Zealand Dollar (NZD\$). The currency applied to the Clients booking will be determined by the booking location of the Client, and the matching currency. The Company reserves the right, however, to apply the currency of their choosing to the booking.

## 5. QUOTE FEES AND ADMINISTRATIVE FEES

Quotes provided for the Independent and Tailor Made product line are subject to a non-refundable administrative Quote Fee of GBP£15, EUR€25, USD\$25, CAD\$25, AUD\$25, CHF25

or NZD\$25. Should the booking be confirmed, this amount will be deducted off the final payment amount. Some quotes may be exempt from the Quote Fee, and if this is the case, will be outlined at time of quote. The Company also reserves the right to apply other Administrative Fees of GBP£25, EUR€50, USD\$50, CAD\$50, AUD\$50, CHF50 or NZD\$50 at its discretion.

## 6. DEPOSITS

**(a) Tours and Independent Tours:** At time of booking a non-refundable deposit of *GBP£100, EUR€250, USD\$250, CAD\$250, AUD\$250, CHF250* or *NZD\$250* per person per tour is due. If booking is made 60 days or less prior to departure, full payment is due. The non-refundable deposit and medical form, if applicable, should be sent to the Company or its Agent. Tailor Made tours may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice. If combinations of Tours, Independent Tours and Tailor Made tours are booked, the most restrictive requirements will apply to the whole booking.

**(b) Expedition Trips:** At time of booking a non-refundable deposit of *GBP£400, EUR€500, USD\$750, CAD\$750, AUD\$750, or NZD\$750* per person per tour is due. If booking is made 90 days or less prior to departure, full payment is due. The non-refundable deposit and medical form should be sent to the Company or its Agent.

**(c) Lifetime Deposits:** Should the Client cancel their booking, the deposit amount as defined in 6(a) or 6(b) above, will be held as a 'Lifetime Deposit' with the Company, subject to the full extent of these terms and conditions. This Lifetime Deposit has no expiry and may be used as a deposit on one future Company tour. Any specific permit costs above the deposit amount are subject to different terms and conditions as applied by the Company. The Lifetime Deposit has no cash value. Only one Lifetime Deposit may be applied per tour. All Lifetime Deposits must be applied to a new tour that is of equal or greater value than the cancelled tour. A booking may not be cancelled, and have the Lifetime Deposit applied to the same or similar dates of travel or a tour at a price lower than the cancelled tour. The Lifetime Deposit may be transferred or gifted to another Client.

## 7. FINAL PAYMENT SCHEDULE/ACCEPTANCE OF BOOKING/CLIENT DETAILS

### **Tours and Tailor Made Tours:**

**(a) Final Payment:** The Company must confirm acceptance of the Client's booking in writing. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date of the first service booked. If full payment is not received by the due date, then rates and tour space cannot be guaranteed. If a booking is made 60 days or less before the departure date of

the first service booked then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed the Company reserves the right to treat the Client's booking as cancelled. Tailor Made Trips may require a higher deposit or full payment at the time of booking. If full payment is different to that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice. If combinations of Tours, Independent Tours and Tailor Made Tours are booked, the most restrictive requirements will apply to the whole booking.

**(b) Client Details:** In order for the Company to confirm and guarantee the Client's travel arrangements the Client must provide all Client Details with their final payment as per the schedule specified in Section 7(a). If the Client does not provide all details 60 days or more before departure, an Administrative Fee will be charged to the Client. In the event where client details have not been received by the Company 30 days prior to the Client's trip departure, the Company reserves the right to treat the file as cancelled and full cancellation fees will apply. Client Details required will vary tour by tour, and will be advised during the booking process. However, at a minimum Client Details include passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are traveling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company). A booking may not be confirmed without provision of Client Details.

**(c) Credit Card Charges:** The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost.

### **Expedition Trips**

**(d) Final Payment:** The Company must confirm acceptance of the Clients booking in writing. Please refer to the confirmation invoice for details regarding final payment. Payment of the balance of the tour price is due 90 days before the departure date of the first service booked. If a booking is made 90 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed the Company reserves the right to treat the Client's booking as cancelled.

**(e) Client Details:** In order for the Company to confirm and guarantee the Clients travel arrangements the Client must provide all Client Details with their final payment as per the schedule specified in Section 7(d). If the Client does not provide all Client Details within 90 days before departure, an Administrative Fee will be charged to the Client. In the event where Client Details have not been received by the Company 30 days prior to the Clients trip departure, the Company reserves the right to treat the file as canceled and full cancellation fees will apply. Client Details include passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are traveling

with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company). A booking may not be confirmed without provision of Client Details.

**(f) Credit Card Charges:** The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost.

**(g) Repositioning Cruises:** At its discretion the Company may offer reduced pricing on designated 'Repositioning' cruises. The Client acknowledges the schedule of repositioning cruises are subject to weather, technical, mechanical, and human interaction. This means even the best-laid plans may need to be adjusted from time-to-time. The Company reserves the right to delay published departure date by 24 hours and/or published arrival date by 24 hours. The Company strongly suggests connecting flights and reservations be made to accommodate flexibility. Should the departure and/or arrival times or dates be adjusted to by up to 24 hours the Company is not liable for any costs directly, or indirectly incurred by the client as a result of such changes.

## 9. CANCELLATION OF A TOUR BY THE CLIENT

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.

**(a) Cancellation for Tours and Independent Tours:** The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

- i) Cancellation 60 days or more before departure: Lifetime Deposit held by the Company.
- ii) Cancellation 59-30 days before departure: 50% of cost of services booked, Lifetime Deposit held by the Company.
- iii) Cancellation less than 30 days before departure: 100% of cost of services booked, Lifetime Deposit held by the Company.

Tailor Made trips may vary in cancellation policy from that detailed in this clause, and will be detailed at time of booking.

**(b) Cancellation for Expedition Trips:** The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

- i) Cancellation 90 days or more before departure: Lifetime Deposit held by the Company
- ii) Cancellation 89-60 days before departure: 50% of the cost of services booked, Lifetime Deposit held by the Company
- iii) Cancellation less than 60 days before departure: 100% of cost of services booked, Lifetime Deposit held by the Company.

**(c) Cancellation of Arrival Transfers, Pre and/or Post Night Accommodations and My Own Room:** The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

- i) Cancellation 31 days or more before departure: 0% of cost of services booked. Full refund of services back to Client
- ii) Cancellation 30 days or less before departure: 100% of cost of services booked.

## 10. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 60 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control (excluding Expedition Trips – refer to Conditions of Carriage).

When a tour is cancelled by the Company before the agreed date of departure for any reason other than the fault of the Client. The Client can either:

- (i) take a substitute tour of equivalent or superior quality if the Company is able to offer such a substitute; or
- (ii) take a substitute tour of lower quality if the Company is able to offer one and to recover from the Company the difference in price between the price of the tour originally purchased and that of the substitute tour; or
- (iii) to have a full refund of all monies paid under the contract as soon as possible.

The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, nonrefundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price.

Where after departure a significant element of the trip contracted for cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour portions.

Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Company's control, the Company will in some circumstances offer compensation. Significant alterations do not include the substitution of a vessel, modification of itineraries, change in cabin category or hotel accommodation provided it is of the same category.

## 11. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

## 12. PRICES AND SURCHARGES

The price of the tours published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of their tours including the costs of any other service provided by the Company at the time of making their booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 30 days before the departure date stipulated. After a Confirmation Invoice has been issued any increase to the tour price will be as the result of changes in an increase in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, including any currency fluctuations. If the increase would be 2% or less of the holiday price the Company will absorb the changes in its costs of providing the tour. However if the increase is more than 2% the Company will pass this increase on to the Client.

Where the increase in price is more than 10% of the Clients holiday price then in these circumstances the Clients may either:

- (i) withdraw from the contract without incurring any penalty; or
- (ii) accept the change of price.

## 13. BROCHURE VALIDITY

The prices in this brochure are based on rates and costs in effect at time of printing the brochure. All dates, itineraries and prices are indicative only.

## 14. FLEXIBILITY

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

# 15. CHANGES

**(a) Changes made by the Company:** While the Company will endeavor to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is sufficient time before departure. The definition of a major change is deemed to be a change affecting at least one in three full tour days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on tour as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Tour Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

Where the Company has to make a major change to the Client's holiday before departure in these circumstances the Company will notify the Client as quickly as possible so that the Client can take the decision:

- (i) whether to withdraw from the contact without penalty; or
- (ii) to accept the change and proceed with the holiday.

In these circumstances the Company will pay compensation to the Client as detailed in the table below. The amount payable by the company will be on the scales based on how many days before departure the Company tells the Client of a major change

Period before departure when a major change is notified	Compensation payable per person
More than 56 days	0
55-29 days	£20
28- 15 days	£30
14-8 days	£40
7-0 days	£50

**(b) Alteration of a Cruise by the Company:** Arrangements for the Cruise are made many months in advance by the Company. Occasionally it may be necessary on commercial, operational or any other grounds to make alterations to the Cruise and the Company reserves the right to do so at any time. In the event of significant alteration to an

**essential term of the Cruise or Package the Company will inform the Client or his travel agent of any cancellation or change of itinerary in writing as soon as reasonably possible in these circumstances the Client will be offered the choice of:**

**The Client must notify the Company of their decision in writing or via their travel agent within 7 days of receiving the notification of alteration. The Company will not be liable for indirect and or consequential losses.**

**(c) Changes made by the Client:** A transfer from one tour to another can only be made more than 60 days, (90 days for Expedition Trips) before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, (120 days for Expedition Trips) before departure will not be accepted. In this case the Client must cancel the booking and then re-book on another tour. The Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply. The Client may apply to have the name of the reservation altered by the Company more than 60 days, (90 days for Expedition Trips) prior to departure. Name changes cannot be made 60 days (90 days for Expedition Trips) or less before departure. Any name changes are subject to Company approval and applicable Administrative Fees.

**(d) Other Changes:** Any changes to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an Administrative Fee. No changes are permitted to your booking within 10 days of departure.

## 16. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording:

*"I understand traveling with The Boat Operator may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the The Boat Operator Trip Details for this trip I am undertaking and have provided details of any pre-existing medical conditions I may have to The Boat Operator representatives. I accept these risks and obligations and I fully assume the risks of travel.*

*Optional Activities*

*I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand The Boat Operator makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand The Boat Operator is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities.”*

Hotels, shuttle services or other elements of a Package or Cruise will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where excursions take place are often lower than comparable standards in the UK. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. In the event of a complaint by a Client, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied, even if the laws of England and Wales have not been met.

Neither the Company nor the Carrier is liable for independent contractors. The Vessel carries onboard service providers who operate as independent contractors. Their services and products are charged as extras. Neither the Company nor the Carrier is responsible for their performance or products. These contractors may include doctor, medical personnel, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, spa personnel, beauticians, internet/I.T. personnel or other instructional concessionaires, art or other auctioneers, shopkeepers and others providing services. The limitations referred to in clause 25 below shall apply to all independent contractors. These contractors work directly for the Client when performing their services. Neither the Company nor the Carrier is responsible for any such person's acts or omissions in providing goods or services to the Client.

The independent contractors including Shore Excursion providers do not at any time act as agents or representatives of the Company or the Carrier. Neither the Company nor the Carrier owns or controls any such independent contractors, makes no representation of any kind as to their performance and does not undertake to supervise their activities. Any Guest using such services or activities shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the guest or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. Neither the Company nor the Carrier shall be or become liable or responsible in any way for any act or omission of any such provider pertaining to, or arising from or in connection with such services or activities.

Shore Excursions do not form any part of the Contract. Shore Excursions may be reserved after a Cruise has been booked. Any Shore Excursions booked will be supplied by local operators. The Company will endeavor to appoint reputable and competent local operators who apply the local laws and regulations of the relevant country. Shore Excursion operators are not the Company's servants, agents or suppliers. The Company is not responsible and will have no liability whatsoever for any acts or omissions of the local Shore Excursion operators. The Company does not operate, perform or otherwise organize and/or audit any shore excursions. All Clients must ensure that they are fit and healthy to undertake Shore Excursions. All Shore Excursions are governed by the terms and conditions of the Shore Excursion providers.

## 17. AUTHORITY ON TOUR

At all times the decision of the Company's tour leader or representative will be final on all matters likely to endanger the safety and wellbeing of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise The Boat Operator at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

## 18. GUARANTEED DEPARTURES

The Company guarantees all departures as displayed on their website [www.gadventures.com](http://www.gadventures.com). Brochures, and other printed materials displaying tour information and departure dates are subject to change, and do not form part of the Guaranteed designation. The website of the Company is the only source from which the Company will guarantee departures. A departure shall become guaranteed once a Client has a confirmed booking upon it (a booking must have at least a deposit paid to be considered 'confirmed'). This guarantee of departure is still subject to Force Majeure situations, as per Section 21.

## 19. TRAVEL DOCUMENTS

**(a)** The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely

responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

**(b)** To expedite the issuing of The Boat Operator travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via email once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means.

## **20. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)**

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

## **21. INSURANCE**

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$200,000 while travelling with the Company and this insurance must cover personal injury and emergency medical expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the group Leader or Company Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. The Client acknowledges that the cost of the tour does not include insurance,

and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

## **22. DISCOUNTS & PROMOTIONS**

All discounts and reduced pricing are applied at the Company's discretion. From time-to-time the Company may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings, and bookings that have already provided deposit are locked into their original price and are not entitled to the reduced pricing. A booking may not be cancelled, and have the Lifetime Deposit applied to re-book the same or similar dates of travel or tour at a reduced price. The 5% discount for completing post trip evaluations cannot be applied to independent style travel tours, and cannot be combined with other offers or discounts provided by the Company.

## **23. CLAIMS AND COMPLAINTS**

If a Client has a complaint against the Company, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Company representative or local Office Manager whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client's ability to claim compensation from the Company being extinguished or at least reduced. If satisfaction is still not reached through these means on tour then any further complaint must be put in writing to the Company via its Agents or directly to The Boat Operators main office within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

## **25. OPTIONAL EXTRAS**

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing flights and other extras that are not included in the tour price.

## **25. LIABILITY**

The Company is not responsible for any improper or non-performance of any services forming part of the Cruise or Package which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances

beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Package then the Company limits its liability, where applicable by the International Conventions. Carriage of Clients and their luggage by sea is governed by the Athens Convention (and from 1 January 2013 the Passenger Liability Regulations 392/2009) which is expressly incorporated into these Booking Conditions and any liability of the Company for death or personal injury or for loss or damage to luggage arising out of carriage by sea shall be determined solely in accordance with this Convention. The Athens Convention limits the Carrier's liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Guest unless written notice is given to the Company and/or the Carrier.

- a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or
  - b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.
- Any damage payable by the Company up to the Athens Convention limits shall be reduced in proportion to any contributory negligence by the Client and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from the Company on request.

In so far as the Company may be liable to a Client in respect of claims arising out of carriage by sea, The Company shall be entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in these Booking Conditions shall be deemed as a surrender thereof. To the extent that any provision in these Booking Conditions is made null and void by the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further.

The Company's liability will not at any time exceed that of the carrier under its Conditions of Carriage and/or applicable or incorporated conventions or other legislation.

Any liability in respect of death and personal injury and loss of and damage to luggage which the Company may incur to the Client, whether under the Contract with the Client in accordance with these Booking Conditions or otherwise, shall always be subject to the limits of liability contained in the Athens Convention for death/personal injury.

Notwithstanding anything to the contrary elsewhere in these Booking Conditions, the Company shall not in any circumstances be liable to Clients for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or

indirect loss or damage of a similar nature. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Company's liability will not exceed £500. The Company will not at any time be liable for any loss of or damage to valuables of any nature.

## **26. SEVERABILITY**

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

## **27. SUCCESSORS AND ASSIGNS**

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.

## **28. APPLICABLE LAW**

The Contract and these Terms and Conditions are subject to English Law and the exclusive jurisdiction of the Courts of England.

## **29. PRIVACY POLICY**

The Company will provide personal information, as well as any personal information provided in relation to persons whose travel arrangements have been requested by the Client, to suppliers and carriers to enable the operation of the services requested. The Company will do all reasonably possible in endeavoring to protect personal information.