

TERMS AND CONDITIONS

AUTHORITY ON TOUR

At all times the decision of the company or its representative will be final on all matters likely to endanger the safety, wellbeing and enjoyment of the tour. Clients must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should the client fail to comply with the above or commit any illegal act when on tour or, if in the company's opinion, the client's behaviour causes or is likely to cause danger, distress or annoyance to others we may terminate that client's travel arrangements without any liability on the company's part.

TRAVEL DOCUMENTS

The Client must be in possession of a valid passport (valid 6 months past the return date), visa (where necessary), permits and certificates including vaccinations certificates, insurance policies required for the journey – the client accepts responsibility of obtaining these. Any information or advice given by the company on visas, vaccinations, clothing, special equipment, baggage, climate, etc. is given in good faith but without responsibility on the part of the company.

CONDITION RESTRAINTS

You have selected a tour that is, in part, in remote areas. This adds to the adventure and opportunity to enjoy a true nature experience. However, due to the nature of the terrain, weather, road conditions, and other elements beyond our control, some elements of tours may have to be altered. Times of some activities may need to be changed or even cancelled due to the conditions. If an activity is cancelled it will be replaced with an alternative activity that is more appropriate for the conditions. Advance notice will be given for any changes where possible, although at times changes may be made whilst the tour is in progress.

WILDLIFE SIGHTINGS

With any trip involving wildlife it is impossible to guarantee a sighting, but each trip is designed around known habitats. Wilderness Explorers will make every effort to ensure a sighting, but cannot be held responsible if no sighting is made due to the wildlife itself, weather, or any other elements beyond our control.

LOCAL CULTURE

Many of the areas to be visited are remote and cultures of the people most likely different to what you are accustomed to. These communities welcome visitors under the conditions that their customs, habits and rituals are respected at all times. Wilderness Explorers will endeavour to provide appropriate guidance to visitors as to correct behaviour whilst in these communities. The company reserves the right to cancel a visitor's tour, at any time, should their behaviour be inappropriate and offensive to the local communities.

ACCEPTANCE OF RISK & RESPONSIBILITY

Nature and adventure travel is by character, an activity that requires travelling in areas that are often remote and the terrain difficult. Whilst every precaution is taken to ensure the comfort and safety of our customers, these trips do have elements of risk. By taking part in this tour you acknowledge that there are inherent risks and that you are fully aware of the conditions of travel, accommodation and activities offered. You accept that Wilderness Explorers, its staff and sub-contractors cannot be held liable for any accident, illness or similar occurrence. You hereby accept all such risk and release the company from all claims and causes of action arising from any injuries or damages resulting from these inherent risks.

FORCE MAJEURE

The company will do its best to minimise the effects of matters outside its control but cannot accept liability of these matters which include political disputes, industrial action, refusal of visas, border closures, unforeseeable

climatic events, epidemics and pandemics, delayed or cancelled flights etc. Wilderness Explorers may change, modify, rebook or cancel a trip for defined force majeure events.

TRAVEL INSURANCE

It is the client's responsibility to obtain adequate personal travel insurance. This insurance should, as a minimum, cover personal accident, medical expenses and repatriation expenses. It is recommended that the coverage extends to include loss of effects, curtailment, cancellation and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the client.

PAYMENT

All rates are quoted in US dollars, unless otherwise stated. Rates are correct at the time of publishing, but are subject to change without notice. Due to fluctuating world fuel prices internal airfares cannot be guaranteed and rate is therefore subject to change. Every effort will be made to maintain quoted rate. A deposit of 20% is required to confirm any booking and balance of payment is due 30 days prior to commencement of trip.

CANCELLATION BY THE CLIENT

Any cancellation by the client must be in writing and acknowledged by Wilderness Explorers. The date on which the correspondence is received will determine the loss of any monies applicable.

- Cancelled more than 90 days prior to arrival - Full refund.
- Cancelled 60 to 90 days prior to arrival - 5% administration fee.
- Cancelled 41 to 59 days prior to arrival – 20%
- Cancelled 31 to 40 days prior to arrival - 50%.
- Cancelled 2 to 30 days prior to arrival or no show - 100%.

RESPONSIBILITY

All services are organised by Wilderness Explorers. Notice is hereby given that all arrangements made on behalf of customers are made by the organisers on the sole condition that the organisers shall not be held

responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and /or persons engaged in carrying out the arrangements and Wilderness Explorers acts as an agent for transport companies, hotels and other contractors and shall not be liable for any injury, damage, loss, delay or irregularity that may occur, including, but not limited to, any defect in a vehicle or any other form of conveying travellers, acts of God, detention, delays or expenses arising from quarantine, strike, riots, theft, force majeure, civil disturbance, government restrictions or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel, resort, ranch, guest house, camp or other form of accommodation.

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 then such term or condition shall be deemed to be severed from this Agreement or amend accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

Payment for a tour is taken as acknowledgement and acceptance of all of the above terms and conditions.