TERMS AND CONDITIONS

BOOKING PROCEDURE:

1. Read all Booking Procedures and all Terms and Conditions carefully.

2. Contact ElderTreks™ by telephone: 1-800-741-7956 (toll-free number in North America) or 0808-234-1714 (toll-free in the U.K.) or 416-588-5000 (locally), or 001-416-588-5000 (internationally)

3. DEPOSITS: to hold and secure your place on a land or ship-based departure. A non-refundable deposit is required at the time of booking. If anyone would like to transfer their deposit to anothertrip, please see the TRANSFER section or call our office. Deposit amounts vary depending on the trip, as follows:

For land trips: Most trips require a $500 USD non-refundable depositper person. If booking your trip within one hundred twenty (120) daysof departure, full payment is due at time of booking.

The following trips require a larger non-refundable deposit:

Uganda & Rwanda: $1150 or $2550 max USD depending on permits

Polar Bears of Churchill: $1050 CAD

Heli-hiking Canadian Rockies: $2000 CAD

Galapagos: $1250 USD

For any land extension: a $100 USD (or more depending on the extension) non-refundable deposit per person is required.

For ship-based trips, the following deposits are required:
Canadian Arctic: $3000 USD. Haida Gwaii: $1500 CAD. Galapagos: $1250 USD. Antarctica: 30% deposit at time of booking. All other ship-based trips require 30% deposit at time of booking. If booking a ship-based program within 150 days (Antarctica within 190 days) of the departure date, full payment is due at time of booking. Land-based tours which have a small ship or cruise portion of the itinerary, follow the above Land trip conditions for deposits.

4. Notwithstanding the above, ElderTreks™ reserves the right to modify or amend the amount of any deposit for any trip.

5. On receipt of your deposit (or full payment if booked within 150 days of the departure date, 190 days for Antarctica), we will send you a confirmation letter together with a Trip Kit pre-departure booklet, a registration form, and required medical forms.

6. It is your responsibility to determine and obtain all necessary travel documents (including passport and visas), medical and other insurance coverage prior to your departure.

7. FINAL PAYMENTS
i) For land trips: Your final payment, signed registration form and executed medical forms must be received by ElderTreks™ no later than one hundred twenty (120) days prior to departure. Upon receipt, we will send final documents to you approximately thirty (30) days prior to your date of departure.

ii) For ship-based trips: Your final payment, signed release and executed medical forms must be received by ElderTreks™ no less than 150 days prior to your date of departure for all ship-based trips*. (*190 days prior for to your departure for all Antarctica) ElderTreks™ will issue final documents approximately 21 days prior to your date of departure.

Cancellation Policy
Participants seeking to cancel or revise any trip must provide ElderTreks™ with a written request in accordance with these Terms and Conditions. Requests for revisions and/or cancellations shall be determined in the sole and absolute discretion of ElderTreks™. Name changes are considered to be a cancellation of one traveler and a new booking of another, assuming space available.

Participants booked on all land-based adventures may receive a refund for a cancelled trip, subject to a cancellation fee, as follows:

Cancellation made (days before departure)	**Cancellation Fee**
More than 120 days	deposit amount*
31 – 119 days	50% of tour price
0 – 30 days	100% of tour price

Please note cancellations for Heli-Hiking in the Canadian Rockies, and Polar Bears of Churchill between 0-150 days is 100% of tour price.

Participants booked on all ship-based adventures may receive a refund for a cancelled trip, subject to a cancellation fee, as follows:

Cancellation made (days before departure)	**Cancellation Fee**
More than 150 days	deposit amount
0 – 149 days	100% of tour price
Antarctica Only	
More than 190 days	deposit amount
0 – 189 days	100% of tour price

**Other cancellation/transfer options may be available

Participants shall not be entitled to a refund for any trip, or portion thereof, that the Participant does not use or attend for any reason whatsoever, including but not limited to no-show, illness, accident, or neglect of any person. Despite any provision to the contrary, applicable. Cancellation Fees shall be non-refundable and shall apply in addition to any other non-refundable, or unrecoverable amounts paid by or on behalf of the Participant (including non-refundable air arrangements).

ElderTreks™ and the ship operators reserve the right to cancel or amend the price of any trip at any time up to the date of departure. In the event that the tour price increases by more than 7% of the price at the time of booking, the Participant may cancel the trip and request a full refund of payment made to ElderTreks™ by providing written notice to ElderTreks™ prior to the date of departure and within seven (7) days of being notified of such price increase. Refunds will not be provided where tour price increases are the result of government taxation or fuel surcharges.

Refund Processing Fees
In addition to any applicable cancellation penalties under these Terms and Conditions, refunds issued to a credit card are subject to a processing fee of 3% to 4% of the refundable amount, depending on the card type. This fee will be deducted from the refund after applicable cancellation penalties have been applied. Refunds issued by cheque will not incur a processing fee.

Transfers
For land trips: Participants booked on any land program may be permitted to transfer to any other trip offered by ElderTreks™ (with a minimum $150 administrative fee), provided that the Participant provides ElderTreks™ with a written request no less than one hundred twenty (120) days prior to the departure date. Participants are only permitted to transfer once. The new trip must be booked no later than twelve (12) months subsequent to the date of departure of the trip transferred from. Transfer requests made less than the minimum one hundred twenty (120) day notice requirement, outlined above, shall be governed in accordance with the Cancellation Policy outlined above. Uganda & Rwanda the transfer fee is $1150/$2550 USD per person to cover the cost of all permits pre-purchased.

For Extensions: Once arrangements have been made, the $100 deposit is non-refundable and non-transferable.

Ship-based trips: Transfers will be considered on a request basis only, cannot be guaranteed and are subject to the cancellation policy.

Liability
Passages Exotic Expeditions Ltd. (operating as "ElderTreks™" and hereinafter referred to as the "Company", where such term shall include its owners, affiliates, employees, outfitters, successors assigns and agents), shall not be responsible or liable to any "Participant" (where such term shall include any customer, and/or client of the Company and/or any person who otherwise receives any goods or services provided by the Company, their heirs, dependents, executors, administrators, successors, agents, assigns, and personal and legal representatives) for any injury, damage, accident, loss, claim, delay, and/or irregularity, howsoever caused, that arises from, is connected to, or is in any way related to any goods and/or services sold or otherwise provided by the Company.

The Participant understands that during the course of any trip, certain risks and dangers may occur, including but not limited to the hazards of traveling in mountainous terrain, jungles, rivers; and/or accident or illness in remote places with or without medical facilities; and subject to forces of nature. By taking part in any trip, the Participant acknowledges having been advised of the risks associated therein and assumes the sole and exclusive responsibility for such risks.

The Company shall not be responsible or liable to any Participant for any injury, damage, accident, loss, delay and/or irregularity, howsoever caused, that arises from, is connected to, or is in any way related to any goods and/or services sold or otherwise provided by the Company's Contractors where such term includes any third party, including but not limited to any transportation company retained by the Company to provide goods or services to any Participant.

Each Participant further agrees not to make any claim or take any proceedings against any other person, corporation or entity who might claim contribution, indemnity or other relief against the Company under the provisions of any applicable law or equity in relation to any cause, matter or thing released hereunder.

Notwithstanding any provision to the contrary, the Company reserves the right to cancel any trip at any time in its sole and absolute discretion without liability to any Participant, for any amount or claim, including but not limited to any monies, deposits or payments of any kind that have already been paid by, or on behalf of, the Participant to the Company or any other person, including, but not limited to, circumstances involving the following:

i) War/Terrorism/Political Unrest: In the event that any act of war, terrorism or political unrest may affect any trip or the health, safety or security of any Participant, the Company reserves the right, in its sole and absolute discretion, to cancel, postpone or change itinerary of any trip;

ii) Infectious Diseases: In the event that any infectious disease may affect any trip or the health or safety of any Participant, the Company reserves the right, in its sole and absolute discretion, to cancel, postpone or change itinerary of any trip; and

iii) Force Majeure: In the event that any circumstance arises that may affect any trip or the health, safety or security of any Participant, or in the event that circumstances otherwise prevent the Company from providing, either in whole or in part, its goods or services to Participants in a safe manner or at all, the Company reserves the right, in its sole and absolute discretion, to cancel, postpone or change itinerary of any trip.

Any monies, deposits or payments of any kind paid to any air consolidator, airline, Contractor or third party by, or on behalf of, any Participant, for any goods or services in respect to any trip cancelled or postponed by the Company are non-refundable except to the extent that the Company has recovered such monies, deposits or payments from the air consolidator, airline, Contractor, or third party.

In the event that the Company cancels or postpones any trip, and/ or fails to provide any goods or services connected thereto, the Participant shall have no right to make a claim against the Company for any damages or loss whatsoever including, but not limited to, non-refundable advance purchase air tickets, visa fees, prescription drugs, vaccinations, equipment or any other expenses incurred by the Participant in preparation for any trip.

Notwithstanding the forgoing, in the event that the Company is liable to any Participant for any amount(s), the aggregate liability of the Company shall be limited to the actual amount(s) paid by that Participant to the Company.

All Terms and Conditions Shall Apply to all Participants.
Upon providing any payment or deposit to the Company, the Participant represents to the Company that he/she has read and understood the Booking Procedure and Terms and Conditions contained herein and has agreed to be bound by same. These Terms and Conditions form a Contract which shall be binding upon the Participant.

Where a Participant has provided payment to the Company on behalf of any other Participant(s), the Participant who has provided payment to the Company shall, upon providing payment to the Company, be deemed to represent, confirm and covenant to the Company that he/she acts as an agent for the other Participant(s), that he/she is acting with the full knowledge and consent of such other Participant(s), that he/she has the full authorization and consent of such other Participant(s) to contract with the Company on their behalf, and to bind them to the Terms and Conditions contained herein, that he/ she has advised such other Participant(s) of the Booking Procedures and the Terms and Conditions contained herein, and that such other Participant(s) has read, understood and agreed to be bound by the Booking Procedures and the Terms and Conditions contained herein.

Where a Participant has provided payment to the Company on behalf of any other Participant(s) under the age of 18 (hereinafter referred to as the "Minor"), the Participant who has provided payment to the Company shall be deemed to represent, confirm and covenant to the Company that he/she is not a Minor, that he/she has fully advised the Minor of each and every Booking Procedure and Term and Condition contained herein, that the Minor agrees to be bound by the Booking Procedure and the Terms and Conditions contained herein, that he/ she shall at all material times supervise the Minor and assume all obligations of the Minor, that he/she is the Minor's lawful guardian, that he/she has advised the Minor that the Company bears no liability or responsibility in favor of the Minor, and that the Minor has agreed to same.

The Company reserves the right to withdraw, alter or otherwise modify any trips, itineraries, specific programs, activities, Booking Procedures, and/or Terms and Conditions at any time, without notice.

Health and Fitness
ElderTreks™ expeditions are available to anyone in good health and in good shape. Participants do not have to be athletes, but ElderTreks™ programs require some reasonable physical effort. Participants should refer to the specifics of each program to determine suitability.

It is the responsibility of each Participant to ensure that ElderTreks™ is advised, at the time of booking, of any and all material medical problems or issues related to the Participant. The Company reserves the right to remove any Participant from any act or activity, or from any trip, at any time during the trip if, in the sole and exclusive judgment of the Company, the Participant's participation in such act, activity or trip poses a material risk to the health and safety of any Participant or the Company.

ElderTreks™ trips may involve travel to foreign countries where living standards, practices and the provision of utilities, services and accommodation are different than that available in Ontario or elsewhere in North America. Participants are exclusively responsible for choosing a trip that best suits their interests, abilities, fitness level and health. ElderTreks™ requires a doctor's signature on our medical form if participant is 80 years of age or older.

Foreign Law
All goods and services provided during the course of any trip may be subject to the laws of the country or jurisdiction in which they are provided. It is the exclusive obligation of the Participant to familiarize itself with said laws and ensure compliance thereof.

Passports/Visas
All Participants are required to have a valid passport for all trips. Passports are often required to be valid for at least six (6) months beyond the completion date of the trip, depending on the country, and must have sufficient blank pages for all necessary travel visas and appropriate entry / exit stamps. When traveling the globe, it is frequently necessary to obtain visas to enter certain countries. ElderTreks™ will supply information on what visas are required, however it is the travelers responsibility to obtain the required documents to travel.

Documentation
All Participants shall provide ElderTreks™ with a signed registration form, a copy of the passport and completed registration and medical forms before final payment (120/150 days prior to departure). The Company reserves the right to refuse any goods or services to any Participant at any time prior to, or during any trip without liability to provide the Participant with any refund, financial or other compensation if the Participant fails to provide ElderTreks™ with any of the registration form, completed medical forms or payments required in accordance with these Terms and Conditions and/or Booking Procedures.

Conduct
All Participants are required to respect the interests of others and shall not interfere with the enjoyment of any other Participant. The Company reserves the right to remove any Participant from any act or activity, or from any trip or portion thereof, at any time without liability to provide the Participant with any refund, financial or other compensation if, in the sole and exclusive judgment of the Company, the Participant's behavior may compromise the safety, interests or enjoyment of any other Participant or person.

Airline Responsibility Clause
The Terms and Conditions contained herein do not bind any third party except as specifically stated herein. The Company does not commit or make any representations for, or on behalf of, any third party, including but not limited to any airline, whose services may be used in connection with any trip.

Tour Price
Tour prices are based on airfares, currency rates and land costs current as of Jan. 1, 2025 and may remain in effect until Dec 31, 2026. All prices are in U.S. dollars unless clearly noted. The tour price includes all applicable fees, levies, charges, service charges, surcharges and taxes, save and except with respect to destinations and travel within Canada which may be subject to the Harmonized Sales Tax ("HST") and those items specifically stated to the contrary. Tour prices may be subject to change at any time, up to and including the date of depar-ture. The tour price does not include any items of a personal nature, including but not limited to visa fees, international departure taxes, or catch-up charges in the event of a Participant's late arrival.

What is and what is not included
ElderTreks™, land based itineraries include all accommodations, all transportation (air, train, bus, auto, boats, elephants, camels, boats etc., except as specifically excluded), all meals, all planned day trips, all departure taxes for flights included in the tour price and all guide services in the tour price. Transportation shall not include internal flights where specified, and shall not include international travel or international air arrangements. All gratuities for hotel staff, restaurants, drivers, spot guides and national guides are included, with the exception of gratuities to your tour leaders. Gratuities are at the sole discretion of the Participant.

ElderTreks™, **ship-based itineraries** include cabin accommodations as per category booked, pre-cruise accommodation on a shared basis as indicated in the itinerary, all meals throughout the voyage aboard the ship, all shore excursions and activities throughout the voyage as indicated in the itinerary. Transportation shall not include internal flights unless specified and shall not include international travel or international air arrangements. Gratuities are not included; they are at the sole discretion of the Participant.

ElderTreks™, **extension itineraries** include all accommodations, all transportation (train, bus, auto, boats, elephants, camels, boats etc., except as specifically excluded), meals as per itinerary, all planned day trips and all guide services in the tour price. Transportation shall not include internal flights unless specified, and shall not include international travel or international air arrangements. Gratuities for hotel staff, restaurants, national guides and drivers are not included; they are at the sole discretion of the Participant.

All tour prices do not include any items of a personal nature (including but not limited to visa fees), international departure taxes for flights, which are not a part of the tour price, or catch-up charges in the event of a Participant's late arrival.

Air Travel
ElderTreks™, tours are based on "land-only" or "ship-only" costs, and do not include international airfare. However, ElderTreks™ may arrange international flights if requested by the Participant. Prices will be provided in response to individual requests as they occur. Airfares quoted are not guaranteed until the airfare is paid in full and the tickets are issued. All tickets issued by ElderTreks™ are subject to the rules and regulations of the airline and consolidator providing the issued tickets as well as an ElderTreks™ $85 USD/CAD administration fee (subject to change). All air tickets are non-refundable & non-changeable and valid only for the flights indicated.

If international flights are not purchased from ElderTreks™, it is the Participant's responsibility to ensure that a flight itinerary, including arrival and departure flight information and times, is provided to ElderTreks ™ as soon as it is available and, in any event, no later when your final payment is due.

Names as per passport, date of birth, passport number, date and place of issue, and expiration date are required at time of booking for each guest(s). Changes to flight itineraries and names changes and/ or corrections may either not be permitted by the airline or may result in penalties charge by the airline. All airline fees are the responsibility of the guest.

Air routings are solely controlled by the airline and are subject to change at any time. ElderTreks™ reserves the right to offer alternative air schedules for itineraries affected by airline schedule changes and/ or equipment changes. Flight delays, cancellations and schedule changes are the responsibility of the airlines. ElderTreks™ will not be held responsible or liable for such delays or rescheduling. Airline fuel surcharges, and airline related taxes, fees, & fare restrictions are provided at time of booking and based on a roundtrip purchase. Any additional fees such as baggage, seat selection and/or other airline services are at the sole responsibility of the guest. Seat/Meal requests may be made at time of booking; however, the assignment is subject to the airline rules and ElderTreks™ assumes no responsibility that requests will be confirmed and/or granted.

Confirmed flight itineraries, confirmation numbers, including final arrival and departure information and confirmed flight times are provided to ElderTreks™ as soon as it is available, in any event, no later than when your final payment is due.

Frequent flyer membership numbers may be provided at time of booking for accrual of miles only. ElderTreks™ cannot upgrade of purchase any air tickets using frequent flyer mileage. Many airlines do not automatically add guest membership numbers to the air tickets issued by ElderTreks™ it is the guest's responsibility to request mileage credit from the airlines directly. ElderTreks™ shall not be held liable for matters concerning frequent flyer mileage.

Tour Operator
The Company may contract with other tour operators and other third parties to provide goods and services in respect of any trip. Each participant shall be bound to the terms and conditions of such applicable tour operators and third parties.

Sharing and Single Supplement
For land trips: (excluding extensions, Heli-hiking, Polar Bears of Churchill). All prices are based on double occupancy. Single travelers will not be subject to a mandatory single supplement payment for ElderTreks™, main itineraries, provided the Participant is accommodated on a shared occupancy basis. ElderTreks™ will endeavor to group single Participants together, to the extent possible, based on the same gender. This policy does not apply to single travelers taking extensions. Single occupancy, where specifically requested or otherwise required, may be available at an extra charge.

For ship-based trips: All prices are based on a per- person cost depending on cabin chosen. Single occupancy, where specifically requested or otherwise required, may be available at an extra charge. For some ships, some categories, a single supplement charge is mandatory.

Insurance
While ElderTreks™ may make every effort to ensure the health, safety and enjoyment of all Participants, accidents can happen. Consequently, it is strongly recommended that all Participants obtain full insurance coverage, including travel, cancellation, medical, evacuation and other emergency coverage, prior to departure.

Insurance coverage is not included in the tour price. Insurance coverage is the sole and exclusive responsibility of the Participant. Please note that some programs require mandatory evacuation insurance coverage. The Company shall not be responsible for any sickness, accident, loss or expense of any kind sustained by any Participant arising from, or related to, any goods or services provided by the Company.

If any participant, after the start of a trip, cannot complete all or any portion of the remainder of the trip, it is the responsibility of the participant to contact the insurance company (whether or not the insurance was purchased through ElderTreks™). ElderTreks™ acts only as an agent and is not the insurance provider.

Photographic Records
The Company reserves the right to make photographic, film and other records of any of its trips, and to use such records for any promotional and/ or commercial purposes throughout the world in perpetuity. By booking a trip with the Company, the Participant shall be deemed to consent to the making and use of such records (including voice, appearance, likeness and image) and the Participant acknowledges that any such photographic or other records shall remain the sole and exclusive property of the Company.

Published Material
All material published by ElderTreks™ including but not limited to all material published on the ElderTreks™ website, all brochures, catalogues, pamphlets and any other document published for the use of any Participant, remains the sole and exclusive property of ElderTreks™ and shall not be used for any other purpose, be reproduced or distributed to any other person except with the express written permission of ElderTreks™.

Claims
A Participant who has any claims arising from, or relating to, any trip shall notify ElderTreks™ of such claims, on pain of nullity, in writing and within thirty (30) days of the scheduled return date for that trip. Any legal proceeding which may be subject to the jurisdiction of Canada arising from, or relating to, any trip must be instituted, on pain of nullity, in the judicial district of the City of Toronto, exclusively, within ninety (90) days of the scheduled return date for that trip.

Jurisdiction
These Terms and Conditions shall be governed in accordance with the laws of the province of Ontario. The Company and the Participant attorn to the exclusive jurisdiction of the Courts of Ontario.

No Waiver
No action or failure to act on the part of ElderTreks™ in respect of any breach or non-compliance, whether continuing or otherwise, by any Participant of any term or condition contained or referred to herein, shall constitute a waiver by ElderTreks™. ElderTreks™ shall remain free to enforce each and every term and condition contained or referred to herein at any time, despite any representation to the contrary. No forbearance or failure to seek remedy on the part of ElderTreks™ in respect of any breach or non-compliance of any term or condition contained or referred to herein by any Participant shall constitute a waiver by ElderTreks™ of any rights or remedies otherwise available to ElderTreks™.

Severability
Should any term or condition, or portion thereof, be found by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such term or condition shall be severable from the balance of these terms and conditions and shall not adversely affect the validity or enforceability of the remaining terms and conditions.

Operator
All goods and services that are provided by the Company are provided by the tour operator, more particularly described as follows:

Passages Exotic Expeditions Ltd.
457 Palmerston Blvd, Toronto, ON M6G 2N9, Canada
Tel: (416) 588-5000
Ontario Registration Retail #04116059 / Wholesale #04161212

Passages Exotic Expeditions Ltd. is a retail and wholesale registrant in good standing with the Travel Industry Council of Ontario ("TICO") as required under the Travel Industry Act.

ElderTreks™ is a registered trademark of Passages Exotic Expeditions Ltd.

Passages Exotic Expeditions Ltd. is the registered owner in the U.S. and Canada of the trade name ElderTreks™.