Terms and Conditions

BOOKING PROCEDURE:
1. Read all Booking Procedures and all Terms and Conditions carefully.
2. Contact ElderTrek™ 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 another trip, 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 deposit per person. If booking your trip within one hundred twenty (120) days of departure, full payment is due at time of booking.
   - The following trips require a larger non-refundable deposit:
     - Uganda & Rwanda: $1200 USD
   - For ship-based trips, the following deposits are required:
     - Canadian Arctic: $1500 USD
     - Haida Gwaii: $1500 CAD
     - Galapagos: $1250 USD
   - All other ship-based trips require 30% deposit at time of booking. If booking a ship-based program within 150 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.
   - For any additional deposits due to any trip, please see the TRANSFER section or call our office.

4. Notwithstanding the above, ElderTrek™ 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), we will send you a confirmation letter 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 ElderTrek™ 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 ElderTrek™ no later than 150 days prior to your date of departure for all ship-based trips. ElderTrek™ 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 ElderTrek™ 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 ElderTrek™. 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)
  - 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: Peru Cultural Journey/Peru Inca Trail, 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)
  - More than 150 days
    - deposit amount
  - 0 – 149 days
    - 100% of tour price

Participants shall not be entitled to a refund for any trip, or portion thereof, that the Participant does not meet 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 unreasonable amounts paid by or on behalf of the Participant (including non-refundable air arrangements). ElderTrek™ 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 ElderTrek™ by providing written notice to ElderTrek™ prior to the date of departure and within seven (7) days of notified increase of such price increase. Refund funds will not be provided where tour price increases are the result of government taxation or fuel surcharges.

Transfers
For land trips: Participants booked on any land program may be permitted to transfer to any other trip offered by ElderTrek™ (with a minimum $150 administrative fee), provided that the Participant provides ElderTrek™ 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 six (6) months subsequent to the date of departure of the trip transferred from.

Transfers 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 $1000/$2400 USD per person to cover the cost of all pre-purchased.

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

Shipped-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 “ElderTrek™” and hereinafter referred to as the “Company”), where such term shall in connection with the “Company” and/or the Company’s clients, and/or any other person or entity who provides any goods or services provided by the Company, their heirs, dependents, executors, administrators, 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, assigns, and personal and legal representatives) for any injury, damage, accident, loss, claim, delay, and/or irregularity, however caused, that arises from, is connected to, or is in any way related to any goods and/or services provided otherwise 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, however 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 Company reserves the right to cancel any trip at any time in its sole and absolute discretion, to cancel, postpone or change itinerary of any trip, subject to the governing laws and regulations of any country or jurisdiction.

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

ii) 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, whether 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 foregoing, 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), in the event that he/she is unable to confirm and covenant to the Company 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, special programs, activities, Booking Procedures, and/or Terms and Conditions at any time, without notice.

Health and Fitness
ElderTrek™ expeditions are available to anyone in good health and in good shape. Participants do not have to be athletes, but ElderTrek™ 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 ElderTrek™ is advised, at the time of booking of any and all medical conditions, or medical history, or any other medical condition or 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.

ElderTrek™ trips may involve travel to foreign countries where living stan-
ElderTreks™, tours are based on “land-only” or “ship-only” costs, and do not include international airfare. ElderTreks™ may arrange international flights if required by the Participant. Prices will be provided in response to individual requests as they occur.

Airfares quoted are not guaranteed until the airline 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 charged by the airline. All airline fees are the responsibility of the guest. Air routes 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 prohibited at time of booking and based on a roundtrip purchase. Additional fees such as baggage, seat selection and/or other airline services are at the sole responsibility of the guest. Seat requests 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 guarantee possession of 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, Peru Cultural Journey, Peru Hiking the Inca Trail, 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 choice. 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 take out travel insurance which includes medical evacuation, 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 Rights
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 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 attest 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 severed 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.
23 Clinton St., Toronto, Ontario, Canada, M6J 2N9
Tel: (416) 588-5000
Ontario Registration Retail #40116059 / Wholesale #40161212
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™.