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 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: $650 min / $2250 max USD depending on permits
     - Polar Bears of Churchill: $850 CAD
     - Heli-hiking Canadian Rockies: $1500 CAD
     - Peru - Cultural Journey: $750 USD
     - 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: $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 120 days of the date of departure, 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 120 days of the departure date), 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 120 days prior to your date of arrival for all ship-based trips. 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 executed medical forms must be received by ElderTreks™ no later than one hundred twenty (120) days prior to departure. The new trip 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 trip 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 if the trip 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 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 date of departure. Participants are only permitted to transfer once. The new trip 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).

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

Refunds:

For Extensions: 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, the heirs, dependents, executors, administrators, successors, agents, 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 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 the forces of nature. Any transportation 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’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:

- 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;
- 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
- 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 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) 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...
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 reserving 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 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™ reserves the discretion to deviate from 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 himself 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 traveler’s 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 medical forms within 20 business days of receiving our booking package. 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 Sept. 1, 2017 and may remain in effect until Aug 31, 2018. All prices are in U.S. dollars unless clearly noted. The tour price includes all applicable fees, levies, charges, service charges, sur-

charges 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 day of departure. The tour price does not include any costs 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 guided 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 guided 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™ administration fee. All air tickets are non-refundable 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 than 20 business days of receiving our booking package. The Company shall provide notice of the flight itinerary and other important information regarding the tour as it becomes available, such term or condition shall be severable from the balance of these Terms and Conditions and shall not 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 #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 the Canada of the trade name ElderTreks™.