



BOOKING CONDITIONS FOR WILDQUEST DOLPHIN SWIM PROGRAM

These Booking Conditions form the basis of your contract with WildQuest Limited of Lower Barton House, Eggesford Road, Winkleigh, Devon, EX19 8LB, UK. In these Booking Conditions, 'you' and 'your' means all persons named on the booking form (and anyone added at a later date) and 'we', 'us' and 'our' means WildQuest Limited ("WildQuest").

1. THE CONTRACT

When you make a booking you confirm that you have the authority to accept and do accept on behalf of yourself and others on your booking form the terms of these booking conditions. A contract will exist with us only after you have:

- a) acknowledged acceptance of these terms electronically by ticking the relevant tick box in the WildQuest booking system and
- b) made the appropriate payment and
- c) we issue a Confirmation Receipt verifying the details of your booking. You must contact us immediately if any information which appears on the Confirmation Receipt or any other documents appears to be incorrect as it may not be possible to make changes later. We regret we cannot accept any liability unless notified of any inaccuracies in any document within 10 days following the date of the document.

2. PROGRAM COST

THE PROGRAM INCLUDES	THE PROGRAM DOES NOT INCLUDE
<ul style="list-style-type: none">• All accommodations (Sunday night in Fort Lauderdale and five nights on the island based on double occupancy).• Boat trips (5 days out weather permitting).• Most meals (but see what's not included).• Group sessions will be offered each day depending on the focus of your particular retreat.• Complimentary use of kayaks and bicycles.• Wifi connection, where available.• Drinking water.• Hot beverages at WildQuest Retreat.	<ul style="list-style-type: none">• Travel costs to/from Fort Lauderdale, Florida.• Travel costs to/from Bimini.• Crew gratuities 15% of the retreat cost.• Single room and ocean view room upgrade. Call us for details.• Sunday night dinner and Monday morning breakfast in Fort Lauderdale and one group dinner out on Bimini.• All individual body work sessions.• Rental of snorkel equipment.• Retreat photos when available.• Travel Insurance (See section 12).

Where your payment is for ancillary services only, such as hotel accommodation, upgrades etc, your payment covers only those items listed.

If you are making a booking for a retreat through a facilitator, please note that their terms and conditions will apply to your retreat booking.

3. PAYMENTS

Where your payment is for the retreat and extras:

- A 25% deposit is required at the time your reservation is confirmed. Full payment must be made 60 days prior to the program commencement date. Reservations made within 60 days prior to the program commencement date must be paid in full.

Where your payment is for ancillary services only.

- Full payment is due at time of booking.

Payment should be made on-line using Visa or M/C, debit/credit cards.

We can also accept payment by wire transfer. However, all payments not made on-line, including with debit or credit cards, may attract a \$50 administration fee.

Please note that :

- Payment by wire transfer - please ensure that all bank charges are paid by you and that the full amount due for your program is deposited into our bank account.
- Payment by credit card - your card provider may charge you additional fees due to currency changes or international banking costs. Please note that WildQuest is not responsible for these charges.

4. UNUSED SERVICES

No refunds will be made for any unused services. Credit will not be given for alterations for any reason after commencement date of the holiday.

5. FORCE MAJEURE

We will not pay compensation if we have to cancel or change your arrangements due to force majeure including war, riot, industrial dispute, terrorist activity, WHO declared emergency, natural or nuclear disaster or fire.

For the avoidance of doubt, this will include effects of such aforementioned events and in particular government imposed travel restrictions. It is especially important therefore that you purchase appropriate travel insurance.

In particular, this is a wilderness experience subject to weather conditions. WildQuest has paid for all program expenses, including accommodation and boat charter in full, in advance. These costs are irrecoverable. Therefore, in the event of a program or partial program being cancelled due to weather conditions (or any other reasons beyond our control) there are no refunds or replacement programs.

We do not provide travel/program cancellation insurance that covers these eventualities.

6. CANCELLING/RESCHEDULING YOUR BOOKING

A. Cancellation/reschedule for reasons not related to WHO declared pandemic.

If you have to cancel, please inform us by e-mail. You will be issued with a cancellation reference which will be required in any subsequent correspondence. No cancellation can be considered accepted until issue of the cancellation reference.

The following scale of charges will apply:

- Cancellation of reservation received 61 days or more prior to program, 25% of the total cost is non refundable.
- Cancellation of reservation received 60 days or less prior to program, 100% of the total cost is non refundable.

- Reschedule of reservation is only possible with 61 days or more notice prior to the start of the program in which an admin fee of 10% of the total cost will be charged. We will hold the balance for your rescheduled program for a future date by the end of the following year subject to availability.
- Replacements made 31 days or more prior to program will have a set fee of \$100 applied. After this time replacements are not possible.

All cancellation, rescheduling and replacement charges are based on the total cost of the WildQuest program and on the start date of the original booked retreat. For the avoidance of doubt, only one rescheduling or replacement is permissible per booking.

Please note that if you have booked extra nights at the Fort Lauderdale Hotel, these may only be re-scheduled or refunded up to 21 days prior to the starting date of your program.

B. Cancellation/reschedule for reasons related to WHO declared pandemics.

This section (Clause 6B) will apply to bookings affected in one or more of the following ways:

- A government imposed flight or other relevant travel ban preventing travel from your country of origin to the Bahamas where no other routing is possible at the time of your retreat
- A government quarantine, 'lockdown' or 'shelter in place' order which would prevent travel or require curtailment or cancellation of the program, either at your location or the Bahamas at the time of your retreat
- You display symptoms consistent with or have a diagnosis of relevant pandemic disease or have been in close proximity to someone certified by a medical professional with relevant pandemic disease within 15 days prior to the booked date of departure
- Having a positive test result or screening failure either en-route or upon arrival in the Bahamas for the relevant pandemic disease.
- Where a negative test for the relevant pandemic disease is required either in connection with travel or for arrival regulation in the Bahamas within a specified timeframe and you've had the test performed within 12 hours of the required testing period, but results have not been returned in time for departure or pre-clearance submission
- You are a 'front-line' health care worker having to cancel owing to an unexpected requirement to remain in post due to the relevant pandemic disease.

WildQuest reserves the right to require documentary proof of the relevant condition before applying the provisions of this clause.

If you have to cancel, please inform us by e-mail giving one or more of the above reasons. You will be issued with a cancellation reference which will be required in any subsequent correspondence. No cancellation can be considered accepted until issue of the cancellation reference.

The following option will apply:

- We will re-schedule your booking to a future date by the end of the following year without charge subject to availability.

All cancellation, rescheduling and replacement charges are based on the total cost of the WildQuest program and on the start date of the original booked retreat. For the avoidance of doubt, only one rescheduling or replacement is permissible per booking, unless one of the conditions referred to in Clauses 6B i-vi apply at the start date of the rescheduled booking.

Please note that if you have booked extra nights at the Fort Lauderdale Hotel, these may only be re-scheduled or refunded up to 21 days prior to the starting date of your program.

7. SPECIAL REQUESTS

Although we will do our best to accommodate them, we cannot guarantee any special requests. Failure to meet any special request will not be a breach of this contract.

8. ABILITY, AGILITY & PRE-EXISTING MEDICAL CONDITIONS

To ensure the safety and well-being of all clients on our retreats, WildQuest requires each client to be able to meet the requirements shown in our [Ability & Agility video](#). Any exceptions must be agreed in writing by WildQuest. Please note restrictions and waiver of liability in Section 16 below.

If you have a pre-existing medical condition or disability which may affect your participation, **you must tell us before confirming your booking with payment** so that we can advise as to the suitability of the chosen holiday. You must also give us full details in writing at the time of booking and notify us of any changes or deterioration in the disability or medical condition or development of any disability or medical condition after booking. Please note restrictions and waiver of liability in Section 16 below.

In view of the nature of the holidays we offer, we regret we must reserve the right to decline any booking or cancel (in the event of the development, deterioration or change of any disability or medical condition occurring after confirmation) whenever we reasonably feel unable to accommodate the needs or restrictions of any particular client or where, in our reasonable opinion, the medical condition or disability of the client concerned is likely to have a significant adverse effect on other clients taking the same holiday.

We further reserve the right to cancel any program participation and impose cancellation charges if we are not fully advised of any relevant disability or medical condition at the time the booking is made and/or promptly notified of any development, change or deterioration occurring after booking. On occasions, the decision to cancel can only be made at the time the person concerned joins the tour as it may only be apparent at this stage that their disability or medical condition cannot be accommodated. Any client affected by a disability or medical condition must ensure they have notified this to their travel insurers and that their travel insurance will cover it, and we may request evidence that the disability or medical condition is covered.

Furthermore all clients with pre-existing medical conditions including disabilities must have emergency evacuation coverage, and bring a copy of this cover with them on their holiday. In the event a client has an emergency and we do not have evidence of coverage in our possession, we of course will act in good faith and do all we can to get the client to adequate care. The client accepts responsibility for full reimbursement of our costs in such an eventuality.

9. PASSPORTS AND VISAS

As travelling to Bimini normally involves passing through the USA, non US citizens should be aware of visa and entry requirements for them. The Commonwealth of the Bahamas does not require entry visas for the EU, the USA and several other countries. Check <http://www.bahamas.gov.bs> for details.

It is solely your responsibility to ensure compliance with the entry requirements for USA and the Commonwealth of the Bahamas including any local or global travel related health regulations, and no refunds will be made if improper documentation results in your being denied entry into either country.

10. DELAY

WildQuest is not responsible for delays in flights at any stage of travel to and from Bimini nor delays in obtaining health test results or other clearances required by airlines, governments or other relevant authorities, other than itemised in Clause 6B above.

11. DATA PROTECTION POLICY

In order to process your booking we need to use the information you provide. We may pass on relevant information to travel providers in respect of travel to and from Bimini where we are assisting you with those arrangements. Therefore in making a booking for you, you consent to this information being passed to the relevant persons. The company will hold your information and may use it in future to inform you of offers electronically. If you do not wish to receive such approaches please tell us so we can comply. We can provide you with a copy of your information held by us. We will charge a small fee for such documents.

12. TRAVEL INSURANCE

For your own safety, well-being and financial protection, it is essential that you are adequately insured. All material facts likely to affect your insurance must be declared to your insurer at the time of booking. If you make a booking and then have to cancel it because you are unable to arrange appropriate insurance you will be liable for all costs (See section 6).

This insurance should cover trip cancellation/interruption, including inability to travel or cancellation by WildQuest due to severe weather, emergency evacuation coverage, pandemic or other force majeure, and should cover your total program costs.

In the light of the recent global pandemic, it is particularly important that you obtain a full insurance policy that covers against pandemic related risks such as 'Cancel For Any Reason' or CFAR policies. Failure to arrange appropriate travel insurance is entirely your responsibility and will not change either party's obligations under these Terms and Conditions.

You are therefore responsible for providing your own travel/cancellation insurance. If you do not secure travel insurance, you accept that you are responsible for all non-refundable charges including as per Clause 6 above and additionally undertake to make full refund to WildQuest for any costs expended on your behalf before, during or after your retreat program.

13. CHANGES TO THE PROGRAM

Mother Nature - the weather and the Dolphins - are not under our control and sometimes it may be necessary to make changes to the program, accommodations or boat. We are not responsible for any consequences arising from such changes, cancellations or delays of programs. In particular, failure to see particular species of wildlife will not be a breach of contract on our part.

14. PHOTOGRAPHIC RELEASE

You agree to WildQuest copyrighting photographs and/or videos that have been taken of you, or in which you may be included with others, and to use and/or publish the same in whole or in part for any other purpose whatsoever, including advertising and promotions.

15. WAIVER OF LIABILITY

In making this booking, you acknowledge and understand the extent of this contract, and hereby agree and will absolve and hold harmless WildQuest Limited, WildQuest International Limited, WildQuest Retreats Inc. and 410 Charter Inc. and their Directors, Captain, Crew, Volunteers and any other parties connected with WildQuest in any way, singly, or collectively from and against any blame or liability for any injury, misadventure, harm, loss, inconvenience or damage suffered or sustained while participating in WildQuest Dolphin Swim Programs.

16. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

You further acknowledge and understand that you will be required to sign the [Contractual Assumption Acknowledgement of Risks And Liability Waiver And Release Agreement](#) on arrival in Bimini as a condition of participating in the Wildquest Dolphin Retreat Program.

17. JURISDICTION

Wildquest Limited, registered in England number 06056773 acts as agent for Wildquest International Limited. These Terms and Conditions are governed by the laws of England.