

## BOOKING CONDITIONS FOR WILDQUEST DOLPHIN SWIM PROGRAM

These Booking Conditions form the basis of your contract with WildQuest Limited of Unit 5C Yeo Vale, Lapford, Crediton, Devon EX17 6YQ, 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 (e.g. by ticking the relevant tick box on the WildQuest web site) or signed and returned a hard copy of our Booking Form 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 PRICE

Where your payment is for the retreat, flight and extras, your payment:

INCLUDES	DOES NOT INCLUDE
<ul style="list-style-type: none"> <li>• All accommodations (Sunday night in Fort Lauderdale and five nights on the island based on double occupancy).</li> <li>• Boat trips (5 days out weather permitting).</li> <li>• Most meals (but see what's not included).</li> <li>• Group sessions will be offered each day depending on the focus of your particular retreat.</li> <li>• Shuttle transfer from the hotel to the airport on the Monday morning, when travelling with the group.</li> <li>• Airport transfers on the island upon arrival on Monday and upon departure on Saturday, when travelling with the group.</li> <li>• Complimentary use of kayaks and bicycles.</li> <li>• Wifi connection, where available.</li> <li>• Drinking water.</li> <li>• Hot beverages at WildQuest Retreat.</li> </ul>	<ul style="list-style-type: none"> <li>• Travel costs to/from Fort Lauderdale, Florida.</li> <li>• Travel costs to/from Bimini - \$390.</li> <li>• Crew gratuities 10% - 15% of the retreat cost.</li> <li>• Single room and ocean view room upgrade. Call us for details.</li> <li>• Sunday night dinner in Fort Lauderdale and one group dinner out on Bimini.</li> <li>• All individual body work sessions - \$95 for an hour.</li> <li>• Rental of snorkel equipment - \$25/set or \$10/fins.</li> <li>• Retreat photos when available - \$65.</li> <li>• Bahamas departure tax - \$29. Subject to change. This must be paid in cash on departure from Bimini.</li> <li>• Bahamas airport tax - \$32 (includes Civil Aviation screening fee of \$7). Subject to change.</li> <li>• Travel insurance (for questions call the reservations office).</li> </ul>

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

### 3. PAYMENTS

Where your payment is for the retreat, flight 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, natural or nuclear disaster or fire.

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 YOUR BOOKING

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 commencing up to one year from your original program date.
- Replacements made 61 days or more prior to program will have a charge of 15% of the total program cost. After this time replacements are not possible.

All cancellation, rescheduling and replacement charges are based on the total cost of the WildQuest program. Please note that if you have booked extra nights at the Fort Lauderdale Hotel, these may only be re-scheduled or refunded up to 14 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. MEDICAL PROBLEMS/DISABILITIES

If you have a medical condition or disability which may affect your participation, you must tell us before confirming your booking 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.

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 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 full details.

It is solely your responsibility to ensure compliance with the entry requirements for USA and the Commonwealth of the Bahamas, 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.

## 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 cancellation by WildQuest due to severe weather, emergency evacuation coverage and also should cover your total program costs. 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 expenses and undertake to make full refund to WildQuest for any costs expended on your behalf.

## 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.

**If you are printing and returning this form please complete the following signature section:**

I, \_\_\_\_\_

(Please print your full name)

- have read and agreed to the above WildQuest terms and conditions and understand the policies relating to cancellation and rescheduling of program
- agree to pay in full for services requested
- accept full responsibility to provide my own travel/cancellation insurance and undertake to make full refund to WildQuest for any costs expended on my behalf

Signature \_\_\_\_\_ Date \_\_\_\_\_