

## BOOKING CONDITIONS FOR WILDQUEST WHALE SWIM PROGRAM

These Booking Conditions form the basis of your contract with WildQuest Limited of PO Box 86, Crediton, Devon EX17 6WU, 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:

- 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
- made the appropriate payment and
- 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

INCLUDES	DOES NOT INCLUDE
<ul style="list-style-type: none"> <li>All group activities.</li> <li>Accommodation aboard "M/V Turks and Caicos Explorer II" for 7 nights from Saturday March 26th 2022 to Friday April 1st 2022. You'll be leaving the boat on Saturday April 2nd 2022 in the morning.</li> <li>All the meals and snacks from Saturday March 26th dinner to Saturday April 2nd breakfast.</li> <li>All coffee, tea, juices, alcoholic (limited to well spirits, beer and wine) and non-alcoholic beverages (limited selection)</li> <li>Six days on the Silver Bank connecting with the whales.</li> <li>An extra Friday morning with the Whales. We'll leave from the Silver Banks after lunch.</li> </ul>	<ul style="list-style-type: none"> <li>Your flight to/travel to Ocean World Marina, Puerto Plata, Dominican Republic.</li> <li>Marine Sanctuary fee \$400, payable upon arrival at the boat - cash preferred.</li> <li>Fuel surcharge of \$450, payable upon arrival at the boat - cash preferred. Subject to change.</li> <li>You must bring your own mask, snorkel, fins and wetsuit. There are some rentals. If you want to rent then please do let us know beforehand and we will arrange it.</li> <li>Travel/Cancellation Insurance (see below).</li> <li>Gratuities.</li> </ul>

### 3. PAYMENTS

A 25% deposit is required at the time your reservation is confirmed. Full payment must be made 90 days prior to the program commencement date. Reservations made within 90 days prior to the program commencement date must be paid in full.

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 fax or 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 91 days or more prior to program, 25% of the total cost is non refundable.
- Cancellation of reservation received 90 days or less prior to program, 100% of the total cost is non refundable.
- Reschedule of reservation is only possible with 91 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. The rescheduled program would have to be a dolphin swim program in Bimini within this time scale, as we do not have any more whale trips planned at this time.
- Replacements made 91 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 and rescheduling charges are based on the total cost of the WildQuest 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 contract.

#### 8. ABILITY, AGILITY & PRE-EXISTING MEDICAL CONDITIONS

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.

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**

It is solely your responsibility to ensure compliance with the entry requirements for Dominican Republic, and no refunds will be made if improper documentation results in your being denied boarding or entry into the country. You need two blank pages in your passport.

## **10. DELAY**

WildQuest is not responsible for delays in flights at any stage of travel to and from Dominican Republic.

## **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. 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 and send you brochures by mail or 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 and should cover your total program costs. You are therefore responsible for providing your own travel/cancellation insurance.

## **13. CHANGES TO THE PROGRAM**

Mother Nature, including the weather and the Whales, who are free, 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 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 and WildQuest Retreats 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 Whale Swim Programmes.

## 16. SUB CONTRACTUAL FORMS

The booking of this trip is subject to completing and accepting the Application and Release documents of Aquatic Adventures and Explorer Ventures. The Aquatic adventure [Application form can be downloaded here](#) and the [Release document here](#). The [Explorer Ventures Release form can be downloaded here](#). The forms should be sent completed to our Reservations office within three weeks of making the booking.

**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 \_\_\_\_\_