

# terms & conditions 2014



Please read carefully these terms and conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions, which constitute the agreement between Yomads (a division of World Expeditions Monde Limited trading as World Expeditions) and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by Yomads.

In these terms and conditions reference to "Yomads representatives" means tour leaders and staff of Yomads and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

## 1. How to Book

To reserve your place on one of the tours, you should complete the Booking Form together with a non-refundable deposit of \$250 per person per trip. Some trips require a non-refundable additional deposit or instant payment for a permit. In these instances refer to the individual trip notes for details.

## 2. Payment

The prices quoted are for payment by cash, cheque, money order or credit card. Trip prices are subject to minimum numbers. A supplement may apply for trips below minimum numbers. The balance of the tour price is payable to Yomads 70 days prior to departure. Prices are quoted in US dollars to USA residents and Canadian dollars to Canadian residents (unless otherwise specified) and all payments must be made in the respective currency. If payment of the balance of the tour price is not received by Yomads by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 will apply.

## 3. Amendments/Transfers/Cancellations

**AMENDMENTS:** If you wish to make amendments to your tour arrangements, you must notify Yomads in writing. Each amendment to your tour arrangements will incur a \$50 administration fee and you will be liable for any increase in airfares or operational expenses occasioned by the amendment. All administration fees must be paid before departure.

**TRANSFERS:** If you wish to transfer from one tour to another, you must notify Yomads in writing. Once Yomads receives your notice the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- if your notice is received more than 70 days prior to your original departure date a \$100 transfer fee will apply. In addition, any increase in airfares or operational services will be payable by you; or
- if your notice is received within 70 days prior to your original departure date 50% of your original tour price will be forfeited provided your notice is received at least 35 days prior to your original date, otherwise 100% of your tour price will be forfeited. Note: Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of Yomads, however, the transfer of a trip from one person to another is not permitted.

## 4. Cancellations

If you wish to cancel your tour, you must notify Yomads in writing. Once Yomads receives your notice, cancellation will take effect subject to the following:

- if cancellation takes place more than 70 days prior to your departure date your full deposit will be forfeited.
- if cancellation takes place between 70 & 35 days prior to your departure date 50% of the tour price will be forfeited.
- if cancellation takes place less than 35 days prior to your departure date 100% of the tour price will be forfeited.

The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to Yomads by you, may be recovered from you by Yomads as a debt due and payable.

## 5. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our fitness training recommendations listed under the Sweat Level on the Yomads website. For some of our tours you will be required to submit a medical questionnaire completed by you or your doctor as proof that you are fit enough to participate in the tour. If you have booked a tour graded 'Easy, Moderate or Hardcore' the only time that a medical questionnaire will be required by your doctor is where you have a pre-existing medical condition or are unsure about your physical or medical fitness for a specific trip requiring a medical opinion. Otherwise, you should complete the form yourself and return it to your nearest Yomads office. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility. Yomads reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

## 6. Medical Disclosure

You declare and warrant that

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to Yomads every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Yomads' decision to permit you to go on the adventure tour;
- immediately upon any adverse change in your health or fitness that may be likely to affect Yomads' decision to permit you to go on the adventure tour, you will notify Yomads in writing of any such adverse change;
- Yomads are permitted to disclose medical information to our consultant doctor.
- Yomads' consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.
- If you fail to comply with the duty of disclosure in this condition and if Yomads would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, Yomads will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

## 7. Tour Leaders

Yomads reserves the right to cancel any tour prior to departure. In this condition, 'tour leader' includes both the nominated tour leader and any other nominated person given at any time the task of leading the tour.

-Yomads' tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he/she may exclude you from the tour. In this event, but subject to condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

## 8. Cancellation due to tour booking numbers

Yomads reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

## 9. Route changes, Postponement, Cancellation or Delay

Yomads reserves the right to:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes; or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of Yomads, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of Yomads, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by Yomads. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. Yomads also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event, condition 4 applies as if you had transferred or cancelled the tour at the date that Yomads cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

## 10. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by Yomads. The information contained in Yomads' brochures, itineraries, and internet site is, to the best of Yomads' belief, correct at the date of publishing.

## 11. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with Yomads, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to Yomads that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate in.

## 12. Proof of citizenship or information required to travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is a requirement of many countries that your passport is valid for six months beyond the date of your return home to your home country.

## 13. Airlines and other transport providers

A material published by Yomads, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services may be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by Yomads. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

## 14. Tour Prices

Yomads tries its utmost not to increase tour prices, however sometimes increases are outside its control. The most current prices will be listed on the Yomads website so visit the website before booking. Yomads reserves the right to amend tour prices without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

## 15. Exclusions from tour price

Without limitation, the following items are excluded from the tour price:

- personal travel insurance;
- visa, passport and vaccination charges;
- departure, airport and airline taxes and on some tours internal domestic flights;
- extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature; emergency evacuation and/or emergency search charges;

• Optional tours or activities

•additional expenses caused by delay, accidents or disruption of planned itineraries; •tips, onboard beverages and excess baggage charges. Refer to our tour notes for full details.

## 16. Force Majeure

If Yomads is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside Yomads' reasonable control, Yomads will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 9.

## 17. Assumption of risk

You acknowledge and agree that:

- by the very nature of adventure travel and trekking, cycling and water based activity holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death;
- in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and
- you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself that information or advice.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## 18. No Liability

You acknowledge and agree that:

- where Yomads acts as a booking agent for third-party tour operators it accepts no liability for the acts or omissions of those third-party tour operators and does not authorise any suppliers including hotel management to promise refunds on our behalf; and
- operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Yomads; and
- Yomads will not be liable for any breach of any law by any person with whom you travel on the tour; and
- you may not rely on any representations concerning the tour made by Yomads which are not contained in these conditions.

## 19. Release and discharge from all claims

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all Yomads representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise

- out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of Yomads representatives, or
- in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by Yomads representatives in arranging such optional activities will not render the Yomads representatives liable to you in any way.

## 20. Privacy

You permit Yomads to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to Yomads representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

## 21. Waiver

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

## 22. Severance of conditions

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 23. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of Ontario. In the case of a contract signed in the province of Quebec the rights and obligation of the parties will be construed and take effect in accordance with and be governed by the laws of Quebec.

Should any conflict arise out of the application of the present contract, the Court of the province of Ontario will, at the exclusion of any other jurisdiction, proceed with all claims arising.

Should any conflict arise out of the application of the present contract, the Court of the province of Quebec will, at the exclusion of any other jurisdiction, proceed with all claims arising out of the contract signed in the province of Quebec.