



## Terms and Conditions: 2020

### 1. Booking and payment

To book one of our small-group fixed departure or custom adventures please complete the online booking form on our website. Your full details will also be communicated and confirmed by general email.

**Payment can be made by bank transfer (NETT of all bank charges), TransferWise or PayPal.**

By making the booking you accept that you have the authority to bind all members of your party to these terms and conditions. In all cases (except a booking made 30 days or less before departure date) a deposit of 30% will be required to secure a booking. The balance payment shall be paid 30 days prior to departure date and the balance due date will be included in the confirmation invoice. If the balance payment is not received by the due date we reserve the right to cancel your booking and your deposit will be forfeited.

**Any booking made less than 30 days prior to departure will require full payment upon booking.**

### 2. Alterations by you

If, after booking confirmation for one of our customized trips you wish to make changes to the dates or content of your trip we will do our utmost to assist you but we cannot guarantee that this will be possible. If we can make the requested changes you will be responsible only for any additional costs incurred by making the requested changes. No amendment can be made less than 30 days prior to departure.

If a member of a party is prevented from taking a trip, they may transfer the booking to another person, subject to our prior approval. You will be responsible for any increased charges arising from changes to the original arrangements.

If any alterations or postponements are required specifically due to Covid-19 related factors, then once again, while we cannot guarantee that this will be possible, we will do our utmost to make the required changes at no extra cost. Some additional costs may however be unavoidable, and, if so, you will be responsible for these increased charges.

**Please note that no scheduling changes can be made to our regular fixed departure trips.**

### 3. Cancellation by you

- If you cancel your booking more than 90 days prior to departure your deposit will be fully refunded less a USD 200 administration fee. You also have the option of keeping the deposit amount on credit with Whistling Arrow to be used within 12 months.

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**WHISTLINGARROW**

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- If you cancel your booking between 30 and 90 days prior to departure you will forfeit your deposit. The full deposit amount will be kept on credit to be used within 12 months.
- Deposits are transferable so you are free to find a replacement for your place on a trip and have them pay you the deposit funds that you paid to Whistling Arrow.
- If you cancel your booking less than 30 days prior to departure you will lose 100% of the total price of your booking. 50% of the total amount will be kept on credit to be used within 12 months.
- There will be no refund if a person(s) leaves the adventure en-route. No credits available.

Please note that if the reason for your cancellation is covered under the terms of your insurance policy you may be able to recover some or all of the cancellation charges.

- **Finally, please note that if any trip is unable to run specifically due to Covid-19 related factors, then, wherever possible, your booking deposit (or indeed your full payment) will be transferable in full, to be used on any of our future trips, in perpetuity.**

#### 4. Alterations by Whistling Arrow Limited

Occasionally, we will have to make changes to your travel plans and we reserve the right to do so. If the change is minor we will do our best to notify you in advance of departure.

In exceptional circumstances a major change may have to be made that can reasonably be expected to have a material effect on your trip. If we make a major change to a trip we will inform you as soon as possible and offer you the choice of accepting the alternative arrangements or arranging a different trip.

Whistling Arrow Limited is not responsible for non-recoverable expenses incurred by you such as airline tickets, visas etc.

#### 5. Cancellation by Whistling Arrow Limited

While we hope it will never be necessary to cancel your trip, it may in exceptional circumstances be unavoidable. If so, we will do our best to offer alternative arrangements. Whistling Arrow Limited is not responsible for non-recoverable expenses incurred by you such as airline tickets, visas etc.

Whistling Arrow Limited will not accept liability if we are forced to materially change or cancel your trip by 'force majeure'. Such events include but are not limited to war, threat of war, civil disturbance, terrorist activity, industrial disputes, technical problems with transport, natural disaster, pandemics e.g. Covid-19, adverse weather conditions, closure of airports etc.

- **Please note that if any trip has to be cancelled specifically due to Covid-19 related factors, then we will postpone the trip dates and, wherever possible, transfer your deposit (of full trip payment) without penalty to the newly scheduled dates. If, there are mitigating circumstances that preclude you from participating in the postponed trip then we will credit your deposit (or full trip payment) against any of our future trips, in perpetuity.**

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## 6. Prices

Occasionally prices change due to increases in taxes, transportation and accommodation costs, exchange rates etc. In very exceptional circumstances Whistling Arrow Limited reserves the right to increase the price of a trip accordingly, but only up to a surcharge of 5 % of the original price.

## 7. Refund of unused services

Refunds may be made at our discretion in respect of accommodation, transportation, excursions or any other services that are included in the trip price but not utilized or availed of by you due to unforeseen circumstances.

## 8. Travel delays

There are occasions when delays to flights and other transportation occur. Whistling Arrow Limited cannot accept responsibility for such events and do not provide for meals, overnight accommodation or any other costs incurred by such delays.

## 9. Our responsibility

Whistling Arrow Limited will take all reasonable precautions to minimize the risk of the services and trips provided. However, many are inherently dangerous and operate in remote areas. As such, **Whistling Arrow and its suppliers cannot guarantee your safety 100% and do not accept liability either directly or indirectly for any injury, illness, death, loss, damage, delay, expense or claim of any description.**

## 10. Your responsibility

**It is your responsibility that you and all your party have valid passports and appropriate visas. You and your party must also have a comprehensive travel insurance policy to cover you before, during and after your trip.** This must include emergency evacuations, repatriation, hospitalizations, medical claims, trip cancellations, loss of baggage etc and cover all of your scheduled activities. Any losses or medical services/treatment for example not covered under your medical and travel insurance policy will need to be paid by you.

It is also your responsibility to ensure that you are sufficiently fit to participate in your chosen trip and to notify us as to any material changes to your health and fitness. Please note that elements of our adventures can be emotionally and physically demanding and require a pro-active and flexible mindset as well as an ability to embrace changing and challenging circumstances.

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