



## **Berber Rafting LTD TERMS & CONDITIONS**

Adventure activities (including Rafting, Trekking) are by their nature, inherently dangerous sports. Berber Rafting Ltd will take every precaution to ensure your safety and enjoyment, please be aware that accidents can happen. Because much of the adventure experience occurs in remote locations, access to medical care can be limited. In addition, for these same reasons, there is always the possibility of a disruption of travel plans. These Terms and Conditions define your rights and obligations. Please read them carefully.

### **Booking Conditions**

#### **How to book:**

1. You can reserve your trip by contacting Berber Rafting Ltd directly by email. Berber Rafting Ltd will confirm your reservation by e-mail, which indicates our acceptance of your reservation.
2. At the time of reserving your trip we require a completed booking form along with applicable trip deposit. This deposit is per person. The balance must be paid at least 60-days prior to the scheduled departure date of the trip. If the balance is not paid within this time, Berber Rafting Ltd reserves the right to cancel your booking without further notice to you. Bookings made within 60-days of the departure date must be paid in full at the time of the booking. If you require special arrangements, please contact Berber Rafting Ltd direct. Any special payment arrangements must be approved by Berber Rafting Ltd in advance.
3. If you wish to cancel your trip, you must notify Berber Rafting Ltd directly in writing. Any cancellation will be accepted as of the date of receipt by Berber Rafting Ltd of your written notification.

#### **Cancellation by client:**

4. The following time frames govern Berber Rafting Ltd's obligation to refund any payments made by you for the trip:

*More than 60-days prior to departure*  
Deposit not refunded. All other payments refunded.

*Less than 60-days prior to departure:*  
Deposit not refunded. Balance of payments refunded only if Berber Rafting Ltd is able to re-sell your booking.

5. If you cancel your booking less than 60-days prior to departure, Berber Rafting Ltd will make every reasonable effort to re-sell your booking. However, Berber Rafting Ltd is under no obligation to take any extraordinary measures to try to fill your spot on the trip. You may, at your own expense, try to sell the booking yourself. In such a situation, Berber Rafting Ltd will accept a transfer of your reservation subject to the following additional conditions:

- you must notify Berber Rafting Ltd no later than 21-days prior to the departure date of the transfer of your reservation;
- the transferee must accept these Terms and Conditions;
- you remain responsible for any outstanding payment obligations;
- you are responsible for any additional payments that must be incurred by Berber Rafting Ltd as a result of the transfer of your reservation;
- the transferee is responsible for making any other arrangements necessary for their participation in the trip, including, but not limited to, obtaining any necessary travel authorizations or visas;
- under no circumstances will Berber Rafting Ltd be responsible for any problems caused as a result of the transfer of your reservation, including, but not limited to, disruptions in travel, payment arrangements made between you and the transferee, failure of transferee to obtain any necessary travel documents.

#### **Alteration by Berber Rafting Ltd:**

6. Berber Rafting Ltd makes arrangements for these trips many months in advance. As a result, Berber Rafting Ltd must reserve the right to make alterations to the trip, both before and after booking (and in some cases, while actually on the trip). Most of these changes will be minor, and, in all cases, you will be advised at the earliest opportunity. If a significant change occurs, you will have the choice of either accepting the change, purchasing another trip from Berber Rafting Ltd (if this involves a difference in price, you are responsible to pay any increase and Berber Rafting Ltd will refund any decrease), or cancelling your trip and receiving a full refund. A change in flight time, carrier, type of aircraft, or destination airport will not constitute a "significant" change. If a minor change occurs within 60-days of the departure date and results in additional expenses to you, Berber Rafting Ltd will compensate you for any such reasonable expenses up to £30 per person. To claim such compensation, you must submit to Berber Rafting Ltd receipts for such expenses within 14-days of the conclusion of your trip. No refunds or compensation will be payable for minor changes, and no claim for compensation or expenses will be accepted.

7. Sometimes changes to the trip may be caused by forces completely beyond Berber Rafting Ltd's control. Berber Rafting Ltd does not accept responsibility for delays or cancellations caused by war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, technical problems with transport, closure or congestion of airports or ports, adverse weather conditions, acts of God, and similar events beyond Berber Rafting Ltd's control.

**Cancellation by Berber Rafting Ltd:**

8. Sometimes it may be necessary to cancel your trip. However, in no cases will we cancel a trip less than 14-days prior to departure except for reasons outside our control, including, but not limited to, reasons such as those described in paragraph 7, your failure to pay all amounts due as detailed in these Terms and Conditions, or any other failure by you to comply with these Terms and Conditions. Berber Rafting Ltd further reserves the right to cancel any trip within 14-days of the departure date if an insufficient number of people have booked your chosen trip, or if cancellations by other participants cannot be re-booked, thereby causing an insufficient number of people on the trip. Where we are forced to cancel a trip, except in the case of failure to pay all amounts owed, you may choose to accept a full refund, or transfer your reservation to another trip offered by Berber Rafting Ltd. In the event you choose to participate in another trip, you will be required to pay any difference in purchase price (if the amount of the second trip is greater than the first) or Berber Rafting Ltd will refund any difference in price (if the cost of the second trip is less). All other Terms and Conditions will remain the same with regard to a new trip reservation. In very unusual situations, Berber Rafting Ltd may be forced to cancel a trip after the departure date for reasons beyond our control as detailed in paragraph 7. In such situations, there can unfortunately be no refunds or compensation of any amount.

9. The prices of trips are subject to change. As a condition of your reservation, you agree to pay any change in the cost of the trip that is beyond Berber Rafting Ltd's control, up to 10% of the original price quoted to you. Any increase in the cost of a trip beyond 10% of the original price quoted to you will constitute a "substantial change" in the terms of the trip, thereby entitling you to those rights detailed in paragraph 6. If you choose to continue with the trip booked, you will be responsible for the increase in cost. Any such increase in cost payable by you must be paid within 14-days of notification to you of the increase, but in no event less than 10-days prior to the departure date. Examples of increased costs beyond the control of Berber Rafting Ltd includes, but is not limited to, currency devaluation's, increased costs of third party providers of services such as transportation and taxes.

**Safety:**

10. Berber Rafting Ltd takes every precaution to ensure the safety of all participants. However, by undertaking a trip with Berber Rafting Ltd, you are assuming the risk of any injury, including death. To help in minimizing the risks to all involved, you are required to follow all instructions of Berber Rafting Ltd and partners' employees. Failure to follow any instructions or recommendations is at your own risk. Berber Rafting Ltd, its employees and partners' employees cannot be held responsible for any injury caused to you, or by you to others, resulting from your failure to follow an instruction(s) or recommendation(s). If your failure to follow any instruction(s) or recommendation(s) causes an increase in risk, or threatens the safety and enjoyment of others on the trip, Berber Rafting Ltd reserves the right to take all reasonable steps to ensure the safety of the other participants, up to and including, immediate termination of your participation in the trip.

11. The activities you will be engaged in do often require a reasonable level of physical fitness and agility. Berber Rafting Ltd reserves the right to reject your booking if your physical condition poses a potential threat to the safety of your self or other participants. If you are unsure of your ability to participate, you should contact Berber Rafting Ltd and/or speak with a physician prior to booking a trip. If you have already booked a trip and are subsequently unable to participate because of your physical condition, any change or cancellation to your trip is subject to the provisions otherwise detailed in these Terms and Conditions. Your failure to clear your ability to participate in the trip with Berber Rafting Ltd, as detailed herein, and our subsequent determination that your condition poses a significant safety risk, shall not constitute a "substantial change" as defined in paragraph 6. If you require medications, you should ensure you take enough with you to last the trip. Any medication you take with you is your responsibility.

**Insurance:**

12. Your reservation of a trip with Berber Rafting Ltd does not include insurance of any type. All types of insurance are your responsibility, and you are encouraged to obtain appropriate insurance for your personal belongings, trip interruption, medical and legal expenses, and personal liability as you deem necessary. You should consult with a travel agent prior to departure for the best type of insurance for your needs. Although we will take all steps to help you if you get into a difficult situation, Berber Rafting Ltd cannot be held responsible for your failure to secure appropriate insurance.

13. All luggage and personal effects are at all times your own responsibility.

14. Berber Rafting Ltd will not be responsible for any loss, delay or costs connected with adverse weather conditions.

15. When you utilize other transportation, not under the direction or control of Berber Rafting Ltd, the terms and conditions of carriage of that carrier shall apply, some of which will limit or exclude liability. Some conditions of carriage are governed by international agreements between countries.

**Disputes with Berber Rafting Ltd:**

16. By making the reservation for a trip with Berber Rafting Ltd, you agree to be bound by these Terms and Conditions.

17. These Terms and Conditions and any contract to which they apply are governed in all respects by Dutch Law and they shall be subject to the exclusive jurisdiction of the courts of The Netherlands.

18. If any part of these Terms and Conditions is determined by a court to be unenforceable, the remainder of the Terms and Conditions shall be unaffected and shall continue in full force and effect.

I.....agree to be bound by these Terms and Conditions.

Date: .....

Name: .....

E-mail: .....

Emergency contact: .....

Signature: .....

