



## BOOKING CONDITIONS FOR WILDQUEST 2010 DOLPHIN 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 you and others on your booking form the terms of these booking conditions. A contract will exist with us only after you have (a) signed our Booking Form, (b) made the appropriate payment and (c) we issue a Confirmation Invoice verifying the details of your booking. You must contact us immediately if any information which appears on the Confirmation Invoice 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 if we are not notified of any inaccuracies in any document within 10 days of our sending it out.

### 2. PROGRAM PRICE

INCLUDES	DOES NOT INCLUDE
<ul style="list-style-type: none"><li>• All accommodations (Sunday night in Fort Lauderdale and five nights on the island).</li><li>• Boat trips (5 days out weather permitting).</li><li>• Most meals (but see exclusion below).</li><li>• Group activities.</li><li>• Shuttle transfer from the hotel to the airport on the Monday morning.</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.</li></ul>	<ul style="list-style-type: none"><li>• Travel costs to Miami/Ft. Lauderdale.</li><li>• Return air travel between Florida and Bimini</li><li>• Sunday night dinner in Fort Lauderdale and group dinner out on Bimini.</li><li>• Single room and ocean view room upgrade where applicable.</li><li>• Any individual holistic sessions you book.</li><li>• Rental of snorkel equipment</li><li>• Bahamas departure tax.</li><li>• Gratuities.</li><li>• Travel Insurance</li></ul>

### 3. PAYMENTS

A 25% deposit is required to confirm your booking. 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. Payment may be made using Visa, M/C, debit/credit card, personal check, cashiers or wire transfer.

- **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 program booked.

### 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, the program 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.

WildQuest Limited. Registered in England #6056773  
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Wildquest Limited is a UK corporation acting as travel agent on behalf of WildQuest International Limited

## **6. CANCELLING YOUR BOOKING**

If you have to cancel, please inform us by telephone, 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 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.

## **7. SPECIAL REQUESTS**

Although we will do our best to accommodate them, we cannot guarantee any special requests made after a booking is confirmed. Failure to meet any special request will not be a breach of 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 program. 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 programs 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 on the same program. We further reserve the right to cancel any program 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 program 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. As all clients should have adequate and appropriate travel insurance, we may insist on evidence that the disability or medical condition is covered.

## **9. PASSPORT AND VISAS**

As travelling to Bimini may involve 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.thebahamasguide.com/travel/visa.htm> 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 boarding or 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 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. If you would like a copy please write to 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 responsible to provide your own travel/cancellation insurance. It is quite reasonable in cost and details are on our website.

### 13. CHANGES TO THE PROGRAM

Mother Nature, including the weather and the Dolphins, 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 Dolphin Swim Programs.

I, \_\_\_\_\_  
( Please print your Full Name )

- \* have read and agree to WildQuest policies relating to cancellation and rescheduling of program
- \* agree to pay in full for services requested or reserved and accept the above terms and conditions
- \* accept full responsibility to provide my own travel/cancellation insurance

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