



Whale and Dolphin Wisdom Retreats, LLC.

## Terms and Conditions

These Booking Conditions form the basis of your contract with Whale Wisdom Retreats, LLC. 555 N. El Camino Real, San Clemente, CA 92672. In these Booking Conditions, 'you' and 'your' means all persons named on the booking payment form (and anyone added at a later date) and 'we', 'us' and 'our' means Whale Wisdom Retreats, LLC. ("WWR").

### 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 payment form the terms of these booking conditions. A contract will exist with us when you have:

1. Made the appropriate payment and
2. 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. 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 retreat.

### 3. 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, WHO declared emergency, natural or nuclear disaster or fire.

For the avoidance of doubt, this will include effects of such aforementioned events and in particular government imposed travel restrictions. It is especially important therefore that you purchase appropriate travel insurance.

In particular, this is a wilderness experience subject to weather conditions. WWR 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.

#### 4. CANCELLING/RESCHEDULING YOUR BOOKING

If you have to cancel, please inform us by e-mail. No cancellation can be considered accepted until receipt of your email and a confirmation email sent by us.

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.

All cancellation, rescheduling and replacement charges are based on the total cost of the WWR program and on the start date of the original booked

retreat. For the avoidance of doubt, only one rescheduling or replacement is permissible per booking, and must be made 61 or more days prior to the start date of the original booked retreat.

Please note that if you have booked extra nights, these may only be re-scheduled or refunded up to 21 days prior to the starting date of your program.

## 5. 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 this contract.

## 6. 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 retreat. 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 retreats 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 retreat. 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 coverage with them on their retreat. 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.

## 7. PASSPORTS AND VISAS

As travelling to some of our retreats that are located in foreign countries. You agree to have your passport in time for the retreat with at least 6 months before the expiry date.

It is solely your responsibility to ensure compliance with the entry requirements for each country you enter or transit through to attend the retreat. No refunds will be made if improper documentation results in your being denied entry into any country.

## 8. DELAY

WWR is not responsible for delays in flights at any stage of travel to and from the retreat.

## 9. 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 the retreat 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

electronically. If you do not wish to receive such approaches please tell us so we can advise our providers, although we have no control over their policies.

## 10. 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 4). This insurance should cover trip cancellation/interruption, including cancellation by WWR due to severe weather, emergency evacuation coverage, and also should cover your total program costs. You are therefore responsible for providing your own travel/cancellation insurance. If you do not secure travel insurance, you accept that you are responsible for all non-refundable expenses and undertake to make full refund to WDWR for any costs expended on your behalf.

## 11. CHANGES TO THE PROGRAM

Mother Nature – the weather and the Dolphins and Whales – 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 changes, cancellations or delays of programs. In particular, failure to see particular species of wildlife will not be a breach of contract on our part.

## 12. PHOTOGRAPHIC RELEASE

You agree to WWR 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.

### 13. 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 Whale Wisdom Retreats LLC, and their Directors, Leaders, Guides, Captain, Crew, Volunteers and any other parties connected with WDWR 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 any Whale and Dolphin Wisdom Retreats.

Whale and Dolphin Wisdom Retreats

Whale Wisdom Retreats LLC

555 N. El Camino Real #A160

San Clemente, CA 92672

Registered in the state of California, USA