

Howling Wolf Adventures

Youth Terms and Conditions

1. The Contract

All persons will be bound by the conditions which follow upon payment of the deposit or full payment. The person named on the application form is hereafter referred to as the client. All bookings made with Howling Wolf Adventures Ltd., "the company", which sells the tours described in this package. The service to be provided is/are the tour(s) referred to in the application form.

2. Payment/Acceptance of Booking

The application form must be completed and a deposit of \$500 CAD must be submitted. Acceptance of the clients booking must be confirmed in writing and it is only at this stage that a contract comes into existence. The balance of the tour price is due prior to April 30th, 2005. If this balance is not paid in time the company reserves the right to treat the clients booking as canceled. If the booking is made after April 30th, 2004 then the full amount is payable at the time of booking.

3. Cancellation by the Client

Any cancellation by a client must be in writing. The date on which the letter is received by the company will determine the cancellation charge applicable. Cancellations received prior to April 1st, 2005 will receive 50% of your deposit. Cancellations received after April 1st, 2005 forfeits the total deposit. Cancellations received after April 30th, 2005 forfeits the entire fee.

4. Cancellation of a Tour by the Company

The company reserves the right to cancel a tour for any reason, but will not cancel a tour less than 8 weeks before departure except for force majeure, unusual or unforeseen circumstances outside the company's control. When a tour is canceled the client may choose between a full refund of all monies paid or any alternative tour offered in lieu by the company. If the alternative tour chosen by the client is of a lower value then that originally booked then the client is entitled to a refund of the price difference.

5. Unused Services

There will be no refunds for unused services.

6. Flexibility

The client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication only of what each group may accomplish and not as a contractual obligation on the part of the company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseen circumstances.

7. Changes

- a. By the company: The company reserves the right to change any facilities, services or prices described in the brochure before the booking is made. If such a change is made the client will be informed at the time of booking. While the company will use its best endeavors to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the company. If the company makes a major change the company will inform the client as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting 50% of the itinerary. When a major change is made the client may choose between accepting the change, obtaining a full refund of all monies paid or accepting alternative tour offered in lieu by the company. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Should compensation be payable the scale will be as condition 5 above.
- b. By the client: You are only able to make a change to a confirmed booking arrangement more than 60 days before departure. Any extra costs will be charged. Transfer from one trip or date to another prior to 60 days from the tour dates is available (if space and guides are available) but are subject to a \$75 CAD/person charge. Transfers less than 60 days from date of tour dates are subject to the cancellation policy.

8. If you are Prevented from Traveling

The only circumstance when a client can make changes or transfer from one tour to another without penalty is if the client is prevented from traveling due to for example, serious illness, death or serious illness of a close family relative or jury service. Refusal of entry to Canada is not considered acceptable reason. Written proof and reasonable notice of the reason must be given. Under these circumstances only a client may transfer his/her booking to another person provided that person completes an application form, is suitable for the tour in question and pay any outstanding balance. There may be additional costs incurred which would be for the client to pay.

10. Acceptance of Risk

The client acknowledges that the nature of the tour is adventurous and that such holidays involve a significant amount of personal risk. Each client and their parent/guardian must sign a liability waiver.

11. Authority on Tour

At all times the decision of the company's tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. The client must at all times strictly comply with the laws, customs, foreign exchange and drug and gun regulations of Canada. Should the client fail to comply with the above, or should the client interfere with the well being of the group the tour leader or company representative may order the client to leave the tour without recourse to any refund.

12. Factors Outside the Company's Control (Force Majeure)

The company will do its best to minimize the effects of matters outside its control but cannot accept any liability for those matters which include political disputes, border closures, refusal of visas or entry, industrial action, delayed flights, unforeseeable climate, etc.

13. Insurance

Travel and medical insurance is necessary to protect your vacation investment. Cancellation due to circumstances other than those previously outlined or after the dates specified will result in forfeit of fees. Please consult your local travel or insurance agent to obtain insurance for your holiday.

14. Responsibility

All services herein are organized by Howling Wolf Adventures Ltd.. Notice is hereby given that all arrangements made on behalf of clients are made by the organizers on the sole condition that the organizers shall not be held responsible for any injury, death, accident, delay, loss, damage or irregularity which may be occasioned through acts of any company and or persons engaged in carrying out the arrangements or services described herein or otherwise in connection herewith. Howling Wolf Adventures Ltd. acts as an agent for hotels and other contractors and shall not be held liable for any injury, damage, loss, delay, or irregularity that may occur, including but not limited to, any defect in a vehicle or any other form of conveying a traveler, acts of God, detention, delays, or expenses arising from quarantine, strike, theft, force majeure, civil disturbance, government restriction or regulation, accident by aircraft, boat, bicycle, motor vehicle or any other form of transport or in any hotel or guest house, pension, or other form of accommodation. The information contained in this package is correct to the best of the organizers knowledge, but the organizers reserve the right to alter any itinerary or service at any time without penalty to the organizer. Any additional expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any client at the discretion of the organizer. Payment of deposit is taken as acknowledgment and agreement of the above items.

15. Claims and Complaints

If a client has a complaint against the company the client must first inform the tour leader or company representative whilst on the tour in order that the leader/representative can attempt to rectify the matter. Any further complaint must be put into writing to the company within 30 days of the end of the tour. This agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia. Any litigation involving the parties to this agreement shall be brought within the province of British Columbia.

16. Local Conditions

Due to political and cultural differences, as well as generally tougher physical conditions, travel to areas we visit involves risks other than those we take in our daily lives. It is important clients make themselves aware of the risks involved, and are responsible for making their travel plans accordingly.

17. Model Release

The parent/guardian and participant agrees to the use by Howling Wolf Adventures Ltd, pictures, name, or likeness of the participant, and quotes from letters we receive from the participant and/or their parent/guardian for promotional purposes.