**BOOKING CONDITIONS**

Your contract is with The Wayfarers (US) Inc., and is made under the exclusive jurisdiction of the US.

**BOOKING**

a) Your booking is upon the terms and conditions contained in these Booking Conditions, which represents the entire agreement between you and Wayfarers. Your booking is not accepted, and no Contract shall be deemed to exist between you and Wayfarers, until the date shown on the letter of confirmation.

b) No representation or statement made in the Wayfarers’ brochure or any of its promotional or other material shall form part of these Booking Conditions.

**CANCELLATION AND ALTERATIONS BY YOU**

Alterations and cancellations must be notified to Wayfarers in writing and commence from the date received by Wayfarers.

i) In the event that you wish to cancel your booking with Wayfarers, cancellation fees have been calculated which represent fair compensation to Wayfarers for the administrative and other expenses of processing the booking and cancellation and for the risk of being unable to resell the booking, as is described under the section “Cancellation” on this page.

ii) If the alteration involves the cancellation of accommodation previously reserved and confirmed, or if any alteration is requested less than 60 days before the walk date, Wayfarers reserves the right at its sole discretion to treat the alteration as a cancellation of the original booking (cancellation charges to apply) and as an application for a new booking.

**CANCELLATION AND ALTERATIONS BY THE WAYFARERS**

i) The Wayfarers reserve the right to cancel your walk for any reason. In this event, you may, at Wayfarers’ discretion, be offered the choice of an alternative of comparable or superior standard. If the alternative choice offered is not acceptable, Wayfarers shall refund the total monies received by Wayfarers from each person affected. Wayfarers shall not be liable for any consequential loss or damage arising from the cancellation, interruption, delay or alteration of to any walk. The Wayfarers is not responsible for any additional expenses that may be incurred in relation to a cancelled tour, travel delays, flight cancellations or non-refundable airline tickets.

ii) Wayfarers will be under no obligation or liability for any cancellation, interruption, delay or alteration of to any walk caused by act or threat of war (whether declared or not), riots, civil strife, terrorist activity, industrial disputes, discharge dispersal release or escape of pollutants, natural and nuclear disasters, fire, sickness, bad weather, technical or transportation problems, closure of stations, ports and airports, cancellation or changes of schedules by railways, air or bus lines or any other circumstances beyond Wayfarers’ control amounting to force majeure and/or Act of God.

**CANCELLATIONS**

If you find it necessary to cancel your reservation, all payments will be refunded to you, less a Cancellation Fee as follows:

- More than 90 days before Walk date .................................................................$150 per person
- 90-60 days before Walk date .................................................................$600 per person
- 60-45 days before Walk date .................................................................$900 per person
- 45-30 days before Walk date .................................................................$1,800 per person
- 30 - 0 days before Walk date .................................................................FULL cost of Walk
- Burgundy Barge Walk only:
  - More than 120 days before Walk date .................................................................$450 per person
  - 120 - 90 days before Walk date .................................................................$1,000 per person
  - 90 - 0 days before Walk date .................................................................FULL cost of Walk

Exceptions to this cancellation policy cannot be made for any reason, including personal emergencies, business emergencies, illness, or weather.

**INSURANCE PREMIUM**

At time of booking and initial deposit, you will be offered travel insurance. We strongly recommend purchasing travel insurance – either through the application included with your confirmation package or through your travel agent. This can help prevent loss in case of serious illness, accident, or death of the passenger, passenger’s immediate family, traveling companion, or traveling companion’s immediate family before your trip or while on your trip. If insurance is purchased within the initial trip deposit, Pre-existing Condition Exclusion will be waived. You must be medically able to travel when you pay your premium.

**PRE-EXISTING MEDICAL CONDITION EXCLUSION APPLICABLE TO ALL COVERAGEs**

We will not pay for loss or expense incurred as the result of injury or sickness of an Insured or Immediate Family Member which manifests itself during the 60 days immediately preceding and including the Insured’s coverage effective date, unless the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout the 60-day period. A sickness has manifested itself when medical care, treatment, or diagnosis has been given.

**ACCIDENT HEALTH INSURANCE**

Wayfarers accepts no liability or obligation for any death, illness or injury or loss of or damage to baggage or personal property caused to or suffered by you in relation to your walk, and any medical condition or medication being taken that may affect your health or ability must be notified to Wayfarers in advance and in writing and must be accompanied by a doctor’s certificate as to fitness. You are strongly advised to obtain adequate insurance cover for all eventualities connected with your walk.

**ITINERARY**

Wayfarers will make every effort to adhere to the advertised route, but reserves the right to make alterations thereto at their sole discretion.

**FITNESS**

You have booked a walking tour and you are responsible for ensuring your suitability for such a tour. If you have any doubt, you must consult your physician and advise Wayfarers accordingly.

**PHOTOGRAPHY**

Wayfarers reserve the right to take photographic or video records of the Walks, and of the participants, and to use those records for promotional and/or commercial purposes without recourse or compensation.

**SERVICES**

The Wayfarers takes all reasonable care in selecting the people or organizations that provide the services which form a part of your walk. Wayfarers will not be liable for any act, omission or default in the provision of such services, and nor does any agent have authority to make representations binding on Wayfarers.

**COMPLAINTS**

If you have cause for complaint while on your walk, you must immediately bring it to the attention of Wayfarers’ local representatives who will do their best to rectify the situation. In the event that you remain unsatisfied, you should make your complaint to your local Wayfarers’ office in writing within 28 days of the completion of your walk. If you fail to do so, you will be taken to have waived any claim that you may have had against Wayfarers.

**PASSPORT, VISA**

Where required, you are responsible for obtaining passports and/or visas.

**FLIGHT TIMES AND SCHEDULES**

We act only as agents for the airlines and their licensed agents, and are subject to the standard terms and conditions offered by these companies and the laws of the countries in which they operate.

**RELEASE AND ASSUMPTION OF RISK AGREEMENT**

Each walker in your party must read and sign this Release and Assumption of Risk Agreement. (Please photocopy this form if necessary.) Participation in the walk is contingent upon the receipt of this form. I acknowledge that during the walk on which I am participating under arrangements of The Wayfarers and its agents, certain risks and dangers may arise, including but not limited to: travel by automobile or other means of transit; forces of nature and acts of God; accident and/or illness in remote venues. In consideration of the opportunity to participate in The Wayfarers Walks and Vacations, I have and do hereby assume all the above risks and will hold the Wayfarers and its agents harmless from any and all liability actions, causes of actions, claims, debts, and demands of every kind whatsoever which I now have or may have, or which may arise in connection with my journey or participation in other activities arranged by me or for me by the Wayfarers and its agents except for the gross negligence or willful misconduct of the Wayfarers and its agents. The terms of the Release and Assumption of Risk Agreement shall serve as a release and assumption of risks by their administrators, and executors. I also understand The Wayfarers Walks Leaders and Managers have the right to disqualify me from any trip activity, if in his or her judgment I am incapable of that activity or if my continued participation will endanger me and/or the safety of other travelers. I understand it is my obligation to inform the Walk Leaders or Managers, in advance of any activity, of any medical or physical disability or limitation that may limit me or render me unable to perform or safely complete that activity. I further acknowledge that I am best able to evaluate my own physical and medical conditions and limitations, and that it is incumbent upon me to fully disclose any disabling conditions and limitations. My continued participation after disclosure of any limitations shall be at my own risk.