



FINISTERRA TRAVEL LTD BOOKING TERMS & CONDITIONS

Tour Date: _____

First Name: _____ Last Name: _____

Street Address: _____ DOB: _____

City: _____ Country: _____ Postal Code: _____

Please take the time to read and understand the conditions of booking set out below prior to booking a trip with Finisterra Travel LTD. We strongly recommend that you also read the Country Information relating to your trip prior to booking, and ensure that you understand the itinerary and the active style of the trip you are undertaking.

our contract

All bookings are made with FINISTERRA TRAVEL LTD (us/we). By booking a trip with us you are deemed to have agreed to these Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. By booking a trip with Finisterra, you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants (minors, family member, etc), you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

1. deposit requirement

You are required to pay a **non-refundable deposit of 25%** for your booking to be confirmed on the trip. If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking (please see 5).

2. acceptance of booking and final payments

Acceptance of your booking will be confirmed by us in writing. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

3. your details

In order for us to confirm your travel arrangements you must provide all requested personal details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements.

4. late bookings

A late booking is considered any booking made less than 60 days before scheduled departure. A late fee may be applied due to additional costs of confirming last minute arrangements. Approval of late bookings will be on a case by case basis, and will require written confirmation by us.

5. cancellation by the traveller

If you cancel a trip after making a booking you will lose all of the money you have paid for the trip. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel:

- 60 days or less prior to departure, we will retain the deposit (deposit cannot be reapplied on group/custom/education tours).
- more than 60 days prior to departure, we will retain the total cost of non-refundable services or 50% of the tour price, whichever is greater.
- You are **strongly** advised to take out [Trip Cancellation/Interruption Insurance](#) at the time of booking which will cover cancellation penalties in certain circumstances. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

6. cancellation by Finisterra

We may cancel a trip at any time up to 60 days before departure. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate





the planned itinerary. If we cancel a trip you will receive a full refund. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations or non-refundable flights.

7. inclusions

The land price of your trip includes:

- ▲ all accommodation as listed in the specific tour inclusions
- ▲ all transport listed in the specific tour inclusions
- ▲ sightseeing, activities, guide fees and entrance fees as described in the specific tour inclusions
- ▲ meals as listed in the specific tour inclusions

8. exclusions

The land price of your trip does not include:

- ▲ international flights and all associated fees
- ▲ airport transfers, and airport or port taxes
- ▲ meals other than those specified in the specific tour itinerary
- ▲ Visas, Covid Testing, vaccinations, and passport fees
- ▲ travel insurance (medical travel insurance is mandatory)
- ▲ free time activities and sightseeing and all personal expenses
- ▲ items of a personal nature

9. prices & surcharges

Our trip prices are based on currency exchange the date the booking is made. We reserve the right to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates, increases in transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the first 4% of the additional costs and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.

10. age

Minimum: General Policy: For the majority of our group trips the minimum age is 18 years of age. Exceptions to this policy will be dealt with on a case by case basis and are subject to written approval by us.

Maximum: General Policy: For this tour, we have no upper age limit though we remind you that international travel trips are physically demanding and a Medical Release form is required for all passengers.

11. Passport, vaccinations, and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits, vaccinations (including, but not limited to, Covid-19), and certificates for your trip; please refer to all applicable country's consulates for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by the Tour Operator that is a direct result of your failure to secure or be in possession of proper travel documentation.

Vaccination for Covid-19: For the greatest peace of mind and protection, we require all participants and Tour Leaders to be fully-vaccinated for Covid-19 at least 14 days prior to their arrival on tour. At this time we also strongly encourage all participants to take advantage of any booster vaccines available to them.

12. travel insurance

Travel medical insurance is **compulsory** for all participants and should be taken out at least 7 days prior to departure. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the heads of cover. You



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must provide proof of your travel insurance 7 days prior to scheduled trip departure; you will not be able to join the trip without it.

We also strongly recommend you purchase Trip Cancellation/Interruption Insurance at the time of booking, and that it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance 7 days prior to scheduled trip departure; you will not be able to join the trip without it. Trip Cancellation/Interruption insurance offers peace of mind and financial protection against unforeseen events that might prevent your travel or completion of your trip. Travel insurance can be arranged through our office (info@finisterra.ca)

13. flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for this trip is representative of the types of activities intended, but it is understood that the route, schedules, sightseeing, activities, flights, itineraries, hotels, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

14. change of itinerary

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you: you agree to have reasonable access to Emergency Funds at a minimum of \$400, to be used in such instances.

Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

15. authority on tour

The decision of the tour leader (or guide) is final on all matters likely to affect the safety, interest, or well-being of any person participating in the trip. You must at all times comply with the laws, customs, foreign exchange and drug regulations of the country visited. If you are affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, you must advise us in advance. Should you fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, we may terminate your travel arrangements without any liability on our part and you will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

16. acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the geographical attributes present dangers and physical challenges greater than those present in our daily lives. It is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

You must complete our [waiver](#) in order to participate in any trip arranged by us.

17. optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render us liable for them.

18. errors & omissions

Although we have made a concerted attempt to verify the accuracy of statements made in our trip documentation including our website, country information, and itineraries; we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

19. claims & complaints

If you have a complaint about your trip please inform your tour leader or our local representative/guide at the



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earliest possible time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then you may contact Finisterra Travel directly. Any further complaint should be put in writing to us within 30 days of the end of the tour.

20. severability

In the event that any term or condition contained in these Terms and Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

21. photos and marketing

You consent to us using images of you taken during group trips for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

22. privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy, and will not share this information with unrelated third parties (full policy available for viewing on our Website).

23. applicable law

The laws of British Columbia, Canada govern these Terms and Conditions and any disputes in connection with a trip or these Terms and Conditions must be initiated in the courts of British Columbia, Canada.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST FINISTERRA TRAVEL LTD.

Signed this _____ day of _____, _____.

Signature of Participant/Traveller

Signature of Witness

Name of Participant/Traveller

Name of Witness

Signature of Parent/Guardian for Participants
Under *Minority Age*

PLEASE SIGN THIS FORM AND RETURN BY EMAIL (info@finisterra.ca) TO FINISTERRA TRAVEL LTD.



Land's End: the point from which you peer out over the edge of the world.
BC Reg 70260

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e. info@finisterra.ca
t. 1 (800) 806-0761