

Booking Terms and Conditions

Please read this document before booking a tour with us. This contains important terms and conditions regarding the tour or cruise you are purchasing through ExploringCircle.

1. **Responsibility:** ExploringCircle LLC is a U.S. based adventure travel company. We organize and sell tour programs consisting of travel services we purchase and/or reserve from various independent suppliers that provide goods and services for your trip, including, but without limitation: accommodations, cruises, yachts, car and bus/car transfer services, plane and train transportation, meals, equipment suppliers, etc. The services provided by ExploringCircle LLC are often provided by third party suppliers and have separate terms and conditions dictated by each supplier. ExploringCircle LLC will make these available to you when booking. In the case where a third party supplier does not have its own terms and conditions, these terms and conditions apply.
2. **Contract with ExploringCircle:** The terms and conditions apply to every person who makes a reservation with ExploringCircle LLC.
3. **Payment and Acceptance of Booking:** To reserve a trip, you must make a deposit. Such deposit confirms your acceptance of our terms and conditions. Upon receiving your deposit, we will confirm tour services prior to charging your deposit. Within one week of acceptance, we ask you to fill out our tour reservation form to confirm your booking.

Payment terms and the form of payment accepted vary based on cruise or tour booked. Payment terms and conditions are identified in the Rates Notes and Trip Policy section on each trip page.

In general, ExploringCircle LLC accepts payment in the form of personal checks (drawn on banks located in the United States), or payment by credit card through VISA, MasterCard, or American Express.

Final payment is due between 90 and 120 days prior to your trip departure and varies from program to program. Final payment methods accepted vary with each cruise and tour line represented.

4. **Donation to a Cause:** ExploringCircle LLC will make a 5% donation from cruise or tour price to a Cause as indicated on the ExploringCircle LLC website. Donations are made within 30 days of trip departure. Clients may choose the cause within the selection of causes on the ExploringCircle LLC website. The 5% is only deducted from revenue generating products (cruises and land tours). Certain products, such as, but not limited to, air, hotel, or travel insurance are not part of the tour or cruise price, and therefore, the

5% donation is excluded from these services. Please contact your Adventure Specialist if you have specific questions.

5. **Cancellation by Client.** Cancellation by client must be made in writing. **Cancellation fees will apply.** The date ExploringCircle LLC receives notice of the cancellation determines the cancellation fee that will apply. All cancellation fees are clearly stated in both the Rates Notes section and the Trip Policy section of each trip page. **Trip Cancellation Insurance is Strongly Advised.**
6. **Changes by Client.** You may request to change your reservation, but you may not change between specific cruises or tours without cancellation penalties from existing cruise or tours. All changes must be received in writing. ExploringCircle LLC will work with you and with our third party suppliers to make change requested. ExploringCircle LLC will work with change requests on a case-by-by case basis. All change requests must be made at least 70 days prior to departure. All additional costs associated with change requests will be charged to the client. These costs may include, but are not limited to, cancellation charges by third party suppliers. Oftentimes, scheduled airlines will impose a 100% cancellation charge. **ExploringCircle charges a \$75 change fee when re-booking services.**
7. **Cancellation by ExploringCircle:** ExploringCircle LLC reserves the right to cancel a tour for any reason. ExploringCircle LLC will not cancel a tour within 60 days, except in the case of extreme conditions, or a third-party cancellation outside of the control of ExploringCircle LLC, force majeure, or the client's failure to pay the final balance.

If a tour or cruise is cancelled prior to start date you may choose between: A) a full refund of all payments made. B) An alternative tour offered by ExploringCircle LLC (if space is available). If the alternative tour chosen by you is of lesser or greater value than the original tour booked then you will be entitled to a refund of the price difference, or be required to pay the difference, however the case may be.
8. **Flexibility:** The tour itinerary is only an indication of what each group may accomplish, but is not a contractual obligation. ExploringCircle LLC strives to provide exactly what is indicated on itinerary, but the nature of this type of travel requires flexibility, and changes may be required. Amenities, types of transport, routes, schedules, and itineraries may change due to local circumstances, weather, flight cancellations, political disputes, or other unforeseeable factors.
9. **Image Release:** You agree that ExploringCircle LLC can use, re-use and publish on Website and marketing materials any images you send us. If you

do not want us to use the images you have taken during your tour please inform us in writing.

10. Insurance. Your trip cost does not include trip cancellation.

Trip Cancellation Insurance is Highly Recommended.

11. Assumption of Risk: You acknowledge that you have voluntarily applied to participate in the tour or cruise, which you have reserved. This tour or cruise may include outdoor activities and travel to foreign countries and remote areas. You are voluntarily participating in this tour which can include risks and dangers, which include, but are not limited to: physical exertion for which you are not prepared; transportation failure; forces of nature; emotional stress; temporary or permanent disability; death; risks associated with food or impure water; equipment failures; terrorist activities; social or labor unrest; diseases; acts of war; or, acts of God.

12. Release of Liability: ExploringCircle LLC gives notice that it does not own or operate any entity that provides services for your tour or cruise package. Including, but not limited to transportation providers, hotel accommodation, food services, local guides and porters, equipment suppliers, ground and safari operators, cruise lines, etc. These services are purchased from various independent suppliers who are not affiliated with ExploringCircle, LLC in any way. ExploringCircle LLC, its owners, employees, officers, or contractors shall not be held liable for any negligent or willful act or failure to act of any such person or entity, nor for any act or inaction of any other third party not under its control. Without limitation, ExploringCircle LLC is not liable for any direct or indirect consequence, or incidental damage, injury, death, loss, accident, delay, inconvenience, or irregularity of any kind which may be associated by reason or any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, or breach of contract of any third party, such as an airline, train, hotel, restaurant, or food supplier, bus, taxi, van, or safari operator, or local outfitter or guide. ExploringCircle LLC can't be held responsible for any loss, injury, death, or inconvenience due to delay or changes in schedule; overbooking or downgrading of accommodations; technical problems of aircraft; vessel, car or other equipment; strikes, war; insolvency default of any third party; acts of government; bites or animal attacks; insects or pests; sickness; weather; acts of God; acts of terrorism or the threat thereof; quarantine and epidemics or the threat of; criminal activity; any other cause beyond its control. In no event will ExploringCircle LLC be responsible for incident, consequential or special damage or loss suffered by any person. By confirming your participation on our programs, you understand, agree with and agree to be legally bound by the terms of the release of liability herein.

13. **Compulsory Arbitration:** The parties agree to resolve any controversy or claim with this website, or on any tour or cruise sold by ExploringCircle LLC by binding arbitration in Seattle, WA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter in controversy. The agreement to arbitrate does not waive or modify the release of liability contained in this document.