

Wheatonriver Adventure



E-Mail: info@abenteuer.ch, Internet: <http://www.abenteuer.ch>

Carmen Mühlemann & Robert Perren, Box 11257, Whitehorse, Yukon Y1A 6N5. Kanada. Telefon: +1 867 668-2997

TERMS AND CONDITIONS

Abenteuer Wheatonriver operates in Canada under the name of Wheatonriver Adventure Ltd. Therefore, all contracts and arrangements made with Abenteuer Wheatonriver are at the same time valid and binding for Wheatonriver Adventure Ltd.

1. General Information

Wheatonriver Adventure Ltd. is a guiding and outfitting business inkl. Cabin rentals on the Wheaton River (Wheaton River Wilderness Retreat) owned and operated by Carmen Perren. Wheatonriver Adventure Ltd. is registered in Whitehorse, Yukon Territory, Canada.

2. Registration and Payments

A registration is binding for both parties with written confirmation from Wheatonriver Adventure Ltd.. A non-refundable deposit of 20% (min. \$ 100.-) of the trip fee is required to hold a reservation (except Cabin rental); the balance is due 30 days prior the start of the arrangement. We accept cash, certified check, traveller check, e-transfer– sorry no credit cards.

2.1 Cancellation Policy

All trip and cabin rental cancellations have to be made in writing and are subject to the following fees:

<i>Cancellation made</i>	<i>Due Fee</i>
60 days prior to trip or rental	20% of total amount (minimum CAN\$ 100, -)
59–30 days prior to trip or rental	40% of total amount
29 –8 days prior to trip or rental	80% of total amount
7 –0 days prior to trip or rental	100% of total amount

Cancellation deadline is the day Wheatonriver Adventure Ltd. received the written cancellation. If payments have been made to a travel agency, Wheatonriver Adventure Ltd. is bound to fulfil its contract only if appropriate payments have been forwarded from the travel agency to Wheatonriver Adventure Ltd.

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2.2 Changes in Prices

The following exceptional events may cause changes to prices advertised on the internet or as part of an offer:

- increase in transportation costs
- recently introduced governmental duties or taxes
- other governmental imposed fees, such as GST, etc.

Any changes to prices originally published or otherwise made in respect to the a.m. reasons will be made public by Wheatonriver Adventure Ltd. 30 days prior to trip begin.

3. Smaller Groups and Customised Trips

There is a minimum requirement of participants for each trip. If this minimum requirement is met, the trip can be implemented. If the minimum requirement of participants is not met, Wheatonriver Adventure Ltd. may apply a 15% surcharge to the originally published trip price or hitherto received payment per person. The same applies to customised trips offered and arranged by Wheatonriver Adventure Ltd.. Any of these surcharge payments have to be made locally to Wheatonriver Adventure Ltd..

4. Trip Implementation and Changes to the Itinerary prior and during the Trip

Due to circumstances beyond Wheatonriver Adventure's Ltd. control, and whenever Wheatonriver Adventure Ltd. deems the changes necessary, Wheatonriver Adventure Ltd. retains the option to cancel a trip as well as to change the trip itinerary or parts of it (e.g. accommodation, transportation, transportation means, specific activities). All changes are made with the best interest of the customer in mind.

Wheatonriver Adventure Ltd. will not be liable for any changes to the trip itinerary made as a result of: force majeure, decisions made by local authorities, strikes, inclement weather conditions or any delays caused by a third party, all these events not being caused by Wheatonriver Adventure Ltd.

Wheatonriver Adventure Ltd nevertheless will always aspire to provide adequate alternatives for any changes or cancellations made. All trips require a minimum participation of 2 people.

5. Premature Return Travel

No refunds will be paid whenever a customer decides to withdraw himself from the trip/cabin rental and/or is planning a return prematurely.

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6. Liability / Insurance

Activities arranged by Wheatonriver Adventure Ltd. are inherent to certain amounts of risk. The trips often take place in remote areas without medical care and/or with poor communication means. In the event of an accident or illness, there may not be the possibility of quick or timely rescue actions. With the signed registration, each participant indemnifies Wheatonriver Adventure Ltd. from all and any liability to damages made to the participant's personal health, his personal property or that of a third party.

It is in the participant's own responsibility to acquire adequate insurance coverage, including medical care and property loss/damage as well as search and rescue/evacuation actions.

Wheatonriver Adventure Ltd. also recommends purchasing insurance that covers trip cancellations and/or costs that may occur due to delays made at arrival or departure.

Wheatonriver Adventure Ltd. will not be liable for non-compliance of any contracts made with Wheatonriver Adventure Ltd, if these were caused by the negligence of a participant. Wheatonriver Adventure Ltd. will also not be liable for non-compliance of any contracts made with Wheatonriver Adventure Ltd., if these were caused by the negligence of a third party that is involved in the fulfilment of agreements provided for in the contract.

7. Further Information

Each participant is responsible to check for and comply with all necessary travel requirements. Instructions made by Wheatonriver Adventure Ltd. or its staff shall be followed at all times. All facilities and equipment owned by Wheatonriver Adventure Ltd. must not be used without consent and proper instructions made by Wheatonriver Adventure Ltd. and its staff. Participants under the age of 19 are required to provide a waiver of liability signed by either a legal parent or a legal guardian.

8. Local Activities

Wheatonriver Adventure Ltd. cannot assume any responsibility for activities or excursions being booked locally and/or not being conducted by Wheatonriver Adventure Ltd. itself.

9. Single Occupancy Policy

On all trips offered by Wheatonriver Adventure Ltd., reservations of single rooms may be possible but not necessarily available, as many hotels offer only a small number of single rooms. The reservation for a single room does not include the claim to single tent occupancy. Customers travelling alone will be placed in adequate double occupancies. If this is not possible, the additional costs for a single occupancy will be imposed on the customer involved. At the Wheatonriver Wilderness Retreat, no single occupancies are possible on a trip booking.

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10. Gratuity

Gratuities to local guides, drivers, hotel staff and such are not included in the tour price, and average between 10 – 15% on consummation costs.

11. Personal Requirements

All trips offered by Wheatonriver Adventure Ltd. are geared towards the appreciation and enjoyment to discover and experience nature, a variety of landscapes and all plant and animal life. Wheatonriver Adventure Ltd. therefore asks for good physical fitness as well as for the willingness to efficiently cooperate with a group and integrate oneself as a team member. Wheatonriver Adventure Ltd. reserves the explicit right to reject the participation of any customer:

- if Wheatonriver Adventure Ltd. deems the physical fitness not appropriate to the trip involved;
- if Wheatonriver Adventure Ltd. assumes the participant - after having been warned at least once - does not willingly work with the group, refuses his or her input into the group or
- if the participant in any manner endangers, hinders or harms the implementation of the trip.

All services hitherto not been rendered are non-refundable.

12. Waiver of Liability

The present insurance situation in Canada requires each participant to agree to and sign a Waiver and Release of Liability prior to any arrangements made with Wheatonriver Adventure Ltd. Exclusive jurisdiction for any litigation with Wheatonriver Adventure Ltd., Carmen Perren-Muehlemann shall be Whitehorse, Yukon Territory, Canada.

Whitehorse, January 2010

Bank Account Information / Foreign Currency Account in CAN

TD Canada Trust 004, Whitehorse Branch 9996, Wheatonriver Adventure Ltd.,

Account No. 5218938, SWIFT Code: TDOMCATTOR

GST No. 8566 44455 RT0001