

Booking Terms and Conditions

These are the Terms and Conditions which will apply to your booking. Please read them carefully as you will be bound by them.

These Terms and Conditions govern the relationship between you and Gap Adventures Inc. doing business as Gap Adventures "the Company". By booking a trip, you agree to be bound by these Terms and Conditions that outline, among other things, the cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

1. THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking by telephone, or on the website www.gapadventures.com, or by email or facsimile with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a contract between the Company and the Client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices. The Company or their agents reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereafter referred to as the "Client". All bookings are made with the Company, which sells the tours described in this brochure and on the Company website or through its "Agents" who sell the Company's tours through an agreement with the Company. A Gap Adventures Independent Trip is defined as booking anything included in the Independent and Tailor Made brochure. These Terms and Conditions shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The service to be provided is/are the tour(s) referred to in the booking confirmation.

Conditions of Carriage: All persons wishing to make a booking including any carriage by sea have carefully read and understand these Terms and Conditions, and the Expedition Ticket/Conditions of Carriage. Carriage by road, air or by sea is subject to the Company's conditions of carriage that are available on request and are expressly incorporated into this contract. The Company's liability for death and or personal injury and/or loss of and/or damage to luggage may be limited by international conventions including the Athens, Warsaw or Montreal Conventions.

2. MEDICAL FORM

All Clients are obligated to review and acknowledge the Medical Information form, as it relates to their trip. Clients are asked to review the form, and be familiar with it. Any questions in relation to the Clients physical or mental suitability for a trip must be reviewed by their medical practitioner for approval. The Company cannot offer advise of a medical nature. Those Clients with pre-existing medical conditions as defined on the Medical Form, must return a signed form to the Company with final payment as specified in Section 7. The Client must complete the medical form honestly, accurately and disclose all medical history and information. The Company will review the information submitted, and keep the information in accordance with the published Privacy Policy. The Company reserve the right to challenge any information submitted, ask for further information or clarity on certain points. In the event there is a dispute between the Company and the Client in regard to the Clients' physical or mental suitability for a trip, the matter will be referred to a medical professional at the Clients expense. The Company reserves the right to deny any Client on reasonable medical grounds. In the event the Client has made a booking with the Company and subsequently is unable to complete the required medical form for any reason by the final payment schedule specified in Section 7, the Company reserves the right to treat the booking as cancelled, and applicable cancellation fees apply.

Expedition Trips: All Clients must return a signed Medical Form to the Company with final payment as specified in Section 7. The Client must complete the medical form honestly, accurately and disclose all medical history and information. The Company will review the information submitted, and keep the information in accordance with the published Privacy Policy. The Company reserves the right to challenge any information submitted, ask for further information or clarity on certain points. The Client acknowledges and understands the destination visited is remote, isolated, and far removed from medical care facilities. Further, the client understands the honest completion of this form will assist all concerned in an emergency situation. In the event there is a dispute between the Company and the Client in regard to the Clients' physical or mental suitability for a trip, the matter will be referred to a medical professional for at the Clients expense. The Company reserves the right to deny any Client on reasonable medical grounds. In the event the Client has made a booking with the Company and subsequently is unable to complete the required medical form for any reason by the final payment schedule specified in Section 7, the Company reserves the right to treat the booking as cancelled, and applicable cancellation fees apply.

3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will have full cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the

Contract and therefore the Company is not liable for not providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

Traveling with Children: The minimum age for Clients traveling on tours is 12 (for Family designated tours, the minimum age is 5). An adult over the age of 21 must accompany every 2 children under the age of 18. The ratio of adults to children traveling together must be one adult per two children and two adults per four children (17 and under). All enquiries with respect to children are subject to review and approval by the Company that reserves the right to restrict the number of travelers under the age of 18 on tours. If the adult accompanying the child is not the child's parent or parents are divorced, then a "Parental Consent Guardianship Form" must be signed (or other documents provided as requested by the Company) by the parent or legal guardian and received by the Company prior to departure. For more information: http://www.voyage.gc.ca/faq/children-travel_enfants-voyage-eng.asp

Traveling with Children on Expedition Trips: The Company is unable to accommodate children under-10 years of age and reserves the right to restrict the number of those under 18 years of age aboard the vessel. An adult over the age of 21 must accompany every two children under the age of 18. The ratio of adults to children traveling together must be one adult per two children and two adults per four children (17 and under). If the adult accompanying this child is not the child's parent, a "Parental Consent Guardianship Form" (or other documents provided as requested by the Company) must be signed by the parent or legal guardian and received by the Company prior to sailing. For more information: http://www.voyage.gc.ca/faq/children-travel_enfants-voyage-eng.asp

Inca Trail Requirements: Client Details including full name as it appears in the passport that the Client will be traveling with, passport number, passport expiry date, date of birth and nationality are required to confirm a booking. Any amendments to these details may result in failure to secure an Inca Trail permit. The Company will not be held responsible for any fees levied as a result.

4. CURRENCY

The Company sells in six global currencies: Great British Pound (GBP£), Euro (EUR€), United States Dollar (USD\$), Canadian Dollar (CAD\$), Australian Dollar (AUD\$) and New Zealand Dollar (NZD\$). The currency applied to the Clients booking will be determined by the booking location of the Client, and the matching currency. The Company reserves the right, however, to apply the currency of their choosing to the booking.

5. QUOTE FEES AND ADMINISTRATIVE FEES

Quotes provided for the Independent and Tailor Made product line are subject to a non-refundable administrative Quote Fee of *GBP£15, EUR€25, USD\$25, CAD\$25, AUD\$25, or NZD\$25*. Should the booking be confirmed, this amount will be deducted off the final payment amount. Some quotes may be exempt from the Quote Fee, and if this is the case, will be outlined at time of quote. The Company also reserves the right to apply other Administrative Fees of *GBP£25, EUR€50, USD\$50, CAD\$50, AUD\$50, or NZD\$50* at its discretion.

6. DEPOSITS

(a) Gap Adventures Trips and Gap Adventures Independent Trips: At time of booking a non-refundable deposit of *GBP£100, EUR€250, USD\$250, CAD\$250, AUD\$250, or NZD\$250* per person per tour is due. If booking is made 60 days or less prior to departure, full payment is due. The non-refundable deposit and medical form, if applicable, should be sent to the Company or its Agent. Gap Adventures Tailor Made trips may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice. If combinations of Gap Adventures, and Gap Adventures Independent and Tailor Made trips are booked, the most restrictive requirements will apply to the whole booking.

(b) Expedition Trips: At time of booking a non-refundable deposit of *GBP£400, EUR€500, USD\$750, CAD\$750, AUD\$750, or NZD\$750* per person per tour is due. If booking is made 90 days or less prior to departure, full payment is due. The non-refundable deposit and medical form should be sent to the Company or its Agent.

(c) Lifetime Deposits: Should the Customer cancel their booking, the deposit amount as defined in 6(a) or 6(b) above, will be held as a 'Lifetime Deposit' with the Company, subject to the full extent of these terms and conditions. This Lifetime Deposit has no expiry and may be used as a deposit on one future Company tour. Any specific permit costs above the deposit amount are subject to different terms and conditions as applied by the Company. The Lifetime Deposit has no cash value and is not redeemable with any other offer, discount or promotion. Only one Lifetime Deposit may be applied per tour. The Lifetime Deposit may be transferred or gifted to another Customer and in these cases it is valid on new bookings only. All Lifetime Deposits must be applied to a new tour that is of equal or greater value than the cancelled tour. Lifetime deposits become effective with the Company on all bookings cancelled on or after 01 December 2009.

7. FINAL PAYMENT SCHEDULE/ACCEPTANCE OF BOOKING/CLIENT DETAILS

Gap Adventure Trips and Gap Adventure Tailor Made Trips:

(a) Final Payment: The Company must confirm acceptance of the Client's booking in writing. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date of the first service booked. If full payment is not received by the due date, then rates and tour space cannot be guaranteed. If a booking is made 60 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed the Company reserves the right to treat the Client's booking as cancelled. Gap Adventures Tailor Made Trips may require a higher deposit or full payment at the time of booking. If full payment is different to that outlined in this clause, the requirement will be advised at time of booking and detailed on

the invoice. If combinations of Gap Adventures, and Gap Adventures Independent and Tailor Made trips are booked, the most restrictive requirements will apply to the whole booking.

(b) Local Payment: Bookings made prior to 5pm 30th September 2009 EST are subject to a Local Payment. This amount is the final payment for the tour. Local payment, in the specified currency in cash, is to be submitted to the leader upon arrival. Information on the local payment is outlined with the price in brochures, website, trip dossiers and on invoices. The local payment is non-refundable and is considered part of the total tour payment. If the Client does not provide full Local Payment in the specified currency on Day 1 of the tour, the Company reserves the right to remove the Client from the tour without refund. Bookings made after 5.01pm 30th September 2009 EST will have the Local Payment portion of the tour cost incorporated into their total tour price, and they will not be expected to provide a Local Payment on Day 1 of the tour. All Clients that booked prior to 5.00pm 30th September 2009 EST and are yet to commence travelling have the option of pre-paying their Local Payment, however, must notify the Company prior to 5.00pm 31st October 2009 EST of their intention to do so. Clients who notify of their intention to pre-pay their Local Payment after this date will not be accepted by the Company.

(c) Client Details: In order for the Company to confirm and guarantee the Client's travel arrangements the Client must provide all Client Details with their final payment as per the schedule specified in Section 7(a). If the Client does not provide all details 60 days or more before departure, an Administrative Fee will be charged to the Client. In the event where client details have not been received by the Company 30 days prior to the Client's trip departure, the Company reserves the right to treat the file as cancelled and full cancellation fees will apply. Client Details required will vary tour by tour, and will be advised during the booking process.

(d) Credit Card Charges: The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost.

Expedition Trips

(e) Final Payment: The Company must confirm acceptance of the Clients booking in writing. Please refer to the confirmation invoice for details regarding final payment. Payment of the balance of the tour price is due 90 days before the departure date of the first service booked. If a booking is made 90 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed the Company reserves the right to treat the Client's booking as cancelled.

(f) Client Details: In order for the Company to confirm and guarantee the Clients travel arrangements the Client must provide all Client Details with their final payment as per the schedule specified in Section 7(e). If the Client does not provide all Client Details within 90 days before departure, an Administrative Fee will be charged to the Client. In the event where Client Details have not been received by the Company 30 days prior to the Clients trip departure, the Company reserves the right to treat the file as canceled and full cancellation fees will apply. Client Details include passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are traveling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company).

(g) Credit Card Charges: The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost.

8. "YOLO" TOURS

YOLO tours are specifically designed and marketed for those in the 18-39 age group. Consequently, the facilities and activities contemplated on YOLO designated tours are not appropriate to Clients outside this age bracket. At the time of booking a YOLO designated tour the Client must be aged between 18 years old at minimum and 39 years 364 at maximum.

9. CANCELLATION OF A TOUR BY THE CLIENT

Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable.

(a) Cancellation for Gap Adventure Trips and Gap Adventures Independent Trips: The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

- i) Cancellation 60 days or more before departure: Loss of deposit.
- ii) Cancellation 59-30 days before departure: 50% of cost of services booked.
- iii) Cancellation less than 30 days before departure: 100% of cost of services booked.

Gap Adventures Tailor Made trips may vary in cancellation policy from that detailed in this clause, and will be detailed at time of booking.

(b) Cancellation for Expedition Trips: The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.

- i) Cancellation 90 days or more before departure: Loss of deposit.
- ii) Cancellation 89-60 days before departure: 50% of the cost of services booked.
- iii) Cancellation less than 60 days before departure: 100% of cost of services booked.

(c) Insurance: In addition to the cancellation fees detailed in Section 9(a) and (b), the full insurance premium for any insurance arranged through the Company is non-refundable. The Client is strongly advised to take out cancellation insurance at the time of making the booking.

10. CANCELLATION OF A TOUR BY THE COMPANY

The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 60 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control (excluding Expedition Trips – refer to

Expedition Ticket/Conditions of Carriage). When a tour is cancelled by the Company, the Client may choose between a full refund of all monies paid or at the Company's option any alternative tour offered by the Company at no extra cost. The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the alternative trip chosen is of a lower value than that originally booked, then the Client is entitled to a refund of the price difference. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price.

Where a significant element of the trip cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour portions.

Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Company's control, the Company will in some circumstances offer compensation. Significant alterations do not include a change of airline carrier, flight time tables or itineraries provided the departure and arrival dates remain unchanged, the substitution of a vessel, modification of itineraries, change in cabin category or hotel accommodation provided it is of the same category.

11. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

12. PRICES AND SURCHARGES

No price increases will be made to a booking 30 days or less before departure. The Company reserves the right to impose surcharges (price increases) up to 30 days before departure due to unfavorable changes in exchange rates, increases in air fares or other transportation/fuel costs, increases in local operator costs, taxes, if government action should require us to do so, or for any reason whatsoever. If any surcharge results in an increase of more than 7% of the tour cost, excluding insurance premiums, the Client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund of all monies paid (excluding Trip Cancellation Insurance Premiums and/or flights). Cancellation requests must be received in writing.

13. BROCHURE AND WEBSITE VALIDITY

The prices in this brochure and website are based on rates and costs in effect at time of printing the brochure or posting on the website. The Company reserves the right to alter prices at any time prior to tour been paid in full. The land price of the trip is guaranteed when paid in full, subject to any potential surcharges as stipulated in Section 12. All dates, itineraries and prices are indicative only.

14. FLEXIBILITY

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. The itinerary provided for each tour is merely representative of the types of activities contemplated, and the Company is under no contractual obligation to strictly follow it. 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, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

15. CHANGES

(a) Changes made by the Company: While the Company will endeavor 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 sufficient time before departure. The definition of a major change is deemed to be a change affecting at least one in three full tour days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on tour as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Tour Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

(b) Changes made by the Client: A transfer from one tour to another can only be made more than 60 days, (90 days for Expedition Trips) before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, (120 days for Expedition Trips) before departure will not be accepted. In this case the Client must cancel the booking and then re-book on another tour. The Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply. The Client may apply to have the name of the reservation altered by the Company more than 60 days, (90 days for Expedition Trips) prior to departure. Name changes cannot be made 60 days (90 days for Expedition Trips) or less before departure. Any name changes are subject to Company approval and applicable Administrative Fees.

(c) Other Changes: Any changes to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an Administrative Fee. No changes are permitted to your booking within 10 days of departure.

16. AIRFARE

Any tour does not include international air fare or any other flights unless mentioned in the inclusions.

(a) Quotes: All quotes are in Canadian dollars, unless otherwise stated. The company will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by the Company.

(b) Options: The Client may hold an option on a flight with the Company. This option guarantees the seat at the quoted price for the same business day. After close of business that day (5pm EST, Monday to Friday) if the option is not confirmed, the option is deemed to have expired and is no longer valid.

(c) Price changes: Until the tickets are issued, the Company reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

(d) Full payment: Full payment must be received by the Company before the Option period expires to guarantee the reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.

(e) Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the Companies discretion, and will also have Administrative Fees applied.

(f) Flight reconfirmation: The Company strongly recommends flight times and numbers be verified or reconfirmed at least 72 hours prior to departure. The Company is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

(g) Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routings shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

(h) Airline, airport or weather delays:

The Company will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. The Company will not reimburse for any additional expenses incurred by the Client as a result. The company will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

17. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording:

"I understand traveling with Gap Adventures may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the Gap Adventures dossier for this trip I am undertaking and have provided details of any pre-existing medical conditions I may have to Gap Adventures representatives. I accept these risks and obligations and I fully assume the risks of travel."

Optional Activities

I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand Gap Adventures makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand Gap Adventures is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and the waiver and release of the Releasees set out in the foregoing paragraph shall apply to such optional activities."

18. 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. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour, the Client must advise Gap Adventures at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

19. GUARANTEED DEPARTURES

The Company guarantee selected departures at their discretion. The departure shall become guaranteed once there is one Client confirmed upon it. This guarantee of departure is still subject to force majeure situations, and the Company reserves the right to remove the guaranteed designation at anytime due to circumstances beyond reasonable control. The Company will not be held accountable for any indirect cost resulting to the client for this action.

20. TRAVEL DOCUMENTS

(a) The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

(b) To expedite the issuing of Gap Adventures travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via email or will be available on the website www.gapadventures.com once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means.

(c) It is the Clients responsibility to visit the website at least 72 hours prior to departure to ensure the most current Tour Itinerary and Dossier is in their possession as minor changes may have been made since the tour documents were originally provided by the Company.

21. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities or threat thereof, civil commotions, labor difficulties, whether or not Company is a party thereto, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company.

22. INSURANCE

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$200,000 while travelling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts above if requested by the group Leader or Company Representative. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation.

When the Client has obtained travel insurance through the Company, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by the Company. Where the Client has declined to purchase insurance through the Company, the Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance from a source other than the Company the Client must ensure the insurer is aware of the type of travel to be undertaken.

23. STANDARDS ON TOUR

The Client acknowledges the quality of the products and services, including accommodations, transport and all other services related to the tour that are organized by the Company or its representatives are likely to be different in standard to what the Client may reasonably expect at home. Further, the Client understands, appreciates and accepts any variance in quality or level of service as a part of the adventure travel experience. All arrangements made by the Company are done so with best of intentions to match any description provided, however, the Client reasonably allows for local conditions to influence products and services.

24. RESPONSIBILITY FOR YOUR TOUR

All services herein are organized by Gap Adventures. Notice is hereby given that all arrangements made on behalf of the Client are made by 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. Gap Adventures acts as an agent for transport companies, 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 traveller, acts of God, detention, delays or expenses arising from quarantine, strike, riots, 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 Client acknowledges that the quality of the products organized by the Company, including accommodations and all other services related to the tour which are organized by the Company, are not within the control of the Company and that in any event the quality of such products may be compromised by local conditions. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. The information contained in this brochure is correct to the best of the Company's knowledge and the Company accepts no liability for any innocent inaccuracies contained herein. The Company reserves the right to alter any itinerary in progress or service at any time without penalty to the Company. Any additional

expense or cancellation shall be borne by the customer. The organizer reserves the right to withdraw or refuse any service to any customer at the discretion of the organizer. Payment of deposit is taken as acknowledgement and agreement to these terms and conditions.

25. DISCOUNTS

All discounts and reduced pricing are applied at the Company's discretion. From time-to-time the Company may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings, and bookings that have already provided deposit are locked into their original price and are not entitled to the reduced pricing. The 5% discount for completing post trip evaluations cannot be applied to independent style travel tours, and cannot be combined with other offers or discounts provided by the Company.

26. CLAIMS AND COMPLAINTS

If a Client has a complaint against the Company, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Company representative or local Office Manager whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client's ability to claim compensation from the Company being extinguished or at least reduced. If satisfaction is still not reached through these means on tour then any further complaint must be put in writing to the Company via its Agents or directly to head office at 'customerservice@gap.ca' or Gap Adventures Inc., Customer Service Department, Base Camp 19 Charlotte St., Toronto, Ontario, Canada, M5V 2H5 within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

27. SUPPLIERS CONDITIONS

Airlines, railways, coach and shipping companies and other suppliers have their own booking conditions or conditions of carriage, and the Client will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier, and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at the Company's offices, or at the offices of the relevant supplier. The Company's liability will be limited to and shall not exceed that of its suppliers. The Client is precluded from making a double recovery by making the same claims and seeking the same recovery against the Company and its suppliers.

28. LOCAL CONDITIONS

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in his or her daily lives. By booking travel with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination. Air services are subject to conditions imposed, and the liability may, in turn, be limited by their tariffs, conditions of carriage as well as international conventions and arrangements. Conditions of Carriage apply to flights bound to and from your destination, some of which limit or exclude liability. For air carrier liability and options available to you regarding loss, damage or delay of your baggage consult the appropriate airline company website and submit any claims directly to the airline company. The Company does not assume any responsibility for schedule changes made by the airline, or any additional costs (accommodation, meals, etc) incurred due to any flight delays or misconnections. Additional independent contractors', hoteliers', shore tours' terms and conditions may apply.

29. OPTIONAL EXTRAS

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing flights and other extras that are not included in the tour price.

30. SEVERABILITY

In the event that any term or condition contained herein 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 Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

31. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns.

32. APPLICABLE LAW

The Terms and Conditions of Carriage including all matters arising from it are subject to Canadian Law and the exclusive jurisdiction of the Canadian Courts.

33. ERRORS AND OMISSIONS

Although the Company has made a concerted attempt to verify the accuracy of statements made herein and the Company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in this brochure or on the website.

34. PRIVACY POLICY

The Company will provide personal information, as well as any personal information provided in relation to persons whose travel arrangements have been requested by the Client, to suppliers and carriers to enable the operation of the services requested. The Company will do all reasonably possible in endeavoring to protect personal information. Please refer to the website www.gapadventures.com for the Company's Privacy Policy.

35. ONLINE BOOKINGS

All on line reservations shall be deemed as booked in Canada, and shall be subject to Canadian law and jurisdiction.

36. UPDATING OF TERMS AND CONDITIONS

The Company reserves the right to update and/or alter these terms and conditions at anytime. It is the responsibility of the Client to keep updated with any changes. The current version of terms and conditions will always be found on the website www.gapadventures.com and will be the terms referred to in any dispute.

In addition to the Booking Terms and Conditions, the Client shall be bound by the Conditions of Carriage. This document may be found on the Gap Adventures website www.gapadventures.com

Updated 17 December, 2009