

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. Therefore, all contracts and arrangements made with Abenteuer Wheatonriver are at the same time valid and binding for Wheatonriver Adventure.

1. General Information

Abenteuer Wheatonriver is a guiding and outfitting business owned and operated by Carmen Muehlemann and Robert Perren. Abenteuer Wheatonriver is registered in Whitehorse, Yukon Territory, Canada.

2. Registration and Payments

Any trip registration made with Abenteuer Wheatonriver will be binding to Abenteuer Wheatonriver after Abenteuer Wheatonriver has sent a written confirmation in regards to said registration. To hold a registration, Abenteuer Wheatonriver requires a non-refundable trip deposit of 20% of the full trip costs (minimum CAN\$ 100, -). If no other arrangements have been made, the balance of the trip costs is due 30 days prior to start of the trip. Payments are to be made as direct deposits into Abenteuer Wheatonriver's account (see information below).

2.1 Cancellation Policy

All trip 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	20% of total amount (minimum CAN\$ 100, -)
59–30 days prior to trip	40% of total amount
29 –8 days prior to trip	80% of total amount
7 –0 days prior to trip	100% of total amount

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

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 Abenteuer Wheatonriver 30 days prior to trip begin.

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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, Abenteuer Wheatonriver 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 Abenteuer Wheatonriver. Any of these surcharge payments have to be made locally to Abenteuer Wheatonriver.

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

Due to circumstances beyond Abenteuer Wheatonriver's control, and whenever Abenteuer Wheatonriver deems the changes necessary, Abenteuer Wheatonriver 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.

Abenteuer Wheatonriver 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 Abenteuer Wheatonriver.

Abenteuer Wheatonriver 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 and/or is planning a return prematurely.

6. Liability / Insurance

Activities arranged by Abenteuer Wheatonriver 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 Abenteuer Wheatonriver 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.

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

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

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7. Further Information

Each participant is responsible to check for and comply with all necessary travel requirements. Instructions made by Abenteuer Wheatonriver or its staff shall be followed at all times. All facilities and equipment owned by Abenteuer Wheatonriver must not be used without consent and proper instructions made by Abenteuer Wheatonriver 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

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

9. Single Occupancy Policy

On all trips offered by Abenteuer Wheatonriver, 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 Abenteuer Wheatonriver B&B, no single occupancies are possible.

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 Abenteuer Wheatonriver are geared towards the appreciation and enjoyment to discover and experience nature, a variety of landscapes and all plant and animal life. Abenteuer Wheatonriver 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. Abenteuer Wheatonriver reserves the explicit right to reject the participation of any customer:

- if Abenteuer Wheatonriver deems the physical fitness not appropriate to the trip involved;
- if Abenteuer Wheatonriver 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.

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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 Abenteuer Wheatonriver. Exclusive jurisdiction for any litigation with Abenteuer Wheatonriver, Carmen Muehlemann or Robert Perren shall be Whitehorse, Yukon Territory, Canada.

Whitehorse, January 2010

Bank Account Information / Foreign Currency Account in CAN

BEKB, Berner Kantonalbank, Bahnhofstrasse 1, 3601 Thun, Carmen Muehlemann and Robert Perren IBAN: CH70 0079 0016 2668 8966 7 / BC: 790 / SWIFT: KBBECH22