

## WANDRIAN ADVENTURES

### TERMS AND CONDITIONS

Payment Schedule and Cancellation Charges\*

#### PAYMENT SCHEDULE:

At time of reservation...\$1000 per person  
90 days prior to departure or upon receipt of invoice...Balance of Adventure cost

#### CANCELLATIONS AND REFUNDS:

If you cancel your trip, the following cancellation charges apply:

Nonrefundable cancellation charge...\$250 per person

61–90 days prior to departure...50% of land cost

31–60 days prior to departure...25% of land cost

30 days or less to departure...No refund

At or after trip departure...No refund

*\*Payment Schedule and Cancellation Charges for cruises, safaris, and some Private Journeys may vary from this standard schedule. See detailed itineraries for specific information.*

Your signature below confirms that you have read and agree to the above Payment and Cancellation policies, and that you understand that these terms apply to all in your party (if multiple names appear on the attached invoice).

Signature:

*Trip Participant making payment*

Print Name

Date:

Trip Name:

Date:

## ATTACHMENT D: TERMS AND CONDITIONS

THESE ARE THE TERMS AND CONDITIONS WHICH WILL APPLY TO YOUR BOOKING.  
BY BOOKING AN ADVENTURE YOU AGREE TO BE BOUND TO ALL TERMS AND CONDITIONS.

### 1. GENERAL STATEMENT.

All persons who intend to make a booking, have sent in an application or deposit, have paid for a booking in any amount (partial or full), and / or will or has begun or completed an adventure with Wandrian Adventures (“WA”) has carefully read and understand the Terms and Conditions that follow and all Contract Documents. By making a booking by telephone, or on the website [www.WandrianAdventures.com](http://www.WandrianAdventures.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 with disabilities to be bound by these Terms and Conditions and the Application Documents.

No persons shall be deemed to have booked an adventure and WA shall not assume any obligations and / or liability until timely receipt of the Applicant’s properly completed and executed Application Form, the Application Documents, and the deposit (together with the Booking Form and Payment Invoice, “Contract Documents”). Prior to a proper and timely booking, WA reserves the right to increase or decrease any and all prices. WA, its affiliates, agents and representatives reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereinafter referred to as the “Client”. All bookings are made with WA, however WA may utilize the service of agents, affiliates and / or third-party suppliers for various services provided for or associated with your adventure.

These Terms and Conditions together with the Contract Documents shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There are no verbal or written; representation(s), warranties, collateral agreement(s), prior agreement(s), description of services, or conditions, other than as expressed herein. The service to be provided is/are the adventure(s) referred to in the booking confirmation.

### 2. CONDITIONS OF CARRIAGE.

Carriage by road, air or by sea is subject to the individual carriers conditions. Copies of these conditions are available on request. WA’s liability for death and or personal injury and/or loss of and/or damage to luggage may be limited by the conditions in this agreement, international conventions, treaties, or any applicable law including the Athens, Warsaw or Montreal Conventions.

### 3. MEDICAL.

Clients and their medical practitioner(s) are obligated to review, complete, sign and return to WA the Medical Information Form (Attachment C) as outlined in the Contract Documents. In addition, Clients are asked to review the Medical Facts Sheet as it relates to their adventure. Any questions, comments or decisions in relation to the Clients physical or mental suitability for an adventure shall take place between the Client and their medical practitioner. 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 privacy policy as outlined in Attachment C. The Company reserves the right to challenge any information submitted, ask for further information or clarity on certain points, or reasonably reject or rescind a client’s booking based on the medical information presented to WA. In the event the Client has made a booking with WA and subsequently is unable to complete the required medical form for any reason by the dates specified in the Contract Documents and / or Payment Invoice, the WA reserves the right to treat the booking as cancelled, and applicable cancellation penalties apply.

- a. The Client acknowledges and understands that their adventure may be to a destination that is remote, isolated, and far removed from medical care facilities. 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. The Client agrees and acknowledges the risks, dangers, and limited availability or lack of any medical care associated with such travel and, together with all limitations of liability found in this document and the Contract Documents including those found in Attachment C, absolve WA of any liability of such risks, dangers and failure to provide medical care.
- b. The client understands the honest completion of the Medical Information form will assist all concerned in an emergency situation. In the event there is a dispute between the WA and the Client in regard to the Clients’ physical or mental suitability for an adventure, the matter will be referred to a medical professional at the Clients expense.
- c. WA must be notified in writing at the time of booking of any medical conditions, pregnancy, physically or mentally challenged conditions or disabilities which may affect fitness to travel. The Client’s failure to notify WA of such conditions may result in the client being refused travel. The Client’s failure to notify WA of any such condition that results in cancellation will result in 100% cancellation fees to the Client. Some adventures may be unsuitable for Clients due to age, mobility, pregnancy or physical or mental conditions. It is the Client’s responsibility to check prior to booking. WA may refuse to carry pregnant women over 24 weeks or Clients with certain mental or physical conditions. WA is not required to provide any special facilities unless it has been agreed to do so in writing. WA 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 failing to provide these requests.

### 4. CURRENCY.

WA sells its adventures in United States Dollars (USD).

### 5. BOOKING DEPOSIT

At time of booking a non-refundable deposit is required per person per adventure as indicated on your Payment Invoice. The following are WA’s booking deposit schedules:

- Bookings more than 180 days prior to departure shall require a deposit as indicated by the Payment Invoice.
- Bookings more than 60 days but less than 180 days prior to departure shall require a deposit, plus first payment as indicated by the Payment Invoice.
- Bookings less than 60 days prior to departure shall required full payment as indicated by the Payment Invoice.

The non-refundable deposit should be sent to WA. Some adventures 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 Payment Invoice.

### 6. FINAL PAYMENT AND ACCEPTANCE OF BOOKING.

a. Final Payment: Acceptance of the Client’s booking shall be confirmed in writing by WA. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the adventure is 60 days. If full payment is not received by the due date, then rates and adventure space cannot be guaranteed and WA has a right

to cancel your adventure and keep any and all Client deposits. If a booking is made 90 days or less before the departure date of the first service booked then the full payment amount is payable at the time of application and booking; failure to remit the full amount shall deem the adventure voidable by WA as it was not properly booked by the Client.

- b. Client Details: In order for WA to confirm and guarantee the Client's travel arrangements, the Client must provide all Client details with their final invoice payment as per the dates specified in the Contract Documents. If the Client does not provide all details 60 days or more before departure a fee of USD\$250 will be charged to the Client. In the event where client details have not been received by WA 30 days prior to the Client's adventure departure, the Company reserves the right to treat the adventure as cancelled and full penalties will apply. Client detail requirements may vary by adventure.
- c. Traveling with Children: The minimum age for Clients traveling on an adventure is based on the adventure chosen. An adult over the age of 21 must accompany every 2 children under the age of 18. All inquiries with respect to children are subject to review and approval by WA, which maintains and reserves the right to restrict the number of travelers under the age of 18 on adventures. If the adult accompanying the child is not the child's parent, then a "Parental Consent Guardianship Form" must be signed by the parent or legal guardian and received by WA prior to departure.
- d. Credit Card Charges: WA shall not be responsible for any charges applied to credit card transactions and shall not refund or return any fees by third parties as incurred during the transaction of the adventure cost.

## 7. CANCELLATION / TERMINATION OF ADVENTURE BY THE CLIENT.

Any cancellation by a Client must be made in writing and acknowledged by WA. The amount of the cancellation charge will be determined by the date of receipt of such request by WA.

### a. General Cancellation.

The cancellation charges are expressed hereafter as a percentage of the total adventure price, excluding insurance:

- Cancellation 90 days or more before departure: Loss of deposit.
- Cancellation 59- 45 days before departure: 50% of cost of services booked
- Cancellation less than 45 days before departure: 100% of cost of services booked.

Custom adventures may vary in cancellation policy from those described herein, and will be detailed at time of booking.

### b. Cancellation for Expedition Adventures.

The cancellation charges are expressed hereafter as a percentage of the total adventure price, excluding insurance.

- Cancellation 120 days or more before departure: Loss of deposit.
- Cancellation 120 - 60 days before departure: 50% of the cost of services booked.
- Cancellation less than 60 days before departure: 100% of cost of services booked.

In addition to the cancellation fees detailed in Section 7(a) and (b), the full insurance premium for any insurance arranged through WA is non-refundable. The Client is strongly advised to take out cancellation insurance at the time of making the booking.

## 8. CANCELLATION / TERMINATION OF ADVENTURE BY WA.

WA reserves the right to cancel any adventure for any reason, but will not cancel an adventure less than 60 days before departure except for force majeure as outlined in Section 17 local permitting issues or any other reasonable concern.

When an adventure is cancelled by WA, the Client may choose between a full refund of all monies paid or, if offered in the sole discretion and option of WA, any alternative adventure offered by WA at no extra cost to the Client save for any local payments required as outlined in your Contract Documents and / or any other literature or itinerary received by the Client from WA. WA is not responsible for any direct, incidental, consequential damages, expenses or losses that the Client may have incurred as a result of the booking including, but not limited to, visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment and opportunity. If the alternative adventure 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 adventure cannot be provided, the WA will make suitable alternative arrangements for the continuation of the adventure. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the WA will provide the Client a refund of unused adventure portions.

## 9. UNUSED SERVICES.

There will be no discounts or monies refunded for missed or unused services, including the Client's voluntary or involuntary termination/departure from adventure, which includes but is not limited to sickness, death of a family member etc, late arrival on the adventure, or premature departure either voluntarily or involuntarily.

## 10. PRICES AND SURCHARGES.

No price increases will be made to a booking 30 days or less before departure. The Company reserve 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, or if government action should require us to do so. The Company will absorb 15% of any such surcharge. If the surcharge/price increase is for more than 15% then the remainder will be charged. If any surcharge results in an increase of more than 30% of the adventure 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 Adventure Cancellation Insurance Premiums and/or flights).

All cancellation requests shall be received in writing or via email with a reply from Wandrian Adventures Ltd..

## 11. BROCHURE AND WEBSITE VALIDITY / WARRANTY OF STATEMENTS.

The prices in this brochure and website are based on the rates and costs in effect at time of the printing the brochure or posting on the website. WA reserves the right to alter any and all prices.

## 12. CHANGES:

- (a) Changes made by WA: While WA will endeavor to operate all adventures as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by WA. If WA makes a major change WA will inform the Client as soon as reasonably possible if there is sufficient time before departure. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid (excluding Trip Cancellation Insurance Premiums and/or flights) or accepting any alternative adventure offered by WA. The definition of a major change is deemed to be a change affecting at least one in three full adventure 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 adventure 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 Trip Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

- (b) Transfer to another departure (by Client): A transfer from one adventure to another can only be made more than 90 days before departure date and only if approved in writing by WA. If such a request is accepted by WA, WA reserves the right to charge up to the deposit amount of the first booked adventure. Any request to transfer received less than 90 before departure will not normally be accepted. In this case the Client must cancel the booking and then re-book on another adventure. The Client may only transfer the booking to a departure date in the current season and may not transfer the booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply.
- (c) Transfer of name: If the Client is prevented from traveling on the adventure booked by circumstances such as those which would permit a claim on a standard cancellation insurance policy, the booking may be transferred to another person, provided they meet all the requirements relating to that adventure and have read, understood and agree to the terms and conditions of this contract and the Expedition Ticket/Contract (if applicable). More than 90 days before departure, up to the deposit amount of the adventure will apply. Within 90 days name transfers are not permitted.
- (d) Amendments: Any amendments to a file within 90 days of a departure will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged to the clients final balance.

### 13. ACCEPTANCE OF RISK:

The Client acknowledges that the nature of the booked adventure is not that of a standard trip and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release WA from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to adventure commencement, the Client may be asked to sign a participation form, with the following wording:

"I understand traveling with Wandrian 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, among 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 trip or holiday. I have read and understood the Wandrian Adventures information literature and documents for this adventure. I am undertaking and have provided details of any pre-existing medical conditions I may have to Wandrian Adventures representatives. I accept these risks and obligations and I fully assume the risks of travel. I fully and forever release and discharge Wandrian Adventures Ltd., and all other related, affiliated, associated or otherwise connected corporations, partnerships, individuals and other entities and all of their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, the "Releasees") from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by me in connection with or in any way relating to this trip, due to any cause or reason whatsoever including, without limitation, the reckless, willful or negligent actions or omissions of the Releasees or any other person or persons.

Optional Activities: I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand Wandrian Adventures makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand Wandrian 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."

### 14. AUTHORITY ON ADVENTURE:

By booking with WA, the Client agrees to abide by the authority of the adventure leader or WA 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 adventure, the Client must advise WA at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the adventure or, if in the opinion of the adventure leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the WA may terminate that Client's travel arrangements without any liability on the WA'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.

### 15. GUARANTEED DEPARTURES:

WA guarantees selected departures at their sole discretion. This guarantee of departure is still subject to force majeure situations, and WA reserves the right to remove the guaranteed designation at anytime due to circumstances beyond reasonable control. The WA will not be held accountable for any indirect cost resulting to the client for this action.

### 16. 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 adventure, (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 adventure and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by WA regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and WA is not responsible for any errors or omissions as to the information provided.
- (b) To expedite the issuing of WA travel documents please note that all adventure related travel documents such as vouchers, itineraries and invoices will be sent via email once full payment has been received by WA. WA reserves the right to impose a fee for those Clients who wish to receive paper documents.
- (c) It is the Client's responsibility to visit the website at least 72 hours prior to departure to ensure the most current Adventure Itinerary and documents are in their possession as minor changes may have been made since the adventure documents were originally provided by WA.

### 17. FORCE MAJEURE:

WA 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 WA'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 WA 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 WA.

### 18. INSURANCE:

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$200,000 while travelling with WA 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 Trip Leader or WA 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. WA 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 WA or elsewhere, are not reimbursable. Losses due to ordinary wear and tear or acts of God are not reimbursable. WA does not 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 WA including, but not limited to, hotels, pensions, campsites, homestays, vessels, expedition vehicles, or any other mode of transportation.

When the Client has obtained travel insurance through WA, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by WA. Where the Client has declined to purchase insurance through WA, the Client acknowledges that the cost of the adventure 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 WA the Client must ensure the insurer is aware of the type of travel to be undertaken.

## 19. STANDARDS ON ADVENTURE:

The Client acknowledges the quality of the products and services, including accommodations, transport and all other services related to the adventure that are organized by WA 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 WA 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.

## 20. RESPONSIBILITY FOR YOUR ADVENTURE:

All services herein are organized by WA. 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 WA and/or persons engaged in carrying out the arrangements. WA 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 traveler, 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 WA including accommodations and all other services related to the adventure which are organized by the WA, are not within the control of WA and that in any event the quality of such products may be compromised by local conditions.

Accordingly, the Client hereby releases WA from all claims and causes of action arising from any damage, 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 WA's knowledge and WA accepts no liability for any innocent inaccuracies contained herein. WA reserves the right to alter any itinerary in progress or service at any time without penalty to WA. 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.

## 21. DISCOUNTS:

All discounts and reduced pricing are applied at the WA's discretion.

## 22. CLAIMS AND COMPLAINTS:

If a Client has a complaint against WA, the Client must first inform the adventure leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact a WA representative while on an adventure in order to ensure that WA is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on adventure will result in the Client's ability to claim compensation from the WA being extinguished or at least reduced. If satisfaction is still not reached through these means on adventure then any further complaint must be put in writing to WA via its Agents or directly to head office at:

Wandrian Adventures LTD.  
106 Fulton Street  
Boston, MA 02109

within 30 days of the end of the adventure. WA will not accept any liability for claims received after this period.

## 23. 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 WA's offices, or at the offices of the relevant supplier. WA'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 WA and its suppliers.

## 24. 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 WA, 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.

## 25. OPTIONAL EXTRAS:

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

## 26. 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.

## 27. SUCCESSORS AND ASSIGNS:

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

## 28. ERRORS AND OMISSIONS:

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

### **29. PRIVACY POLICY:**

WA will provide personal information to suppliers and carriers to enable the operation of the services requested. WA will do all reasonably possible in endeavoring to protect personal information. Please refer to the website [www.wandrianadventures.com](http://www.wandrianadventures.com) for WA's Privacy Policy.

### **30. FINANCIAL SECURITY:**

To ensure adventure arrangements are fully protected, all monies received as payment for adventures booked with WA will be deposited in a Trust Account with Capital One Bank NY. The Wandrian Adventures Trust Account is bound by regulations and independently audited. Money is held in Trust until the adventure is completed or the services comprising the adventure have been paid for by WA.

### **31. APPLICABLE LAW AND CHOICE OF FORUM:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State without regard to applicable conflicts of laws provisions.

### **32. UPDATING OF TERMS AND CONDITIONS:**

WA reserves the right to update and amend 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](http://www.gapadventures.com) and will be the terms referred to in any dispute.

