

## **General conditions**

### ***Your booking and payment***

- ï. The agreement is official for the participant(s) when you have completed the registration form and sent it to us by Internet.
- ï. Within seven days of receiving your invoice, you must transfer a down payment of 50% (minimum of € 40.00), or the complete amount.
- ï. We should receive the complete amount at the latest two months before the date of arrival. After receiving the down payment, Actusail® will be bounded to your reservation.
- ï. In case you register less than two months before the date of arrival "date of delivery", we must receive the complete amount at one time.
- ï. If you think that the Actusail® invoice is wrong, it is obligatory to report this to Actusail®. We will then send a new invoice.
- ï. You can only do a booking for yourself. The person who books at Actusail for a group is liable for the other registered persons. This means that the person booking the activity is responsible for reading the general conditions and all other information in the brochure and website carefully. Any item included in the price is based on a fair usage agreement.
- ï. All costs of bank transfers of a booking have to be paid by the booker himself.

### ***Length, program, and modifications of the trip***

- ï. It could be necessary to change the program in case of unforeseen circumstances such as mechanical problems, weather conditions, changed timetables, natural disasters, changes in local legislation concerning diving, sailing, skating, immigration rules, permits, political conflicts and cancelled activities by specific suppliers.

It is not possible to cancel or replace the Actusail adventure when the night activities has been called off or the character therefore has changed for reasons other than the normal cancellation conditions.

- ï. The tour leader reserves the right to change the original route, the program, the daily agenda, hotel arrangements and transport.
- ï. You will hear from us immediately if the date of departure changes. If we have to cancel the tour due to unforeseen circumstances, we will do our utmost to offer you a comparable tour.

### ***Insurance***

It is obligatory that you take out travel accident insurance. We advise you to take out cancellation insurance as well.

### ***Skills***

You must be in good health and able to perform all standard skills. You have to meet the minimum (certification) requirements for your own safety and the safety of the other participants.

### ***Protection***

It is solely your personal responsibility to wear the right protective gear. Actusail encourages participation with protective gear: If a local organization requires wearing a special equipment, you find it indicated on our website.

### ***You participate at your own risk***

Indeed: You participate at your own risk. You carry sole responsibility for wearing the right protection and for the condition of your equipment.

Actusail does not accept any responsibility for damage - no matter what kind of damage - resulting from accidents. Actusail's liability for damage resulting from death or injury is limited or excluded by the valid international pacts.

ActuSail also does not accept liability for damage with any claim for compensation which rests on an insurance or government benefit.

### **Minimum and maximum number of participants**

If applicable the minimum and maximum number of participants is indicated on the website.

### **Modifications of your booking**

Contact us as soon as possible if you want to modify your booking. We will do our best to see what is possible. A modification fee might be charged: € 75 per modification.

If more than one modification is made at one time, the price remains the same.

*A cancellation is not a modification. Please check for our rules of cancellation.*

### **Cancellation by ActuSail**

The minimum number of participants is indicated for each of the tours. If there are not enough participants, we will cancel the tour. This is rare. In this case, we inform you four weeks before departure and we refund the money you have paid.

### **Cancellation by you**

We charge the following cancellation fees if you cancel participation in the activity:

Cancellations more than four months before arrival: we charge only a 25% reservation fee.

ī, Cancellation from 120 (included) to 61 days before arrival: 50% of the amount;

ī, Cancellation from 60 (included) to 31 days before arrival: 75% of the amount;

ī, Cancellation from 30 (included) to 15 days before arrival: 85% of the amount;

ī, Cancellation from 14 (included) to the day of arrival: the complete amount.

You are required to submit your cancellation by e-mail.

You can decrease your risk under certain circumstances (illness, etc.) by taking out cancellation insurance.

### **The weather**

When the weather is bad, we may cancel a part of the tour.

The good news is that we never cancel the whole adventure because there are other activities to undertake as well.

The costs of using public transport or of driving your own car during the trip are yours.

### **Accommodation**

We need a signed copy of the valid passport and visa of each individual who will stay in the accommodation. It is not allowed to host other people in the Accommodation. Any item included in the price is based on a fair usage agreement. People occupying the accommodation will permit (after prior notice) the representative of the landlord to enter the accommodation for maintenance, monitoring and inspection with potential buyers. If the booked accommodation / hotel is not available, we reserve the right to offer you comparable accommodation. A deposit in local currency has to be paid, you will be informed about the individual order deposit amount. The balance of that deposit will be refunded within 14 days after check-out date.

### **If you are dissatisfied with something during the adventure**

Speak directly with your local guide. Do not wait until the trip is over because there is nothing that can be done about it anymore.

### **Special wishes**

We try our utmost to comply with your special request.