



A Tour/Workshop with The Human Nature Company Inc.

Terms and Conditions

Please read this important information carefully. The delivery by the client of the deposit together with a signed copy of this document to The Human Nature Company shall constitute the client's consent and agreement to all of the provisions contained herein.

Payment Schedule and Rates

A deposit of \$1,000 per client is required to reserve a position for a tour. Deposit can be made by cash/cheque, electronic transfer or credit card via PayPal. The balance of payment for the tour must be received by The Human Nature Company at least 90 days prior to the scheduled departure date. The Human Nature Company will only issue pre-departure documents to a client once it has received full payment together with all required documents duly completed by the client.

Tour fees quoted are based on prices in effect at the time of printing/posting and as such, are subject to change without notice prior to departure.

Prices are cash/cheque discounted. Call for credit card/PayPal pricing.

For wire transfers, clients should note that the transferring financial institution may charge a service fee, which shall be at the client's expense. Returned cheques are subject to a \$25 CDN fee.

Cancellations and Refunds

All requests for cancellations must be received in writing. Upon The Human Nature Company receiving a written notice of cancellation at least 90 days prior to the scheduled date of departure, the client shall receive a full refund of its tour fees, less an administrative penalty of \$500. If a written notice of cancellation is received by The Human Nature Company between 60 and 90 days prior to the scheduled date of departure, the client shall receive a refund of 35% of its tour fees. Please note that within the 60-day limit, all fees, deposits and tariffs received by The Human Nature Company are forfeited. For these and other reasons mentioned below, clients are strongly advised to obtain trip cancellation insurance. No refunds shall be made to clients who do not participate in any part of, or otherwise do not complete, the tour for any reason whatsoever. Trip Cancellation Insurance is strongly recommended to cover the full cost of the tour in case of unforeseen circumstances.

Baggage

Baggage is solely at the client's risk and expense.

Insurance

Due to the nature of the tour in which the client will be participating, clients should have in place prior to departure comprehensive insurance coverage including without limitation medical, emergency evacuation, trip cancellation, accident and baggage insurance. Emergency medical and evacuation coverage is mandatory for trip participation and policy documentation will be required. Any losses sustained by the undersigned client as a result of its failing to obtain proper insurance coverage shall be the sole responsibility of the client. For full coverage clients are recommended to obtain insurance at the time of deposit.

Images and Privacy

On this tour we take many photos, some of which we use for promotional purposes. If you would not like photos which include you to be used, please let us know in advance.

Itinerary

The itinerary/program described is subject to change at the discretion of the tour leaders. The Human Nature Company reserves the exclusive right, in its sole discretion, to alter or omit any part of the itinerary or change any reservation, staff member, feature and/or means of conveyance without notice and for any reason whatsoever including but not limited to weather conditions, force majeure and other factors beyond our control and without allowance or refund and with any and all extra costs resulting there from paid by the clients. The Human Nature Company expressly reserves the right to cancel, without prior notice to the clients, any tour prior to departure, in which case tour fees will be refunded without further obligation on the part of The Human Nature Company including, but not limited to the payment of interest accrued thereon. Decisions to alter the itinerary/program as aforesaid shall be made in the best interest of all clients involved in the tour. The Human Nature Company expressly reserves the right in its sole discretion to cancel the reservation of, or remove from the tour, any client at any time.

Release

The undersigned hereby agrees with these terms and conditions and further agrees that The Human Nature Company shall have no liability or responsibility whatsoever for damages to or loss of property, or injury which may be sustained by reason of, or while engaged on, any Human Nature Company tour, whether due to (i) The Human Nature Company's ownership, maintenance, use, operation or control of any manner of conveyance used in carrying out the tour; (ii) the use of transportation or other services of owners, operators, or public carriers for whom The Human Nature Company acts only as agent; (iii) client's lack of proper travel documentation (such as visas, passports, etc.); (iv) any act, omission or event occurring during the time that clients are not on tour with The Human Nature Company carriers or conveyances; or (v) any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage, or changes caused by sickness, weather, strike, quarantine or other causes beyond the control of The Human Nature Company. The undersigned hereby waives any claim it may have against The Human Nature Company for any such damage, loss or injury. The client understands and acknowledges the ticket in use by the carriers concerned (when issued) shall constitute the sole contract between the transportation companies and the purchaser of these tours and/or passage. The Human Nature Company of Clarke's Beach, Newfoundland and Labrador, Canada acts only as agent when services are purchased from other service providers such as boat tour operators, food services, accommodation providers or any other service. The Human Nature Company and partnering organizations such as Adventure Canada do not assume any responsibility or liability whatsoever for any claims, damages, expenses or other financial loss related to the operation of this tour. All legal questions and actions against The Human Nature Company must be brought in Newfoundland and Labrador, Canada, and by its acceptance hereof the client waives any right to bring an action in any other forum. The client hereby certifies that he/she does not have a mental, physical or other condition or disability that would create a hazard for him/herself or other clients. The client agrees to deliver the Personal Information form provided by The Human Nature Company prior to departure.

The undersigned client clearly understands that the liability of The Human Nature Company is definitively limited as aforesaid. The undersigned client has carefully read the terms and conditions set out herein as well as the materials regarding the tour provided by The Human Nature Company and is aware that such tour involves the risk of personal injury or death and damage or loss of property. In consideration of the benefits to be derived from participation in the tour, the undersigned voluntarily accepts all risk of personal injury or death and property damage or other loss arising from participation on the tour and hereby agrees that he/she and his/her dependents, heirs, executors and assigns, do release and hold harmless The Human Nature Company and its employees, officers, directors, trustees and representatives from any and all claims, including claims of negligence, illness, personal injury, death or property damage or loss, however caused, arising from or related to this tour. The undersigned has read carefully this agreement, and will abide by the conditions set by The Human Nature Company and in the terms and conditions hereof or elsewhere published. The undersigned affirms that he/she has not received or relied on any oral or written representation of The Human Nature Company as a basis for executing this Release.