



TERMS & CONDITIONS

These Terms and Conditions are legally binding between the traveller(s) and Alchemy, herein after referred to as 'the Company' or 'we'.

1. To make a booking you must complete the Booking Form and pay a deposit of 50% of your selected travel arrangements, unless we issue an amendment via email when a smaller or larger deposit would be necessary to guarantee the trip. We will then invoice you for the remainder of the cost, which you must pay no later than 8 weeks before departure. If you book less than 8 weeks before departure, full payment must be made on booking, unless we issue an amendment via email stating alternate payment dates. The booking is not accepted and no contract shall exist between us until the date shown on the confirmation issued by the Company. Notification of cancellation must be made to the Company in writing and will be effective upon receipt. If you do not pay the balance of your holiday cost by the due date of 8 weeks before departure your booking will be terminated and you will lose your deposit.
2. If you cancel your booking more than 8 weeks before departure we will not refund your deposit. If you cancel your booking after you have paid in full the following cancellation charges will be made:
 - o more than 56 days before departure: loss of deposit
 - o between 29 and 42 days before departure: 60% of the holiday cost
 - o between 15 and 28 days before departure: 80% of the holiday cost
 - o 14 days or less before departure (or fail to join the holiday): 100% of the holiday cost

We receive the right to change these cancellation terms and will do so by written notification prior to the request for deposit.

3. These dates refer to the date we receive written notification of your cancellation, signed by at least one of the individuals listed on the booking form. Cancellation notifications must be clearly dated, signed and sent by email or registered post. Failure to comply can result in 100% cancellation charges. We strongly recommend you to take out insurance against irrecoverable cancellation costs.
4. If you are prevented from traveling, you may transfer your booking to another person provided they meet all the requirements relating to that holiday. A transfer fee of \$200 will be payable, or \$300 if the transfer is less than four weeks before departure. Additional costs such as non-transferable airline tickets and permit fees may also be payable. Should you transfer your booking to another person, you will both be jointly and severally liable for payment of the holiday price and other associated expenses. We require a written transfer notification for all transfers, clearly dated and signed by transferor and transferee.
5. Alchemy or its third-party, independent suppliers may find it necessary to make substitutions in the accommodations due to circumstances beyond their control. Normally substitutions are of superior or equal quality. If a substitution of equal or superior quality cannot be made, a refund will be paid for the difference for the particular accommodation in question. We strongly advise you not to incur any non-refundable incidental expenses, e.g. for visas or flights, before we send you final confirmation of your itinerary. This is because scheduled airlines regularly vary their

timetables. We shall however endeavor to send you your final confirmation between 14 and 21 days prior to departure.

6. Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease quoted prices. Where our allocation of air seats has been fully utilized or where it is not possible to offer an air seat from an allocation, we reserve the right to pass on any extra costs incurred. You have the right to withdraw from the booking at this stage if you do not accept the price revision. The contract will exist when you have accepted or not objected to any price revision and we have issued a confirmation invoice. We reserve the right to impose surcharges once you have booked. Surcharges will only be imposed for variations in:
 - o transport costs, including the cost of fuel,
 - o dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports,
 - o the exchange rates applied to the booking,
 - o or the cost of excursions managed or owned by a third party.
7. Price increases and surcharges will be calculated according to the full extra cost compared to the costs and exchange rates obtained when the quote was calculated. In any event we shall absorb any such surcharge up to 2% of the original holiday cost.
8. A general indication is provided in each holiday's itinerary: the type of accommodation used, what is included in the price, passport and visa requirements, and health formalities. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so.
9. For every holiday booking we create a Trip Itinerary Quote with detailed inclusions and exclusions. The information and conditions relating to your holiday (and extensions/options where applicable) contained within this document will be deemed to be part of the contract, and you should therefore read them carefully. Should there be a discrepancy between the information given in email correspondence or by telephone and the Trip Itinerary Quote, the information in the Trip Itinerary Quote supersedes any other information and will be considered the most up-to-date and accurate.
10. Any information or advice provided by the Company on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of the Company, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.
11. If any significant changes to the holiday have to be made before departure, we undertake to inform you, and you will be presented with a list of options on action to take. A 'significant change' does not include a change of carrier, transport or named accommodation, but is normally considered a change of more than 24 hours (12 hours for holidays of 10 days' duration or less) in departure or return timings, a change of domestic departure airport or a major itinerary re-routing.
12. Alchemy, its employees, shareholders, officers, directors, successors, and agents does not own or operate any entity, which is to or does provide goods or services for your trip. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result, Alchemy is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, Alchemy is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection to the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war (threatened or actual), terrorist activities (threatened or actual), civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transport mechanism to arrive or depart on time. There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Passenger assumes all such risks associated with participating in this trip. It is a fundamental condition of purchasing or joining any of the Alchemy tours that you accept this flexibility, and acknowledge that delays and alterations and

their results, such as inconvenience, discomfort, or disappointment, are possible: we will always endeavor to provide suitable alternative arrangements. If it is impossible to make alternative arrangements or if a passenger is unable, or does not choose for good reason, to complete an itinerary outlined for a holiday, the Company is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present on the tour, but in these circumstances we will arrange transport back to your point of departure if you wish.

13. If you are partaking in a group excursion with a full-time Tour Manager supplied by Alchemy or a third-party operator, it is necessary that you abide by the authority of the Tour Manager, who represents the company or third-party operator. Signing our booking form signifies your agreement to this, and if you commit any illegal act when on the holiday or if in the reasonable opinion of the leader or guide your behavior is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday you must advise us of this at the time of booking or risk immediate termination of your travel arrangements without any liability on our part.
14. Before you come on the holiday you must be covered by insurance, which must include adequate cover for baggage, medical expenses and the cost of repatriation, should you become too ill to continue, including helicopter rescue and air ambulance. If you join the holiday without adequate insurance you may not be allowed to continue on the holiday, with no right of refund.
15. Our responsibility does not commence until the appointed time and place as stipulated in the Daily Details document. We shall not be responsible for any additional expenses incurred by you to meet up on time and at the designated place as stipulated in the Daily Details document. Should you be unable to arrive on time for the start of the scheduled tour you must inform us at the latest 24 hours before your new arrival time. We will endeavor to resume the scheduled trips as per the Trip Itinerary Quote and we will charge any necessary additional local costs accordingly. We reserve the right to cancel all further holiday arrangements if no contact has been made with us within 24 hours after the scheduled arrival time.
16. If you have any complaint about the holiday, you must make it known at the earliest opportunity to the guide and/or our local representative and/or our office contact, who will normally be able to take appropriate action. If at the end of the holiday, you feel your complaint has not been properly dealt with, we shall try and agree a settlement with you, but you must first notify us of your complaint in writing within 5 days of your scheduled date of return. Please note we only deal with complaints via letter, telephone or email, and not in person.
17. We are not liable for any damage to you that is:
 - attributable to you;
 - attributable to a third party connected or unconnected with the provision of the services and are unforeseeable or unavoidable;
 - due to unusual and unforeseeable circumstances beyond our control and could not have been avoided even if all due care had been taken
 - due to an event which even with all due care we could not foresee or forestall
18. At some of the places you will visit on your tour, optional activities will be available from other independent suppliers who are not affiliated with Alchemy. Some of these activities carry with them inherent risks, which can cause serious injury. These activities include, but are not limited to: (1) walking safaris; (2) horseback/camel/jeep safaris; (3) sailing; (4) ballooning; (5) light aircraft flights; (6) diving and snorkeling; (7) bicycle rides (8) paragliding (9) bungee jumping (10) rock climbing. You should be aware that, although precautions are taken by the suppliers to guard against such dangers, your safety cannot be guaranteed. Should you elect to participate in such activities while you are on your tour, you are free to do so at your own risk. Alchemy assumes no responsibility for your safety and requests common sense and caution be exercised while visiting any of the cities and towns on the tour. The company is in no way responsible for incidents or personal/public interaction occurring between a tour member and anyone you may meet while on tour.
19. In any event, you are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives. You

are required to carry proof of insurance with you and produce it if reasonably requested by company employees or suppliers. Any flights forming part of the holiday arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. Airlines concerned are not to be held responsible for any act, omission or event occurring while passengers are not on board their aircraft. International air carriers are also subject to international air conventions limiting their liability. These limitations of liability are explained on the e-ticket or on the reverse of the airline ticket and when issued, this constitutes the sole contract between the respective air carrier(s) and their passengers.

20. Alchemy is not responsible for any stolen or lost items
21. Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.
22. To ensure that your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements including airlines, hotels and transport companies. We may also supply it to security or credit checking companies, and to public authorities such as customs and immigration or Public Security Bureau. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements, to people responsible for your holiday arrangements. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge of \$5USD/person for providing this.
23. The booking conditions may only be waived or amended by written mutual consent. When you complete the booking form you agree to accept all these conditions, and when we accept your booking we agree to carry out our obligations to you as defined in this document and other information provided to you.
24. By completing the Booking Form you are confirming that you have purchased your own travel insurance policy and that you have checked this policy and that you are satisfied that it: is adequate in terms of cover for your travels with Alchemy and all activities in which you are likely to participate while traveling with Alchemy are insured. You also confirm that you are aware of any excesses or exclusions within your travel insurance and that you absolve Alchemy of any liabilities that may arise from failure to take out adequate travel insurance while traveling with Alchemy