



## JOURNEYS | TERMS & CONDITIONS

### THE SERVICE PROVIDER

is Explore Beyond Ltd., registered in Shanghai, China.

### THE CLIENT

Is the collective term for each person who partakes in the tour and has agreed to contract the services of Explore Beyond Ltd.

### RESERVATION & DEPOSIT

For each tour a deposit of 30% of the total amount is required at the time of booking. This deposit secures the dates, ground transportation & choice of accommodation and has to be paid within 2 weeks of booking confirmation. The client can also choose to pay the full amount at the same time the deposit is due. The balance is due 2 weeks before the trip starts.

### CANCELLATION & REFUNDS

Due to the exceptional circumstances the SARS-CoV-2 pandemic has caused to travelling in the year 2021, Explore Beyond Ltd. offers its clients a more lenient cancellation policy for the duration of the SARS-CoV-2 pandemic. In the event of a cancellation by the client prior to the start of the tour Explore Beyond Ltd. shall refund the total amount received up until that moment, with the possibility of a forfeit of tour costs that shall not exceed 10% of the total tour price. Once the tour commences, Explore Beyond Ltd. is not required to make any refund if the client is unable to complete their tour for any reason other than officially communicated government restrictions. If the tour has to be cancelled after it commences due to unforeseen government restrictions, Explore Beyond Ltd. shall issue a full refund for the remaining part of the tour that the client is unable to finish. All confirmed tours are guaranteed to start except in the case of unforeseen events beyond our control including but not restricted to extreme weather conditions, natural disasters or government restrictions. On these occasions we will refund in full any deposits paid in advance. Cancellations from our side rarely happen but the client needs to be aware they might occur.

### VEHICLES

Rental vehicles are provided as part of the tour package, which are driven by the tour leader (Explorer). When the client opts for self-driving, either the client provides his own vehicle or Explore Beyond Ltd. provides the client a rental vehicle with insurance. In case the client wants to self-drive certain sections of the tour, the client agrees to provide a copy of his driver's license beforehand, record his driving times and to take full responsibility in case of traffic violations or accidents while driving the vehicle provided by Explore Beyond Ltd. The type and shape may vary to fit the type of driving or number of people on each tour. Pictures of the vehicles in our brochures, on our website or on any of our social media are indicative and may not always represent the exact vehicle provided. Please consult your contact person if you need more detailed information. Explore Beyond Ltd. reserves the right to substitute the vehicles confirmed to the client. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a rental vehicle. This includes, but is not limited to, mechanical failure, collision damage and theft. This constitutes the maximum liability of Explore Beyond Ltd.

### INSURANCE

Explore Beyond Ltd. strongly recommends that the client takes out adequate travel, health and accident insurance with an insurance company directly; the client should have insurance and will be asked to show his insurance details before the start of the tour. As an extra precaution, Explore Beyond Ltd. includes an Inbound Personal Travel Insurance (plan B) by STARR, which covers any medical evacuation & repatriation expenses within mainland China up to 500,000 RMB, as well as medical reimbursements up to 200,000 RMB.

If the client does not want Explore Beyond Ltd. to include an Inbound Personal Travel Insurance by STARR, he should inform Explore Beyond Ltd. in writing latest 1 week prior to the date of the tour. Explore Beyond Ltd. is not responsible for checking if the client's insurance covers adventure tours in any of its destinations in China.

#### **ALTERATIONS TO TOUR SCHEDULE**

Some tours operate on a seasonal basis and where seasonal variances and/or weather conditions cause changes in the tour routing or accommodations, the program will be adjusted accordingly, and alternate hotels, restaurants and roads will be used.

#### **RESPONSIBILITY**

Explore Beyond Ltd. is responsible for providing the services listed in the tour description according to the local standards and the accurate description of services offered in its literature. Explore Beyond Ltd. carefully selects and constantly checks its contractors, such as hotels and restaurants. Explore Beyond Ltd. is responsible for conscientious travel preparations. Explore Beyond Ltd. is not responsible or liable for any accidents. Explore Beyond Ltd. reserves the right without prior notice to withdraw any part or all of a tour, to make such changes as may be necessary, and the extra cost, if applicable, resulting from such changes, shall be paid by the client. Furthermore, it is agreed and understood that the owners, operators and tour leaders of the tour including Explore Beyond Ltd. are not the guardians of any participant's safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or the client's participation in connection with the tour, which might result in injury, death or other damage to the participant, his property, or his family, heirs, or assigns. The liability of Explore Beyond Ltd. as the tour operator is limited to a total of one time the tour price irrespective of the title/claim. Explore Beyond Ltd. is not responsible for any delays, changes in schedule or other conditions.

#### **WEATHER CONDITIONS**

Explore Beyond Ltd. strives to schedule its tours at a time of the year when the weather in the touring area is usually pleasant. Though some tours pass through areas where weather conditions can change very fast and significantly. Explore Beyond Ltd. cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

#### **LUGGAGE**

Explore Beyond Ltd. assumes no responsibility for loss, damage or delay in delivering luggage to the client. A maximum of two pieces of luggage per participant is accepted.

#### **PASSPORT, VISA & HEALTH REGULATIONS**

The client is responsible for complying with above regulations and all consequences resulting from non-compliance.

#### **VERBAL CHANGES OF CONTRACT**

Any contractual changes are invalid unless confirmed in writing by Explore Beyond Ltd.

#### **PRINTING ERRORS & CALCULATION MISTAKES**

Explore Beyond Ltd. reserves the right to correct printing errors or calculation mistakes at any time.