

# **AEGEAN ADVENTURES, INC. BOOKING AGREEMENT**

## **For Aegean Adventures, CycleGreece, Argosy, EcoAthens**

### **APPLICABILITY**

Aegean Adventures, Inc. is a United States corporation registered in the State of New York, hereafter referred to as the "Company." The Company operates under the brands Aegean Adventures, CycleGreece, Athens Bike Tours, Argosy and EcoAthens.

This Booking Agreement must be agreed to as a condition for booking a Company tour. Agreeing to this document means that you, the "Client," have read it and fully understand its contents. A Client who books a tour on behalf of other travelers fully binds this Booking Agreement to all travelers for whom the Client pays.

### **PAYMENT OPTIONS**

Clients may pay by credit card, debit card, your PayPal account or bank wire transfer.

Payments made by credit or debit card are processed through the secured site [www.AegeaBooking.com](http://www.AegeaBooking.com) using PayPal. Clients do not pay PayPal fees. Your credit card company, however, may charge you a foreign transaction fee.

Our PayPal account accepts these credit cards: Visa, MasterCard, American Express, Discover, JCB, Diner's Club and EnRoute and level 2 and level 3 Purchasing Cards (P-Cards). Check cards or debit cards with either a Visa or MasterCard logo are supported and treated just like a credit card. Not accepted are private label credit cards (such as a department store credit card) or debit cards requiring a numeric password and pin-pad for entry.

#### ***Online Payment***

Pay online on our website at the "Book Now" button. You have the choice to pay with your credit or debit card or via your PayPal account if you have one. You have the option to pay in euros which is the Company/Merchant's currency or PayPal gives you the option to pay in the local currency of your credit card.

#### ***Payment Via Company Charge***

Over the telephone a Company representative takes your card or debit card details and charges your card. By email you receive a form as an attachment to fill out with your card details, email it back as an attachment and we charge your card.

You have the choice to present your credit or debit card. Your card may be charged in euros, US dollars, Canadian dollars, Australian dollars, Japanese yen or pound sterling. Contact us if you wish to pay in another form of currency.

#### ***Payment by Bank Wire Transfer***

Contact us for our Citibank wire transfer details. Your bank will charge a wire transfer fee, usually a set fee regardless of the amount wired, and, at least for large sums, the fee is often less than fees charced by credit card companies.

### **PRICES**

Tour prices are based on the euro which is the local currency of Greece. Prices quoted online in dollars in Book Now on the website are that day's exchange rate. The dollar cost of the tour is whatever the exchange rate is to the euro on the date payment is made.

### **DEPOSITS**

An initial deposit of 30% of the cost of the sailing tour is required with the balance due 60 days prior to tour departure. Tours may be booked up to a year in advance. Sail & Cycle tours are by charter for groups only.

## **LAST MINUTE BOOKINGS**

Bookings made within 90 days up to the starting date of the tour may incur a discretionary 200 euro handling fee in addition to any possible increases in service prices (such as hotels). For last minute bookings the Company cannot guarantee the same hotels or services listed, advertised or usually patronized, but will make best effort for comparable hotels and services.

## **TOUR CHANGES BY CLIENT**

Itinerary or date changes made less than 90 days before the starting date of the initial tour incur a discretionary 200 euros handling fee, except changes made within 60 days of the trip's starting date will incur a required 300 euros handling fee.

If Client transfers his/her booking to another party, a 100 euros handling fee is charged if more than 90 days prior to tour departure and 200 euros handling fee if less than 60 days before tour departure. The Client's payments will be transferred as a credit to the transferee, less applicable handling fees, rather than returned to the Client. The transferee is liable for any outstanding balance. Transferee becomes the Client and must sign this Booking Agreement to confirm the transfer.

## **TOUR CHANGES MADE BY COMPANY**

The Company will make all reasonable efforts to ensure that Client's sailing tour proceeds as planned and represented. However, the Company reserves the right to make changes in the schedule or itinerary of a sailing tour without incurring any refund obligations as a result of unexpected occurrences. Changes in tour services, including but not limited to, itineraries, bicycle/hiking/sailing routes, third party sponsored events, modes of transport, or end destinations, may be altered at the Company's discretion, and this is particularly so when said changes are due to the weather, Acts of God, labor strikes or other external forces outside the Company's control that may affect the tour's schedule. The Client acknowledges that sailing tours, foreign travel and/or adventure travel require a degree of flexibility and that unexpected changes may arise due to local circumstances. In the event external forces alter a tour the Company will make every possible effort to find alternate ways to maintain the itinerary, but any additional costs incurred by such arrangements will be the responsibility of the Client. Clients are required to purchase travel insurance as a condition to take a Company tour. The Company urges Clients to procure a travel insurance policy that covers tour changes made by the tour operator due to unforeseen events, such as, a policy that includes "cancel for any reason."

## **TOUR CANCELLATION BY CLIENT**

If the Client cancels all or part of a tour for any reason, cancellation must be in writing to [info@cyclegreece.com](mailto:info@cyclegreece.com). The date of the cancellation email is the date the email is received by the Company. Upon the Company's receipt of Client's cancellation notice, Company will email Client an acknowledgement within 48 hours of receipt of said cancellation notice.

Unless otherwise stated in writing, the Company refund policies are as follows:

From booking date to 90 days prior to starting date of tour: 50% refund of the deposit.

Between 90 days and 60 days prior to starting date of tour: 30% refund of total amount of tour.

Between 60 days and starting date of tour: no refund

If Client opts not to participate in activities or services included in Client's tour itinerary and cost for which Company booked or is responsible for booking, no refunds are available. Such activities and services include but are not limited to professional guides at archaeology sites, cooking classes, sea sports, private vehicle, etc.

No refund for voluntarily departure from a tour at any time once the tour commences for any reason. Clients are required to purchase travel insurance as a condition to take a Company tour.

The Company urges Clients to procure a travel insurance policy that covers tour changes made by the tour operator due to unforeseen events, such as, a policy that includes “cancel for any reason.”

In the event of involuntary departure from a tour upon demand by the Company for inappropriate behavior, it is in the Company’s discretion to provide a refund and the amount.

## **TOUR CANCELLATION BY THE COMPANY**

The Company reserves the right to cancel a tour at any time, including a confirmed tour. The Company confirms a tour 90 days prior to departure. If a booking is made within the 90 day period, the Company confirms the tour upon full payment by the Client.

Cancellation of activities or services by Company or third parties included in the tour’s itinerary and cost are non-refundable but Company will make diligent and best efforts to substitute with comparable activities or services. Such activities and services include but are not limited to professional guides at archaeology sites, cooking classes, private vehicle, etc.

The Company may cancel all or part of a guided, self-guided, family or customized tour due to weather, Acts of God, labor strikes or any events outside its control which make it impossible or infeasible for the Company to continue any or all of its obligations within the tour, and in such event the Company is not obliged to provide the Client a refund. The Company is not responsible for expenses incurred by participants in preparation for a trip such as air tickets, or pre and post hotels booked by the Client, etc. Clients are required to purchase travel insurance as a condition to take a Company tour, and the Company urges Clients to procure a travel insurance policy that covers tour changes made by the tour operator due to unforeseen events, such as, a policy that includes “cancel for any reason.”

## **DURING THE CRUISE**

If the Client cannot or opts not to proceed with all or any part of a sailing itinerary for any reason, including reasons of health, the tour shall proceed without the Client’s participation. The Client may join the tour at any later point of the itinerary by using its own resources to re-join the tour. Such circumstances shall not constitute grounds for a refund. Clients are required to purchase travel insurance as a condition to take a Company tour. The Company urges Clients to procure a travel insurance policy that covers tour changes made by the tour operator due to unforeseen events, such as, a policy that includes “cancel for any reason.”

## **FAMILY TOURS**

Parents or guardians are solely responsible at all times for the safety and behavior of their children under 18 years old, except when they are in the exclusive care of Company personnel.

## **CLIENT’S ACKNOWLEDGMENTS**

If Client is booking on behalf of other travelers, this Agreement is fully binding on all travelers in Client’s party and it is the Client’s obligation to share with his or her fellow travelers the terms of the Booking Agreement.

The Client accepts and understands that he or she must obey all laws of the territory visited, and the Company shall not assume liability for Client’s unlawful conduct.

If the Client hires a Company driver, guide or third party service provider, Client shall not ask or expect such person to engage in any unlawful activities during the course of the tour (example, speeding in traffic).

The Client understands that a host of third parties, such as restaurants, coaches, event organizers, etc, play a role in making each tour happen, and that the Company cannot be held accountable or liable for third parties’ conduct. Although the Company represents that it contracts with reliable, professional and responsible third parties, in the event such third parties cause injury, damage,

loss, delay or irregularity, the Company shall not accept responsibility or liability for third party actions.

For Clients who bring their own equipment, such as bicycles or bicycle gear, the Company is not responsible for any damages that may occur in the normal course of a tour, including damage, loss or theft. If Client uses the Company's equipment, such as bicycles or bicycle gear, in an abusive, irresponsible or negligent manner, Client is responsible for reimbursement for any damages, loss or theft.

During a sailing tour, the Client agrees to conduct him or herself in a responsible, appropriate and lawful manner.

During a sailing tour, The Client accepts that the Company can reject the participation of any traveler who acts in an irresponsible, inappropriate or unlawful manner with no refund to the Client.

During a sailing tour, The Client shall accept the authority of the ship's captain or Company's group leader(s) at all times.

### **INSURANCE**

All adult Clients are required to obtain travel insurance in order to travel with the Company, and adults traveling with children under eighteen are required to obtain insurance that covers them. The Client shall not be entitled to any reimbursements from the Company for any interruptions, delays, cancellations, medical emergencies or other problems arising out of or related to travel and the tour. The Company assumes no responsibility or liability for any loss or damage of personal effects or for any injury or loss during the duration of the tour, except arising out of gross negligence by the Company.

### **WAIVER & RELEASE**

Prior to or on arrival, all Clients shall sign a Waiver & Release and failure to so sign may constitute grounds to refuse services to any party and/or additional charges shall apply. Parents or guardians sign a Parent Waiver & Release for minor children. Contact us for a sample copy of the Waiver & Release.

### **OPERABLE LAW**

This Booking Agreement and all actions arising out of and related to Client's tour are governed by the laws of the nation of Greece. No employee, agent, servant or representative of the Company has authority to alter the conditions set forth in this Booking Agreement.