

Adriatic Experience (AE) Booking Terms & Conditions

PRIVATE HOLIDAY

These Adriatic Experience (AE) Terms & Conditions apply to all holidays, products and services provided between January 1 and December 31, 2020.

Included in Holidays

Accommodations & yachts; English-speaking guides, skippers, and private sightseeing as noted in the itinerary except for shared excursions where specified; arrival and departure transfers; coffee/tea/soft drinks/water at included meals; portorage of two (2) pieces of baggage; taxes.

Not included in Holidays

International and internal airfares, unless otherwise noted; costs associated with obtaining passports or entry visas; reciprocity and other border fees; excess baggage charges; all gratuities; meals other than those specified in the itinerary; beverages other than those specified in the itinerary; any meals for your guide/skipper/hostess if you invite him/her to dine with you; sightseeing not included in the itinerary; and personal expenses such as laundry, communication charges, Internet access; and optional activities (which are subject to availability).

HOTEL & YACHT CHECK-IN

Most hotels and yachts allow check-in to take place in the late afternoon. Should you wish to have a guaranteed room/yacht ready for your immediate check-in upon arrival, it can be arranged for an additional charge. Please ask AE for details and prices.

SPECIAL REQUESTS

Specific requests such as adjacent or connecting rooms, types of beds, smoking rooms and special dietary needs should be advised at time of booking. Please note that while every effort will be made to secure a special request, it cannot be guaranteed.

ITINERARIES

AE reserves the right to modify program itineraries, including arranged sightseeing, and substitute accommodations, including vessels, at any time due to unforeseen circumstances or those beyond AE's control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. All scheduled sightseeing has been confirmed in advance, but venues and other points of interest can change their hours of operations at short notice. If this occurs, your guide will offer alternative arrangements.

AIR TRANSPORTATION

International airfare (to the holiday starting point and from the ending point) is not included in pricing. Some holidays require internal flights as specified in the itinerary. This airfare is typically not included and must be purchased from AE in addition to the journey.

In the instance where seating is limited, AE reserves the right to substitute and confirm air reservations on a suitable alternative scheduled air flight. All internal air is based on economy class seating and is 100% non-refundable at time of air purchase. Flight confirmation is based on availability. Air reservations cannot be confirmed until passport information is received by AE.

All air carriers are independent contractors and are not owned, managed, controlled or operated by AE. Your airline ticket constitutes a contract between yourself and the airlines (and not AE), even if purchased through AE. AE is not liable for, and does not assume responsibility or accept claims with regard to, seat assignments, name changes, schedule changes, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, all airline change and cancellation fees will apply.

BAGGAGE

AE provides portorage of two (2) pieces of baggage per person. Please note should your journey include internal/domestic or charter flights, your luggage allowance may be less than two (2) pieces of baggage and weight/size restrictions may apply. Details will be provided in your Pre-Travel Documentation. Baggage and personal effects are at the owner's risk throughout the travel program, and AE assumes no liability for lost or damaged baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flights.

PRICES AND ARRANGEMENTS

Quoted itinerary prices are per itinerary. Although not expected, published prices may be modified due to unexpected significant external factors not forecasted. AE is under no obligation to give a breakdown in costs of any holiday. Any modifications to a custom itinerary, including dates or number of people traveling, will require a revised proposal. 3% to 4% fees may apply for credit card and Paypal payments.

CHILD POLICY

No minimum age is required unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Some activities contained within an itinerary may have a different age restriction than the overall minimum age requirement. Details will be provided at the time of booking.

ACTIVE ELEMENTS & CONDUCT

Some active elements have been incorporated into select itineraries. To enjoy the trip as intended, a minimum level of fitness is required. AE will require notice if any participant has any physical or other condition or disability that could create a hazard to him or herself. AE reserves the right to decline acceptance of anyone whom it considers unsuitable due to fitness level. AE also reserves the right to remove from the trip, at the participant's own expense, anyone whose physical condition or conduct negatively impacts the enjoyment of the other guests.

GUEST PROTECTION INSURANCE

Guest Protection INSURANCE, which provides cancellation coverage, medical coverage and protection against lost or damaged luggage, is not included in the program price and is recommended.

Below are links to some information on travel insurance:

[Insure My Trip](#)

[Travel Guard](#)

[Travelex](#)

PASSPORTS AND VISAS

It is the guest's sole responsibility to obtain, and have available when necessary, the appropriate valid travel documents. All guests are advised to check with the appropriate government authority to determine the necessary documents. A valid passport is required for traveling to all international destinations. Passports must be valid for six (6) months after the return of your journey and should also have sufficient blank pages for visas and immigration stamps. If you do not have proper documentation, you may be refused boarding or disembarked from a vessel, without AE being liable for refund, payment, compensation or credit of any kind. You will be subject to any fine or other costs incurred by AE, which result from improper documentation or non-compliance with applicable regulations.

RESERVATION AND PAYMENT SCHEDULE

Deposit required at time of booking: A deposit of 50% of the holiday price is required at the time of booking. Final payment is due 60 to 90 days prior to departure. If your reservation is made within 60 to 90 days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation. 3% to 4% fees may apply for credit card and Paypal payments.

VILLA STAY SECURITY DEPOSIT

As a condition of your rental agreement we shall ask you to provide a Security Deposit with your final payment. The deposit amount is specifically stated in your confirmation. This is to protect the property owners for the cost of any damage or loss caused by willful or accidental damage by members of the party that may occur during your stay or for any unpaid local charges.

The Security Deposit is paid with the final payment. It is incumbent on the property owner to advise us within 30 days of any claim they have in respect of damage, loss or unpaid amounts. This deposit will be returned within 30 days of the last day of your stay, provided no claim is made by the property owner. It is essential that you reconcile any damages or extra costs incurred with villa owners or agents. AE is unable to enter into negotiation on your behalf where such charges are not agreed with villa owners or agents. We ask you to remember and respect the fact that AE villas are privately owned residences.

CANCELLATION CHARGES

Cancellations must be received in writing and will become effective on the date of receipt, fax or email. Cancellations received by AE are subject to the following charges:

✦ 61 days prior to departure (or more): 50% of the itinerary price.

✦ 60 days prior to departure (or less): 100% of the itinerary price.

Changes to the Itinerary: The guest will be responsible for any changes or cancellations made to the itinerary at their request or beyond their control, before or during travel, including expenses incurred due to a change, delay or cancellation of any flights or sail.

CLAIMS AND REFUNDS

Refunds are not made for any missed services, except for verifiable, extenuating circumstances. Please see our Limits on AE's Responsibility clause below. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the itinerary and be accompanied by supporting documentation and/or a statement from the local destination company verifying the claim. Any adjustment consideration will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. AE will not accept any liability for any claims that are not received within 30 days of the termination of your travel program.

PHOTOGRAPHY DURING TRAVEL

AE reserves the right to take photographs during the operation of any program, or part thereof, and to use them for promotional purposes. By booking a program with AE, guests agree to allow their images to be used in such photographs. Guests who prefer that their images not be used are asked to identify themselves to their AE Host.

LIMITS ON AE'S RESPONSIBILITY

AE, its employees, shareholders, officers, directors, successors, agents and assigns, does not own or operate any property or entity, which provide goods or services for your trip. It purchases transportation, villas, hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time to time other affiliated AE companies). All such persons and entities are independent contractors. As a result, AE 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, AE is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with 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, 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 transportation 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. Guest assumes all such risks associated with participating in these trips.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, SCUBA diving, sailing, snorkeling, hot air ballooning, ziplining, high altitude treks, climbing, whitewater rafting, and any activity which may carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release AE and its affiliates, their agents, employees and representatives from any liability whatsoever related thereto.

Further, as consideration for being permitted to participate in the Activities, you release AE, whether known or unknown, from, and agree not to sue or make claim against AE for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the

negligence of AE (but not its reckless, willful, or fraudulent conduct), and/or from any defect in equipment. You further agree to indemnify and hold AE harmless with respect to any claim made against AE by anyone else which (a) related to your participation, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself.

TRAVEL ADVISORIES AND WARNINGS

It is the responsibility of the guest to become informed about the most current travel advisories and warnings. In the event of an active Travel Warning against travel to the specific destination location(s) of the trip, should the guest still choose to travel, notwithstanding any travel advisory or warning, the guest assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating to these Terms and Conditions; to the Limits on AE's Responsibility clause; to any AE brochure; to any information regarding any AE trip, service or package; or to any AE related trip, activity, service or package shall be submitted exclusively to and resolved in binding arbitration. Each party shall bear its own fees, costs and expenses and an equal share of any arbitrator and administrative fees.

GUESTS' REPRESENTATIONS

The guest represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour. AE reserves the right to decline to accept anyone on a trip, and to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other guests on the trip.

ANY PAYMENT TO AE CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN AND IN MORE SPECIFIC PRE-TRAVEL DOCUMENTATION, INCLUDING THE GUEST INFORMATION FORM.