



TERMS AND CONDITIONS FOR ALL BOOKINGS

1. Contract

Your contract is with Wilderness Holdings Ltd ("Wilderness") and ITRVL LLC ("itrvl" together "Wilderness Payments" or "we" or "us"). Wilderness, with its subsidiaries and associated companies, is a supplier of goods and services, and we also make available the goods and services of other suppliers. Before confirming a booking with us you must ensure that you have read and understood these booking conditions: your acceptance of these terms and conditions creates a binding contract between us governing your booking made via Wilderness Payments and any amendments thereto. By clicking "agree" you are accepting the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree with it, and you acknowledge and confirm that you have read our privacy policy.

2. Booking Procedure

Travel designers can create provisional bookings to hold accommodation or services for you prior to your confirmation of a booking. Provisional bookings made do not create any obligation to make the relevant accommodation or service available to you, and they will lapse after the booking availability period if not confirmed. Provisional bookings are only considered confirmed and binding once any required deposit has been received and you have received written confirmation of the booking from us.

If you are booking more than 90 days in advance of the date of travel, we require the payment of a deposit at the time of booking confirmation and the remaining balance to be paid 90 days prior to the departure date. If you are booking within 90 days of the departure date, full payment will be due at the time of booking confirmation. If full payment is not received 90 days prior to the departure date, we reserve the right to cancel your travel and apply the cancellation charges set out in clause 5. Such cancellation will be without penalty to us and we will have no further liability to you.

Payment processing services for itrvl are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the Stripe [Terms of Service](#). By agreeing to this contract, you agree to be bound by the Stripe Connected Account Agreement and Terms of Service, as the same may be modified by Stripe from time to time.

The lead booking name is liable for making full payment for all persons in the booking party and represents and warrants that he/she is authorised to bind all those in the booking party to these terms and conditions (including anyone added or substituted at a later stage). It is the responsibility of the lead booking name to ensure all in their party are aware of and have read these terms and conditions.

3. Insurance

Comprehensive and adequate travel, cancellation, curtailment and health/medical insurance is a condition of travel and all insurance arrangements and fees are your sole responsibility. You agree to arrange your own insurance with a reputable insurer, with protection for the full duration of the booking. We reserve the right to cancel your travel at any time should such a policy not be taken out by you.

4. Escrow

You acknowledge and agree that by paying Wilderness Payments for a booking, you designate and appoint us as escrow agent, to act on your behalf and to hold your amounts paid in escrow, to make payments to suppliers and agents when required under their terms, and to issue refunds under the terms of this contract.

5. Cancellation by You

Cancellation of travel must be made in writing and is effective from the date we receive the written notification. Upon cancellation (which also includes failure to arrive when due and a name change), the deposit and any amendment charges will be forfeited. Cancellation charges are expressed as a percentage of quoted price as follows:

Period before departure when we receive your written cancellation	Cancellation charge per person cancelling
More than 90 days	Deposit only
Between 61 and 90 days	50%
Between 31 and 60 days	75%
30 days or less	100%

If the reason for cancellation is covered under the terms of your insurance policy, you maybe able to reclaim these charges. If you provided Wilderness Payments with credit or debit card details, you agree we may use such credit or debit card details to obtain payment of any balance due under this contract, unless you have specifically notified us in writing that the credit or debit card on file is not to be used for the payment of any outstanding balance.

6. Pricing Itineraries

We make every effort to furnish you with accurate prices that are based on known costs at the date of issue of the itinerary. Prices include a cost for fuel and local taxes that are estimated at the time of booking confirmation. We reserve the right to add a supplement to your travel prices after your booking confirmation should our costs of supplying your travel increase. Any increase to your travel price will be as the result of changes in our costs of supplying your travel from areas such as fuel costs, supplier costs, currency fluctuations and/or government levies or taxes. Any such supplement shall be directly related and proportional to the increase in underlying costs, evidence of which will be provided to you as soon as reasonably possible following request.

In the event of an error in connection with the pricing or charging of booking, we reserve the right to correct such error and revise your booking accordingly (including charging the correct price) or to cancel the purchase and refund any amount charged. Your sole remedy in the event of an excess billing error is to obtain a refund for the excess amount charged. To be eligible for such refund, you must provide notice of any excess billing error within 30 days of the date of the invoice in which such error first appeared.

You can dispute charges with credit card companies via a chargeback. If you have a question about a charge on your credit card statement, you agree to contact us prior to disputing a charge with your credit card company to discuss any questions or concerns about the charges and we will work with you to resolve any concerns. We retain the right to dispute any chargeback that we believe is improper and retain the right to cancel any booking in the event of a chargeback related to that booking.

7. Amendments by You

If you wish to change your itinerary after a deposit has been paid, we will endeavour to make the changes required if you provide a notification of the changes desired in writing. We may charge an administrative fee for customer-initiated change to the booking after receipt of payment, and additional airline, hotel and/or supplier fees may also be charged. Any change made will result in the booking being re-priced at the rate in effect at the time of the change and additional deposit or balance payments may be required to confirm the change.

8. Cancellation by Us

We cannot accept liability or pay compensation where the prompt performance of our contractual obligations is prevented or affected by, or you suffer any damage or loss as a result of force majeure. In these terms and conditions, force majeure means any event beyond the reasonable control of us or our suppliers, which is not due to the



negligence or default of us or our suppliers including, but not limited to, the following: (i) acts of God, flood, drought, earthquake, tempests or other natural disaster; (ii) epidemic or pandemic (whether or not declared by the World Health Organization); (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including but not limited to imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by other suppliers or subcontractors; or (ix) interruption or failure of utility service. In the circumstances amounting to force majeure we will (a) be relieved of our obligations under these terms and conditions and not be in breach during the period that the force majeure event and its consequences continue but only to the extent so restricted or prevented; and (b) not be liable for any delay or failure in the performance of any obligations under these terms and conditions caused by the force majeure event or any loss or damages which you may suffer due to or resulting from such delay or failure.

We may cancel your confirmed travel if you fail to comply with any requirement of these terms and conditions. We also reserve the right to cancel your travel for any reason at any time before full payment has been received. While we always endeavour to avoid changes and cancellations, we must reserve the right to do so. If we cancel your travel for a reason not identified above, we will return to you all monies paid or offer an alternative travel of a comparable standard.

9. Amendments by Us

Although every effort is made to adhere to booked schedules and itineraries, we reserve the right to make changes to the proposed itinerary without prior notification as a result of a force majeure event listed in clause 9. We and our suppliers are not liable for any loss or damage caused by changes or resultant delays arising from such circumstances, and any additional expenses incurred as a result thereof will be your responsibility. However, we shall only be entitled to make changes to an alternative that is (i) not of a materially lower standard or quality, and (ii) the additional expense for the relevant line item cannot be greater than 10% of the expense for that line on the originally confirmed booking, failing which, you or your agent shall be entitled to cancel the booking and be refunded amounts already paid, less (i) the deposit and (ii) any additional costs to suppliers in respect of which we are not able to obtain a refund, having made diligent efforts to do so.

10. Indemnity and Limitation of Liability

Wilderness Payments indemnifies you for your damages resulting from a breach of this contract by us caused by our gross negligence or wilful misconduct. Except for this indemnity, we and our other suppliers will not be liable to you for any damages, losses or liabilities incurred arising from the use of travel or a breach of this contract by us. Notwithstanding anything to the contrary in this contract, nothing in this contract excludes or limits any liability to you where it would be unlawful to do so. This includes (if applicable) liability for death or personal injury, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

Notwithstanding anything to the contrary in this contract, but subject to the paragraph above, we and our other suppliers shall not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on you by laws or statutes anywhere in the world, to the greatest extent permitted by applicable law. We and our other suppliers shall not be liable for any damages, losses or other amounts that you have agreed, settled or compromised without the prior written consent of Wilderness Payments, or which you are otherwise contractually bound to pay to any other person or entity, in each case to the greatest extent permitted by applicable law.

To the greatest extent permitted by applicable law: we and our other suppliers shall not be held liable for any loss or damage caused by, and does not guarantee absence of any errors or omissions in, or corruption of, any content, promotional material and travel information, publications and documentation; we shall not be held liable for loss or damage caused by defects in our or other supplier products, or the acts or omissions of us, our other suppliers and other third parties; we will not be held liable for any loss or damage caused by a computer virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of travel or due to you downloading any content on or through us or on any website linked to us.

Subject to the rest of this clause 10, the total aggregate liability to you for all losses incurred and arising under or in connection with this contract in relation to any booking shall be limited to the amounts actually paid by you and received by us.

11. Awareness of Hazards, Risks and Dangers

Please understand that the areas and infrastructure in the locations you are visiting will not be the same as your country of residence. You acknowledge, are aware of and appreciate: (i) the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas); (ii) the hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in developed-world jurisdictions; (iii) the real dangers and risks associated with various forms of travel in remote locations, which may have poorly maintained infrastructure; (iv) the danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals, as well as the prevalence of communicable, tropical and other diseases, and similar health hazards; (v) the risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services; and that you travel voluntarily and participate in activities, and make use of services and facilities entirely at your own risk.

You and your booking party waive any and all claims of whatsoever cause or nature, howsoever arising, which you might have or which might arise against us, including any form of negligence. We shall not be liable to you or any member of your booking party for any harm of any nature or cause whatsoever. You agree to indemnify, defend and hold us harmless from any and all claims (of any nature or cause whatsoever) made by you or your booking party where such persons or entities incur any liability or suffer any harm in connection with the tours or services arranged or provided by or on behalf of Wilderness Payments, irrespective of the cause thereof (including any form of negligence). Should we for any reason whatsoever, not be protected by any of the provisions of, or protections contained in, this contract and be found to be liable to you or your booking party for any harm suffered, then our total liability shall be limited to the actual proven and direct loss only, such loss however, shall be limited to and shall not exceed the amounts actually paid by you and received by us for the booking. Under no circumstances will we be liable to you or your booking party for consequential, punitive, special or exemplary damages, or any indirect losses or loss of profits.

You agree that if you are injured or become ill during your travel, we may, at your cost, attempt to arrange medical treatment, evacuation or any other emergency services on your behalf as we deem essential for your safety and well-being but we accept no responsibility for the quality or adequacy of any such treatment, evacuation or services. Costs incurred for emergency medical treatment and evacuation are typically covered under travel insurance policies, which are a requirement of booking.

All bookings made through Wilderness Payments are subject to the terms and conditions specified by suppliers and these conditions are binding between you and the supplier; provided that in the event of any conflict, ambiguity or inconsistency between this contract and the terms and conditions specified by suppliers, the provisions of this contract shall prevail. On written request we will provide you with a copy of the supplier's terms and conditions.

12. Carriers

Carriage by air and sea is subject to the terms and conditions of the carriers with whom you are travelling and to international conventions. We shall not be liable whatsoever for cancellations, strikes, timetable changes, diversions, technical issues unrelated to Wilderness Payments, lost or mislaid luggage, rescheduling costs, missed accommodation, or delays which result from any operational decision of the carrier concerned. Wilderness Payments shall not be liable for death, injury or illness that derives from carriage by air or sea.



13. Your Responsibility

You must ensure that your travel documents, passports, visas and vaccination certificates are in order and that you ensure that you have taken the advice of your primary care physician with regard to inoculations. We will offer general advice but cannot be held responsible if you do not comply with current requirements before your departure. Wilderness Payments does not accept liability for any advice given of a general nature prior to the travel commencing. You are responsible for a timely check-in for all flights and for presenting yourself to take up all pre-booked components of your travel. No credit or refund will be given to you should you fail to take up any component of your travel or if you lose any travel documents.

14. Binding Arbitration

You agree that any dispute concerning, relating or referring to this contract, or the trip itself, shall be resolved exclusively by binding arbitration administered by the International Centre for Dispute Resolution in accordance with its International Expedited Procedures. Such proceedings will be governed by substantive (but not procedural) Puerto Rico law will take place in the City of San Juan, Puerto Rico, and the language of arbitration shall be English. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you and we are waiving our right to a trial by jury. This clause is a separate, divisible agreement from the rest of this contract and shall remain in effect even if this contract terminates or is cancelled. This clause shall not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of this contract and not to this clause. You and we intend that any such issue shall be subject to arbitration.

15. The Law

The above booking terms and conditions together with all correspondence form part of your contract with us. This contract and any matters arising from it shall be governed by and interpreted in accordance with the laws of Puerto Rico.

16. Documentation and Protection of Personal Information

In order to manage and complete your booking with us, we will process your personal data (i.e. personal and contact details, payments transactions details) in compliance with all requirements of applicable laws relating to data protection. Therefore, please read our Privacy Policy which is available at itrvl.com/privacy.html. By accepting the present Terms & Conditions you acknowledge and confirm that you have read our Privacy Policy. Please carefully read your confirmation invoice and all other documentation we send you as soon as you receive them. Contact us immediately if any information (including any personal data) appears to be incorrect as it may not be possible to make changes later. You will be responsible for any costs and expenses involved in rectifying any inaccuracies except where we were negligent in making the mistake.

17. Miscellaneous

Baggage is carried entirely at your risk. In the event that you provide us or suppliers with incorrect information relating to your weight, or the weight of your luggage, Wilderness Payments and suppliers shall be entitled to levy additional charges and you agree to settle the account with us or the supplier. Wilderness Payments and your local operators of tours and/or suppliers of services reserve the right to remove anyone from a trip without refund who acts in a manner which it considers unsafe or inconsiderate to fellow travellers or others and/or who ignores the requests of his or her guide(s) to act in a safe and considerate manner. As an entity registered in Puerto Rico, itrvl is not offering "package travel" and "linked travel arrangements" under, and is not subject to, The European Package Directive 2015/2302 and The Package Travel and Linked Travel Arrangements Regulations 2013, each as amended, supplemented and/or replaced from time to time.