

Nerpa Travel Terms & Conditions



The following booking conditions form the basis of your contract with Nerpa Travel LTD ("we," "us," and "our"). By booking a trip, you ("you," "the traveler," "the client") agree to these Terms. Please read them carefully, as they set out our respective rights and obligations.

In simple terms: These are the rules for your trip with us. They cover what you can expect from us and what we expect from you. By booking, you agree to follow these rules.

1. Booking & Payments

1.1. All bookings are subject to availability at the time of reservation. We reserve the right to limit the number of participants per trip for safety and quality assurance purposes. Unless otherwise stated, full payment is required at the time of booking. In certain cases, a deposit may be accepted with the balance due 60 days prior to the trip start date.

1.2. Deposits: Where applicable, a non-refundable deposit of 20% of the total trip price is required to secure your booking. Bookings are not confirmed until this deposit is received.

1.3. Balance Payments: The remaining balance must be paid no later than 60 days before departure. If full payment isn't received by the due date, we reserve the right to cancel your booking without a refund of the deposit.

1.4. Instalment Payments: Instalment payment plans may be available upon request, subject to our discretion. Such arrangements are subject to a 5% administration fee, applied to the total trip cost.

1.5. Payment Processing: Payments are processed by our secure third-party provider, Wayward, which uses Stripe as its payment gateway. We don't store any of your payment card details. By making a payment, you agree to Wayward's and Stripe's terms of service and privacy policies. We are not responsible for any services or information provided by these third parties.

2. Trip Details and Pricing

2.1. Inclusions & Exclusions: The price quoted for any trip covers the cost of planning, organization, and the carrying out of the trip, including group equipment, supplies, accommodation, and administration as specified in the trip description.

The price excludes, but is not limited to: travel to/from the trip start point, travel insurance, visas, personal equipment, and personal expenses.

2.2. Minimum & Maximum Group Size: Each trip has a minimum group size (usually 6 travelers) and a maximum size (typically 12 travelers). We reserve the right to cancel a trip if the minimum group size isn't met, no later than 30 days before departure.

2.3. Price Adjustments: We reserve the right to correct errors in quoted prices at any time before your booking is confirmed. Once confirmed, we will only increase the price due to significant changes in our transportation costs, dues, taxes, fees, or exchange rates used to calculate the cost of your trip. We won't levy a surcharge within 30 days of your departure.

2.4. Itinerary Changes: Due to the nature of adventure travel, itineraries may be subject to change. While we will make every effort to follow the published itinerary, we reserve the right to make minor adjustments to specific activities or timings that don't significantly alter the overall value, quality, or essence of the trip. These changes may occur due to unforeseen circumstances such as weather conditions, supplier availability, or local events.

3. Cancellations & Refunds

In simple terms: If you cancel, a portion of your payment may be non-refundable, especially closer to the departure date. If we have to cancel the trip, you'll get a full refund or a chance to book another trip.

3.1. Cancellation by You: If you need to cancel your booking, you must notify us in writing via email. Your notice is effective when we receive it. The following cancellation charges apply based on the date we receive your written notification:

- **More than 60 days before departure:** Full refund (excluding the 20% non-refundable deposit).
- **40-59 days before departure:** 50% refund of the total trip cost.
- **Less than 40 days before departure:** The total trip cost is non-refundable.
- **Best of Both Worlds:** In the event of a cancellation less than 40 days before departure, we will work with you to find a solution that may include transferring your booking to a new date or receiving a future travel credit, subject to our discretion and any supplier fees.

3.2. Cancellation by Us: We reserve the right to cancel a trip in exceptional circumstances (including insufficient numbers, safety concerns, or force majeure). In such cases, you will be offered a full refund or the option to transfer your payment to a future trip. We aren't responsible for incidental expenses you incur in preparation for a cancelled trip, such as non-refundable flights or visa fees.

3.3. Refund Processing: Refunds will be processed within 14 business days of receiving your written cancellation notice.

4. Your Responsibilities

In simple terms: You're responsible for getting the right travel insurance, being healthy enough for the trip, and making sure your travel documents (like passports and visas) are in order. You also need to provide us with accurate emergency contact information.

4.1. Travel Insurance: Adequate travel insurance is a **condition of booking**. You're responsible for arranging your own insurance and ensuring it covers medical emergencies, trip cancellation, personal liability, and all activities in your itinerary. Proof of insurance may be requested. We accept no liability for the performance of third-party insurance providers.

4.2. Health: By booking, you confirm you're in good health, physically capable of undertaking all aspects of the trip, and are unaware of any reason why you may be unsuited to taking part. You must disclose to us, at the time of booking, any medical conditions, dietary requirements, or disabilities.

4.3. Passports, Visas, and Health Requirements: It's your sole responsibility to ensure you have all necessary travel and health documents, including passports and visas. We regret we can't accept any liability if you're refused entry onto any transport or into any country due to your failure to carry all required documentation.

4.4. Emergency Contact Information: You must provide us with accurate and up-to-date emergency contact information for yourself and a next of kin before your departure.

5. Activities & Assumption of Risk

Our itineraries often include adventure activities (such as trekking, water sports, and cultural excursions). By booking, you acknowledge that these activities carry **inherent risks** and agree to participate at your own risk. We can't accept liability for injury, loss, or damage arising from such activities, except where caused by our proven negligence.

6. Our Liability to You

In simple terms: We promise to provide your trip with reasonable skill and care. Our financial liability is limited to the trip cost. We are not liable for events outside our control or for the actions of independent third parties.

We accept responsibility if you suffer death or personal injury caused by our proven negligence or that of our employees or suppliers acting within the scope of their duties.

We don't accept liability for:

Loss, injury, or damage caused by independent third-party suppliers not directly related to the provision of our contracted services.

Circumstances beyond our control, including a "force majeure" event.

Damage or loss of personal property; you are responsible for safeguarding your own belongings.

Our total liability to you for any financial loss is limited to the total amount you've paid to us for the trip in question. In no event will Nerpa Travel LTD be liable for any consequential, incidental, or punitive damages.

7. Customer Conduct & Safety

In simple terms: We expect all travelers to be respectful and follow safety instructions. We reserve the right to remove anyone from a trip without a refund if their behavior is unsafe or disruptive.

We expect all travelers to behave with respect towards fellow guests, staff, and local communities. Disruptive, unsafe, or discriminatory behavior (including excessive alcohol or drug use) may result in your **removal from the trip without refund**. You are responsible for any damage you cause to accommodation, vehicles, or other property. In an emergency, you **must follow all instructions** provided by your guide or our staff.

8. Photography, Media, and Intellectual Property

In simple terms: We may use photos and videos from your trip for our marketing. If you don't want to be in them, please let us know. You can't use our itineraries or other materials for commercial purposes.

We may capture photos and video during trips. By booking, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, and publish such material for promotional and marketing purposes, without compensation, unless you notify us in writing before departure that you don't wish to be included.

You are welcome to share your own trip media for personal and non-commercial use. If you wish to use media for commercial purposes, you must seek our prior written consent.

We reserve the right to agree to terms, including a revenue share where appropriate.

All our itineraries, maps, and trip materials are the intellectual property of Nerpa Travel LTD. You may not use these materials for any commercial purpose, including the organization of your own competing travel services.

9. Complaints

If a dispute arises, you must immediately inform your trip guide or the relevant supplier so they can attempt to resolve the issue. If the problem isn't resolved, you must contact us as soon as possible via the emergency contact details in your pre-departure information. If you remain dissatisfied, you must write to us at hello@nerpatravel.com within **14 days** of the end of your trip. We will acknowledge your complaint within 7 working days and aim to provide a full response within 28 days.

10. Force Majeure (Including Pandemics)

In simple terms: If an unavoidable event like a natural disaster or pandemic prevents or affects your trip, we are not liable and can't guarantee refunds, but we will try to offer alternative options.

We are not liable for failure to perform our obligations where such failure is due to circumstances beyond our reasonable control. This includes (but is not limited to) natural disasters, extreme weather, political unrest, strikes, terrorism, pandemics, government restrictions, border closures, or quarantines. In such cases, we will endeavour to offer alternative arrangements or a future travel credit, though this is not guaranteed.

11. Dispute Resolution & Governing Law

If a dispute arises, both parties agree to first seek resolution through good-faith negotiation. If that fails, both parties agree to enter into mediation. If mediation fails, both parties agree to settle the dispute by binding arbitration. This clause doesn't prevent either party from seeking injunctive or other equitable relief in a court of law.

These Terms are governed by the laws of England & Wales, and the courts of England & Wales shall have exclusive jurisdiction.

12. Severability & Third-Party Bookings

Severability: If any provision of these Terms is found by a court to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

Third-Party Bookings: If you book through a travel agent or third-party reseller, your contract remains with Nerpa Travel Ltd. We are not responsible for statements or representations made by the agent that aren't confirmed in writing by us.

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