



# *Gekotour Booking Conditions*

## **Tour Price Includes**

- All land transportation for the duration of the indicated tour dates
- Meals as specified in the tour itinerary and are indicated as B L D, Breakfast Lunch Dinner
- Hotel accommodation based on two persons sharing DOUBLE hotel room. Single supplements apply
- Services of licensed tour guide

## **Prices Do Not Include**

- Meals on own
- Items of personal nature such as laundry, telephone calls, beverages, room service
- Gratuities
- Airport taxes for domestic and /or international

## **TERMS AND CONDITIONS**

For the purposes of clarity, Site is Gekotour.org and will be represented and stated as Site or Swallow House Trading, the parent company to Gekotour and Swallow Guesthouse. You is you, the customer, booking or inquiring a tour offered on Site.

### **1. Bookings**

Reservation for services shown on this tariff should be made through our on-line booking form or directly by email to the Geko Treker (Suzan Badgley). All requests are confirmed by return email.

### **2. Validity, General Conditions**

All information in this catalogue was compiled to the best of Swallow House Trading knowledge. Earlybird discounts apply for dates and conditions specified. In the case passport, visa, custom, health, or currency provisions of individual are not met causing problems by Customs on departure or arrival preventing participation in selected tour, Swallow House Trading may charge corresponding cancellation fees to the customer. Refer to cancelation charge for details. All information is given in good faith and constitutes the basis of a contract. Swallow House Trading reserves the right to alter, at any time, price, route, hotel or other arrangements due to unforeseen circumstances. Swallow House Trading apologises for any inconvenience occurred as a result of any changes.

### **3. Payments**

Full prepayment is required 14 days prior to commencement of chosen tour unless alternative directions are stated by Site. Failure to comply with this condition may result in cancellation of all arrangements made. All remittances should be made payable to Swallow House Trading, the licenced Canadian company and parent company for Site Gekotour.org. Any banking fees for remittances shall be borne by the clients. Payment methods include PayPal or Credit Card.



# *Gekotour Booking Conditions*

## **4. Cancellations**

You are strongly encouraged to obtain cancellation insurance. In certain circumstances, this will cover the cost of cancellation. Cancellations fees will be calculated from the date of receipt of written cancellation as follows:

- 1 month (30 days) prior to departure 10 % of tour price will be charged
- 14 days before to departure 25% of tour price will be charged
- No show fee 50% of tour price will be charged

In the event that the Gekotour (Swallow House Trading) cancels the tour due to weather, minimum participant numbers not achieved, or other circumstance, paid participants may choose between rescheduling the tour, or a credit towards an alternative tour, or a full refund of all monies paid. If You choose to accept a credit, the difference in the cost of the alternative tour will be refunded or charged accordingly by Swallow House Trading. Swallow House Trading is not responsible for any incidental expenses incurred related to travel services booked on [www.gekotour.org](http://www.gekotour.org) site, including, without exceptions, expenses arising from the purchase of visas, vaccinations, non-refundable flights, or of any loss of employment.

## **5. Acceptance of Risk and Waiver of Liability**

You acknowledge that all travel involves an element of risk and that some tours offered on the Site may be adventurous in nature and may involve a significant amount of personal risk. You hereby assume all such risk to You, your estate, your family, heirs and assigns hereby release Swallow House trading, Gekotour, and the Local Tour Guide and Workshop Facilitators from all claims and causes of action whatsoever arising from any injury, death or other damages, both pecuniary and non-pecuniary, to You that may occur as a result of your participation in the tours offered by Site or as a result of the negligence of any party, including the Tour Guide or any employee, officer, agent, contractor or assign of Swallow House Trading, whether such negligence is passive or active. You are strongly encouraged to obtain suitable Travel Medical Insurance prior to booking a tour. Prior to tour commencement, the Gekotour representative Geko Treker will ask You to sign a Liability Release. Please take your time to review a copy of the Liability Release by accessing the <http://www.gekotour.org/LiabilityRelease> following link:

## **6. Prohibited Use**

Information found on the Site may not be used to recruit, solicit, or contact Tour Guides for employment or business not affiliated with Gekotour unless you first obtain express written permission from Geko Treker.

## **7. Information Provided by You**

You are responsible for providing accurate, timely and complete information in connection with your registration. Swallow House Trading is not responsible for claims relating to any inaccurate, untimely or incomplete information provided to us by you, the customer. Swallow House Trading will only use your personal information in accordance with our Privacy Policy and will use its best efforts to ensure



# *Gekotour Booking Conditions*

the privacy of all other personal information. Swallow House Trading disclaim any liability for any damage that may result from information leaked to third parties. You hereby agree to hold Swallow House Trading harmless for any damages that may result. Swallow House Trading uses a third party service to process your credit card information, therefore we have no access to your credit card information. For further information, please contact Swallow House Trading ' credit card processing company [www.PayPal.com](http://www.PayPal.com).

## **8. Modification of the Terms of this Agreement**

Swallow House Trading reserves the right to make changes to this Agreement from time to time. Swallow House Trading shall provide notice to You of any substantive and/or material changes to this Agreement or any policies posted on the Site.

## **9. Intellectual Property Rights**

All text, logo, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that You see or read on the Gekotour Site or Social Media thereof is owned by Swallow House Trading, or is used with permission of their respective owners. This Proprietary Material is protected in all forms, media and technologies. You may not copy, download, use redesign, reconfigure, or retransmit anything from the Site without the prior written permission of Swallow House Trading.

## **10. Disclaimer of Warranties**

YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT YOUR SOLE RISK. SWALLOW HOUSE TRADING AND GEKOTOUR DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **11. Limitation of Liability**

Under no circumstances will Swallow House Trading be liable to You, the tour customer, for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement or from the provision of any tours or other services purchased from the Site. Furthermore, the TOTAL liability of Swallow House Trading arising with respect to this Agreement and the Site shall in no event exceed the total amounts paid by You to Swallow House Trading under this Agreement.

## **12. Legal Claims**

For all disputes between Swallow House Trading and You relating to the Site, this Agreement, transactions facilitated or conducted through the Site, tours and travel services ordered or purchased



## *Gekotour Booking Conditions*

through the Site, dealings between You and Swallow House Trading, or any related matters ("Disputes"), the parties will attempt to find the least onerous solution to the Dispute. If a Dispute cannot be resolved by the parties, then the Dispute must be resolved before the courts of the Province of British Columbia, Canada, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada, in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada, within six (6) months after the Dispute arose. Any shorter time limit provided by statute or other law remains unaffected.

### **13. Miscellaneous Provisions**

Failure by Swallow House Trading to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada.

These Terms of Use and the Liability Release, if applicable, constitute the entire agreement between You and Swallow House Trading with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of Swallow House Trading, its successors and assigns.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.