

All tours operated by NK SEEDS Tours are subject to the following terms & conditions:

## **Reservation & Payment**

For standard bookings, a non-refundable deposit of 50% of the trip's amount per person is required according to the booking currency. All bookings will be confirmed by NK SEEDS Tours in writing to the lead passenger along with confirmation of balance payment details. All our tours are subject to availability and we reserve the right to return your deposit or payment and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.

The tour balance for all bookings will be direct debited from the payment details given at the time of booking. Payment can be made by debit cards and all major credit cards, excluding American Express. All documents will be sent to the email address of the Lead Passenger only. If there is a failure to complete the payment, NK SEEDS Tours reserves the right to cancel the reservation. We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

If you are booking for more than one person, as the Lead Passenger, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying us if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and NK SEEDS Tours will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

## **Travel Insurance**

Each Client must take out adequate and suitable travel insurance in order to take part in a tour organised by us and this is a condition of your contract with us. Clients are wholly responsible for arranging their own insurance. NK SEEDS Tours reserves the right to request a copy of their insurance policy and/or a receipt showing payment of the premium. Evidence of such insurances must be produced to NK SEEDS Tours guide on request and normally on day one of your trip. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.

A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the holiday and loss of holiday monies through cancellation and curtailment of the holiday for insurable reasons, as well as any additional coverage per your personal needs and preferences.

You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, injury, repatriation, evacuation expenses, curtailment and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the passenger. NK SEEDS Tours will not accept responsibility for, and in no event shall be liable for loss or damage of valuables or other articles left at public spaces or facilities used NK SEEDS Tours such as hotels, vessels, expedition vehicles, or any other mode of transportation. Losses due to ordinary wear and tear or acts of God are not reimbursable.

Clients making their insurance arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities they will be undertaking during their tour and are solely responsible to cover any belonging taken on tour.

We reserve the right to cancel the booking, without any liability for refunds, of any customer who cannot satisfy us that they have purchased suitable travel insurance in accordance with this clause. Furthermore, if you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## **Cancellation by Client**

Cancellations must be made by the Client in writing to NK SEEDS Tours at [contact@nkseeds.org](mailto:contact@nkseeds.org) prior to the tour departure, following which the Client must receive confirmation of cancellation. If you do not receive confirmation, please contact us. If you choose to cancel, under no circumstance will we refund you the 50% of the full amount that you paid when you book.

## **Cancellation by NK SEEDS Tours**

NK SEEDS Tours reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 30 days before departure, except for Force Majeure, Low Bookings (minimum 4 pax for Asia tours).

We do not accept liability for any loss, damage or expense resulting from war or terrorist activities threatened or actual, riot or civil unrest, industrial action threatened or actual, weather conditions, fire, flood, drought, closures, unforeseen alterations to public transport schedules, rescheduling of aircraft or boats, epidemic or outbreaks of illness or any other event outside our control which either delays or extends or reduces the trip, or compels a change in the trip arrangements after departure ("Force Majeure").

## **Itinerary Changes**

It may be necessary, sometimes at short notice, to make changes to an itinerary due to weather, traffic or road conditions. Regrettably, coaches, trains, boats do occasionally break down, or suffer mechanical or technical problems, or certain facilities on board a coach, train, boat may become faulty. Every effort will be made to rectify such issues as quickly as possible. In some instances, it may be necessary to replace the vehicle or boat which cannot be repaired. We cannot accept any responsibility for delays caused by any form of breakdown.

## **Changes by NK SEEDS Tours**

NK SEEDS Tours' aim is to operate all tours as advertised. Accept that it may prove necessary or advisable to vary or modify a tour itinerary or its contents due to prevailing local conditions or any other reason. NK SEEDS Tours reserves the right at any time to cancel or change any of the facilities, accommodations, services or prices described online and to substitute alternative arrangements of comparable monetary value or charge a supplement locally if alternative arrangements cannot be made, without compensation to the Client and accepts no liability to the Client whatsoever for costs or loss of enjoyment as a result of these changes.

## **Inclusions**

The tour price includes:

All accommodation as listed in the Tour Inclusions Section

All transport listed in the Tour Inclusions Section

All meals as listed in the Tour Inclusions Section

All activities as listed in the itinerary

The services of a group leader as described in the Tour Inclusions Section

## **Exclusions**

The tour price does not include:

Flights, excess baggage, visas, insurance, extra meals and drinks, items of personal nature, entrance fees, tips, port taxes & fuel supplements, departure taxes, optional activities and all the other services not stated in the 'Inclusions' sections online.

## **Unused Services**

Should a client fail to join a tour, joins the tour after departure, or leave the tour prior to completion, no refund will be made.

## **Special Offers & Discounts**

Special offers and discounts can only be applied at the time of booking and cannot be retrospectively added at a later date, regardless of any later changes made to the original booking.

## **Age & Health**

All Clients must determine themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in the Company's brochures. No unaccompanied minors (i.e. those under 18 years of age) can be accepted on tours operated by us, however children of 16 or more may travel provided that they are accompanied by a parent or a guardian who accepts full responsibility for them and subject, in all cases, to our ultimate discretion. You agree to accept the authority and decisions of our employees, tour leaders, and agents whilst on tour with us. If in the opinion of such person, the health or conduct of a client before or after the departure appears likely to endanger the safe, comfortable or happy progress of the tour, the Client may be excluded from all or part of the tour, in which case all monies paid will be forfeited and we will not be liable to pay any compensation whatsoever to such Client.

## **Dietary and Special Requirements**

You must clearly state all your dietary requirements at the time of booking. Although many of our tours accommodate vegetarians and vegans, we cannot guarantee that special dietary requirements can be met, and we cannot take responsibility for any such requirements not being fulfilled.

If you have a medical condition or require special arrangements that may affect your trip, we ask that you inform us in writing at the time of booking. If we cannot reasonably accommodate your particular needs, we may decline the booking or ask for you to be accompanied by a person who is able to provide full assistance to you throughout your trip.

## **Visa & Travel Documentation**

It is Client's responsibility to obtain any visas, passports, health certificates or other travel documentation required. It remains the Client's responsibility to ensure that these documents are in order and meet any additional costs incurred as a result of failure to comply with such requirements.

## **Price Validity and Accuracy**

Dates, itineraries and prices are valid from the most relevant edition of the website. NK SEEDS Tours reserves the right to change any of the facilities, services, prices & accommodations, itineraries or vehicles described online without being liable for compensation or refund.

## **Conditions of Suppliers**

Some of the services which make up your holiday are provided by independent or third-party suppliers. These suppliers may be small family or community-based operators offering transportation including by boat or scooters to rural villages. The services they provide come with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you. Travel Talk accepts no responsibility for any services including optional activities, which are not a part of the tour package.

## **Authority on Tour**

Group tours are led by a NK SEEDS Tours guide or tour leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the tour. Should a passenger fail to comply with a decision made by the group leader or interfere with the safety or well-being of the group, the group leader may order the Client to leave the tour immediately, with no right to any refund (please see Your Liability to Us). All passengers must comply at all times with the local laws, customs, and foreign exchange and drug regulations of all countries visited, as well as our responsible travel guidelines.

We cannot be held responsible for the actions or behaviour of other tour members, guests or individuals who have no connection with your booking arrangements or with us.

## **Your Liability to Us**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. You will not be permitted to embark or continue on the trip if your mental or physical condition is, in the reasonable opinion of any representative of NK SEEDS Tours, such as to render you incapable of caring for yourself, or where you become objectionable to other passengers, or you become a hazard to yourself or other passengers. We will not be responsible for expenses resulting in you being precluded from completing the trip for any reason, nor will we refund you any part of your trip cost. In all cases we will notify you of the reasons why we have taken this action. We will have no obligation to arrange for your return to the point of the trip departure if your condition manifests itself after the trip departure.

Further, you will be liable to reimburse us for any expenses whatsoever that we incur as a result of such behaviour. You and/or your party may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or

other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

You agree to indemnify us in full against all losses (direct and indirect and howsoever caused) arising from any third-party actions taken against us for loss or damage caused by you or arising from your participation on the trip.

## **Vaccination Policy**

Fully vaccinated individuals do not require pre-departure or on arrival tests.

Unvaccinated individuals will be required to do a PCR test a maximum of 48 hours before departure. NK SEEDS Tours is not responsible for your entry in the country. You must be informed of the latest restrictions.

## **Risk Acknowledgement & Indemnification**

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. The tours operated or supplied by NK SEEDS Tours have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of potential risk and exposure to potential hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that the Client appreciates such risks and hazards and they undertake all tours at their own volition. If a Client participates in an activity not included as part of a tour operated by NK SEEDS Tours, the Client accepts all responsibility for taking part in such an activity, accepts that no further services will be provided by the company and indemnifies NK SEEDS Tours against any and all claims related to such an activity.

Where the Client suffers death, personal injury or any other loss whatsoever as a result of an activity forming part of the tour arrangements booked with NK SEEDS Tours, then NK SEEDS Tours shall only accept responsibility if the death, personal injury or loss was caused by the negligent acts and/or omissions of NK SEEDS Tours' employees, officers, agents or direct suppliers. For the avoidance of doubt, NK SEEDS Tours shall not be liable for such death, personal injury or any other loss suffered whatsoever if there has been no fault on the part of NK SEEDS Tours or its partners, or if the cause was the fault of the Client (including without limiting the generality of the foregoing the Client's participation in any activity/option not specifically detailed as included on the tour or operated directly by NK SEEDS Tours) or due to the actions of someone unconnected with the tour arrangements or due to circumstances which neither NK SEEDS Tours nor its partners could have reasonably anticipated or avoided

## **Feedback & Complaints**

You may reach us for any feedback or complaints at [contact@nkseeds.org](mailto:contact@nkseeds.org).

In the event of any dissatisfaction with any service provided by NK SEEDS Tours, you must report it immediately to the Trip Leader so that action can be taken to remedy the problem.

Any complaint made to NK SEEDS Tours following the conclusion of the trip should be made in writing within 28 days of completion of the trip. In the event that You do not notify us in writing within 28 days, NK SEEDS Tours' ability to investigate the complaint may be prejudiced and may extinguish your claim.

## **Privacy Policy**

In order to process your booking, NK SEEDS Tours need to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We must pass some information on to the relevant suppliers of your travel arrangements (hotels, transport companies etc.). Such suppliers may be outside continental Europe if your holiday is to take place or involve suppliers outside these countries. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

NK SEEDS Tours will only deal with the personal information you give to NK SEEDS Tours unless you agree otherwise.

When the Client submits the review form, they accept that the feedback and all rights therein, become the sole property of NK SEEDS Tours and that NK SEEDS Tours shall have the right to make it available to the public on this website and for any purpose and in any media (including for advertising or other commercial use).

## **Photos & Marketing**

The Client consents to NK SEEDS Tours using images taken of the Client during the tour or shared on NK SEEDS Tours social media accounts for advertising and promotional purposes in any media we choose. The Client grants NK SEEDS Tours a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.