

Terms and Conditions

for

Sebastian Kennerknecht Photography Tours

Payment Policies

A non-refundable deposit is due upon booking and is calculated based on the cost of the expedition.

The remaining balance is due and must be paid in full at least 30 days prior to departure. A client that has not paid in full will not be eligible to join a Sebastian Kennerknecht Photography Tour.

Cancellation and Refund Policies

In order for a client to cancel their participation on a trip we must be notified, via email (at sebastian@pumapix.com). The below-mentioned penalties will be applied and computed as of the date of receipt of the written cancellation. If a participant needs to cancel via email, it is their responsibility to follow up and confirm that we received their cancellation request. The 25% deposit is non-refundable. If the full payment for the tour has been received prior to the 30 day prior-to-departure date, it is fully refundable until 30 days prior to departure. Thereafter it becomes nonrefundable. No refunds are given within 29 days or less of the departure date.

Tipping

On expeditions, tipping will not be included and is at the discretion of the clients.

Single Supplements and Double Occupancy

All prices quoted are based on double occupancy. A single supplement (detailed in each individual itinerary) will be charged to participants who specifically request a single accommodation subject to availability. Single travelers who are willing to share with another single traveler (of the same gender) will not be charged a single supplement, subject to the availability of a roommate. However if a roommate is unavailable to share accommodations, then the full single supplement fee will be charged.

Defaulting on a Scheduled Payment

If a scheduled payment is not able to be met by a client or not paid on time then the reservation will be at risk of being forfeited.

Changes of Itinerary, Pricing and Cancellations

Sebastian Kennerknecht Photography Tours reserves the right to change a tour's itinerary, dates, and accommodation and or advertised trip leaders. If an itinerary must be changed or delayed for reasons outside of the control of Sebastian Kennerknecht Photography Tour (e.g. political unrest, strikes, severe weather, government intervention, acts of God, war, earthquakes, flooding etc.) then the cost of delays or changes is not included. At Sebastian Kennerknecht Photography Tour, in order to secure the best possible pricing and availability we are often paying large sums of money to operators up to two years in advance. While we do everything in our power to keep the prices the same as published we are however occasionally faced with exceptional cost increases or currency fluctuations that we are unable to accommodate. For this reason advertised prices are subject to change. All prices are quoted in United States dollars US\$ and must be paid in US\$. Sebastian Kennerknecht Photography Tours reserves the right to cancel any trip prior to departure for any reason whatsoever, including logistical problems that may impede trip operations or insufficient sign-up of participants. If a trip is canceled due to force majeure (acts of God, war, labor strikes, earthquakes, flooding etc.) Sebastian Kennerknecht Photography Tour will promptly refund the portion of the trip cost not already advanced to suppliers and use its best efforts to recover and refund the balance as promptly as possible. However Sebastian Kennerknecht Photography Tour do not guarantee the recovery or refund of any or all of the advanced payments made. In the case of a trip receiving insufficient sign-ups this will normally be canceled a minimum of two months prior to departure. In such a case Sebastian Kennerknecht Photography Tour will make the utmost effort to refund participants in full. Sebastian Kennerknecht Photography Tour is not responsible for expenses incurred by trip participants in preparation for the canceled trip (e.g. non-refundable advance purchases, inoculations, equipment, visa fees etc.) or for any additional arrangements the trip member may have solicited prior to the group departure date.

Expedition Participant Obligations

It is the responsibility of each Sebastian Kennerknecht Photography Tour' trip participant to select a trip according to their physical ability and interest and to be of sufficiently good health. It is the full responsibility of each trip member to be fully prepared for the trip with reference to the Sebastian Kennerknecht Photography Tour pre-departure information (e.g. ensure validity of passport, visas where necessary, travel insurance, inoculations, air-travel, medications, equipment, etc.). It is also the full responsibility of each trip member to make Sebastian Kennerknecht Photography Tour aware of any medical or dietary conditions at the time of booking. We reserve the right to deny trip participation accordingly.

Photographic Model Release

Sebastian Kennerknecht Photography Tour reserves the right to take photographic or video records throughout any of its expeditions of trip participants. Participants should be aware that Sebastian Kennerknecht Photography Tour has the right to use any such photographic or video records for promotional and/or commercial purposes without remuneration to the participant. Any individual who

does not wish to be represented in photographic or video records should notify Sebastian Kennerknecht Photography Tour in writing before the end of the expedition and their wishes will be respected.

Limitation of Liability

Sebastian Kennerknecht Photography Tours gives notice that it does not own or operate any entity that provides services for your expedition, including but not limited to transportation providers, hotel accommodations, food service providers, local guides and porters, equipment suppliers, ground and safari operators, etc. These services are purchased from various independent suppliers who are not affiliated with Sebastian Kennerknecht Photography Tours in any way. Sebastian Kennerknecht Photography Tours, its owners, employees, officers, or contractors shall not be held liable for any negligent or willful act or failure to act of any such person or entity, nor for any act or inaction of any other third party not under its control. Without limitation Sebastian Kennerknecht Photography Tours is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience, or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, or breach of contract of any third party, such as an airline, train, hotel, restaurant or food supplier, bus, taxi, van, or safari operator, or local outfitter or guide, whether or not it uses the Sebastian Kennerknecht Photography Tours name, which is expected to or does supply any goods or services for your expedition. Sebastian Kennerknecht Photography Tours cannot be liable for any loss, injury, death, or inconvenience due to delay or changes in schedule; overbooking or downgrading of accommodations; technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality; strikes; war; insolvency default of any third party; acts of government; bites or attacks by animals, insects or pests; sickness; the lack of appropriate medical care; evacuation to same, if necessary; weather; strikes; acts of God; acts of terrorism or the threat thereof; quarantine; epidemics or the threat thereof; criminal activity; or any other cause beyond its control. In no event will Sebastian Kennerknecht Photography Tours be responsible for incidental, consequential or special damage or loss suffered by any person. By confirming your participation in this program, you understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

Compulsory Arbitration

The parties agree to resolve any controversy or claim concerning this website, web page, the literature for a trip, or the trip itself, by binding arbitration in Williamstown, MA, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. In any such arbitration the substantive but not procedural law of the State of Massachusetts shall apply. This agreement to arbitrate does not waive or modify the liability release contained in this document. 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