

TERMS AND CONDITIONS

PARTIES

SARL NCDK - OPHORUS hereinafter referred to as “Operator”, provides semi-private day/multi day trips, private day/multi day tours, shore excursions and packages in France. These Terms and Conditions apply to each Tour program provided by the “Operator”, hereinafter referred to as “Tour”. In these Terms and Conditions, the undersigned is hereinafter referred to as “Guest”. It is each individual traveler’s responsibility to read and understand the Operator’s terms and conditions. Completion and submission of Operator’s online booking or credit card form accompanied by the per person tour deposit/payment by Guest constitutes Guest acknowledgement, acceptance and agreement of Operator’s terms and condition. All monies are paid in Euros. Operator reserves the right to change its travel policies without notice.

RESERVATIONS

They are accepted by Operator upon receipt of a completed and signed reservation form (word document or through our website) or upon receipt of a completed and signed, printed reservation form accompanied by a 30% deposit. For multi day tours and packages, the remaining balance of the Tour is due no later than 30 days prior to the Tour departure date. Reservations made within 30 days of Tour departure date are subject to full payment within seven days from the date of receipt of Tour reservation. If Operator does not receive balance payment of Tour from Guest by the designated due date, Operator reserves the right to cancel Guest reservation.

CLIENT CANCELLATION & REFUND POLICY

Operator strictly adheres to its cancellation policy and will make no exceptions to the policy. If Guest chooses to cancel his or her reservation, Operator must receive written notice of said cancellation in writing via certified mail, fax or e-mail sent to info@ophorus.com (with confirmation of receipt from Operator), and Guest shall be subject to the following cancellation fee schedule:

1. Payment conditions and cancellation fees for packages:

Ophorus requires a deposit of 30% on booking confirmation with balance to be made at least 30 days prior to arrival (in case of last minute registration payment is expected immediately). We accept payment by credit cards (Visa, Master card, American Express) or bank transfer (Wire transfer fees at the charge of the Guest). There is no charge or service fee for processing credit card payments except with American Express +3%. For any cancellation, the following fees will be deducted from the refund:

60+ days > 20€ fee per person

59 to 30 days prior to arrival > 30% of the overall price (deposit)

29 to 15 days prior to arrival > 75% of the overall price

14 days or less prior to arrival > no refund

No insurance for cancellation or assistance is included in the prices mentioned for all packages. Each customer has to check he has the appropriate documents for his journey: a passport (with visa if necessary) or a valid ID card. No refund will be granted in case of lack or loss of ID documents. Eating, drinking and smoking on board the minivans are strictly forbidden (law of September 17th, 1977). All passengers are insured during the excursions while in the vans. The responsibility of Ophorus is limited to our insurance contract clauses.

2. Payment conditions and cancellation fees for semi private tours and transfers:

Ophorus requires full payment by credit card, internet payment (through our website) or wire transfer (Wire transfer fees at the charge of the Guest) to make a reservation. We accept payment by AMEX, Visa and Master Card. There is no charge or service fee for processing credit card payments

except with American Express +3%. For any cancellation, the following fees will be deducted from the refund:

7 days to 72 hours prior to arrival > 10% of the overall price

72 hours to 24 hours prior to arrival > 30% of the overall price

24 hours prior to arrival > no refund

All semi private tours depart on time. Clients should present themselves at the allocated meeting point at least 10 minutes before the beginning of the tour. Driver/guide will not wait unless Ophorus has been previously informed that the client will be late with a maximum waiting time of 10 minutes. Beyond that waiting time, tours will depart and Ophorus cannot be held responsible for clients missing their tour.

3. Payment conditions and cancellation fees for private excursions and shore excursions:

Ophorus requires a deposit of 30% on booking confirmation with balance to be made at least 30 days prior to arrival (in case of last minute registration payment is expected immediately). We accept payment by credit cards (Visa, Master card, American Express) or bank transfer (Wire transfer fees at the charge of the Guest). There is no charge or service fee for processing credit card payments except with American Express +3%. For any cancellation, the following fees will be deducted from the refund:

30 to 15 days prior to arrival > 30% of the overall price

14 to 8 days prior to arrival > 50% of the overall price

7 days prior to arrival > no refund

No refund will be included in the case of a boat not arriving at time and place for a Shore Excursion. All shore excursions departing from Bordeaux must specify local port of call: “Bordeaux city port of call” or “Bassens port of call” or “Le Verdon port of call”. Ophorus will not be held responsible if the wrong port of call has been notified during reservation. No insurance for cancellation or assistance is included in the prices mentioned for both private tours or shore excursions. Each customer has to check he has the appropriate documents for his journey; a passport (with visa if necessary) or a valid ID card. No refund will be granted in case of lack or loss of ID documents. Eating, drinking and smoking on board the minivans are strictly forbidden (law of September, 17th, 1977). All passengers are insured during the excursions while in the vans. The responsibility of Ophorus is limited to our insurance contract clauses.

WINE TOURS

Ophorus reserves the right (and delegates to its drivers the right) to refuse to carry any person who is thought to be under the influence of alcohol or drugs and/or whose behavior is considered to pose a threat to the chauffeur, the vehicle or the other passenger(s). Customers who soil the interior of a van are liable to an on the spot fine of 50 €. This fine is payable immediately to Ophorus driver. If the customer refuses to pay, or has no money with which to pay, then a 50.00 € valet cleaning fee will be taken on their credit card. Parents, or minders (or friends over 18 years) of children and adolescents under the age of 18 years, are responsible for the conduct of these minors while in the vehicles, and will be held responsible for any damage caused by the aforementioned minors. Legal drinking age in France is 18 years old and therefore parents or minders will be responsible for minors during the wine tours as to alcohol consumption. Any damage caused to an Ophorus vehicle by a customer must be paid for immediately. If payment cannot, or will not be made then Ophorus will be forced to take legal action against the customer(s) in question. Passengers are not allowed to take onto our vehicles any alcoholic drinks for the purpose of consuming them, or to drink such drinks on our vehicles. Smoking is not permitted in Ophorus vehicles.

OPERATOR CANCELLATION OR SUBSTITUTION

Ophorus may cancel any Tour at any time before departure for any reason, including without limitation, if Operator deems the number of Guests signed up for a given Tour to be insufficient to operate such Tour. Operator may in its’ sole discretion substitute a service or good of similar quality for any service or good stated in a Tour itinerary without notice. Operator shall attempt to notify Guest of the cancellation of a Tour for which Guest has paid a deposit or Tour Fee as soon as possible after Operator’s final decision to cancel such Tour. If a Tour is cancelled, Operator’s liability is limited to a full refund of affected Guest’s Tour deposits and Tour Fees, and Operator will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. Operator is not responsible for any loss incurred on account of non-refundable or non-transferable air tickets. Operator Itineraries are subject to change. Due to circumstances beyond its control, Operator may make partial changes to the stated itinerary. Every effort is made to keep changes to a minimum, and its high quality is always maintained. If Guest encounters any problem during the delivery of a Tour, Guest is requested and responsible to bring the problem to the lead guide’s attention immediately in order to give the guide and Tour team the chance to correct the problem. Uncompleted or unused portions of any tour itinerary are not cause for complaint or refund. If for reasons beyond Operator’s control, a Tour in progress must be interrupted or cancelled, Operator will in good faith refund a portion of the Tour Fees depending on Operator’s actual costs incurred compared to the Tour as originally contemplated.

PRICES/FEEES

Prices are subject to change without notice. Once Operator receives Guest’s completed Credit Card booking form and Tour deposit payment, Guest’s Tour price is guaranteed and the Tour price will NOT increase. Operator reserves the right to charge an administrative fee to process Tour balance payments made by credit card or wire transfer. Operator promotions are valid per person or per minivan only during the stated promotional dates, are applicable towards one Tour, and are subject to change without notice.

ACCOMMODATIONS

Guest accommodations during a Tour are double, twin or single occupancy, and will include private, fully equipped, en-suite bathrooms. Hotel rooms are well appointed; individual, private rooms with large comfortable two twin, queen or king size beds and fully equipped, private, en-suite bathrooms (tub/shower, sink, toilet, etc.) that Operator has determined to meet its strict criteria. Room size on Tours is traditional European standard. In France, a twin room to be shared by two persons is comprised of two single (twin) size beds plus a fully-equipped, private, en-suite bathroom. A double room is comprised of either 1 queen or 1 king size bed, plus a fully equipped private, en-suite bathroom. Beds in France are smaller than traditional North American beds. French hotel beds do not include mattress toppers nor are the mattresses memory form. Hotel designation is subject to change without notice at Operator’s discretion and based on availability at time Tour is sold to its capacity.

RESPONSIBILITY

Operator expressly limits its’ performance to the delivery of a Tour with accompanying food (when applicable), lodging and ground transportation from site to site. Operator and its’ agents expressly exclude all other guarantees and warranties including but not limited to, the warranty of workmanlike performance of Operator and its’ agents. Furthermore, Operator and its’ agents will not be responsible for any direct or indirect consequential damages or injury that may result from a Tour. The Guest is completely responsible for all actions, and agrees to hold harmless Operator and its’ agents for any accident, damages or injury. Operator and its’ agents are not responsible for Acts of God or acts of war/terrorism, and Guest agrees to hold Operator and its’ agents harmless for any incident or injury resulting from the same, or as a result of any force majeure. Only Operator may finalize an order or Tour booking and make it a binding contract to provide the services of Operator to Guest. Responsibilities of Guest include, but are not limited to the adherence of all local laws, respecting customs, culture, guides and local professionals, assessing abilities, respecting other Guests’ privacy, and

following the suggestions and advice of the Operator and Tour guide during a Tour. Operator reserves the right to decline, accept, or retain at any time, any Guest, as a participant of a Tour, if Operator deems that Guest behavior is disruptive to the group or Tour, is inappropriate and offensive to the Group or interferes with the delivery of services of the Tour. Operator reserves the right to remove any Guest from a Tour should Operator determine that the Guest cannot meet the physical requirements of the Tour, as stated in the Tour itinerary, or is disruptive to the Tour time schedule, or is adversely affecting the overall group dynamics. In the event that a Guest is removed from a Tour, Operator will not refund any monies to the Guest. Transportation costs to return home, airline penalties, and any other expenses will be the responsibility of the Guest. In the event that a Guest voluntarily chooses to leave a Tour, Operator will require a written, signed statement of the Guest’s intent to depart from the Tour. In the event that a Guest voluntarily departs from a Tour, Operator will not refund any monies to the Guest. Transportation costs to return home, airline penalties, and any other expenses will be the responsibility of the Guest. During a Tour, Guest participates in as many or as few activities of interest to Guest and at Guest’s discretion. No refunds for unused services, activities, excursions, workshops or portions of a Tour for any reason will be made to Guest.

CHILD POLICY

Infants aged 0 to 4 years old are not accepted on any of our shared semi-private tours. Our private tours can be adapted to all families with infant friendly activities on request. Adultes travelling with children over 4 years old have the obligation to inform operator of age and weight of child so that we may provide the adequate child or booster seat. Without this information, operator will not accept the child on the tour and no refund will be possible for child and accompanying adult(s). Children aged from 4 to 12 years old will benefit of a 50% reduction on adult price.

HEALTH

By completing either an online booking form or a print/fax booking form and by sending a deposit toward your trip purchase, Guest certifies that he/she does not have any physical condition or disability that would create a hazard for him/her or other travelers, certifies that he/she is physically able to participate in the Tour and certifies that he/she is aware of all Tour walking and standing disclosures and requirements of the Tour.

INSURANCE

Trip cancellation/interruption insurance is highly recommended, but not required to participate in a Tour. Trip cancellation/interruption insurance will protect Guest should he or she need to cancel for certain necessary reasons such as illness, unemployment, death, and provides Guest refunds for air and Tour. Additional insurance for baggage, health/accident is also strongly recommended and available through most major travel insurance providers. Operator is not responsible for additional expenses that may occur, as a result of Guest not purchasing travel insurance.

USE OF GUEST IMAGES/FEEDBACK

In Operator’s Promotional Materials: Photographs and video taken by Operator’s Tour leaders and other Operator representatives during a Tour are the property of Operator, and may be used in promotional materials. Feedback, both verbal and/or written, provided by Guest to Operator about a Tour is also the property of Operator, and may be used in promotional materials, including Operator’s website.

ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of the initial services to be provided on the Tour shall constitute an acceptance by the Guest of these Terms and Conditions recited above. Guest understands that this is a legally binding and enforceable contract. By paying the deposit to Operator, the depositor, also known and referred to herein as Guest, therefore agrees to be bound by the above-recited Operator Terms and Conditions.