Scotland & Orkney Islands Eco-Adventure

An action-packed Eco-Adventure: Scotland & Orkney Island Marine Life with Seacoast Science Center, September 24–October 3, 2022

Terms & Conditions: No-risk Deposit Policy

Covid-19 Information
Special rescheduling and cancelation policies for the trips impacted by Covid restrictions.

Rescheduling – Postpone your trip for the future and modify it as you wish

You can postpone your trip to a future date. We do not charge any modification fees unless there are irrevocable prepayments made to local suppliers. In any case, we will do our best to reduce your exposure to any fees. You do not have to choose a new date right away and you can decide where you want to go and when at a later time. Just keep in mind, your future trip should cost no less than the original trip.

Refund Assurance

A Refund Assurance (RA) is a special optional program offered to customers during the reservation process. The RA allows you to cancel your trip for any reason up to 45 days before departure and to receive a full refund for all tour services booked with our company. The price of RA is determined at reservation and is charged separately from tour services. The price of RA itself is not refundable. Any bank or merchant fees arising from processing payments and refunds will be withheld from the refund.

Our Terms of Service

The tour operator for all trips listed on this website is Arsia AG, Switzerland (Company). The travel agencies assisting with reservations of trips are Firebird Tours, LLC (United States) and Firebird Tours PTY (Australia), collectively referred to as Agencies. Any User of this website or web applications of the Company and Agencies, and any Customer, who books trips of the Company either directly or through Agencies, gives his consent to Terms of Service and Privacy Policy, which have been unified for Company and Agencies mentioned above. The Company reserves the right to change these Terms of Service when it deems it necessary.

Reservation policies

By booking a trip customer consents and agrees with our Terms of Service. To book a trip Customer is required to pay a Reservation Deposit of 20% of the tour price. The minimum amount of a Deposit is 500 USD per traveler. The Deposit is non-refundable. The Deposit is used by the Company to pre-book services with third-party suppliers and often times that requires making prepayments to secure the best rates. That’s why the Deposit is non-refundable, even if a reservation is canceled. The final balance is due 90 days before the start date of the program, with exception of some exotic programs*. Failure to pay the full balance by the due date may result in an increase in the program price.
* Special terms for select programs

Select programs to have special reservation terms, including, but not limited to Northern lights, Trans-Siberian Railway, Norwegian Fjords cruises, Russian river cruises, and there may be special requirements for the Deposit. Our team will inform you about such special requirements.

Refund assurance

A refund assurance is an option offered at the discretion of the Company that enables you to cancel your trip for any reason up to 45 days before departure and to receive a full refund of the program price. The refund assurance option is not a part of the program price and is non-refundable.

Modifications

Rescheduling trip

If you would like to reschedule or postpone your Program, we will do our best to minimize any cancelation fees charged by end suppliers (hotels, museums, etc.). All funds recovered can be applied towards your future trip arranged with the Company.

Change of programs

You can make adjustments to your program up to 30 days before your Program start, after which we will charge a modification fee of USD 150. Cancelation or modification fees charged by third parties are to be paid by the Customer.

Cancelations

<table>
<thead>
<tr>
<th>Moment of cancellation (days before Program start)</th>
<th>Cancellation fee (% of the Program price)</th>
<th>Refund (% of the Program price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>90 days or more</td>
<td>20%</td>
<td>80%</td>
</tr>
<tr>
<td>From 60 to 89 days before</td>
<td>65%</td>
<td>35%</td>
</tr>
<tr>
<td>From 31 to 59 days before</td>
<td>80%</td>
<td>20%</td>
</tr>
<tr>
<td>30 days or less</td>
<td>100%</td>
<td>None</td>
</tr>
</tbody>
</table>

Optional services, which are booked separately from the program, are subject to the cancelation fees of vendors.

Travel Documents, Visas, Insurance

The Company is not responsible for delays, changes, or cancelation costs resulting from incorrect, incomplete, expired, or missing travel documents. Customers are solely responsible for having valid documents for their trips.
The Company bears no responsibility for visa documents, absence of such, or incorrectly issued visas. The Company is not responsible for governments, consulates, border authorities, or airlines that may prevent Customers from starting or continuing their trips.

**Visas**

Some of the trips organized by the Company occur to countries that require visas for the Customers. While the Company does not represent any government or any government agencies, it may assist Customers in the preparation of documents for obtaining travel visas. However, the Company does not guarantee that visas will be issued. The Company is not responsible and will not be held liable for any denial of entry to any country.

**Passports**

Important: Please note that your passport should be valid for at least six (6) months after the last day in the country of visit. Please make sure to check your passport’s expiration date.

**Insurance**

The Company recommends to every Customer to obtain trip insurance. In the event of trip cancellation or interruption, this may be the only source of reimbursement.

**Trip Interruption and Program Changes**

**Program changes by Customer**

The Company shall not be required to refund any amount paid by any Customer who must leave a Program prematurely for any reason, nor shall the Company or its affiliates or partners be responsible for lodgings, meals, return transportation, or other expenses incurred by such Customers. Refunds will be issued only when the Company fails to provide a service, or if the provided service differs significantly from what was offered to the Customer at the time of reservation. No refunds will be issued if the Customer is unsatisfied with a portion of a Program or with a particular service, such as a hotel room, theater play, or ship cabin size. It is the sole responsibility of the customer to become acquainted with details about the reservation that is being booked.

**Program changes by Company**

The Company also reserves the right to withdraw a Program or any part therein, or to make such alterations in the Program as it deems necessary or desirable, and to pass on to the Customer any expenditures or losses caused by delays or events beyond its control. This includes changing dates of Programs and any other arrangements required for the Program.

**Additional Provisions**

**Online payments**

When paying for any program by a credit card, the Customer authorizes the Company to charge that card and agrees not to dispute this transaction, and to resolve all disputes directly with the Company.

**Exchange rate changes**

Due to the cross-border nature of services provided the Company reserves the right to increase tour price for the Customers if the currency exchange rate changes substantially compared to the exchange rate at the time of reservation. A substantial change of currency exchange is the decline of the US Dollar by 5% or more vis-a-vis Euro. In such an event, the Company reserves the right to increase price of its Trips, including those, which have already been paid for by Customers, either with deposit or with full payments.

**Errors and omissions in materials and websites**
The Company is not responsible for errors and omissions in itineraries and its websites, in printing and/or presentation errors, and reserves the right to make corrections as required, including adjusting incorrectly displayed prices.

Missing transfers

The Company will endeavor to make every reasonable assurance of the provision of transfers listed on the final confirmation. However, a transfer may fail to show or may be delayed. If the Customer elects to take an alternative taxi, the Company will compensate the Customer for such costs upon provision of a taxi invoice or receipt, or another form of proof of purchase.

Limits of Responsibility

The Company is not responsible for any injury, loss, death, inconvenience, delay, or damage to personal property in connection with the provision of any goods or services, whether resulting from, but not limited to, acts of God or force majeure, epidemics, pandemics, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failures of aircraft or other means of transportation, or for the failure of any transportation mechanism to arrive or depart on time.

In the event of cancellation, delay, or rescheduling mandated by any of the aforesaid causes beyond the Company's control, the Customer shall have the option of accepting in lieu of the original Program such rescheduled Program or other substituted Program(s) as may be offered, or else, receiving a refund of as much of such advance Program expenditures as the Company can recover on the Customer's behalf from carriers, third-party tour vendors, etc. However, the Company shall not have any obligation or liability to the Customer beyond the foregoing.

The Company reserves the right to make alterations to Program itineraries and substitute hotels, vehicles, ships, or activities if required. The Company reserves the right to cancel, delay, or reschedule any Program before departure, and, so long as this is not the result of any of the aforesaid causes beyond our control, the Customer shall be entitled to a full refund of all monies paid to that point if he/she so desires, less any non-refundable deposits or uncollectible expenses incurred. For more details, see the section on Cancellation Policies.

Customers specifically release the Company from any claims for loss or damage to baggage or property, or personal injuries or death, or loss or delay, arising out of the acts, omissions, or negligence of any independent contractors, such as air carriers, hotels, shore excursion operators, restaurateurs, transportation providers, medical personnel, or other providers of services or facilities. All arrangements made for Customers with independent contractors, including medical services, are made solely for Customers' convenience and are done at the Customers' own risk. The Company specifically disclaims all liability for damages for emotional distress, mental suffering, or psychological injury of any kind, except to the extent prohibited by Title 46 of the United States Code Section 183c(b), where applicable.

Adventure Travel Risks

Some of the Programs offered by the Company are for adventure type of travel. There are certain inherent risks in adventure travel. These include, but are not limited to, hiking, climbing injuries, and altitude sickness, and in all trips dangers of animals, inaccessibility to medical attention, and difficulty in evacuation from remote locations in the case of a medical emergency. The Client assumes all such risks with regard to these possibilities.

Travel Advisories/Warnings

It is the responsibility of the Customer to become informed about the most current travel advisories and warnings by referring to the appropriate travel advisories issued by their country. For the United States, this includes the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov), also available by phone at 1-888-407-4747. For the United Kingdom, this includes the Foreign and Commonwealth Office travel website at [www.fco.gov.uk](http://www.fco.gov.uk), also available by phone at 0845-850-2829.

In the event of an active Travel Warning against travel to the specific destination location(s) of the trip be issued by the Customer's home country, or by any other country, and should the Customer elect to travel, notwithstanding any travel advisory or warning, the Customer assumes all risk of personal injury, death, or property damage that may arise out of events, such as those advised or warned against.
Arbitration Agreement

Any controversy or claim arising out of or relating in any way to these Terms of Service, to the Responsibility Clause, to the Itinerary, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in the U.S. State of Florida, in accordance with the rules of the Arbitration Association then existent.

Customers Representations

The Customer represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the Program. The Company reserves the right to decline the acceptance of anyone on a trip. The Company reserves the right to remove from the trip, at the Customer’s sole expense, anyone whose condition is such that he or she could create a hazard to the Customer or others, or otherwise impact the enjoyment of other passengers on the trip.

Acts of God, Strike, Or Other

Neither the Company nor its partners shall be liable for delay or inability to perform any condition in its Itineraries caused by or arising out of strikes, lockout, or labor difficulties or shortages, whether or not the Carrier is party thereto, or explosion, fire, collision, stranding or foundering of the vessel, or breakdown or failure of, or damage to, the vessel or its hull or machinery or fittings howsoever and wheresoever any of the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint, requisitioning of the vessel, political disturbance, acts or threats of terrorism, inability to secure or failure of supplies including fuel, Acts of God, or other circumstances beyond their control.

Air Transportation

The Company has no responsibility for any changes in travel plans caused by airline delays and will not accept any responsibility for mistakes or errors in airfare bookings made by independent third parties. It is solely up to the Customer to ensure the correct arrival and departure flight information from the Program's start and end cities as well as a correct spelling of his/her name.

The airlines concerned are not to be held responsible for any act, omission, or event during the time Customers are not on board their planes or conveyances. These programs may use the services of any IATA carrier. International air carriers are subject to international air conventions limiting their liability. The limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package. The passage contract in use by these companies, when issued, shall constitute the sole contract between these companies and the Customer who purchases these travel programs and/or passage.

Additional Provisions for Cruises

Tickets, vouchers, and any other travel documents are subject to all terms and conditions of the respective suppliers (some of which may limit the supplier's liability). Under no circumstances shall the Company be construed as a carrier under a contract for safe carriage of the passenger or his or her belongings. The Company and the owners and operators of the vessels for which the Company offers cruises shall be entitled to any and all liability limitations, immunities, and rights applicable to them, or any of them, under the Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessels (CLNI), with protocols and amendments, together with the further provisions of the International Convention of Limitation of Liability for Maritime Claims, 1976, with revisions and amendments (hereinafter collectively referred to as the "Convention"), if and as applicable, and by those other and further limitations of liability set forth in the statutory and general maritime law of the United States, (including Title 46 of the U.S. Code, Section 181-186, 188), as well as any other applicable nation's laws limiting liability. The Company and the owners and operators of its partner vessels shall be entitled to claim the benefit of whichever law, regulation, treaty or doctrine provides the greatest legal protections to the Company and the owners and operators of these vessels.