



Terms & Conditions Flamingo Activities



1. Use

The following terms and conditions regulate the privity between Flamingo Activities and their contractual partners, as well as tour participants (subsequently „client(s)“) in connection with all services, which are provided within the scope of full-day or half-day excursions and other tours/events (subsequently “Activities”) operated by Flamingo Activities. The present Terms and Conditions form an integral part of the respective individual contract. These Terms and Conditions are legally effective for contracts closed over the Internet as well.

2. Conclusion of contract / Booking

Bookings can be made through different distribution channels (Internet, travel agency, hotel, Tourist Information, etc.), by phone, via e-mail/fax or in person. The contract between the client and Flamingo Activities is concluded with the unconditional reservation through one of the distribution channels above. Through the reservation, the client accepts these terms and conditions as binding.

3. Rates and conditions of payment

The tour rates can be seen from the effective price lists on the website and facebook or confirmation of order. All rates are subject to the value-added tax/General additional Tax “ABB” (subsequently “VAT”). The rates on offers and confirmations are quoted including ABB. The total booking costs have to be paid in advance.

4. Cancellations / Amendments

All cancellations must be made in writing (incl. fax or e-mail). We will issue a cancellation confirmation.

For full or partial cancellations after booking confirmation, the following cancellation charges apply:

- Up to 15 days prior to tour start: USD 0.00
- 15 – 5 days prior to tour start: 50% of the total confirmed tour price
- Within 5 days prior to tour start: 100% of the total confirmed tour price

5. Cancellations by Flamingo Activities

In case the execution of the tour is jeopardized, considerably hindered or impossible due to force majeure, meteorological hazard, official measures, political disturbances or strikes, tours can be cancelled after evaluation by Flamingo Activities. The already paid tour price will be refunded. Further compensation claims are excluded.

6. Terms of participation

The client is obliged to inform Flamingo Activities of acute and serious health problems. It is not allowed to join a tour under drug and/or excessive alcohol influence. It is the duty of the client to comply with the terms and conditions and the instructions of Flamingo Activities, its members of staff and rescue personnel, in particular the obligation to wear the seat belts or the use of child safety seats in accordance with applicable laws. In case the terms and conditions are not met by a client or a client did not follow the instructions, Flamingo Activities reserves the right to exclude the client from the tour. The client has no right for a refund of the tour price.

The client undertakes to follow the instructions of the tour guide regarding the itinerary and the continuation of the tour. If these instructions are not followed and the client is not present at the scheduled time of departure, Flamingo Activities reserves the right to exclude the client from the tour after a wait of 15 minutes and continue the tour without him. In this case, the client has no right



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for a refund of the tour price and has to pay for any additional costs (e.g. transport back to the starting point) himself.

7. Acceptance of Risk

You acknowledge that travel and the products and services offered by Flamingo Activities may involve risks to your health and safety. By booking any services with Flamingo Activities you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases Flamingo Activities from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in participating in activities such as those included in Activity itineraries or otherwise offered by Flamingo Activities. You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel, carriage by watercraft, participation in “extreme sports” or other high-risk activities.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Flamingo Activities or the Activity Operator’s suppliers for property damage, loss, destruction or theft caused by you while on a Activity. You agree to immediately report any pre-existing damage to a representative of Flamingo Activity as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Activity including, but not limited to, the proper use of safety devices (including seatbelts, flotation devices and any other gear) and obeying all posted signs and oral or written warnings regarding health and safety. Neither Flamingo Activities nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to Flamingo Activities as soon as possible in order to provide Flamingo Activities with the opportunity to properly address such complaint. You agree to inform your Activity leader, another representative of Flamingo Activities directly. Flamingo Activities assumes no liability for complaints that are not properly brought to the attention of Flamingo Activities and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Activity must be received in writing by Flamingo Activities within 30 days of the last day of the booking in question.

Flamingo Activities is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

The tour operator is limited to transport the client to the different destinations, or to organize the relevant transport. All activities in the destinations that are mediated by the tour operator or organized by the clients themselves, incur at clients own risk. The tour operator is not liable for accidents and presupposes a considerable level of personal responsibility of each client. Appropriate equipment (clothing, swimsuit, sun protection, footwear etc.) is required.

8. Force Majeure

Flamingo Activities will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Flamingo Activities failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause



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whatsoever beyond the reasonable control of Flamingo Activities; or an event which Flamingo Activities or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

9. Images and Marketing

You agree that, while participating in any Activity, images, photos or videos may be taken by other participants, Flamingo Activities or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Flamingo to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

10. Data Protection

Customers agree that their data, in particular Customer's name, address, telephone number, birth date, nationality, gender and credit card details, are collected by Flamingo Activities for the carrying out of the booked activities according to the contract. Such data can be forwarded to third-party providers for the same reason.

11. Applicable law and place of jurisdiction

The legal relationship between the client and Flamingo Activities is Bonairian law (excluding the conflict of laws). For claims against Flamingo Activities the exclusive jurisdiction of The Joint Court of Justice of Aruba, Curaçao, Sint Maarten and of Bonaire, Saint Eustatius and Saba is agreed.