

## **Terms and Conditions**

Please read these booking conditions carefully, they form an important part of the contract for your Chernobyl tour.

All trips advertised by CHERNOBYLwel.com on our website are operated by Orfi Ltd. registration number 46 799 656 (hereinafter called 'the Company' or 'we'), Valachovej 1, Bratislava, Slovakia, European Union and are sold subject to the following conditions:

### **1. Your Tour Contract**

The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Subject to the availability of your chosen arrangements, a contract will exist between us from the date we issue a booking confirmation. If you receive an offer from us, this is valid for 14 days. The prices of our tours are always current and remain the same for you and your groups after you book your tour.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as applicable. When you make your booking you will not pay any deposit requested per person. The whole sum is paid to the CHERNOBYLwel.com delegate at the pick-up place (whether it's a group pick-up point or your hotel address or any other place). The payment is made in cash only in any of the following currencies: EUR, USD, and GBP. In case you want to pay the deposit (part of the sum or the whole sum) upfront before the tour date you have to do it at least 7 days before the trip takes place. In this case – on your request – CHERNOBYLwel.com will send you PayPal details and the PayPal receipt will then be considered as the receipt for the tour.

The deposit paid against any trip is non-refundable under all circumstances.

If we do not receive your payment via PayPal or you were not able to pay your whole sum at the day of departure to the CHERNOBYLwel.com delegate, we are entitled to cancel your travel arrangements. We do not send reminders of when payments are due.

When you receive your confirmation please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if the Ukrainian government official, Police, Guards or some supplier refuses entering the Chernobyl exclusion zone because the name(s) or other details shown in your passport differ from those you provided us when booking.

If anyone in your group has a particular medical condition or disabilities which may affect you or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), you must inform us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your tour develops after your booking has been confirmed.

### **2. Online Booking**

To use online booking, each of your group members (including yourself) will need to mark a box confirming they have read and understood these terms and conditions. By booking online the members of your party accept that you, their group leader, as the appointed individual leading the group. You have the authority and discretion to cancel a whole booking or part of it, effect a name change so that another individual may take another's tour place or amend any elements of the tour package. We will not correspond with any individual tourist with regards to the tour arrangements, nor will we accept or act on, requests or instructions regarding your group booking from anyone other than the group leader.

When you place a booking via our website, any details that you provide to us (including your name, passport number and date of birth) will be held and used in accordance with our Cookie policy set out below and will be encrypted using SSL (secure socket layer) technology. We will take all reasonable steps to safeguard transaction details, but you should acknowledge and agree that the use of internet booking can never be completely secure.

If you also receive our email marketing, we will tailor the information we send you unless you tell us not to. This means we may use information we hold and cookies to identify your individual web site search behavior and preferences. This will enable us to send you more personalized and relevant communications. You will be given the opportunity at every point of communication to opt-out of this personalization.

We collect information relating to customer trends and patterns and use cookies and software tools to measure site usage and related information. If you are making a purchase, we may also use cookies to keep track of the transaction from one web page to another.

Our website(s) may contain links to other sites not controlled by us. It is your responsibility to check the status of these sites.

### **3. Financial Guarantee**

In case you are not satisfied with our services or services of our subcontractors or partners, you are allowed to cancel the tour with a 100% cash back of your price for the tour. This applies only when you are travelling with CHERNOBYLwel.com for more than a one-day tour and report your dissatisfaction on DAY 1 of the tour by 18:00 local time (GWT+2 hours). In this case you will be immediately refunded and taken to the bus station in the city of Chernobyl or to the checkpoint Dytiatky. From this point, we do not take any responsibility for you or your belongings. You also have to organize your way back to Kiev or any other place at your own cost.

### **5. Bus Travel**

All buses are based and allocated on 18 or 20 seats per bus unless stated otherwise. The buses are not the property of CHERNOBYLwel.com and are rented from a reliable local subcontractor. We do not hold any responsibility for the buses and drivers. In addition, we are not responsible for any personal belongings as well as any health and material damages that can occur during the entering, driving or parking of the bus. This applies at all times during your Chernobyl trip. Any damages, claims and law suits have to be applied to the bus provider company.

Whilst we do everything we can to try and accommodate individual groups this is not always possible due to operational reasons. You may find that your group has requested to share your vehicle with another group and/or may be split up into different vehicles. In the unlikely event that a group is split up, we will try and ensure that the group is split up in the best possible way to avoid isolation.

### **6. Tour Cancellation**

Cancellations due to minimum numbers

The minimum number of persons on a tour is 5. In case there are less people on the tour, we are allowed to cancel the tour and offer an appropriate replacement (e.g. tour on another date, smaller tour, joining another tour company etc.).

Cancellations due to official restraint

In case we (or our partner in Kiev) are not able to get permission for you or any other member of the group tour or private tour, as well as if the Chernobyl zone management cancels the tour for any reason, or if the Ukrainian government closes the zone, or in the case of some natural disaster or emergency situation (war, riots etc.), we will be forced to cancel the tour. In case you have already paid a portion of the deposit, it will be returned to your account 100%. We are not obliged to cover any other costs you had while attending a tour that has been cancelled (air ticket, insurance etc.).

## **7. Rules of the tour**

When visiting the Chernobyl exclusion zone all persons shall be obliged to:

- Use clothes & shoes, maximally protect one's body, head, hands and feet;
- Comply with the radiation safety rules, health and safety regulations;
- Strictly comply with all instructions of the envoy officer;
- Move around only according to the prescribed routes;
- Follow the personal hygienic rules.

During the visit to the exclusion zone it is totally prohibited to:

- Enter inside buildings in the city of Pripyat;
- Carry any kind of weapons;
- Drink liquor or take drugs;
- Have a meal or smoke in the open air;
- Touch any structures or vegetation;
- Sit or place photo and video equipment on the ground;
- Take any items outside the zone;
- Violate dress code (open-type shoes, shorts, trousers, skirts);
- Bribe or trying to bribe the envoy officer;
- Stay in the zone without the officer, responsible for the envoy;
- Gather, use or bring from the exclusion zone or the zone of absolute (mandatory) resettlement any vegetables and cattle breeding products (vegetables, fruits, berries, mushrooms, plants, fish etc.), which were cultivated on the area of the exclusion zone and the zone of absolute (mandatory) resettlement, except specimens for scientific purposes;
- Bring in or take out any animals (dogs, cats, etc.) from the exclusion zone and the zone of absolute (mandatory) resettlement;
- Drink water from wells, rivers and any other open water sources. It is only allowed to use water from the Chernobyl water supply system or water from stores.

All instructions of the envoy officer shall be binding for visitors.

Photographing and filming on the designated route shall be subject to authorization of the envoy officer.

Leaving the exclusion zone and the zone of absolute (mandatory) resettlement it is necessary to:

- Pass compulsory radiation control of clothes, foot wear, personal items;
- Pass compulsory radiation control of transport.

If contamination exceeds the established control levels, personal clothes, foot wear, and items are subject to decontamination.

You have understood and sign the above stated rules and confirm that you do not have any medical contraindications.

In case you or any member of your group breaks the rules of behaving in the Chernobyl zone, we are allowed to cancel his participation in the tour with no refund at all. This person will then be transported either to Chernobyl bus station or Dytyatky checkpoint. From this point, we do not take any responsibility for you or your belongings. You also have to organize your way back to Kiev or any other place at your own cost.

When you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier.

## **8. Changing or cancelling booking arrangements**

Name Changes:

You can change your details or you can cancel the booking (and assign a replacement for you or any other person in your group) up to 14 days prior to the tour. In this case you are obliged to notify us via email or phone. In case you change your details later than 14 days prior to the tour, we are not obliged to provide you with the full services – as you might not be allowed to enter the Chernobyl exclusion zone. In case you cancel the tour later than 14 days prior to the tour, we have the right to keep the deposit (if it was paid), ask you to pay the 100% deposit if you book another tour with us (in the future), and we are not obliged to

In case you want to change the date of the tour, we might charge you 20 €/person for a processing fee.

## **9. Our liability**

Our obligations, and those of our suppliers providing any service or facility included in your tour, are to take reasonable skill and care in arranging for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claims. Standards of safety, hygiene and quality vary in the Chernobyl exclusion zone. Sometimes these standards will be lower than those which would be expected. The suppliers of the services and facilities included in your tour should comply with local standards where they are provided.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of twice the price you paid for the Chernobyl tour. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the company that provide the transportation for you in the Ukraine.

We shall have no liability where the cause of the failure to provide, or failure in, your tour or any death or personal injury you may suffer is not due to any fault on our part or that of our agents. As well as due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities. Our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).

If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any

such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased your claim should be directed to the activity provider and not to us.

We will not take any responsibility for any individuals or groups belongings whilst on buses or in resorts. It is the responsibility of the individual to ensure their luggage is loaded onto the buses and that valuables are kept safe at all times. We do not accept any responsibility for lost luggage.

## **10. Complaints process**

If your group experiences a problem during your tour or holiday, please inform the guide and our representative immediately so they can endeavor to put things right. If your complaint is not resolved locally, you should follow it up within 10 days of your return home by writing to [dominik@chernobylwel.com](mailto:dominik@chernobylwel.com) giving all other relevant information. Please keep your email concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days.

## **11. Details of insurance**

Adequate and valid travel insurance is mandatory for all clients while on one of our tours. Besides that you are strongly advised to insure yourself against any possible risk that may occur during your travel to the Ukraine as well as for your whole stay in Kiev.

## **12. Visa, Health, Passport, Travel documentation**

It is your responsibility to ensure that you have the correct passport and visas to gain access to the Ukraine. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund your deposit (if paid). Also, you are obliged to carry your passport in the Chernobyl zone at all times.

We are able to advise you on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice of the latest health requirements, recommendations for your destination and any costs at least two months prior to travelling. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund your deposit (if paid). Clients with existing serious medical problems and pregnant women should not visit the Chernobyl exclusion zone.

## **13. Privacy Policy**

This refers to a combination of information such as your name, contact details, passport numbers and date of birth, including any information about other persons on your booking. Your information is collected when you request information from us, contact us (and vice versa), request an e-book on our website or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we can to keep it current, accurate and complete.

### **Our Use of Your Information**

For the purpose of providing you with our services, issuing permission to enter the Chernobyl exclusion zone etc., we may disclose and process your information outside the EU. In order for you to travel to the Ukraine, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to

disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine as appropriate.

### **Direct Marketing Material**

From time to time we may contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our holiday divisions and our group companies. Our websites will assume you agree to e-communications when you make a booking. We will tailor the information we send you unless you tell us not to. This will enable us to send you more personalized and relevant communications. You will be given the opportunity at every point of communication to opt-out of this personalization. Your details will not be given to a third party for marketing or any other commercial purposes.

We may also contact you on some special day (Birthday, Christmas, Valentine's Day, etc.) with some special personalized offer for you. You may indicate your preference regarding receiving third party direct marketing material.

If you do not wish to receive such information or would like to change your preference, you can cancel them anytime. You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our "unsubscribe email" or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

### **14. Special Requests**

We will consider special requests such as vegetarian meals, high or low floor preferences in the accommodation, when you book. We will tell you whether there is a charge for the request. All such requests should be requested by you at least 14 days prior to the tour.

### **15. Law & Jurisdiction**

If you booked your tour in any country, this contract, and any other claim or dispute arising from or related to this contract, will be governed by Slovak law (which applies to the general EU law) and the courts of Slovakia shall have exclusive jurisdiction over any claim arising out of it.