

Terms & Conditions of Booking



Upon registration for a Hillstar Nature LLC tour (henceforth Hillstar Nature), you (the guest and/or participant) agree to be bound by these terms of service, and all applicable laws and regulations, and you agree that you are responsible for compliance with these laws and regulations. As a guest, for a registration to be accepted, you agree to review, understand, sign and agree to the Hillstar Nature Terms and Conditions of Booking, Responsibilities, and Assumption of Risk. Each guest is responsible for meeting and maintaining all the legal requirements for the destinations visited on the tour, and for possessing and meeting all required documentation for travel.

TOUR REGISTRATION

To secure a place on a Hillstar Nature Tour or event, registration is required. Tour registration encompasses a deposit and final tour payment for the purchase of an available space on a tour, and also reading and acceptance of the contents and documents associated with the tour, and the completion and signing of a tour registration and release form, either on online or via the mail/courier service.

Tour registration is your agreement with Hillstar Nature's Terms and Conditions, Responsibilities and Assumption of Risk, as well as the Cancellation Policies described herein. For any tours or events offered in partnership with other companies, note that their Terms and Conditions and deposit requirements apply as well. Note that Hillstar Nature's tour service commences upon registration and includes pre-tour preparation and administration services, so if a guest makes a cancellation prior to final payment, Hillstar Nature retains some portion of the payment. Review the tour itinerary and see the tour price information for what is included or excluded in tour costs, for information on when final payment is due, and to see cancellation policy specific to that tour. Otherwise, the cancellation policy is noted below.

Hillstar Nature reserves the right to cancel any tour prior to departure. Hillstar Nature reserves the right to change hotels as needed, to alter the tour itinerary, and to substitute a tour's guide(s)/leader(s) on any tour. Hillstar Nature reserves the right to adjust a tour's price prior to departure, including for when exchange rates change significantly or if tariffs or other costs are imposed that alter the finances of the tour's operation. Hillstar Nature, in its sole discretion, reserves the right to refuse service, and/or to decline any participant's registration form, or to refuse to allow any tour guest/participant to participate in a tour.

CANCELLATION POLICY

If a guest/participant cancels registration:

- 120 days or more prior to the start of the tour, a refund is issued minus a \$500/person processing fee.
- Between 119 and 90 days prior to the start of the tour, half of the tour fee will be returned to the registrant.
- 89 days or less prior to departure, no refund of payments or deposits are issued.

PAYMENTS

Tour Fee (or tour price) and deposit amounts are noted on the tour page and the booking (a.k.a. Book Now) page. Deposits are due at the time of registration and may be paid by check, credit card. Full payment of the balance of the tour cost is due 120 days prior to departure.

Make checks payable to *Hillstar Nature LLC*, and send them to:

Hillstar Nature
Attn: George Armistead
8225 Germantown Ave.
P.O. Box 4305
Philadelphia, PA 19118

Credit card payments of the tour deposit may be made via the Hillstar Nature website via WeTravel, using credit card or by means of a bank transfer. Electronic Payments may be possible, including using Zelle, or via bank transfers or wire transfers provided guest/participant assumes any bank charges associated with said transfer. For some tours, we only accept checks or ACH payments for final tour payment.

ROOMING

Prices are set based on double occupancy at all hotels. If a guest requests a single solo room to themselves, then the guest must pay the single supplement to secure that room. Please confirm this with Hillstar Nature upon registration. Some destinations have limited or no single rooms available. If you state that you are willing to share a room with a same gender roommate, Hillstar Nature will try and find a suitable roommate, but if one is not found the guest is then responsible for the single supplement. This is then due at final tour payment, 120 days prior to departure.

TRAVEL INSURANCE

Hillstar Nature strongly recommends all guests purchase travel insurance that covers Trip Cancellation, Trip Curtailment, Trip Interruption, and Emergency Medical and Medical Evacuation. Participants should review coverage details carefully to fully understand the limitations on coverage. Hillstar Nature will not accept liability for any insurance costs if a tour is canceled. Check when the coverage becomes non-refundable and if you have a pre-existing condition, you may need to purchase insurance within 2 weeks or less of registration in order to receive coverage. Generally, it is best to have travel insurance by the time (or when) final payment is due 120 days out from departure. Hillstar Nature is not responsible for losses incurred due to insurance costs, government actions or restrictions, or due to airline cancellations or delays, or penalties incurred by the purchase of non-refundable airline tickets, or any other expenses incurred by registrants preparing for a tour.

TRAVEL DOCUMENTS

It is the responsibility of the guest/participant to ensure they have a valid passport and where necessary, a visa, proof of Yellow Fever vaccine, or any other required health certificate. If a visa is required then the guest must procure their own visa. Generally a passport should be valid for six months after the end date of a tour. Hillstar Nature accepts no responsibility for expenses incurred involving a failure to comply with standards for immigration, or for vaccinations and other health regulations. Visit the Center for Disease Control website for information on travel and consult with a doctor well prior to traveling.

PARTICIPANT/GUEST RESPONSIBILITY

Participation in Hillstar Nature LLC tours and activities is at your own risk. Tour guests/participants are advised to assess their own health prior to a tour to be sure they are not bringing a contagious illness to the group, including COVID-19.

Guests must be able to comport themselves in a way conducive to group travel, including by abiding local laws and customs, being respectful of fellow travelers and hosts, respecting the rules and guidelines set forth by tour leaders, being respectful of the wildlife, environmental and cultural areas visited, and being sensitive about how their own behavior affects individuals with whom they interact during the tour.

Participants should be certain to choose a tour that is suitable to their fitness level and interests, and should be reasonably healthy and able to participate in most tour activities, including being on foot or walking, sometimes hiking for several hours each day. Please contact Hillstar Nature if you have questions about pace or any other pre-tour concerns.

Guests must also recognize and accept that this Hillstar Nature tour visits areas where wild animals might be encountered, some of which could be dangerous or venomous, and that neither Hillstar Nature nor its operators or agents have any control or responsibility over the wildlife.

Hillstar Nature reserves the right to remove any guest/tour participant at any point during a tour. Causes for removal of a guest/participant from a tour can include but are not limited to, illness, injury, for need of medical attention, for an inability to meet the physical requirements of the tour, or for social reasons that include personality conflicts or disruptive behavior. (See Code of Conduct below). A guest may also leave a tour at any time for reasons of their choosing. Once a guest/tour participant is informed they cannot continue on the tour, removed or leaves a tour, they are responsible for any expenses associated with their removal or departure from the tour. These include but are not limited to, accommodation, transportation, airfare and food, and Hillstar Nature holds no responsibility to the guest, or obligation to refund or reimburse the removed or departed participants, including for any previously paid tour fees, payments or deposits by the participant(s).

CODE OF CONDUCT

Hillstar Nature aims to provide a travel environment in which all participants feel safe and are treated with respect. In order to create this, all guests/trip registrants are expected to maintain appropriate standards of behavior by refraining from conduct that may be (or perceived to be) harmful to themselves, other participants, Hillstar Nature staff and/or other third parties. Conduct that Hillstar Nature deems inappropriate includes, but is not limited to:

- Harassment, including unwelcome or offensive verbal abuse, or physical contact directed at any staff member, guest, contractor, or other individual, including conduct or comments that a person would reasonably find offensive.
- Deliberate intimidation, stalking, inappropriate photography or unwelcome recording of another on the tour.
- Sustained or regular disruption at meals, in the field, or at other times during tour travel.
- Use of epithets, derogatory commentary, slurs or unwanted sexual comments, advances, or invitations.
- Use of inappropriate or vulgar illustrations or gestures.
- Any physical conduct including assault, unwanted touching, or inhibiting of another guest's or staff's normal movement patterns.

- Threats or demands, including warnings of physical harm or demands to submit to requests for sexual favors in order to keep one's job, advance in position, or to avoid loss or offers of job benefits.
- Retaliation, revenge, or retribution for having reported or threatening to report harassment.
- Failure, refusal or inability to follow instructions of the tour's staff, including the guide conducting the tour.

Hillstar Nature in its sole discretion, will determine the nature of guest/registrant conduct and if it requires corrective measures, or if a guest/registrant is in breach of the code of conduct. Consider too that conduct acceptable to one person may be offensive to another. Hillstar Nature will not tolerate unwelcome jokes, comments, gestures, or other expressions, however intended. Corrective actions may be taken including a verbal warning, expulsion from the tour with no refund of the tour fee, and/or barring from any future travel with Hillstar Nature. If a guest believes that they are in being subjected to inappropriate behavior as outlined above, then they should alert the guide and/or contact the Hillstar Nature staff. If someone is in immediate danger, then contact the hotel security or local law enforcement.

DISCLAIMER/RESPONSIBILITY STATEMENT

Hillstar Nature LLC acts only as an agent for the various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services connected with this tour. Such services are subject to the terms and conditions of those suppliers. Hillstar Nature LLC and their respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default of any company or person in performing these services. Responsibility is not accepted for losses, injury, damages or expenses of any kind due to sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. Hillstar Nature LLC is not responsible for any baggage or personal effects of any individual participating in the tours / trips arranged by Hillstar Nature LLC. Individual travelers are responsible for purchasing a travel insurance, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects.

Registration for and participation in a Hillstar Nature tour (or event) is voluntary and with the understanding that the tour is subject to risks including, natural disasters, inclement weather, terrorism, quarantine, wildlife, social and political upheaval and unrest, or other causes, including transportation delays and dangers associated with roads, trails, or walkways, and/or involving vehicles, including boats, planes, cars, buses, trucks, tractors, taxis, or other modes of transport. All guests/tour participants accept these and all other risks inherent with travel, known and unknown, including acts of god, and those related to swimming, snorkeling, bird-watching, nature walks, hiking, or to the use equipment for viewing or photographing nature and wildlife subjects, hiking, or backpacking. Luggage, baggage and possessions are carried at the participant's risk entirely. Guests/participants are aware that illness and accidents can occur anywhere, including in remote locations with limited communication or health services or facilities, and guests/participants accept the risk of disease and/or injury while traveling for or with this tour. Guests/participants must attest that they are in good health and capable of participating on all tour activities, and disclose important health issues in writing prior to the tour.

ASSUMPTION OF RISK/ LIABILITY WAIVER

The guest must acknowledge that this hold harmless clause is a prerequisite to taking part in any tour or events sponsored by Hillstar Nature.

In consideration of, and with the payment of the tour deposit with intention to participate in such trip or tour and/or in other activities and services conducted or arranged by Hillstar Nature LLC, its owners, agents, employees, and affiliated companies (collectively, Hillstar Nature), the guest/participant must agree that neither Hillstar Nature, nor any of their representatives shall be liable for any accident, injury, property damage, or personal loss in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond Hillstar Nature's control. The client must waive any and all claims for liability against Hillstar Nature or any of their officers or representatives as a result of their participation in this tour, and agree to indemnify and hold harmless from any and all liability to the undersigned, his/her/their personal representatives, heirs, assigns, and next of kin, for any and all losses, damages or injuries or any claim or demand on account of injury to the person or property of the undersigned.

Name _____

Signature: _____

Date _____

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Philadelphia, PA 19118

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484-393-2643