



operated by Vanilla Sky 

## General Terms and Conditions

Vanilla Sky is the tour operator while Mesopotamia e.U. (owner of the brand Eastwolf) is responsible for the organization of the heliski event. The mutual rights and obligations of the parties of the contract are laid down by these General Terms and Conditions except when otherwise stipulated in written form. Regarding travel arrangements offered by other companies (airlines, travel insurance company) their specific General Terms and Conditions apply.

**1. Conclusion of the contract.** The contract takes effect when your written application is answered by a booking confirmation after the receipt of your down-payment. From that moment the rights and obligations originating from the contract (including these General Terms and Conditions) take effect.

**1.1. Application.** The number of participants per week is limited. Therefore we recommend an early application.

**2. Terms of payment.** After receiving and acceptance of your application you will get a booking confirmation and an invoice. With your booking you commit yourself to make a down-payment of 35% of the price of the package. The remaining amount must be settled not later than 100 days before your departure. The payment should be done by bank transfer. Possible expenses in case of a bank transfer from foreign countries to Austria must be paid by the originator.

In order to answer booking requests on time and to enable us to schedule properly it is beyond our means to guarantee applications without receipt of the down-payment without a limit. Therefore if the booking office does not receive the down-payment (35%) within two weeks after the application, we act on the assumption of a cancellation of your side and will give your reserved place to other interested parties. This also applies if the remaining amount has not been settled 100 days before your departure.

**2.1 Short term reservations.** When you make your reservation less than 100 days before departure, the total amount must be paid immediately after having received the booking confirmation and the invoice. Until receipt of payment the places will not be reserved for you.

**3. Prices, modifications.** The published prices are meant per person in Euro, based upon accommodation in a double room. For a single room, a supplement of 560 Euro has to be paid. In certain exceptional cases the price agreed upon may be modified. Increases in price may take place due an increase in the transport cost (including fuel cost), due to introduction or increase of taxes or official charges, or due to modifications of the exchange rates. If it is necessary to change the agreed price due to the reasons mentioned above you will be informed about this modification not later than 3 weeks before departure. If the price increase is more than 10% you have the right to step back from the contract without any further costs within 7 days after the announcement. In this case you will get back all your payments immediately with no-interest.

**4. Cancellation.** A cancellation must be in written form and via registered letter. Every participant is obliged to have a cancellation and travel insurance. Possible administrative charges are not taken over by this insurance.

**4.1 Cancellation until 100 days before departure.** Until 100 days before departure you will get your down-payment back if your place can be sold otherwise. In case of reimbursement of the down-payment administrative charges of 150 Euro will be retained.

**4.2 Cancellation within 100 days before departure.** In case of short-term cancellations the following fees in percent of the travel price will be valid:

- 100 - 31 days before departure 50 %
- 30 - 06 days before departure 80 %



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- 05 - 00 days before departure 100 %

Reference date is the day of receipt of your written cancellation (registered mail). In case of late arrival for departure or missing of the necessary travel documents no refund will take place.

Should you have to cancel the Heliski program you may propose a person who will take your place and the payments will be credited to his account (except flight). This person must accept the contract under the stipulated conditions. In this case administrative charges of 150 Euro will be retained.

**4.3 Cancellation in case of PRIVATE groups.** If a participant of a PRIVATE group is not able to participate on the Heliski program there is the possibility to nominate an alternate person who will enter into the contract and the already paid amount (or down-payment) will be allocated to the credits of the alternate person. In this case the original participant has to pay administrative charges of 150 Euro. If no alternate person is nominated the prices and conditions stipulated in the service description for the new and actual group size will be valid.

In case of cancellation of the entire PRIVATE group more than 100 days before departure you will get your down-payment only back if the specific week can be sold otherwise. In case of reimbursement of the down-payment administrative charges of 150 Euro will be retained.

In case of short-term cancellations the following fees in percent of the travel price will be valid per person:

- 100 - 31 days before departure 50 %
- 30 - 06 days before departure 80 %
- 05 - 00 days before departure 100 %

Reference date is the day of receipt of your written cancellation (registered mail). In case of late arrival for departure or missing of the necessary travel documents no refund will take place.

**5. Flight booking.** Individual flight bookings by the participant do not fall under the responsibility of the organizer.

**6. Cancellation by the organizer.** If a booked program will be cancelled before departure due to a non foreseeable failure of helicopter, due to security problems of any kind or because the minimum number of participants of 12 persons per week (except private package) has not been achieved or the maximum number of participants has been reached, a rebooking for a program of equivalent quality and standards at the same place and same time will be made. Should this not be possible the travel participant is entitled to receive back all payments with no-interest. In case the travel participant declines the before mentioned rebooking, the travel participant is entitled to receive back all payments with no-interest, less administrative charges of 150 Euro. Further claims are excluded. Individual flight bookings will not be refunded.

**7. Early return of journey.** When a travel participant is forced to terminate the booked program ahead of time, the services not used can not be. Possible additional travel costs must be paid by the participant. A journey brake off due to force majeure (natural catastrophes, epidemics, etc.), the political situation, security problems to keep participants save the participant is entitled to receive back all payments of unused services of the booked Heliski package.

**8. Insurances.** The package price does not include insurances. It is within your responsibility to insure yourself against possible risks and to check if the insurance coverage is guaranteed worldwide. A travel and cancellation insurance is mandatory and is highly recommended in your own interest.

**9. Risk disclosure.** Each participant receives together with the offer an information sheet about the risks of



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Heliskiing. This risk disclosure statement must be signed and submitted to together with the application.

**10. Complaints.** Complaints shall be reported immediately to the tour guide on the spot. The tour guide will do his best to solve all problems promptly and to remedy possible. Justifiable claims for compensation must be reported in written form not later than 20 days after returning from the travel.

**11. Program modifications.** The organizer reserves the right to modify, in your favor also, the program or specific services (e.g. transportation, Heliski operator) when unexpected circumstances and/or the situation in the country of destination make it necessary. You will be informed immediately in case of modifications prior to the departure.

**12. Failure of helicopter flight operations.** Should the flight operation fail due to bad weather conditions, technical problems, fuel supply, etc. and should the guaranteed helicopter flight hours therefore not be achieved the participant shall be entitled to a refund of all open guaranteed ski meters. Further claims are excluded (e.g. in the case that participants decide to return back to the hotel earlier than necessary or to not fly on a day or if a participant has been excluded from Heliskiing by the guide due to security reasons).

**13. Passport, visa, vaccinations, customs.** Please inform yourself about the current entry requirements at the Georgian embassy/consulate in your country or at your Foreign Ministry.

**14. Place of jurisdiction.** Place of jurisdiction is Tbilisi, Georgia.

**15. General.** All included services are specified in the service description (on the homepage [www.eastwolf.at](http://www.eastwolf.at) and in the info folder).

This document is a translation from the original German version. In case of errors within this text due to translation the original German version is legally binding.

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