



Chinabirdingtours

南京灿途旅游服务有限公司

License Number: L-JS-102613

Email: info@chinabirdingtours.com

Terms and Conditions

The Terms and Conditions set out below constitute the contractual basis between ChinaBirdingTours (registered as Nanjing Cantu Travel Service Co.,Ltd.) and our clients. It is critical that clients fully understand and accept these Terms and Conditions: payment of a deposit for any tour shall be deemed as your unconditional agreement to and acceptance of these terms.

Reservations

Tour reservations are confirmed upon our receipt of your deposit, following which you will be notified of the confirmed booking. Last-minute bookings are permitted, but we strongly recommend reviewing these Terms and Conditions prior to any reservation.

Payments

We accept payments in CNY, USD, GBP, EUR, or equivalent amounts in other currencies, via three methods:

1. Wire/Bank transfer;
2. PayPal
3. Cash on arrival

Deposit

A deposit of 10% of the total tour cost is required at the time of booking. Full payment of the remaining balance must be settled 90 days prior to the tour's departure (lump-sum full payment is also acceptable).

Note: We reserve the right to designate certain tours (based on seasonality, popularity, guide availability, etc.) for which the 10% deposit is non-refundable.

Cancellation

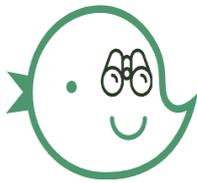
In the event of client-initiated cancellation, the following charges will apply:

- **More than 90 days before departure:** Forfeiture of the deposit paid for the tour
- **90 days or fewer before departure:** Forfeiture of 100% of the total tour cost

Right to Modify the Itinerary

ChinaBirdingTours reserves the right to adjust the tour itinerary (including but not limited to activity order, duration, or scenic spot substitutions) due to objective factors (e.g., road conditions, weather, local policy changes, or bird activity patterns). We will

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notify clients of such adjustments in a timely manner; no refunds or compensation will be provided for itinerary changes caused by non-controllable factors.

Tour includes/ excludes

Tour cost **includes**: Accommodation (as specified), ground transportation, guide services, and entry fees for agreed scenic spots/birding sites.

Tour cost **excludes**: Airfare/train tickets (unless specified), personal expenses (meals, tips, shopping), single-room supplements, travel insurance premiums, and additional costs arising from client-initiated changes or force majeure.

Room Sharing

Bookings are accepted on the understanding that:

If no roommate is available, you will accept single accommodation and pay the corresponding single-room supplement.

Smoking is prohibited in shared rooms if your roommate is a non-smoker.

Single accommodation cannot be guaranteed (especially for tours involving camping or guesthouses, where shared basic facilities are standard). Clients agree to share accommodations if single rooms are unavailable at any location.

Tipping

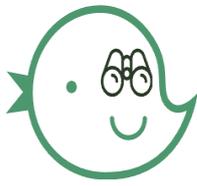
Tipping is common practice in China's travel industry, particularly for birding tours (which involve early-morning getting up and long-working hours). We recommend a daily tipping standard for guides and drivers; please consult us for details when booking.

Passport & Visa Requirements

It is your sole responsibility to ensure you hold a valid passport (with a minimum 6-month validity beyond the tour's end date) and any required visa. While China offers visa-free entry to many countries, please verify your eligibility: if a visa is required, we will provide an Invitation Letter to assist with your L-type visa application.

Client Health and Code of Conduct

Clients must ensure they are in good physical condition to participate in the tour (especially activities involving long hours hiking, steep mountain climbing, long time



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stay in high-altitude areas, or very remote-area travel). ChinaBirdingTours reserves the right to refuse service to clients whose health or behavior (e.g., violating local laws, endangering group safety, or disrupting tour order) may impact the tour's operation; no refunds will be issued in such cases.

Travel Insurance

All clients **must** purchase comprehensive travel insurance prior to the tour's commencement, covering at minimum: cancellation, accidents, medical evacuation, medical expenses, repatriation, and loss of personal effects.

Note: Most of our tours operate in underdeveloped or mountainous areas, where vehicle passenger liability insurance may be insufficient. It is therefore essential that your insurance provides adequate coverage for accidents. This coverage is also critical for rare cases where tour delays impact pre-booked international flights.

We strongly advise that insurance coverage commences upon booking confirmation, to cover cancellation charges arising from illness (yours or that of immediate family members) prior to the tour.

Complaints and Dispute Resolution

Clients must submit complaints related to the tour in writing within 7 days of tour completion; late submissions will not be processed. Disputes arising from this contract shall first be resolved through negotiation; if negotiation fails, they shall be submitted to the people's court in the place where ChinaBirdingTours is registered (Nanjing) for resolution.

Liability

ChinaBirdingTours (Nanjing Cantu Travel Service Co.Ltd.) shall not be liable for any injury, death, damage, financial loss, or property loss arising from tour participation. Clients are responsible for arranging their own health and travel insurance to cover unforeseen costs.

By participating in the tour, you agree to release, indemnify, and hold harmless ChinaBirdingTours, its agents, employees, shareholders, officers, directors, legal representatives, and contractors from all claims related to the tour.

ChinaBirdingTours acts **solely as an agent** for third-party travel providers (including bus, boat, and airline operators) and assumes no liability for injury, damage, loss, delay,



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or disruption caused by vehicle defects, provider actions/omissions, or bankruptcy.

ChinaBirdingTours accepts no responsibility for losses or additional expenses due to transport delays, illness, quarantine, weather, strikes, political unrest, acts of God, or other force majeure events: all such costs shall be borne by the client.

Release of Liability

I hereby confirm that I have read, understood, and accept these Terms and Conditions and the Cancellation Policy. I acknowledge that ChinaBirdingTours acts only as an agent for accommodation and service providers, and shall not be liable for delays, mishaps, expenses, injury, death, or property damage caused by natural disasters, detention, weather, quarantine, strikes, or civil unrest.

I recognize that ChinaBirdingTours reserves the right to modify itineraries, or substitute vessels, hotels, or transportation as necessary to ensure the tour's smooth operation.

I acknowledge that this tour involves inherent risks (including but not limited to boat travel, hiking on slippery/muddy/rocky terrain, remote-area accidents/illness with limited evacuation/medical access). I voluntarily participate with full awareness of these risks, and agree to assume all liability for injury, death, or loss arising from tour activities. I understand that such risks contribute to the adventure travel experience, which is the basis of my participation.

I hereby release ChinaBirdingTours, its owners, agents, employees, heirs, and contractors from all claims (including for negligence) related to bodily injury, death, or property loss during or after the tour. This release applies to all members of my family.

I confirm that I am over 18 years of age, that this is a legally binding contract, and that I sign it of my own free will. If any provision of this agreement is deemed void or unenforceable, the remaining provisions shall remain fully effective.

Contractual Agreement

Payment of a tour deposit constitutes the formation of a contract between you and ChinaBirdingTours (Nanjing Cantu Travel Service Co.Ltd.), under which you agree to abide by all Terms and Conditions listed on our website (<http://www.chinabirdingtours.com>). This contract is governed by Chinese law, and disputes shall be resolved exclusively by Chinese courts.

