

NIMMO BAY

TERMS AND CONDITIONS

Nimmo Bay Resort Ltd. (referred to in this document as **"Nimmo Bay", "us", "we", or "our"**), a company located at 1978 Broughton Blvd., Port McNeill, British Columbia, V0N 2R0 (the **"Property"**) will be pleased to provide you (referred to in this document as either **"you" or "your"**) and members of your party luxury accommodation and outdoors activities at the Property on the terms and conditions set out in this document.

Please read these Terms & Conditions carefully ("Terms"). These Terms (in their entirety) constitute a legally binding agreement between you and Nimmo Bay Resort Ltd. By making a Trip Reservation with Nimmo Bay you are agreeing, on behalf of yourself and all other individuals that you book for, to be bound by these Terms. You further agree that you are acting as an agent for such other individuals and these Terms shall apply to them.

PAYMENT POLICIES

DEPOSIT & FINAL BALANCE

You will provide us with a deposit of 35% (the **"Deposit"**) of the final booking price (the **"Final Booking Price"**) as listed on the booking confirmation from Nimmo Bay (the **"Booking Confirmation"**) in order to secure a trip reservation with Nimmo Bay (a **"Trip Reservation"**) immediately upon making the Trip Reservation. The balance of the Final Booking Price is due 90 days before the anticipated start date as listed on the Booking Confirmation (the **"Start Date"**).

Trips booked with 90 days of the Start Date are confirmed with full payment immediately at the time of the Trip Reservation.

PAYMENT TERMS & CONDITIONS

All prices listed in the Booking Confirmation and in this document are in Canadian dollars. We may accept payment from you in United States dollars (**"USD"**) at the currency conversion rate that we set at our discretion. If we agree to accept payment from you in USD, then you agree to pay us an additional currency conversion fee of 5% of the amount of such payment. We accept Canadian dollar payments in the form of bank transfers, and Flywire payments. We may accept USD payments in the form of wire transfers.

Interest will be charged at a rate of 5% monthly on overdue payments.

All guests must sign a waiver in order to participate in the Trip Reservation. Please review the Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement section below PRIOR TO BOOKING.

NIMMO BAY RESORT LTD.
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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT REQUIREMENT

All participants in the Trip Reservation must review and agree to Nimmo Bay's Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Waiver") as a condition of participating in the Trip Reservation (i.e. staying at Nimmo Bay Resort and participating in the related activities). If the Waiver is not completed, the individual will not be permitted to participate in the Trip Reservation.

This Waiver requirement applies to all guests who wish to participate in your Trip Reservation, including those who are added or substituted after the original booking.

By signing the Waiver, you will waive or give up certain legal rights, including the right to sue for negligence, breach of contract, or breach of the Occupiers Liability Act or claim compensation following an accident. The form of Waiver can be viewed [here](#).

You will not be eligible for a refund based on any failure or refusal to sign the Waiver.

PLEASE READ THE WAIVER CAREFULLY PRIOR TO BOOKING!

All guests, or their parent/legal guardian for guests under the age of 19, will be provided with a paper waiver upon arrival at Nimmo Bay resort and will be required to read and agree to the Waiver at that time.

If you are booking for other guests, it is your responsibility to notify them of this waiver requirement and provide them with a link to, or copy of, the Waiver for their review.

CANCELLATION POLICIES

RESERVATION CANCELLATION

By making a Trip Reservation, you accept and agree to the cancellation and no-show policy of Nimmo Bay. If you cancel a Trip Reservation fewer than 90 days in advance of the Start Date, the entire Final Booking Price will be non-refundable.

If you cancel a Trip Reservation more than 90 days in advance of the Start Date, the Deposit will be non-refundable, but Nimmo Bay will provide a voucher for the value of deposits paid to date, minus a \$500 per person cancellation fee. The voucher can be used as credit towards a future booking, does not expire and is transferable to another person or group. The voucher is non-refundable.

Nimmo Bay reserves the right to cancel or modify a Trip Reservation where it appears that you or a member of your party has engaged in fraudulent or inappropriate activity (as determined in the sole discretion of Nimmo Bay) or under other circumstances where it appears that the Final Booking Price or terms of a Trip Reservation contain or resulted from a mistake or error, however, caused.

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If you fail to pay Nimmo Bay as per the payment terms, Nimmo Bay has the right to cancel your Trip Reservation without prior notice and with no refunds or vouchers.

RESERVATION CANCELLATION: RESORT BUYOUTS

By making a Trip Reservation, you accept and agree to the cancellation and no-show policy of Nimmo Bay. If you cancel a Trip Reservation fewer than 120 days in advance of the Start Date, the entire Final Booking Price will be non-refundable.

If you cancel a Trip Reservation before 120 prior to the trip dates, a \$35,000 CAD cancellation fee will be retained by Nimmo Bay. The remaining balance of the deposit will be transferred to a voucher. The voucher can be used as credit towards a future booking, does not expire and is transferable to another person or group. The voucher has no cash value and is non-refundable.

Nimmo Bay reserves the right to cancel or modify a Trip Reservation where it appears that you or a member of your party has engaged in fraudulent or inappropriate activity (as determined in the sole discretion of Nimmo Bay) or under other circumstances where it appears that the Final Booking Price or terms of a Trip Reservation contain or resulted from a mistake or error, however, caused.

If you fail to pay Nimmo Bay as per the payment terms, Nimmo Bay has the right to cancel your Trip Reservation without prior notice and with no refunds or vouchers.

ENHANCEMENT CANCELLATION

If you cancel any of the activities or enhancements provided by Nimmo Bay (the **"Cancelled Enhancement"**) fewer than 90 days prior to the Start Date, Nimmo Bay will retain the full amount due for the Cancelled Enhancement (the **"Cancelled Enhancement Cost"**) as listed on the Booking Confirmation.

If you cancel the Cancelled Enhancement more than 90 days in advance of the Start Date the enhancement is non-refundable, but Nimmo Bay will provide a voucher for the value of deposits paid for the Cancelled Enhancement to date. The voucher can be used as credit towards the current or future booking, does not expire and is transferable to another person or group. The voucher is non-refundable.

Nimmo Bay will refund any refundable amounts to you within a reasonable amount of time after receiving the Cancelled Enhancement cancellation notice from you. Nimmo Bay reserves the right to set-off any refundable amounts to you against any amounts due and payable by you to Nimmo Bay.

Nimmo Bay reserves the right to cancel or modify an Enhancement where it appears that you or a member of your party has engaged in fraudulent or inappropriate activity (as determined in the sole discretion of Nimmo Bay) or under other circumstances where it appears that the Final Booking Price, the Enhancement Costs, or the terms of a Trip Reservation contain or resulted from a mistake or error, however, caused.

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TRAVEL INSURANCE

While Nimmo Bay makes every effort to exceed trip expectations, travel insurance can offer extra peace of mind in case of any unexpected or disappointing situations. Whether it's a medical emergency, illness, trip cancellation, government travel restrictions, travel delays, lost luggage, or changes or cancellations of trip activities (such as helicopter bookings) without refund due to weather, illness, or other causes, having coverage can help cover unexpected costs and non-refundable fees. We highly recommend you purchase travel insurance. Here is one [travel insurance](#) option. Please check the terms of your travel policy with your insurance provider to clarify details of coverage for your trip.

THIRD PARTY BOOKINGS

All reservations made by Nimmo Bay on your behalf with third party service providers, including helicopter, float plane and other air transportation providers, are subject to the service provider's terms and conditions. Any claim that you have against a third-party service provider for lack of or poor service is between you and that service provider.

In the event any transportation booked through us is late, delayed or cancelled, or you miss your connection for any reason, the associated costs are your responsibility. Nimmo Bay is not responsible for the costs of any delays, disruptions or missed transportation, or for missed days of your trip, for any reason. Third party services are non-refundable as per our Cancellation and Refund Policy unless the service provider provides a refund under their policy, in which case the refund less a 15% administration fee will be passed along to you. Transportation can be delayed and unpredictable for factors beyond anyone's control. We highly recommend you purchase travel insurance.

ACCOMMODATION POLICIES

MINORS

Nimmo Bay is an all-ages resort, and as such, welcomes guests who are under 19 years old (a "Minor"). If your group includes any Minors, then it is your sole responsibility to monitor and supervise the Minor at all times and to obey the instructions of Nimmo Bay staff in respect of yourself and the Minor at all times. You agree to cause any Minor under the age of 7 to wear a life jacket provided by Nimmo Bay at all times while on the docks located on the Property. The foregoing does not apply when a Minor is in the care of a nanny booked through Nimmo Bay or when a Minor is attending Kids in the Wild enhancement, or similar, Nimmo Bay enhancement without their parents present.

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Nimmo Bay does not condone the use of alcohol or cannabis by a Minor. By making a Trip Reservation, the Guest acknowledges that they have been advised that the legal consumption age in British Columbia is 19 and, in consideration of Nimmo Bay accepting the Trip Reservation, hereby waives any and all claims that the Guest have or may in the future have against Nimmo Bay in relation to the consumption of alcohol or cannabis by a Minor on or near the Property, to release Nimmo Bay from any and all liability for any loss, damage, expense or injury, including death, that the Guest or the Guest's next of kin may suffer, as a result of consumption of alcohol or cannabis by a Minor on or near the Property, and to indemnify and save harmless Nimmo Bay from any claims against or losses suffered by Nimmo Bay or any of its directors, officers, employees, agents and affiliates arising from or in any way connected with the consumption of alcohol or cannabis by a Minor from such Guest's group.

PREGNANCY POLICY

Activities at Nimmo Bay can be strenuous and may not be recommended for individuals who are pregnant. It is the responsibility of a pregnant guest to consult with their qualified physician to determine what activities it is safe for them to participate in and what activities they should not participate in. It is the sole responsibility of a pregnant guest to determine what activities are appropriate for them.

DRUG & ALCOHOL & SMOKING POLICY

For the safety and enjoyment of all guests, the following rules apply at Nimmo Bay:

1. Outside alcohol (other than wine) is not permitted in licensed areas;
2. The legal age for alcohol and cannabis consumption in BC is 19 years of age;
3. The use, possession and distribution of Illegal drugs or substances is strictly prohibited on the premises;
4. Smoking is only permitted in designated outdoor areas. Smoking is prohibited inside or near any building structure. Please dispose of butts properly to avoid a fire hazard and to maintain the cleanliness and integrity of the environment ;
5. Alcohol and cannabis are to be used in a responsible manner that does not interfere with the enjoyment or safety of others; and
6. Participating in activities organized by Nimmo Bay while under the influence of drugs or alcohol is strictly prohibited. You acknowledge and agree that whenever participating in an activity organized by Nimmo Bay, neither you nor members of your party will be impaired by any substance, including, but not limited to, alcohol, cannabis, illegal drugs and other controlled substances. Nimmo Bay reserves the right to deny participation by anyone that appears to be in contravention of this policy.

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GENERAL POLICIES

LUGGAGE

Due to limited storage space on transporting aircraft to and from the Property, the maximum weight of your luggage and the luggage of each member of your party, respectively, is 35 pounds. The luggage weight is per person and cannot be shared between guests. If you or a member of your party requires extra luggage weight, you must inform Nimmo Bay in writing of such a requirement at least 14 days prior to the Start Date of your trip. We reserve the right in our sole discretion to refuse to accommodate any requests for additional luggage weight.

DRONE USE

Due to considerations in relation to high volume of air traffic, guest privacy, and sensitive wildlife habitat on the Property, Nimmo Bay, prohibits the use of all drones, or similar technology, at the lodge located on the Property. You agree that neither you nor any member of your party will use a drone or similar technology on or near the Property.

RESPECTFUL ENVIRONMENT POLICY

We are committed to providing a welcoming, safe, and respectful environment for both our guests and our staff. To ensure everyone has a positive experience, we kindly ask that all guests treat our team members with kindness, courtesy, dignity and respect at all times. We believe in creating a friendly atmosphere, free of verbal abuse, discriminatory comments, physical intimidation, or any form of harassment, where all individuals can feel valued and comfortable.

If any guest's behavior is disruptive or inappropriate, or if it makes our staff or other guests feel unsafe or uncomfortable, we may need to address the situation. In such cases, we reserve the right to ask the guest to leave the premises without a refund.

We appreciate your cooperation in helping us maintain a respectful and enjoyable experience for everyone!

GRATUITY

Gratuity is not included in the Final Booking Price. At the end of the trip, you will have the opportunity to leave a gratuity for the staff at Nimmo Bay. On average, a guest will typically leave 15-18% of the pre-tax booking costs as indicated on the Booking Confirmation.

FORCE MAJEURE

Nimmo Bay shall not be liable for delays or failure in the performance of any obligation under this Trip Reservation that is caused by an act or occurrence beyond its reasonable control, including but

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not limited to Acts of God, fire, floods, earthquakes, global pandemics or regional epidemics, government travel restrictions or requirements, war, civil disturbance, blockades, labour disputes, extreme weather conditions, or cancellations or lack of service by a third party service provider (a "Force Majeure Event"). If a force majeure event occurs, Nimmo Bay's performance of the affected obligations shall be excused for the period of delay resulting from the force majeure event without any liability on the part of Nimmo Bay.

LIMITATION OF LIABILITY REGARDING TRIP RESERVATION

Nimmo Bay's Release of Liability, Waivers of Claims, Assumption of Risk and Indemnity Agreement (the "Release Agreement") signed by all guests takes precedents over these Terms & Conditions, including the limitation of liability set out below. In the event the Release Agreement does not apply to a particular claim arising out of the Trip Reservation, the following shall apply:

Our liability, for any and all causes arising out of this Trip Reservation, whether based in contract, tort, negligence, strict liability, or otherwise will, in the aggregate, not exceed the actual fees paid by you to us pursuant to the Trip Reservation. In no event will we be liable for incidental, consequential, punitive, indirect, or special damages, including, without limitation, any interruption or loss of business, profit, or goodwill. As a condition for recovery of any liability, you must assert any claim against us within three months after discovery or 60 days after the termination of the Trip Reservation, whichever is earlier.

GOVERNING LAW & JURISDICTION

The Trip Reservation and all disputes and controversies relating to or arising out of the Trip Reservation and these Terms & Conditions and any injury, loss or damage suffered by a guest while participating in a Trip Reservation are governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without any reference to conflicts of law rules. By making a Trip Reservation, you irrevocably attorn and submit to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waive objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

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