

Absolute Adventure Terms and Conditions: Educational Institutions

The activities described are operated by Musandam Mountain Adventure Tourism of PO Box 96, post code 800, Dibba, Oman. Musandam Mountain Adventure Tourism is the Oman licensee of Absolute Adventure Limited. All publicity and promotion of adventure activities is done under the brand name 'Absolute Adventure'. "You" and "your" found herein indicate the institution: SCHOOL NAME HERE. "Student" and "students" are defined as students of the named institution, staff, faculty, and adult leaders who are in attendance.

It is essential that you carefully read and understand these Booking Conditions which contain important information. They constitute the contract between you & Musandam Mountain Adventure Tourism for the services provided by Musandam Mountain Adventure Tourism and set out the basis of your legal relationship with Musandam Mountain Adventure Tourism. By booking with us you acknowledge that you have read and understood and that you agree to be bound by these Booking Conditions.

1) Prices and validity

Prices are based on costs and exchange rates applicable when this information was printed. Musandam Mountain Adventure Tourism reserves the right to adjust prices until you have made full payment for your experience. Dates, prices and itineraries are indicative only and subject to change. Insurance, gratuities to leaders and guides and any items of a personal nature are not included in your price.

2) Your experience

Musandam Mountain Adventure Tourism operates activities in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you would normally expect. Please bear this in mind when making your booking. All our activities, but especially those visiting remote or unstable regions, or regions with dangerous wildlife, involve a risk of injury and or death, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. By booking with us you agree to assume all risks associated with the activities to the maximum extent permitted by law.

When assessing whether activities will operate Musandam Mountain Adventure Tourism uses information from its local office in conjunction with advice from local government or commercial sources. It is your responsibility to acquaint yourself with the advice given. By booking with us you acknowledge your decision to take part in our activities is made after due consideration of relevant information that may be made available at any time and you agree to assume the risks associated with the activities.

3) Disclaimer

Where Musandam Mountain Adventure Tourism provides services it will do so with due care and skill. Musandam Mountain Adventure Tourism is not responsible for the acts and omissions of others, including guides, transport and accommodation providers or for any loss, damage or expense (including loss of money paid in advance) which you may incur as a consequence of the acts and omissions of others.

You warrant that you have not relied on any representation made by Musandam Mountain Adventure Tourism which has not been stated expressly in these conditions.

Musandam Mountain Adventure Tourism will not accept responsibility or liability for any client who contravenes any law or regulation of any area visited. Any independent arrangements that you make that are not part of the Musandam Mountain Adventure Tourism experience are entirely at your own risk. Musandam Mountain Adventure Tourism does not accept liability for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with this contract or in respect of a failure or omission on the part of Musandam Mountain Adventure Tourism to comply with its obligations under this contract.

Exception to Disclaimer

This disclaimer set out in these booking conditions does not attempt or purport to exclude, restrict or modify liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

4) Cancellation by Musandam Mountain Adventure Tourism

Musandam Mountain Adventure Tourism reserves the right to cancel activities and will advise you of such cancellations. In this case Musandam Mountain Adventure Tourism will offer you alternative arrangements and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to Musandam Mountain Adventure Tourism, less any unrecoverable costs incurred by Musandam Mountain Adventure Tourism, but we will not be liable under any circumstances whatsoever for any claims made by you for any additional costs incurred by you.

Musandam Mountain Adventure Tourism will not be liable for any delay in, change to or cancellation of any activities or experiences due to Force Majeure. Force Majeure means a circumstance beyond the reasonable control of Musandam Mountain Adventure Tourism and includes but is not limited to war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes. If Musandam Mountain Adventure Tourism does cancel a booking as a result of Force Majeure, or government advice, Musandam Mountain Adventure Tourism will offer you alternative arrangements and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to Musandam Mountain Adventure Tourism less any unrecoverable costs. Musandam Mountain Adventure Tourism will not be liable for any additional costs incurred by you.

5) Cancellation by you

If you wish to cancel all or any part of your booking notification of cancellation must be made to Musandam Mountain Adventure Tourism in writing. The date when written confirmation of cancellation is received by Musandam Mountain Adventure Tourism will determine the charges applicable. Loss of money paid is as follows (unless agreed otherwise in writing):

Between 28 and 11 days - Loss of 50% of total booking cost

10 days or less - Loss of 100% of total booking cost

If you do not pay the total booking cost within 28 days of the experience your booking may be terminated. Additional Musandam Mountain Adventure Tourism cancellation penalties may apply. No refunds will be made if you leave an activity or experience for any reason after the activity or experience has begun.

6) Booking amendments

If you need to change your booking or any part of your booking before the start of your experience we reserve the right to charge a transfer fee to cover administration costs. You will be informed of any such fee. Any transfer fee must be paid prior to the commencement of the amended booking.

7) Changes to your experience

Changes may occur because of Force Majeure, poor road conditions, weather, availability of land or sea transport, vehicle breakdowns, or other circumstances beyond Musandam Mountain Adventure Tourism's control. You accept that such changes may occur.

Where changes occur we will, where practical, advise you or your travel agent of such changes. Musandam Mountain Adventure Tourism does not accept any responsibility for loss of enjoyment, delays or compensation resulting from changes due to Force Majeure or any reasons beyond Musandam Mountain Adventure Tourism's control.

8) Authority of the leader

During all activities the decision of the Musandam Mountain Adventure Tourism leader, guide or representative will be final on all matters likely to affect the safety and well-being of the experience or activity. You must, at all times, strictly comply with the stated Absolute Adventure Rules, laws, customs, foreign exchange and drug regulations of all places visited. Should you fail to comply with the above, or should you interfere with the well being of the group then the trip leader, guide or company representative reserves the right to order you to leave the experience or activity immediately with no right of refund.

9) Safety

During water activities such as kayaking, dhow or pleasure boat rides lifejackets must be worn at all times. During cycling activities helmets must be worn at all times. During rock climbing or abseiling activities helmets and harnesses must be worn at all times. Musandam Mountain Adventure Tourism supply clients with suitable protective gear however clients can choose to wear their own safety equipment as long as it meets international safety standards. Musandam Mountain Adventure Tourism and its service providers take no responsibility for clients failing to wear the required safety gear or follow the directions of the supervising staff. Clients choosing to undertake activities with or without supervision do so entirely at their own risk and fully accept that such activities may carry the risk of injury or death.

10) Complaints

If you have any complaint about your experience or activity, you must make it known at the earliest opportunity to the Musandam Mountain Adventure Tourism local representative, who will, where possible, take appropriate action. If you are not satisfied with their response and feel your enjoyment is likely to be significantly affected you should notify us in writing and we will do our best to resolve the problem. If, at the end of the experience, you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your experience.

11) Pre-existing medical conditions

It is your responsibility to advise Musandam Mountain Adventure Tourism of any pre-existing medical conditions that might reasonably be expected to increase the risk of your students requiring medical attention, or that might affect the normal conduct of your experience or activity and the enjoyment of other party members. Students & parents are required to provide an assessment of their medical condition and may be required to provide an assessment of their medical condition from a qualified medical practitioner if requested by Musandam Mountain Adventure Tourism employees or suppliers. Musandam Mountain Adventure Tourism reserves the right, at its discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. Musandam Mountain Adventure Tourism also reserves the right to cancel your participation in an activity at any time, including after the commencement of your activity, with no right of refund if your medical condition could be reasonably expected to affect the normal conduct of the activity.

12) Health and Fitness

Many of our experiences require a certain amount of walking, biking or other activity to visit the featured sights. Generally, the activity is moderate however at times it can be over rocky or unstable ground surfaces, sometimes involving steep ground and mid-summer heat. If you have any doubts about the content of your experience please discuss your needs with us before you book. Musandam Mountain Adventure Tourism reserves the right, at its discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs, if it is deemed that you are not suitable for the experienced booked.

13) Age Limits

Musandam Mountain Adventure Tourism activities are not recommended for people under the age of 9.

14) Publicity

You agree that Musandam Mountain Adventure Tourism may use images of students, staff and faculty taken during your trip without recourse to you and without compensation to you, for publicity and promotion purposes through whatever medium it chooses.

15) Privacy

Certain information will be collected by us to supply the services to you. Your personal information is collected only to enable us to provide you with the services you wish us to provide. The information may be disclosed to or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose. The products or services may not be provided without this information. The information may also be used to inform you of additional products and services, which may be of interest to you.

All reasonable information which we collect will be kept confidential to the best of our ability. Musandam Mountain Adventure Tourism will not disclose personal information such as your name, address, telephone number to any person outside of the organization, unless you have authorized us to do so or unless required by law to disclose such information. Furthermore, under no circumstances will Musandam Mountain Adventure Tourism sell or lease or in any other way provide personally identifying information to any third party.

16) Governing Law

This contract and all matters arising from it are subject to the laws of Oman and Omani courts only will have jurisdiction over any dispute arising under this contract.

I have read and understand the terms and conditions.

Representative Signature: _____

Date: ____/____/____