

# terms & conditions



The trips described are operated by Absolute Adventure Limited trading as Absolute Adventure, which has its head office in the British Virgin Islands ("Absolute Adventure").

## Our Contract

It is essential that you carefully read and that you understand these Booking Conditions which contain important information. They constitute the contract between you & Absolute Adventure for the services provided by Absolute Adventure and set out the basis of your legal relationship with Absolute Adventure. By booking with us and paying the US\$ 250 non-refundable deposit you acknowledge that you have read and understood and that you agree to be bound by these Booking Conditions. Acceptance of your booking will be confirmed in writing to you or your travel agent and a contract comes into existence on the date shown on this letter or email confirmation.

### 1) Prices and validity

Prices are based on costs and exchange rates applicable when this information was printed. Absolute Adventure reserves the right to adjust prices until you have made full payment for your trip. Dates, prices and itineraries are indicative only and subject to change. Airfares (except where stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra meals, laundry, drinks, optional activities and trips, and any items of a personal nature are not included in your trip price.

### 2) Your trip

Absolute Adventure operates trips 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 Absolute Adventure trips, but especially those visiting remote or unstable regions, or regions with dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. By booking with us you agree to assume all risks associated with the journey to the maximum extent permitted by law.

When assessing whether trips will operate Absolute Adventure uses information from its local office in conjunction with advice from the British Foreign Office, and the US Department of State. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. By booking with us you acknowledge your decision to travel on an Absolute Adventure trip is made after due consideration of relevant travel information that may be made available at any time and you agree to assume the risks associated with the trip.

### 3) Disclaimer

Except where stated otherwise, Absolute Adventure acts as agent for service providers when making arrangements for your trip. Where Absolute Adventure provides services it will do so with due care and skill. Absolute Adventure is not responsible for the acts and omissions of others, including guides, airlines 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 Absolute Adventure which has not been stated expressly in these conditions. Absolute Adventure will not accept responsibility or liability for any passenger who contravenes any law or regulation of any country visited. Any independent arrangements that you make that are not part of the Absolute Adventure trip are entirely at your own risk. Absolute Adventure 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 Absolute Adventure to comply with its obligations under this contract.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these booking conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

#### 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 Absolute Adventure

Absolute Adventure reserves the right to cancel group departures and will advise you of such cancellations not later than 30 days before the departure date. In this case Absolute Adventure 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 Absolute Adventure, less any unrecoverable costs incurred by Absolute Adventure, but we will not be liable under any circumstances whatsoever for any claims made by you for any additional costs incurred by you.

Absolute Adventure will not be liable for any delay in, change to or cancellation of any trips due to Force Majeure. Force Majeure means a circumstance beyond the reasonable control of Absolute Adventure 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 Absolute Adventure does cancel a trip as a result of Force Majeure, or government travel advice, Absolute Adventure 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 Absolute Adventure less any unrecoverable costs. Absolute Adventure 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 Absolute Adventure in writing. The date when written confirmation of cancellation is received by Absolute Adventure will determine the charges applicable. Loss of money paid is as follows (unless agreed otherwise in writing):

More than 56 days - Loss of deposit  
Between 56 and 31 days - Loss of 50% of total booking cost  
30 days or less - Loss of 100% of total booking cost

If you do not pay the balance of your total booking cost within 56 days of departure your booking may be terminated and you will lose your deposit. Additional Absolute Adventure cancellation penalties may apply. No refunds will be made if you leave a trip for any reason after the trip has begun.

### 6) Booking amendments

If you need to change your tour booking or any part of your booking more than 56 days before departure we will not refund your deposit, however you may wish to transfer your deposit to another trip in our current program. A transfer fee of \$100 per person per trip will be levied and this must be paid prior to any transfer being confirmed. Cancellation fees will apply if trip amendment request is received within 56 days of departure. Changes to any other arrangements booked in conjunction with your tour will be subject to a \$50 administration fee per change. These are in addition to any changes levied by ground operators, hotels or airlines.

### 7) Changes to your holiday

Changes may occur because of Force Majeure, poor road conditions, weather, the availability of air, ferry and train tickets, vehicle breakdowns, changes in air, sea or land transport schedules, or other circumstances beyond Absolute Adventure's control. You accept that such changes may occur. The information about trips given here and in the trip notes are subject to change.

Where changes to your trip occur after you have received your Final Documentation we will, where practical, advise you or your travel agent of such changes. Absolute Adventure does not accept any responsibility for loss of enjoyment, delays or compensation resulting from changes due to Force Majeure or any reasons beyond Absolute Adventure's control. Group sizes may also vary. No refunds will be made in any of these situations.

#### **8) Authority of the leader**

On Group Tours the decision of the Absolute Adventure leader or representative will be final on all matters likely to affect the safety and well-being of the trip. You must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should you fail to comply with the above, or should you interfere with the well being of the group then the trip leader or company representative reserves the right to order you to leave the trip immediately with no right of refund.

#### **9) Accommodation**

Accommodation standards may be different to those you are used to at home. The general classifications used are Absolute Adventure classifications and intended to inform you about the relative standards of each hotel, in our view. The 'star rating' applied to each hotel is the official one given to that property by the relevant local tourism authority; these may or may not equate to 'star ratings' used in other countries you have visited. Such ratings often apply to the size and features of the rooms rather than an overall indication of quality. Note that all 'twin' prices are based on 'twin-bedded rooms' and that a double bed cannot be guaranteed. Single rooms are often small and triple rooms are often a twin-bedded room with an additional 'foldaway' bed. Swimming pools, where mentioned, may not be open during the cooler months.

#### **10) Complaints**

If you have any complaint about your trip, you must make it known at the earliest opportunity to the Absolute Adventure local representative, who will, where possible, take appropriate action. If you are not satisfied with their response and feel your enjoyment of the holiday 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 trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

#### **11) Travel insurance**

Travel insurance is compulsory for all Absolute Adventure travelers. Your travel insurance must cover accidents, medical expenses, including any related to pre-existing medical conditions, emergency repatriation, including helicopter rescue and air ambulance, and personal liability. Absolute Adventure also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You are required to carry proof of insurance with you and produce it if reasonably requested by Absolute Adventure's employees or suppliers. Absolute Adventure reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund, if you are unable to provide proof of insurance.

#### **12) Pre-existing medical conditions**

It is your responsibility to advise Absolute Adventure of any pre-existing medical conditions that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a trip and the enjoyment of other trip members. You may be required to provide an assessment of your medical condition from a qualified medical practitioner if requested by Absolute Adventure's employees or suppliers. Absolute Adventure reserves the right, at its discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs.

Absolute Adventure also reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition could be reasonably expected to affect the normal conduct of the trip.

#### **13) Health and Fitness**

Many of the tours 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 stairs and mid-summer heat or the cold at altitude can exacerbate the situation. If you have any doubts about the content of your tour please discuss your needs with us before you book. Absolute Adventure strongly recommends a visit to your doctor and dentist before your trip. You must ask your doctor about current inoculation requirements. All travelers over the age of sixty must provide a doctor's letter clearing them for their specific tour. All group travelers aged sixty or over will be required to fill in a special Absolute Adventure questionnaire outlining previous travel experiences relevant to suitability of the tour in question including health. Absolute Adventure 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 trip booked.

#### **14) Age Limits**

Absolute Adventure group holidays are not recommended for people under the age of 16. Independent holidays may be suitable for younger children (8 years and over) but if you are unsure please contact Absolute Adventure for further advice.

#### **15) Publicity**

You agree that Absolute Adventure may use images of you taken during your trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

#### **16) 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.

Absolute Adventure 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 Absolute Adventure sell or lease or in any other way provide personally identifying information to any third party.

#### **17) Governing Law**

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