

BOOKING TERMS & CONDITIONS FOR ADVENTURE TOURS

Definitions

Customer

The person or persons to whom services are offered and identified in a completed Customer Booking Form

Company

For the purposes of this document, any reference to Company will mean Empty Quarter Enterprises Ltd, trading as "Xpedition Arabia" and any person employed by said company.

Tour

Being any service offered that is at least 2 nights in duration but not the hire of a guide for any private tours of any duration.

The Tour is operated by Empty Quarter Enterprises Ltd (trading as Xpedition Arabia), a UK (Scotland) registered limited liability company number SC596575. By booking or participating in a Tour and any related products or services with the Company, the Customer agrees to these Terms & Conditions (the "Terms").

By booking a Tour the Customer acknowledges that they have read, understand and agree to be bound by these Terms. If the Customer makes a booking on behalf of other participants, they guarantee that they have the authority to accept these Terms and Conditions on behalf of the other participants in their party. By the Customer signing any form stipulating these Terms and Conditions the Company accepts this to be the case.

1. THE BOOKING CONTRACT

The Customer's booking is confirmed, and a contract exists once the Company issues a written confirmation after receipt of the applicable deposit amount. Please check this confirmation carefully and report any incorrect or incomplete information to the Company immediately. Please ensure that names are exactly as stated in the relevant passport.

The Customer must be at least 18 years of age to make a booking. They agree to provide full, complete and accurate information to the Company.

2. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, the Customer is deemed to be the designated contact person for every participant included on that booking. This means that the Customer is responsible for making all payments due in connection

with the Tour, notifying the Company if any changes or cancellations are required and keeping their party informed.

The Customer is responsible for verifying that any information provided on behalf of another participant is complete and accurate and the Company will, under no circumstances, be liable for any errors or omissions in the information provided.

3. REQUIRED MEDICAL INFORMATION

The Customer must provide any medical information reasonably requested by the Company and may be required to complete the Company's Medical Information Form (the "Medical Form"), available on the Company's website.

The Customer agrees to complete the Medical Form honestly and to disclose all relevant medical information accurately and fully. The Company will maintain the information in accordance with its Privacy Policy available at

The Company reserves the right to request further information or professional medical opinions when it deems necessary, to ensure the Customer's safety

The Company reserves the right to deny the Customer permission to participate in any aspect of a Tour at any time where the Company determines that their physical or mental condition renders them unfit or represents a danger to themselves or others.

Pregnancy is considered a medical condition and must be disclosed to the Company at the time of booking or at any time prior to the stated date of the Tour. The Company may refuse to carry pregnant women. The Company may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

If the Customer does not complete the required Medical Form or provide medical information reasonably required by the Company by the deadline given in the Company's confirmation, the Company reserves the right to cancel the booking and all applicable cancellation fees will apply.

The Customer is responsible for assessing whether a Tour is suitable for them. The Customer should consult their physician to confirm their fitness for travel and participation in any planned activities. The Customer should seek their physician's advice on vaccinations and medical precautions. The Company does not provide medical advice. It is the Customer's responsibility to assess the risks and requirements of each aspect of the Tour based on their own unique circumstances, limitations, fitness level and medical requirements.

The Tour may involve visiting remote areas, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in their home country.

4. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to the Company at the time of booking. The Company will use reasonable efforts to accommodate special requirements or requests, but this is not always possible given the nature of the destinations visited

and availability of options within a planned itinerary. Certain activities may be inaccessible to the Customer if their mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to the Company at the time of booking and the Company will make every effort to comply with their needs but cannot guarantee that dietary needs or restrictions can be accommodated by third party providers.

5. AGE REQUIREMENTS

Anyone under the age of 18 on the start date of the Tour is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by the Company, the minimum age for minors travelling on any Tour is 10 years old. All bookings with a minor are subject to review and approval by the Company. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions. The Company will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is responsible for the behaviour, wellbeing, supervision and monitoring of such minor(s), and accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. The Company does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

6. MANDATORY INSURANCE REQUIREMENTS

THE CUSTOMER MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF US\$200,000 covering all applicable dates of travel with the Company. This insurance must cover personal injury, emergency medical expenses and, public/personal liability of at least \$2,000,000. 21 days before the stated date of the Tour, a representative of the Company will contact the customer and verify that sufficient insurance is in place. The Customer is strongly recommended to extend their coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling.

The Customer acknowledges that insurance coverage is not included in the cost of any Tour offered by the Company and is required to obtain separate coverage. It is the Customer's responsibility to ensure that sufficient coverage is in place. The Customer is responsible for advising their insurer of the type of travel, destination(s) and activities included in their booking.

7. DEPOSITS

At the time of booking, a non-refundable deposit of 10% or 200USD per person, whichever is the greater, is payable to the Company. If the booking is made less than

60 days prior to the stated date of the Tour, a 30% non-refundable deposit is payable.

INTERIM PAYMENTS

A further 20% of the tour price should be paid at least 60 days before the stated commencement date of the trip.

8. DETAILS REQUIRED FOR BOOKING

As a condition of booking, the Customer must provide the information requested by the Company along with the interim and final payments. If the Customer fails to provide all required information prior to the date on which full payment is due, an administrative fee will be charged for any costs incurred by the Company as a result of that failure. In such an event, the Company also reserves the right to treat the Customer's booking (or the relevant component of the Customer booking) as cancelled and levy any cancellation fees deemed reasonable by the Company, in its sole discretion. The information required by the Company will vary by Tour and will be communicated to the Customer or to the Company's authorized agent during the booking process. The Company will not be held responsible for any fees the Customer incurs as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information they have provided.

9. FINAL PAYMENT & ACCEPTANCE OF BOOKING

The confirmation sent by the Company will contain details of final payment required for any booking. Payment of the balance for any products or services booked is due 35 days before the stated commencement date of the Tour. If full payment is not received by the applicable due date, the Company may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 35 days before the departure date of the first product included in the applicable booking, then the full amount must be paid at the time of booking. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to the Customer prior to booking and will also be detailed on the applicable invoice.

The Company is not responsible for any charges levied by third parties or financial institutions and payable by the Customer as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by the Customer to the Company.

10. CANCELLATION BY THE PARTICIPANT

The Customer may cancel the booking by notifying the Company in writing. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by the Company and are expressed as a percentage of the total price paid for the cancelled Tour.

Cancellation of a Tour: (a) Cancellation received 60 days or more before the stated

date of the commencement of the Tour: 10% of the Tour cost or 200 USD, whichever is the lesser. (b) Cancellation received 59-35 before the stated date of the commencement of the Tour: 30% of the Tour cost (c) Cancellation received 34-7 days before the stated date of the commencement of the Tour: 75% of the Tour cost (d) Cancellation 6 days or less: 100% of the Tour cost

11. GUARANTEED DEPARTURES & CANCELLATION OF A TOUR BY THE COMPANY

A departure date for a Tour offered by the Company will become a guaranteed departure when at least three bookings secured by a valid deposit have been made on that departure.

The Company guarantees that all scheduled Tour departures booked and secured with a valid deposit will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available on the Company's website or by contacting the Company. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by the Company before the date of departure for reasons other than Force Majeure and the cancellation is not caused by the Customer's fault or negligence, they will have the choice of accepting from the Company: (a) a substitute Tour of equivalent or superior value; or (b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from the Company the difference in price between the price of the Tour originally purchased and the substitute Tour; or (c) a full refund of all monies paid for the cancelled Tour. The Company is not responsible for any incidental expenses or consequential losses that the Customer incurs as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, the Company reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, the Company will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if the Customer rejects any suitable alternatives, the Company may provide them with a refund for unused products or services as determined in its discretion.

12. TRAVEL DOCUMENTS

It is the Customer's responsibility to obtain information and to have in their possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (which may include but are not limited to vaccination or medical certificates) and insurance policies. The Customer must have a passport

that is valid 6 months after the last date of travel with the Company as set out on the Customer's itinerary. The Customer accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the Tour, and is solely responsible for the full amount of costs incurred as a result of missing or defective documentation. The Customer agrees that they are responsible for the full amount of any loss or expense incurred by the Company as a direct result of their failure to secure or be in possession of proper travel documentation. The Company does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and the Customer agrees that the Company is not responsible for any errors or omissions in this information.

13. FLEXIBILITY & UNUSED SERVICES

The Customer acknowledges that the nature of adventure travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by the Company. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of the Company (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of the Company, including the Customer's removal from a Tour because of their negligence or breach of these Terms.

14. CHANGES

The Company may modify the Tour itinerary where reasonably required in its sole discretion. If the Company makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), the Company will provide notice to The Customer as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 14 days before the Tour departure, the Customer may choose to: i) accept the Material Change and proceed with the amended product or service; ii) book another product or service of equal or greater value, if available (The Customer will be responsible for paying any difference in price); or iii) book another product or service of lesser value, if available (with a refund payable to the Customer for the difference in price); or iv) cancel the Tour and receive a full refund.

The Customer must notify the Company of their choice within 7 days of receiving notice or will be deemed to have accepted the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for the Customer's health, safety, enjoyment or comfort. Any changes are at the discretion of the Company. The Customer acknowledges that they must have reasonable financial

resources to cover incidental expenses during all travel with the Company, whether or not such expenses arise from a change of itinerary, and the Company is not liable for their failure to prepare adequately for travel and unforeseen circumstances. The Company will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by the Customer:

The Customer are responsible for ensuring that information provided to the Company is accurate and up-to-date. Any changes to the Customer name on any booking are subject to the Company's approval. Any changes to a booking depend on availability and are subject to the Company's approval and these Terms. Any extra costs incurred for making the change will be charged to the Customer along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure of the first product or service on the applicable booking.

15. ACCEPTANCE OF RISK

The Customer acknowledges that the services offered by the Company may involve a significant amount of risk to their health and safety. By traveling with the Company they acknowledge that they have considered any potential risks to their health and safety. The Customer hereby assumes responsibility for all such risk and releases the Company from all claims and causes of action other than in cases of Company negligence.

The Customer must strictly comply with all applicable laws and regulations of all countries and regions. Should they fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Company (acting reasonably), their behaviour is causing or is likely to cause danger, distress or material annoyance to others, the Company may terminate their travel arrangements on any product or service immediately at their expense and without any liability on the Company's part. The Customer will not be entitled to any refund for unused or missed services or costs incurred as a result of such termination.

The Customer is responsible for any costs (including repair, replacement and cleaning fees) incurred by the Company or the Company's suppliers for property damage, destruction or theft caused by them while on a Tour. The Customer agrees to immediately report any pre-existing damage to a representative of the Company and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

The Customer agrees to take all prudent measures in relation to their safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Company nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by

their failure to comply with safety instructions or warnings.

The Customer agrees to bring any complaints to the Company as soon as possible in order to provide the Company with the opportunity to properly address their complaint. The Customer agrees to inform the tour leader, another representative of the Company or the Company's customer service department directly. The Company assumes no liability for complaints that are not properly brought to the attention of the Company and cannot resolve or attempt to resolve complaints until proper notice is provided. If the Customer fails to notify the Company of complaints or concerns while on Tour, the Company will have been deprived of the opportunity to investigate and rectify their complaint immediately and this may affect their rights under these Terms. Any complaint made after the completion of a Tour must be received in writing by the Company within 30 days of the last day of travel of the booking in question.

16. THIRD PARTY SUPPLIERS

The Company arranges with accommodation providers, activity providers, tour and local guides, and other independent parties ("Third Party Suppliers") to provide the Customer with some or all of the components of their booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although the Company takes all reasonable care in selecting Third Party Suppliers, the Company is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by those Third-Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third-Party Supplier. The Customer acknowledges that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate, and the Company does not warrant that any Third-Party Supplier follows the laws of their country of residence or any other jurisdiction.

HIRE CARS

These will be leased from our partner. The Customer is responsible for providing credit card for guaranteeing damage excess. Customer responsible for damage not covered by hire car company's insurers

THE COMPANY IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN THE COMPANY AND ITS EMPLOYEES.

The Company is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

17. OPTIONAL EXTRAS

"Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the Tour itinerary or price of the Tour and do not form part of the Tour. The Customer agree that any assistance given by the Company's representative(s) in arranging, selecting, or booking, any Optional Extras is purely at their request and the Company makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of the Company regarding any Optional Extras. The Customer releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

The Customer acknowledges and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

18. LIABILITY

The Company and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and

(B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s), beyond their control. The Customer waives any claim against the Company for any such loss, damage, injury, or death.

In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of the Company or of the Third-Party Suppliers of any services which form part of the booking contract then the Company limits its liability, where applicable by all applicable international conventions.

Notwithstanding anything to the contrary elsewhere in these Terms, the Company will not in any circumstances be liable to the Customer for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which the Customer paid for the applicable Tour, not including insurance premiums and administration charges. Where this relates to loss or damage to luggage and

other personal possessions then the Company liability will not exceed \$1,000 USD. The Company will not at any time be liable for any loss of or damage to valuables of any nature. The Customer agrees that they will be precluded from making a double recovery by making the same claims and seeking recovery against the Company and its suppliers, contractors or other third parties.

19. FORCE MAJEURE

The Company will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company failure to commence, perform or complete any duty owed to The Customer if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company; or an event which the Company or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

20. IMAGES AND MARKETING

The Customer agrees that, while participating in any Tour, images, photos or videos may be taken by other participants, the Company or its representatives that may contain or feature the Customer. The Customer consents to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Company, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to them

21. PRIVACY POLICY

The Company must collect the Customer's personal information to deliver the Tour and any products or services booked. The Company collects, uses and discloses only that information reasonably required to enable the Company and its Third-Party Suppliers to provide the particular Tour, products and/or services that The Customer have requested as described in the Company's Privacy Policy, which can be accessed any time at (insert link) and is expressly incorporated into these Terms. By submitting any personal information to the Company, The Customer indicate their acceptance of the Company's Privacy Policy.

22. SEVERABILITY

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

23. CONTRACT PARTIES & SUCCESSORS

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

24. APPLICABLE LAW

The Contract and these Terms are subject to the laws of the United Arab Emirates and all Clients submit to the exclusive jurisdiction of the courts located Abu Dhabi, UAE for the resolution of any dispute under these Terms or concerning a Product.

25. AMENDMENTS

The Company reserves the right to update or alter these Terms at any time and will post the amended Terms on the Company's website at (insert link). Any amendment will take effect 10 days after being posted to the Company's website. An up to date copy of these Terms, as amended, may be accessed at any time on the Company's website and will be sent to the Customer upon written request to the Company. The Customer are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Company's website. The Company recommends that The Customer refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.