



## GENERAL AND SPECIFIC TERMS AND CONDITIONS FOR SALE (GTCS & STCS)

Stated below are the General Terms and Conditions of Sale that apply in the absence of stipulations to the contrary, and to all contracts concluded between:

- The Tour Operator Arakis Travel, hereinafter referred to as the "**Agency**".
- Any natural or legal person using the services of the Agency, hereinafter referred to as the "**Client**".

The "**Participant**" refers to any person physically participating in the tour organized by the Client.

### 1. OBJECT

The Agency offers the Customer the possibility of making a trip to various countries where it has formed alliances or may be established, thus enabling the Customer to choose the destination(s) visited, itineraries, excursions, activities and accommodation.

### 2. REGISTRATION AND PAYMENT METHODS

Any registration for a trip will be effective for the Agency upon receipt of:

- **acceptance by the Client** of the quotation sent by the agency,
- and a **deposit** representing **30% of the total fees** of ground transportation as well as **100% of the air transport fees**, based on the invoice that will be received by the Client.

A reservation is final only after the confirmation of availability by the Agency.

The balance of payment must be paid **45 days before the actual start of the services**.

Upon confirmation of the file, the Client will be requested to provide the information concerning all the Participants of the trip (names, first names, dates of birth, passport numbers and preferably the scanned copy) as soon as possible to guarantee secure reservations.

Special Conditions, may apply in case of travel:

- during very high tourist seasons,
- in certain regions,
- concerning certain services such as boat or other vehicles rentals.

These conditions will be mentioned in the quotation sent to the Client and will have prevalence over the General Conditions of Sale.

The agency offers trips for Free Independent Travelers (FIT) as well as for Groups of Individuals Regrouped (GIR), made up of people who don't necessarily know each other.

In the latter case, the Agency sets up groups of individuals regrouped in order to ensure departures: the Client will therefore be integrated into a group of other travelers without this modifying the services ordered. The Client concluding the contract acknowledges having the capacity to contract under the conditions described in the conditions of sale presented and read, i.e. having reached the legal age of majority and not being under guardianship or trusteeship.



### 3. CANCELLATION POLICY

#### *a. BEFORE TRAVEL*

Any travel cancellations must be made by email, and in all cases, be supplemented by a notification to the Agency by registered letter with acknowledgment of receipt.

The refund by the Agency of the fees paid shall be made under the conditions and limits set out below:

- **More than 120 days before arrival:** the total amount paid will be refunded.
- **From 90 to 119 days before arrival:** 70% of the deposit for ground services will not be refunded, corresponding to the prepayments of certain services.
- **From 46 to 89 days before arrival:** 100% of the deposit will not be refunded, corresponding to the prepayments of certain services.
- **From 30 to 45 days before arrival:** 60% of the total amount will not be refunded.
- **Less than 30 days before arrival:** 100% of the total amount will not be refunded.

No refund will be made of the air services provided that the Agency has purchased the tickets, which are neither modifiable nor exchangeable.

If one or more travelers cancel their participation on the same trip as other Participants, the Agency reserves the right to revise the tariffs according to the updated number of Participants.

However, **if the cancellation jeopardizes the trip's departure within 60 days of arrival, the deposit paid will be retained in full**, to cover any additional costs incurred by other travelers.

Any delay in payment may be considered by the Agency as a cancellation by the Client, for which the cancellation fees referred to above will be applied. The Agency reserves the right to use the deposit to cover the services not refunded by the service providers and not to guarantee the operation of the tour.

Where the reservation of services involves the Agency undertaking expenditure which cannot be refunded, regardless of the reason for the cancellation or the anticipation with which it is formulated (such as the purchase of certain air tickets, the booking of hotel packages on specific dates, etc.), the refund terms mentioned above cannot be applied.

#### *b. DURING THE STAY*

Any interrupted, modified or shortened travel or any service not consumed by the Participant for any reason whatsoever shall not give rise to any refund or compensation from the Agency.

Any modification by the Participant involving a change of service (hotels, transport ...) or program (length of stay, stage...) will be charged. A modification on the initiative of the Client or one of the Participants relating to the destination or a change of date is considered a cancellation.

#### *c. ASSIGNMENT OF CONTRACT*

The Client may assign his contract to a third party.

The Client must inform the Agency of the transfer of the contract, by any means allowing acknowledgement of receipt, no later than 7 days before the start date of the trip, indicating precisely the name and address of the transferee and of the Participant in the trip, and proving that the latter fulfils the same conditions as the Client for taking part in the stay or trip.



The transferring Client or the transferee will be jointly and severally liable for the payment of any balance of the price, as well as any additional costs incurred by the transfer, as provided for in the Cancellation article, and corresponding to the modification made to the tourist package services.

However, the customer may not assign his or her insurance policy(ies).

In the case of air travel, if the ticket is issued, it cannot be exchanged or reimbursed by the airlines; consequently, the transfer of the travel contract may be treated as a cancellation, giving rise to the charges set out in the Cancellation article.

## 4. PRICES AND PAYMENT

### *a. INCLUDED / NO INCLUDED*

Our prices, including agency fees, are quoted in US Dollars (USD), all taxes included, and are per person. Prices are per person, based on the lowest-priced reservation in a double room. Prices and dates indicated in the descriptions will be confirmed at the time of booking. Descriptions and sales contracts indicate which services are included in the price. As a general rule, any service not included in the price will be invoiced and paid for by the customer. Promotions and special offers: These are non-retroactive, non-cumulative and subject to conditions. Prices shown include discounts and are subject to availability within a given period.

Unless otherwise indicated in the program description, our prices do not include: • international flights or transport to the tour departure point • drinks • tips and personal expenses • any service not mentioned in the contract • luggage transportation • tourist taxes to be paid locally • optional services • insurance • filming/photography rights on the sites • last-minute fees may be due for all booking requests made 30 days or less before departure.

### *b. INTERNATIONAL FLIGHTS*

As we have no control over airfares, it is up to the customer to purchase flights directly. Once the trip has been confirmed, the customer will be able to purchase it, and will communicate his flight details. The Agency will have previously indicated the ideal flight, which will serve as a reference for the date and time of the start of the trip. If the flight purchased by the customer does not correspond, a supplement may be requested to ensure transfer from the airport to the hotel booked for the group. The flight chosen must in no way affect the organization of the trip. If this is not the case, exclusive transport will be booked for the customer, at his/her expense, to join the group.

### *c. TERMS OF PAYMENT*

Our agency is based in the United States and the account to which payment is to be made is held in a bank in the same country. All payments must be made by bank transfer to the details provided for this purpose.

All bank charges and commissions, whether for currency exchange or for the transaction itself, are at the customer's expense. In other words, the Agency must receive the exact amount of the service on its account, with the exception of any commission taken by the receiving bank.



## 5. COMPLAINT

Any complaints must be notified in writing by registered letter with acknowledgment of receipt to the Agency, accompanied by the supporting documents, within 30 days after the return date from the trip.

Any dispute will be settled amicably.

In the event of complete disagreement, the Agency shall take the case to the competent courts in the city where the Agency is located.

## 6. INSURANCE

By agreeing to travel with the Agency, Participants are advised to take out medical and repatriation insurance and cancellation insurance, which must be sent to the Agency before departure.

In the event that the Participants' ticket has been settled with their credit card, or in the event that the deposit has been settled via the Agency's online payment service, Participants are liable to be covered.

Only the banking institution concerned by this payment can confirm or reverse it.

The decision to subscribe to such insurance and the choice of such insurance is the sole responsibility of the Participants.

The Agency reserves the right to have Participants sign a waiver of liability upon arrival in the country of destination.

In the case of high-risk activities (extreme sports, mountaineering, diving, rafting, paragliding, ...), Participants must take out additional specific insurance and send it to the Agency before departure.

The Agency is a partner of a selection of insurance companies and can offer insurance according to the needs of the Participants (cancellation, repatriation, multi-risk).

The Agency has signed a contract guaranteeing its professional civil liability under the conditions stipulated by the texts in force.

## 7. RESPONSIBILITY

Prior to the registration of the trip, each Participant will have to verify, according to his / her personal situation, that he or she is in possession of a passport and / or other document (s) (national identity card, visa, Family passport, authorization to leave the country for minors, vaccination certificate, driving license, etc.), which are valid and comply with the requirements for passing through and / or entering the country(ies) of the journey (particularly concerning the period of validity from the date of leaving the host country).

Each Participant shall assume responsibility for obtaining all the documents required by the authorities of the countries visited.

The Agency shall provide information on the administrative and / or sanitary formalities necessary for the execution of these journeys on its website and in the documentation submitted.

This information is given by the Agency only as an indication and cannot be held responsible or substitute for the individual responsibility of each Participant. It is therefore strongly advised to check before departure and with the authorities concerned, such as the consulates, the list of necessary documents and the migration, health and customs formalities in force.



In no case will the Agency be liable for the Participants delay or impossibility for a Participant to submit documents in good standing. The consequences of any failure to present these documents will be borne entirely by the Participant and any cancelled, interrupted or abridged travel by reasons of the Participant shall not give rise to any refund or compensation of any kind.

The Client guarantees the truthfulness and accuracy of the information provided by him/her or by/for any other Participant registered under his/her responsibility.

## 8. HEALTH

The Client and the Travel Participants are obliged to inform the Agency and the accompanying guides of their health and physical conditions, so that they can be taken into account if the Participants carry out activities.

The Agency and its guides may not be held liable in the event of an accident resulting from the condition of the Participant(s) concerned.

It is the responsibility of each Participant to check with his / her doctor whether his or her state of health allows him or her to take part in the activities chosen for the stay concerned.

In all cases, the Agency and its guides cannot be substitutes for doctors nor clients to find out what is best for the health of the Participants and their adequacy to take part in the proposed activities if they suffer from physical and mental condition. The Client and the Participants are the sole responsible for the latter.

## 9. SECURITY AND RISKS

The Client and the Traveling Participants are aware that, given the nature of the trip they choose, they may be exposed to certain risks, in particular to the distance from the medical centers; the condition of the roads; the adventurous nature of certain tours (most notably hiking, water sports, scuba diving, survival courses ...).

Organizations that allow for rapid evacuation in some remote areas of the city do not always exist.

The Client and the Traveling Participants shall declare that they are aware of such risks and note, in the event of an accident, not to put the responsibility of the Agency, its guides and various providers at risk.

If the circumstances require, and in particular to ensure the safety of a group of Participants as a whole, but also for climatic reasons or unforeseen events, the Agency reserves the right directly or through their escorts or service providers to substitute one means of transport, one accommodation, one itinerary with another, as well as the dates or times of departure, without the Participants being entitled to any compensation.

Each Participant must comply with the rules of prudence and community life and follow the instructions given by the Agency's counselor or service provider.

The Agency cannot be held liable for accidents which are due to the individual imprudence of one of the Participants. The Agency reserves the right to expel, at any time from a group, a Participant whose behavior may be considered to endanger the safety or welfare of the other Participants. No compensation would then be due.

If the Participant concerned refuses to follow the instructions given by the guide, the latter may sign a disclaimer of responsibility which stipulates their disagreement and release the Agency and the guide from any prosecution.



## 10. BAGGAGE AND PERSONAL EFFECTS

The Participants are responsible for their personal effects that they keep in their custody, whether it is money, credit cards, jewelry, clothing, cameras...

The Agency cannot be held liable in the event of loss, theft or deterioration of baggage or personal effects during the journey and shall not be obliged to compensate Clients in such circumstances.

In the event of a problem, the Participants are advised to have the facts verified by the competent local authorities (filling of a complaint).

## 11. HOSPITALITY

The hotel infrastructure may be of inferior quality to that found in other parts of the world, and the local standards of comfort, star rating, may not correspond to those in which the Participants are accustomed.

However, the Agency and its partners work with hotel establishments with whom the trust is maintained.

The Participant will not be able to claim a refund for a reason of differentiation of judgment on comfort.

## 12. AIR TRANSPORT AND CLIMATE

If the trip is disrupted due to airline modifications, for any reason external to the Agency, the Agency will make its best efforts to propose an alternative solution to the Participant(s).

The resulting costs will be paid by the Participant(s).

The claims or compensation rights are those applicable according to the local laws in force. Such action may only be carried out by the Participant in his personal capacity.

Local authorities may sometimes suspend certain visits and trips at the last minute for personal safety. The Agency cannot be held responsible for the consequences of this decision, considered as an unforeseeable circumstance (e.g. loss of a transfer by boat or flights).

## 13. UNFORESEEABLE CIRCUMSTANCES

If external events disrupt the normal functioning of the country (e.g. political and social unrest, natural disasters, strikes, blockades and demonstrations), the Agency reserves the right to cancel a trip or to modify its contents.

The Participants will be informed beforehand of the context and of all the possibilities of change.

The Agency is primarily responsible for the safety of the people involved in the travel it organizes.

In the event of cancellation, the Agency will not be required to refund the amounts paid and the participants will not be entitled to any compensation.

In case of changes in the course due to external events, a new quotation will be drawn up and will be proposed to the Participant(s). The totality of the modification costs is the responsibility of the Participant(s).

## 14. PRICES REVISION AND EXCHANGE RATES

Services sold in a currency other than the US Dollar (including the Euro) are based on an exchange rate calculated at any given time. In the event of sudden devaluation, the Agency reserves the right to reassess the amount of the trip, giving the Client the choice to maintain or cancel the service.



In addition, the Agency may be required to amend its prices and programs to take account of:

- changes in the cost of transport, notably related to the cost of fuel.
- the variation in fees and charges for services provided such as landing, boarding and landing charges.

**THE SETTLEMENT OF A DEPOSIT FOR THE ORGANIZATION OF A TRAVEL SHALL APPROPRIATE THE ACCEPTANCE OF THESE GENERAL AND SPECIFIC TERMS AND CONDITIONS FOR SALE.**

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