



Terms & Conditions

Definitions and Parties

In these conditions the "company" shall mean Desert Horizon travel & Tourism (Jordan), a company registered according to the company laws of Jordan. The "client" shall mean the person who has signed a booking form as the Lead Booking Name and each person named in the booking form as a travel companion.

The Lead Booking Name in signing the form represents and warrants to the company, that he / she is authorized to sign the form and accepts all these conditions on behalf of himself / herself and each of his / her traveling companions including any minors who may be accompanying him /her.

Minimum Tour Numbers

At least 2 passengers traveling together on the same tour. If less than 2 passengers traveling will require reverting to bookings private single traveler and being subject to individual costing and booking conditions.

Contract

No contract shall exist between the company and client until:

- The company booking form has been signed and a deposit has been paid, and the booking terms and conditions confirmed by the client.
- No person, organization or employee of the company has authority to vary these booking conditions; and The Company or its agents reserves the right to decline any booking.

All persons /passengers named on the booking form shall be referred to as the client' or clients' and includes any accompanying minors.

Booking: Bookings are accepted by phone, fax or email.

Once you have booked particular arrangements, our travel event APPLICATION must be completed and signed by the lead passenger participant (must be over 21 years of age) on behalf of the whole party confirming your acceptance of these Booking Conditions.

Desert Horizon Travel will confirm your arrangements via a Confirmation Invoice (a letter of receipt delivered digitally via email or hardcopy via US Mail), upon receipt of the signed travel event APPLICATION and receipt of the appropriate deposit/full payment, so that your Desert Horizon travel event is secured. The contract comes into effect when the Confirmation Invoice is issued by Desert Horizon.

Sometimes, we are unable to confirm certain arrangements immediately (e.g. where accommodation is only available upon request or in certain group tour scenarios). In this case, a contract for the services will only come into existence once we have specifically confirmed that those services have been booked even if we have issued a Confirmation Invoice in the meantime.

In this situation, a contract for all services we can confirm immediately will come into effect when we issue a Confirmation Invoice. Please ensure you check all details of your Confirmation Invoice and all other documentation immediately on receipt. Please inform us immediately if anything appears to be incorrect as it may not be possible to make changes at a later stage. We regret we cannot accept any liability if we are not notified of any inaccuracies in any documentation within seven (7) days of our sending it to you.

Payments

A non-refundable deposit of 25% from each client is required when submitting the application form to confirm booking. This deposit will only be refunded if the applicant cannot be

accommodated.

The full amount due by the client to the company shall be payable not less than 42 (forty two) days prior to the date of tour departure. If the full amount is not received in the due time, the company reserves the right to treat the booking as a cancellation. Should a client fail to join a tour, or join it after departure, or leave it prior to its completion, no refund will be made whatsoever. Late applicants may join the tour on an accommodation available basis.

The company reserves the right to change the tour fare without prior notice especially in the circumstances of currency fluctuations.

Form of payment personal: Bank Money Orders, Payments by Wire Transfers (please fax a copy of bank confirmation when wiring funds). You may also make Direct Credit Card Payments to Desert Horizon (Visa and Master Card). Direct Credit Card payments are accepted if the completed credit card authorization form is received more than 60 days prior to departure date. Every reservation must be accompanied by a signed application. Reservations made within 3 weeks of the departure date are subject to a \$50 late registration fee. We reserve the right to re-invoice participants with corrected billing.

Important notices: All rates are subject to 3.5 % for sales made by credit card.

Travel event cost: Desert Horizon Travel & Tourism reserves the right to change the prices of unsold travel arrangements, at anytime, before your booking has been confirmed. Desert Horizon reserves the right to pass on in full at anytime any increase on travel arrangements, also reserves the right to correct errors at anytime before and after your booking is confirmed. You will be given a current price at time of booking.



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Amendments by you: Should you wish to make any changes to your booking after it has been confirmed, e.g. changes to departure or return dates, destinations, and hotel etc, you must advise us in writing.

While we will endeavor to assist, we cannot guarantee we will be able to meet such requests. Where we can assist with such requests, and except where otherwise provided, an amendment fee of \$50.00 will be payable per person. Cancellation charge and any new arrangements will be treated as a re-booking.

Please ask Desert Horizon for details. Alterations within 90 days of departure will be treated as a cancellation of the original booking incurring the cancellation charges set out below. Any new request will be treated as a new booking.

Cancellation by you: Should you or any member of your party need to cancel your booking or any part of it once it has been confirmed, you must immediately advise us in WRITING. Cancellation charges are payable as set out below except where otherwise stated. These charges are calculated from the date the written notice of cancellation is received by Desert Horizon. Travel Protection Plan premiums and amendment charges are non-refundable in the event of your cancellation.

Cancellation Schedule

Cancellations are very costly and usually do not occur in time for resale of the canceled travel event. If cancellation in writing is received by Desert Horizon more than 90 days prior to travel departure date (or 120 days for certain travel events), the deposit will be returned.

For cancellations received within 90 days of departure date, the following per person cancellation fees apply:

89-30 days prior to travel departure date:
40% of total price

29-15 days prior to travel departure date:
75% of total price

14 days to departure day or later:
100% of total price

If Desert Horizon cancels a travel event, we will refund all monies paid to Desert Horizon; there is no additional liability. Refunds may take up to 90 days depending on travel event. Desert Horizon cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through Desert Horizon Travel & Tourism.

Force majeure: We regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented by reasons of circumstances amounting to 'force majeure.' 'Force majeure' means any event which Desert Horizon or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include war or threat of war, riots, and civil strike, terrorist's activity, industrial action, disease, natural or nuclear disaster, Act of God, fire, adverse weather conditions, closure of airports or ports, governmental action and all similar events.

Delay: We regret we are not in a position to render any assistance in the event of you being delayed at your outward or homeward points of departure. The airline concerned may however be able to provide alternate flights etc. YOU ARE RESPONSIBLE FOR ARRIVING ON TIME TO POINTS OF ORIGIN DESIGNATED BY DESERT HORIZON.

Schedule changes: If Desert Horizon is notified, prior to your

departure, Desert Horizon will advise you of any relevant schedule changes to your itinerary. While Desert Horizon will endeavor to assist you with any such changes, Desert Horizon is not liable for any additional expenses you may incur through a change in itinerary.

Tipping: local guides and hotel porter are not included in your Desert Horizon Tours package.

Passports/Visas: It is the responsibility of all passengers, regardless of the passport they hold, to check with the appropriate consulates to determine if any visas are required. As visa and health requirements are subject to change without notice, it is recommended that verification prior to travel be made of existing foreign visa and health requirements.

Health & Equipment

Our expeditions are accessible for all persons in good health condition, they do not require an exceptional physical condition or any technical or special knowledge (unless indicated so), but the travelers must be ready to (and willing to) provide a reasonable physical effort in relation with the tour chosen. Travelers are responsible for informing Desert Horizon Tours or its tour leader of any known illness, disabilities, allergies or medical condition prior to the travel. Travelers being under medical prescription must have at all times during the tour their medication in their immediate possession and should inform the guide of their condition. If the health or conduct of a client appears to endanger the safe and sound progress of a tour he/she may be excluded from the tour.



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Insurance

Travel and cancellation insurance is mandatory for all clients. All insurance is solely the responsibility of the client. Before a client commences a tour, he or she should arrange his/her own insurance with a reputable insurer, with protection for the full duration of the tour, to cover personal injury, medical expenses, repatriation expenses, loss of luggage and expenses associated with the cancellation or curtailment of any tour. If a client becomes ill, all hospital expenses, doctor's fees and repatriation costs are the client's responsibility and the company shall not be liable for any refund of the tour rate whatsoever. The carriage and storage of all baggage and personal effects are at all times the clients risk and the company cannot accept any liability for any loss or damage of baggage or personal effects. Liability. Clients hereby acknowledge, confirm and record that they understand the risk inherent in Adventure travel and associated activities. The clients are accepted on the tour and undertake to do the tour, travel or activity at his /her own risk. Such risk could include injury, disease or death. In particular the client acknowledges that traveling on the roof seat or in any other position other than seated in the seats provided in the vehicles is at their own risk. The client agrees and concedes that the company and its members and employees shall not be responsible for loss or damage to property or injury or illness to the client or loss of life or consequential damages which might occur from any cause whatsoever.

Airline Baggage Regulation: Free baggage allowance is determined by each airline. The weight limit of 44lbs. (including carry-ons) may apply to flights outside. Please contact each airline company on your itinerary for specifics. Excess luggage is the passenger's responsibility. Desert Horizon. does not assume responsibility for loss or damage during the trip. Baggage insurance is available.

Special requests: If you have any special request, please inform us as soon as possible in writing and preferably at the

time of booking. Although we will endeavor to meet any such requests we cannot guarantee to do so. Failure to do so will not be breach of contract on our part. We cannot accept bookings that are conditional on the fulfillment of any special request; and such booking will be treated as a 'normal' booking. Concerning Frequent Flier Programs, please advise us of your membership information at time of booking. We cannot supply copies of tickets for post travel retrospective claims.

Participant age requirements: An adult must accompany travelers who are less than 18 years old on the tour and cruise departure date; the child may receive a discount on the land tour price.

Limits on desert horizon responsibility: Desert Horizon its Employees, officers, directors, guides, staff and agents, does not own or operate any entity which is to or does provide goods or services for your travel event. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result Desert Horizon is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, Desert Horizon is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. There are certain inherent risks in travel of the type involved with Desert Horizon, These include, but are not limited to, risks of hiking, walking travel events, inaccessibility to medical attention

and difficulty in evacuation from remote locations in the case of a medical emergency. Travel event participants assume all such risks with regard to these possibilities.

Arbitration agreement: Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the website or brochure, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Jordan.

LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of Desert Horizon or the Products and Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

traveler's representations: The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to him or herself or other members of the travel event. Desert Horizon Travel and tourism reserves the right to decline to accept anyone on a trip. Desert Horizon reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip. Airlines used are not to be held responsible for any act, omission or event during the time passengers are not on board their planes or conveyances. International air carriers are subject to international air conventions limiting their liability. The limitations of liability are contained on the reverse side of the airline ticket and form part of the terms and conditions of this package. The passage contract in use by these companies, when issued, shall constitute the sole contract between the companies and the purchaser of these travel programs and/or passage.