

Arkitrek Camp Terms & Conditions

Arkitrek Sdn. Bhd. (831925-W)

DBKK Shophouse No.360, Lot 2, 1st Floor, Lorong Pokok Kapas, Taman Faber, 88300, KK, Sabah



ARKITREK CAMP TERMS & CONDITIONS - PLEASE RETAIN FOR YOUR RECORDS

DEFINITIONS:

In these terms and conditions:

“Booking Form” – Means the form on which you book with us, and which shows deposit and also states the methods of payments that we accept.

“Us, Our or We” – Means Arkitrek Sdn Bhd

“Contract” – Means an agreement binding in law between Arkitrek Sdn Bhd and You, incorporating the Terms and Conditions, Booking Form and information contained

“Deposit” – Normally means 10% of the Total Camp Cost. For late booking (within 60 days of departure) full payment is required. If you have elected to pay by instalments, we will still require an initial deposit of 10%.

“Camp Confirmation” – Means a confirmation of the key details of your Camp and sets out the balance due and the date(s) by which further payment(s) must be made to meet that balance. We state clearly in this the items included in the price of your Camp.

“Camp” – Means all travel, accommodation and project management arrangements provided by Us.

“Force Majeure” – Means unusual and unforeseeable circumstances beyond our control, the consequences of which, neither we nor our suppliers and associates can avoid. For example, war, threat of war, riots, civil strife, government military or terrorist activity, industrial disputes, natural or man made disaster, fire, adverse weather conditions, level of water in rivers or similar events beyond our control.

“Terms and Conditions” – Means the information contained in this document.

“Total Camp Cost” – Means the amount shown on your Camp Confirmation, once received.

“You/Your” – Means the subject of the contract and all persons named in your Booking Form.

1. HOW TO BOOK

- a. Having completed all sections, sign the Booking Form and send it to us with your Deposit. A signed pdf copy of the booking form is acceptable. The Deposit is non-refundable in all circumstances, once we have issued the Camp Confirmation (see paragraph 1.c).
- b. You are to provide accurate and correct information on the Booking Form, for example full name and address as it appears on your passport, as this information will be passed to third parties such as project partners and government agencies. You will be liable for any costs incurred as a result of inaccurate or false information supplied.
- c. When we are satisfied that we are able to provide the Camp that we will have developed with you, we will send you the Camp Confirmation. We also will require you to have paid at least 50% of your Total Camp Cost by a date usually half way between the date of booking and the date of departure. Full and final payment will be required at least 60 days before departure. Please check these details carefully and inform us immediately if you feel they are incorrect. We do not send reminders of payment dates (see paragraph 2.c)
- d. The contract between You and Us is affirmed on the date the Deposit is received by us, subject to satisfactory medical condition, suitability for placement and minimum numbers being met.

2. YOUR LIABILITY FOR PAYMENT

- a. If you have signed the Booking Form, then you are responsible for the Total Camp Cost.
- b. Where any payment is made by us on your behalf (whether for you alone or for the Camp generally), in foreign currency or in sterling drawn on a foreign bank, we reserve the right to pass on to you any resulting bank charges.

- c. If we do not receive any payments by their due date, we reserve the right to treat your booking as cancelled and to levy cancellation charges (see clause 8).

3. PAYMENT OPTIONS

Payment can be made by cheque, bank transfer or cash payment direct to bank account. Cheques should be made payable to Arkitrek Sdn Bhd.

4. CAMP COST AND GUARANTEE

We reserve the right to increase the price of the Camp in extreme circumstances only, between the date of issue of your booking form and departure. For example, the relevant currency exchange rate alters more than 5%; a government or official authority substantially levies or increases a tax, or transportation costs increase substantially.

Your deposit and Interim payments are used to cover the associate costs with running your trip. This includes but is not limited to the following; overhead and staffing costs in our offices and maintaining our operation year round.

5. ACCURACY OF INFORMATION

We take every care to ensure the accuracy of the information we provide on your Camp and that it is as detailed as possible. All information is given in good faith and believed correct at the time of going to press. We undertake to advise you of changes which affect you and become known to us after we have provided the Camp Confirmation. Flights and other modes of transport are particularly outside our control. We cannot guarantee that departures and connections will leave/be made at the times stated or even at the times shown on your tickets. We will not be liable for delays but please note that compensation for delays may be included in the terms of your insurance. Please check the policy summary, once issued.

6. PERSONNEL CHANGES / ASSIGNABILITY

The criteria under which you may transfer your booking to another person are as follows:

- a. The person wishing to take over your booking must meet any conditions which did apply to your Camp and must agree to be bound by the Terms & Conditions in force at the time of change.
- b. You, or the person taking over your booking, must pay any final balance due before the personnel change is made, together with any administration charges applicable and levied by us.
- c. Any request to Transfer your booking must be received in writing on or before the date of final payment. It must be signed by the person(s) who signed the Booking Form and must enclose full details of the proposed new Camp member, all monies (in accordance with paragraph 6.b) and any travel documentation already issued to you by us.
- d. We reserve the right to refuse any such change of personnel where it is deemed (in our sole opinion) prejudicial to the safe and efficient conduct of the Camp and/or where the proposed new Camp member is not (in our sole opinion) a fit and proper person for participation in the Camp. In the event of any such refusal, or if we are unable to implement the requested change for reasons beyond our control, our normal cancellation charges will be applied and the contract will come to an end (see clause 8).

7. AMENDMENT BY YOU

- a. There is an administration fee of MYR200 per person, per change for all amendments affecting the Camp requested at any stage, excluding personnel changes (see clause 6) and subject to payment by you of any costs we incur (see also clause 9).
- b. In the event that you have made any of your travel or insurance arrangements independently then you are responsible for making any necessary amendments that may arise.

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8. CANCELLATION BY YOU

- a. If you wish to cancel a booking you must do so in writing by post or email and proceeded by a phone call if within one month of departure. The following cancellation charges will apply, the days in question being calculated to include the date on which we receive your written cancellation.

| On and after... | Cancellation charge as a % of Total Camp Cost |
|--|---|
| Receipt of Deposit | 10% |
| Interim payment date | 50% |
| Balance payment date | 100% |
| Late bookings (within 60 days of departure) | 100% |

- b. The above charges cover cancellation charges to suppliers such as accommodation and transport companies, and also include our own administration charges. Once these charges are paid, the contract comes to an end.

9. AMENDMENT BY US

- a. We try never to change your proposed Camp but we must reserve the right to do so where (in our sole opinion) circumstances require it. This is necessary because of the nature both of our services and Camp planning, having particular regard to the safe and efficient conduct of the Camp and its members.
- b. It may be necessary to cancel your booking at any stage or offer you an alternative program if minimum numbers for your chosen Camp are not met.
- c. We may also be required to amend your Camp by reason of Force Majeure. If this happens, or if we otherwise become unable to provide significant parts of the Camp, we will make alternative Camp arrangements for you, wherever possible, of an equivalent nature and standard (see paragraph 9.d).
- d. If we need to amend your booking due to Force Majeure within 55 days of departure, we reserve the right to defer your departure date should we require additional time to secure the reserve Camp.
- e. For each of our Camps we have identified wherever possible a reserve Camp which you will be obliged to accept should it become necessary (see paragraph 12.d).

10. CANCELLATION BY US

- a. We reserve the right to treat your Camp and booking as cancelled and levy cancellation charges (see clause 8): (a) if you fail to make any payment when it becomes due; or (b) if you behave in what we deem as an improper manner at any time prior to or after the departure date, (please see clause 12); or (c) in any other circumstances specified in these terms and conditions entitling us to cancel your booking or the Camp itself.
- b. Wherever possible, we will only amend your booking in conjunction with the terms in Clause 9. We expect only to ever cancel clients' bookings in highly exceptional circumstances. However, due to the nature of our services and Camp/ adventure travel generally, we must reserve the right to do so. We will not cancel it less than 60 days before departure unless the cancellation is due to Force Majeure.
- c. If we are forced to cancel your Camp due to Force Majeure within 59 days from departure we will offer you a full and prompt refund on all monies paid, less your deposit and a deduction in respect of basic administration charges; monies already paid, for example transport and accommodation bookings. We will alternatively offer the opportunity to defer your Camp until a later date.
- d. If we cancel due to Force Majeure within 7 days of departure, you may be able to reclaim your money through your insurance policy. Please check this policy, once received.
- e. We reserve the right to cancel your booking or exclude you at

any time prior to or during the Camp, if in our sole opinion you are not compatible with the general enjoyment, well being and safety of the Camp. We also reserve the right for ourselves, our representatives, employees and agents to refuse further participation to you at any time if, in our or in their opinion, you are not fit for whatever reason to participate in the Camp (see clause 14).

- f. We reserve the right to cancel the Camp if for whatever reason, sufficient team members cannot be obtained.

11. OUR LIABILITY

- a. Your booking is accepted on the understanding that you appreciate the possible risks inherent in adventure travel and you undertake the Camp at your own risk and volition.
- b. We undertake to use all reasonable skill and care in the preparation of your Camp and in the choice of providers of services and equipment where we are not ourselves providing such services and/or equipment. We cannot and do not accept any liability for the actions or omissions of any third party providers of services and/or equipment.
- c. Please note that if your Camp involves transportation, (e.g. a flight or ferry crossing) the relevant transport company's conditions of carriage will apply directly and do not form part of the contract between you and us. Their conditions may exclude or limit liability. In cases of lost or damaged baggage, or cases of death or personal injury arising in the course of international air or sea travel or in connection with hotel accommodation, the amount of compensation you will receive is limited by certain international Conventions, namely the Warsaw Convention, the Athens Convention and the Paris Convention. Copies of these Conventions should be available at your local reference library. We accept no liability for your personal effects.
- d. Except in cases of personal injury or death caused by our negligence, the amount of compensation we will pay you for any default by us will be limited to a reasonable amount having regard to the price of the Camp and will in no event exceed such price. Our assessment of the reasonable compensation to which you are entitled will depend upon the circumstances of your particular case.
- e. We cannot accept any responsibility if you suffer death or personal injury from an activity that is not part of the Camp arrangements we make for you. We also cannot be held responsible for the consequences of your actions should you choose to ignore the advice given to you by Us, your Camp Leader or any of our employees, representatives, agents or contractors.
- f. Nothing in these Terms and Conditions excludes our liability for death or personal injury caused by our negligence.

12. YOUR LIABILITY TO US

- a. On receipt of your Camp Confirmation, you must check it carefully to ensure that we have interpreted your instructions correctly and you must also ensure that you have notified us, in writing, of any special requirements upon which you intend to rely.
- b. While on the Camp, you must behave in an appropriate manner and avoid causing damage, distress, danger or annoyance to other Camp members or to third parties. You must not damage any property with which you come into contact during your Camp and if you do, you will be liable for the cost of repair or replacement at the time and any costs incurred should we have to terminate your Camp prematurely.
- c. You must also comply with all local laws and instructions of our staff and authorised representatives, and this includes the entry requirements of the country to be entered, for example, compulsory vaccinations and immunisations.
- d. In the event of an amendment to your Camp, (see clause 9) you are obliged to accept that change so long as it is one providing for an Camp which, in our opinion, is of an

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equivalent nature and quality.

13. COMPLAINTS

Any deficiency in your Camp should be reported immediately to Us to allow an opportunity for immediate remedial action to be taken. Failure to do this may reduce or even completely extinguish your legal right to claim compensation. In the unlikely event that, having taken the action outlined above, any problem cannot be resolved to your satisfaction while you are on the Camp and you wish to take the matter up with us after your return, you should write to us within 28 days of the end of your Camp giving full details of your complaint. After this time we regret that we are unable to guarantee any further investigation or action.

14. PASSPORT & VISA REQUIREMENTS

- a. A full, current and valid passport (with necessary visas) is required for all periods, countries and territories within your Camp. This is your responsibility although advice only, may be available from us (see paragraph 14.c).
- b. Applications for a ten year passport may take more than one month to process - check with your regional office. Please check the expiry date of any passport you currently hold. If you do not hold a current British or EU passport, you should check the Visa regulations for your intended travel itinerary, with the relevant embassies.
- c. We will not be responsible if you fail to travel with a proper valid passport and/or visas and you will be liable to reimburse us if we incur any expense in assisting you in such circumstances. We will offer you appropriate advice and assistance in respect of visa requirements for British or EU passport holders and also in respect of principal health requirements. (e.g. vaccinations).

15. HEALTH AND FITNESS

- a. We draw your attention to the fact that our Camps can be physically strenuous; we can advise you how to train effectively prior to the Camp, so as to gain maximum enjoyment from the Camp. Please inform us on the booking form if you have health conditions that could affect your participation in the Camp or any of the activities contemplated.
- b. Whilst we offer relevant advice and guidance, it is your responsibility to verify your health and vaccination requirements for the Camp and for obtaining all necessary prescriptions, medicines and vaccinations that you need - please consult your G.P. or other suitably qualified physician.
- c. If you are suffering from any of the conditions set out on the Booking Form, or others, we reserve the right not to accept your booking. We may however, request further information and if provided with a suitable certificate from a doctor, accept you as an Camp member. Please seek specialist advice.
- d. Where your health is being adversely affected by the Camp, we reserve the right to require you to cease to or not to participate on some or all of the activities planned for your Camp.
- e. You should be aware that for some, home sickness may become a symptom of Camp travel to unfamiliar environments. Every effort will be made by Us to assist you acclimatise to your new surroundings. In the event that you choose to prematurely cancel your Camp due to home sickness, We will levy any charges we incur as a result of repatriating you and our normal cancellation terms apply.

16. INSURANCE

- a. Due to the nature of our Camps, we require you to take out comprehensive travel insurance. You must provide us with evidence that it is in force prior to your departure.
- b. We reserve the right to refuse to accept you on the Camp if you do not have insurance cover which we consider adequate for your Camp. We accept no liability for any deficiencies in any insurance policy.

17. INTERNATIONAL TERRORISM

Whilst we make every effort to ensure that your Camp is safeguarded from terrorism by relying upon the best available advice at that time, due to the unpredictable nature of global terrorism we can make no guarantees. By signing the Booking Form you agree to travel at your own risk and that you have made your own enquiries as you consider necessary. We expressly exclude all liability (direct and indirect) for any losses or damages whatsoever that you may suffer or incur as a result of or in connection with an act of terrorism. Please check the insurance policy, once received, for their position.

18. LAW AND JURISDICTION

The contract between you and us and any matters arising from it will be governed by and construed in accordance with Malaysian Law

ARKITREK SDN BHD

Registered Address: Arkitrek Sdn. Bhd. (831925-W)

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