

# Terms & Conditions

These terms and conditions govern the relationship between you, the client, and Zouba Tours. The following conditions will need to be read and accepted by all traveling parties and create a contractual relationship between Zouba Tours ("Zouba") and you, the "client". By making a booking, you signify your acceptance of the terms and conditions found in this agreement.

## 1. Safety:

While Zouba will make every effort to abide by the schedule provided in the tour itinerary, clients must understand that significant parts of the tour will take place in high mountain areas (from 2,000 to 5,000 meters above sea level) where weather conditions can be highly variable. Zouba's primary concern is clients' and employees own safety. If, in the trek leaders' judgment, a trek must be delayed for safety reasons, Zouba accepts no responsibility for late arrival at the destination and any consequences arising from such late arrival. **Clients are strongly recommended to take out insurance to guard against missed flights.**

## 2. Insurance:

Before joining a trek or expedition associated with Zouba, clients must be covered by travel insurance that includes adequate coverage for baggage and medical expenses should clients become too ill to continue to travel. Clients must provide proof of such coverage before they begin any trek or expedition associated with Zouba. Zouba also strongly recommends that clients include coverage for travel cancellation in the event that they have to cancel their reservation prior to departure because of any reason.

Please note that travel insurance provided free of charge by credit card companies usually does not provide cover for adventurous activities or tour cancellation.

## 3. Booking & Confirmation:

After confirming their wish to make a booking via email, clients will be sent a final invoice and payment instructions of the (down)payment by email.

In addition to the payment, the necessary paperwork constitutes as follows:

- a. The Terms and Conditions document needs to be signed by both Zouba and the client.
- b. The clients send Zouba Tours a copy of their international flight tickets.
- c. Zouba Tours will need the client's passport details for further confirmation, and registration at the local tour bureau in China, and booking of rooms and domestic transportation. Zouba will handle the client's personal details with the utmost care and discretion, and will use encrypted files to store passport details in their system.

After processing of documents a., b. and c., final confirmation of booking will be issued upon receipt of the (down)payment.

#### 4. Payment:

Clients must pay the tour fee **in full** at least 45 days prior to the tour dates. If the tour dates are much further in advance, Zouba Tours will accept a down payment of 50%, still paid immediately upon booking to secure the reservation. Complete payment should be received at least 45 days prior to the scheduled tour dates.

For those paying by international wire transfer, please note that Zouba requires clients to pay the fee for international wire transfers in addition to the listed cost of the trek or expedition. If booking for a group, therefore, it is best to make a single wire for all members of the group.

#### 5. Cancellation by Client or Inability:

In the event of cancellation of travel arrangements due to any reason, Zouba must be notified of the same immediately in writing or via email. Cancellation charges will be effective from the time/date Zouba receives notification in writing or via email. Cancellation charges will apply as follows:

- Cancellations **more than 45 days before the trek or expedition's** commencement date = 25% of fee. In case of such cancellation, Zouba will only deduct an amount for prior costs that have to be paid to third parties (like official invitation letters for Chinese visa application, non-refundable hotel bookings and domestic flight bookings) which will have been explicitly communicated by e-mail. The rest of the funds will be kept in the client's balance and can be used as credit for a booking with Zouba in the following year, valid until exactly 1 year after the commencement date of the cancelled expedition.
- Cancellations **between 15 and 45 days (inclusive) before the trek or expedition's** commencement date = 50% of fee. Zouba will send a bill of costs that have already been made\*, deduct it from the received tour fees, and keep the rest of the funds in the client's balance as credit for a booking with Zouba in the following year, valid until exactly 1 year after the commencement date of the cancelled expedition.
- Cancellations **between 14 days or less before the trek or expedition's** commencement date = 100% of fee. Zouba will send a bill of costs that have already been made\*\*, deduct it from the received tour fees, and keep the rest of the funds in the client's balance as credit for a booking with Zouba in the following year, valid until exactly 1 year after the commencement date of the cancelled expedition.

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\*/\*\* In case of joint group tours, in case of third parties having booked places on the same tour, the surcharges for the smaller group size as a result of the cancellation will be charged and deducted from the received tour fees.

- Zouba **strongly advises** clients to take out insurance against irrecoverable cancellation costs.

Applicable wire charges will be deducted from refunds made by wire transfer, except in the case of refunds made by Zouba for treks or expeditions cancelled by Zouba (see point 10 below).

#### 6. Accommodation Policy:

All accommodation, whether in hotels, guesthouses or tents, is based on double occupancy. If the client is traveling alone, Zouba will do our best to assign the client a roommate. If the client prefers single accommodation, he/she will be billed a Single Supplement charge that will vary according to the specific circumstances of each individual trek or expedition.

#### 7. Transfer of Booking to 3<sup>rd</sup> Party:

If a client is prevented from traveling, he/she may transfer the booking to another person provided they meet all the requirements relating to that trek or expedition.

#### 8. Transfer of Booking to Future Date:

If a client is prevented from traveling, Zouba may allow him/her to transfer the booking to a subsequent trek or expedition. Such decisions are made entirely at Zouba's discretion. No such transfer may be made for more than one year after the date of the original booking.

#### 9. Cancellation by Zouba:

Zouba events depend on sufficient bookings to make them economically viable. If bookings are insufficient, treks or expeditions may be cancelled no later than 45 days before the scheduled departure date. Any booking payments made for events cancelled by Zouba will be returned immediately and in full, and Zouba will bear any additional costs for making said repayments.

#### 10. Guiding Personnel:

If for any reason a member of the guiding personnel becomes unavailable for a trek or expedition, Zouba will immediately organize the necessary rearrangement and inform the client. Such decisions about personnel will be made entirely at Zouba's discretion.

#### 11. Health & Fitness:

The client declares and warrants that:

- he/she is in good health and mental and physical fitness at the time of booking

- he/she has disclosed to Zouba every matter concerning his/her health and mental and physical fitness of which he/she is aware, or ought reasonably be expected to know, that is relevant to Zouba's decision to permit him/her to go on the trek or expedition
- Immediately upon any adverse change in the client's health or fitness that may be likely to affect Zouba's decision to accept the risk of permitting the client to go on the trek or expedition, the client will notify Zouba in writing of any such adverse change. At this point a re-evaluation will take place concerning the planning of the trek or expedition. If the client is not able to join the trek or expedition, the charges will be calculated as described in point 5 above.

The client acknowledges that the obligation to disclose under this condition continues from the time of booking the trek or expedition through to departure and extends for the duration of the tour. If the client fails to comply with the duty of disclosure in this condition and if Zouba would not have permitted the client to undertake the trek or expedition, or continue participation in the trek or expedition, had he/she made full disclosure under this condition, Zouba will not be liable for personal injury, death or property damage or loss incurred by the client.

#### 12. Tour Supervision:

Trek leaders are those persons nominated by Zouba to undertake the task of leading or supervising the treks or expeditions. These people take their responsibilities seriously and if for any reason a trek leader believes, in his or her absolute discretion, that a client should not participate in the trek or expedition, he/she may exclude that client from the trek or expedition. In this event, but subject to clause 11, clients will be offered the option of taking another trek or expedition considered by trek leaders to be suitable. If for any reason during a trek or expedition the trek leader considers a client should not participate further he/she may direct that client not to continue and that client must follow the trek leader's instructions. In any case clients will not be entitled to any refund. Travel insurance may compensate clients depending on the circumstances.

#### 13. Tour Modifications:

Zouba reserves the right to:

- change the date of departure or conclusion of the trek or expedition
- modify any aspect of the trek or expedition
- cancel or modify any routes within the trek or expedition or objectives set out in the itinerary
- substitute different or equivalent routes within the trek or expedition in place of cancelled or modified routes
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the trek or expedition) any such aspect of the trek or expedition if, in the absolute discretion of Zouba, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or

due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of Zouba, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the trek or expedition or the aspect of the trek or expedition being undertaken in accordance with the client's booking. In the event of any change, modification, cancellation postponement or delay under this condition, the client acknowledges that he/she will have no right of refund of the trek or expedition price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. Zouba also reserves, in its absolute discretion, the right to cancel any trek or expedition due to any government travel warning or advice, or any change in such warning or advice. Travel insurance may compensate the client depending on the circumstances.

14. "Acts of God":

If Zouba is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside Zouba's reasonable control, Zouba will be under no liability whatsoever to clients and may, at its option, by written notice to clients either cancel the trek or expedition or take any other action as specified in condition 11.

15. Travel advice:

Any information or advice provided by Zouba on matters such as climate, clothing, baggage, special equipment, etc. is given in good faith but without responsibility on the part of Zouba, and the client accepts responsibility for obtaining any necessary visas and travel documents required for the trek or expedition.

16. Flexibility, Discomforts and Consensus:

A client's booking is accepted on the understanding that he/she realizes the hazards involved in this kind of event, including injury, disease, loss or damage to property, inconvenience and discomfort. The philosophy of this type of event is one that allows alternatives and a substantial degree of flexibility. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. It is a fundamental condition of joining any Zouba trek or expedition that clients accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible.

17. Sudden Discontinuation of Tour:

If a client decides at any point during a trek or expedition that he or she no longer wishes to continue, Zouba will take no responsibility for that person once he or she leaves the trek or expedition group.

**18. Authority & Liability:**

During any part of a trek or expedition, it is absolutely necessary that clients abide by the authority of the trek leaders. Making a booking signifies the client's agreement to this, and if a client commits any illegal act when on the trip or if in the opinion of the leader a client's behavior is causing or likely to cause danger, distress or annoyance to others, Zouba may terminate that client's arrangements without any liability on Zouba's part. If a client is affected by any condition, medical or otherwise, that might affect his/ her or other people's enjoyment of the trek or expedition, he/she must notify Zouba of this at the time of booking.

**19. Age of Consent:**

Bookings cannot be accepted from persons under the age of eighteen years at the date of the departure unless prior written consent is granted by Zouba to the applicant for inclusion in the trek or expedition. Zouba reserves the right to refuse an application made by a minor without the written consent of a parent or legal guardian having first been obtained, and Zouba further reserves the right to refuse bookings from minors solely on account of their age.

**20. Multi(media):**

Any likeness or image of clients secured or taken on any of Zouba's holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

**21. Tour Contract:**

Clients must sign a legally binding document and provide the signed document to a representative of Zouba Tours prior to starting any Zouba tour. The text of the document is as follows:

**Release of Liability**

In consideration for Zouba Tours allowing my participation in the event for which I am registering, I freely agree to and make the following contractual statements and agreements:

**Risks of Trekking**

I understand that participating in the trekking event offered by Zouba Tours for which I am registering is a potentially hazardous activity. I fully realize and appreciate the dangers of

trekking and rafting and fully assume the risks associated with this activity. I understand that trekking in less developed foreign countries such as China significantly increases the danger of trekking. I fully accept and assume all risks including, by way of example but without limitation, physical injury, mental injury, the dangers arising from potential animal attacks such as dog bites, surface hazards, equipment failure, inadequate safety equipment, the effect of weather, including extreme temperature or conditions, traffic, the condition of the road, lack of adequate traffic laws, and participating in event along the route. I understand that potentially dangerous situations may arise during the trek/expedition, which are beyond the control of Zouba Tours I assume the risks of all dangerous conditions during the Zouba Tours event and waive any and all specific notice of the existence of such conditions.

Knowing the risks involved, I agree to assume those risks, and to release Zouba Tours and its employees, agents, and officers for any property damages, illness, injury or death that may occur in travel to and from these treks/expeditions. I agree to have adequate medical insurance including evacuation insurance coverage for the duration of Zouba Tours event. If I am incapacitated, I give my consent to allow emergency medical treatment for my injuries and/or medical evacuation if necessary. I acknowledge that Zouba Tours does not guarantee the reliability or safety of suppliers of services to treks and/or expeditions. I also understand that Zouba Tours makes no explicit guarantee for my safety or protection while on a trek or expedition associated with Zouba Tours I will assume and pay all medical and emergency expenses incurred by me in the event of illness, accident, or other incapacity regardless of whether I have authorized such expenses.

### **Participant's Responsibility**

I understand that I will be trekking at my own risk and I will not participate unless I have been properly trained, physically and mentally able to do so. I acknowledge that I have no physical or medical condition which to my knowledge would endanger myself or others if I participate in this event which may include vigorous physical activity. I assume responsibility for the adequacy, safety and condition of any equipment I choose to bring. I affirm that I will be trekking at my own risk and release Zouba Tours and all its employees from liabilities for any damages, injury, or death, which may occur to me or anyone else.

I agree to abide by all rules established by Zouba Tours, to conduct myself in a safe and respectful manner at all times and respect the rights and privacy of other group members. I understand that if I leave prior to the daily starting time or walk on a different route than described, that I will not be able to receive all the services described in advertisements or other literature. I further agree to obey the laws and customs of China. Zouba Tours reserves the right to refuse service to anyone at any time prior to or during the event, if in Zouba Tours sole opinion, an individual's physical condition or behavior is incompatible with the enjoyment of the group as a whole. I also acknowledge that Zouba Tours will not be responsible for any lost or stolen equipment, luggage, money or personal items at any time during the trek or expedition.

I acknowledge that since I have freely chosen to participate in a trekking event in China, that I may not receive the same level of government services or protection in China as I would in my home country and that travel in less developed countries such as China may entail risks greater than those in my home country.

Zouba Tours is not responsible for refunding airline fees due to change in itinerary or event cancellation or theft of any personal gear. I also give my permission for use of my name, photograph, motion picture, recordings and evaluations by Zouba Tours for promotional materials. All information provided by Zouba Tours including but not limited to route maps, instructions, directions is privileged information and all contents are copyrighted. Reproduction by permission only.

I agree that if any part of this Zouba Tours Liability Release, Assumption of Risks, and Responsibilities Agreement is found to be void or unenforceable, then only that section will be stricken but the rest will remain in effect. I agree that if I or my successors sue or assert any claim against this agreement, I or my successors shall be liable for the expenses, including legal fees incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable or such claim for willful and wanton negligence.

## **Release**

I have read and accepted the terms contained in this document entitled "Fine Print". I hereby waive release and discharge, for myself, my heirs, my executor, successors, assigns, and administrators any rights or claims which I have or may hereafter accrue to me against the officers, employees, owners, volunteers and staff of Zouba Tours.

### 22. Understanding:

The client's participation in the trek or expedition is an acknowledgement by the client that he/she will act as a mature adult and will be responsible for his/her own decisions. By booking a place on a trek or expedition and signing the aforementioned Liability Release, Assumptions of Risks and Responsibilities document, the client is acknowledging that he/she has read and understood this document and acknowledge that he/she agrees to be bound by its terms and that the client is releasing Zouba and its owners, officers, directors, employees and agents from any liability for personal injury, property damage or wrongful death which the client might suffer during his/her participation in the scheduled event.

### 23. Responsibilities:

The booking conditions may only be waived or amended by written mutual consent. When the client completes the booking form he/she agrees to accept all these conditions, and when Zouba accepts the client's booking Zouba agrees to carry out the obligations to the client as defined in this website and other information provided to the client.

#### 24. Exclusions:

The following items are excluded from the trek or expedition price:

- personal travel insurance
- visa, passport and vaccination charges
- departure, airport and airline taxes
- extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary
- laundry, postage, personal clothing, medical expenses & items of a personal nature
- tips, onboard beverages and excess baggage charges.

#### 25. Choice of Law

The law system that is applicable to this agreement is Dutch law. The contracting parties act in accordance with the European Package Travel Directive.

#### 26. Disputes

In case of any legal or factual dispute that may arise between both parties (Zouba and clients), parties will initially attempt to resolve the issue among each other without third parties.

If no agreement has been reached within a period of 14 days, either one of both parties will be free to submit the dispute to the relevant court of justice (see point 26 above).

#### 27. Client Representative

In case a single client makes the booking with Zouba for multiple participants, the person who books and signs this document will be responsible for the agreement between both parties.

In case of group booking, please fill in the names below:

Client 1 (Representative):

Client 2:

Client 3:

Client 4:

Client 5:

Client 6:

Client 7:

Client 8:

Client 9:

Client 10:

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ZOUBA REPRESENTATIVE

CLIENT (REPRESENTATIVE)

\_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_