

TERMS & CONDITIONS (April, 2007)

1. Eclipse-City and its associated companies are hereinafter referred to as the "COMPANY" and the passenger (m/f) is hereinafter referred to as the "PASSENGER".
2. The PASSENGER, having placed his/her booking shall not be entitled to withdraw or cancel the same without the COMPANY'S written consent being first had and obtained thereto;
 - a. The COMPANY shall be entitled to withhold such consent, without assigning any reason thereto;
 - b. Receipt of PASSENGER booking (or advanced payment without invoice) by the COMPANY shall not constitute any acceptance by the COMPANY of this booking;
 - c. Acceptance by the COMPANY of the booking shall be evidenced by the forwarding to the PASSENGER or his/her agent of an invoice, indicating an amount due and/or owing by the PASSENGER to the COMPANY. This document shall constitute the contract.
 - d. Booking will only be effective upon receipt of the 50% deposit
3. The PASSENGER acknowledges that the tour price and itinerary disclosed to him/her at the time the booking was affected, alternatively at the time the contract was concluded, may be varied by the COMPANY from time to time, without notice to the PASSENGER, at the discretion of the COMPANY and provided the itinerary is not substantially different from the itinerary that the PASSENGER anticipated enjoying, the PASSENGER shall not be entitled to cancel the contract.
4. Tour prices include only transportation by vehicles or airplane in accordance with the itinerary issued in respect of the particular tour, tours to such camps or locations as are shown on such itinerary, accommodation and use of camping equipment attendance of a courier/driver or pilot but do not include the cost/s of special visas, vaccinations, insurance, or such items not included or excluded as are indicated in the COMPANY'S programs, which shall be borne and paid by the PASSENGER.
5. The PASSENGER acknowledges that it is his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary, as well as all health and other certificates that may be required from local authorities.
 - a. Even though the COMPANY will endeavor to assist the PASSENGER in this regard, such assistance to be at the COMPANY'S sole discretion, the PASSENGER acknowledges that in doing so, the COMPANY is not assuming any obligation or liability, and that nevertheless the responsibility to ensure that the aforesaid documentation is in order and complies with such lawful and other requirements to enable the PASSENGER to enjoy the benefits of the tour, remains the PASSENGER'S.
6. Each PASSENGER shall be entitled to no more than one (1) suitcase weighing no more than 20 kilograms and a maximum size of 66 cm in length, unless otherwise agreed to in writing between the parties or the specific programs. The PASSENGER is entitled to take carry-on luggage not exceeding 10 kilograms of weight and complying international and local standards:
 - a. The COMPANY shall be entitled to refuse to carry any baggage in excess of the aforesaid.
7. The PASSENGER acknowledges that there are dangers and risks inherent in the tour which he/she will be undertaking and;
 - a. The PASSENGER agrees to assume all the risks connected with or arising out of all aspects of the tour and;
 - b. The PASSENGER waives any rights of any nature whatsoever which he/she or his/her assigns or successors-in-title, dependants or heirs may have against COMPANY and its associated companies ("the designated persons) in respect of his/her injury, death, loss or damage which he/she may sustain connected with or arising out of the tour or a cancellation of the tour notwithstanding that it may have been occasioned by any negligent act or omission on the part of any of the designated persons and;
 - c. The PASSENGER indemnifies the designated persons against all loss (including loss of reputation or goodwill!), damage, costs (including attorney and own client costs, collection charges and costs of any appeals), interest and expenses which he/she may or be likely to, sustain as a result of any claim (contingent or otherwise) relating to, arising out of or in connection with the tour notwithstanding that such injury, loss or damages or his/her death may have arisen as a result of any act or omission, whether negligent or otherwise, on the part of COMPANY and its associated companies and/or each of the employees, servants, agents, independent contractors and/or representatives of COMPANY and its associated companies, whose favor this constitutes a stipulation capable of acceptance at any time and;
 - d. The PASSENGER warrants that he/she is in adult age, i.e. over 18 (Eighteen) years of age or accompanied by a parent or legal tutor approving the trip.
 - e. If the PASSENGER is a national from one of the following countries, respective adult age limits apply, or have to be accompanied by a parent or legal tutor approving the trip:
 1. Iran (21 years)
 2. Scotland (21 years)
 3. Indonesia (20 years)
 4. South Korea & British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Yukon Territory in Canada (19 years)
 5. Japan (20 years)
 6. Philippines (21 years)
 - f. The PASSENGER is in adult age under the law of the country to be visited. Most countries apply 18 (Eighteen) years of age. Some countries have higher limits (Art. 7.e). If traveling under age, the PASSENGER must be accompanied by a parent or legal tutor approving the trip.
 - g. The PASSENGER agrees to pay on demand such sum(s) as may be sufficient to cover any actual or prospective claim referred to in clause 7(c) notwithstanding that such claim may not then be payable.

- other carriers concerned when issued, shall constitute the sole contract between the airline and/or other carriers and the purchaser of these tickets and/or passengers,
22. Travel/Medical Insurance is compulsory for all passengers booking on a COMPANY Tour. It is the passenger's responsibility to arrange this.
 23. All air transportation is provided in economy class or business/first class on the services of any IATA or chartered carrier/s, or charter carriers, as stated in the itinerary.
 24. Should one or more clauses be ineffective then the remaining clauses will remain in function. The ineffective clause/s will be replaced by an effective clause/s that is/are closest to the meaning of the ineffective clause/s.
 25. This booking and any eventual contract between the COMPANY and the PASSENGER shall be deemed to be concluded in the United Kingdom, and shall be interpreted according to and governed in all respects by the laws of the United Kingdom. In the event of any action hereunder he/she further records that the Supreme Court of the United Kingdom shall have jurisdiction in regard thereto.

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