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".
- 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;
 - Receipt of PASSENGER booking (or advanced payment without invoice) by the COMPANY shall not constitute any acceptance by the COMPANY of this booking;
 - 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.
 - 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.
- 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.
 - 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
- 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;
 - The PASSENGER agrees to assume all the risks connected with or arising out of all aspects of the a. tour and;
 - 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;
 - 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.
 - 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)

 - Scotland (21 years)
 Indonesia (20 years)
 - South Korea & British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Yukon Territory in Canada (19 years)
 - Japan (20 years)
 - Philippines (21 years)
 - 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 tryeling under age, the PASSENGER must be accompanied by a parent or legal tutor approving the trip.
 - 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.

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- h. The PASSANGER waives any rights of any nature whatsoever for viewing of an eclipse. This may occur for example, but not only, if cloud overcast, rain or sand storms constitute a viewing problem. The same (waiving of rights) applies for damage of any equipment or whatsoever resulting out of the tour.
- 8. These terms constitute the entire terms of the relationship between the parties. There exist no other terms and conditions regarding their relationship. No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both parties,
 - a. The PASSENGER acknowledges that save and except for what has been stated herein, there exist no warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever. Any matter or thing said by any person on behalf of the COMPANY, or purportedly on behalf of the COMPANY, irrespective as to the position such person occupies, and which is not stated herein, shall not be binding on the COMPANY, irrespective as to the nature and extent of any such thing, and the PASSENGER acknowledges that he/she has not relied on any matter or thing stated on behalf of the COMPANY, that is not included herein.
- 9. The PASSENGER agrees and undertakes that he/she will at all times comply with the COMPANY'S requirements in regard to his conduct, and he/she will not in any way constitute a nuisance to any other person on the tour.
 - a. In the event that the PASSENGER breaches any obligation assumed by him/her in terms of this agreement or in sub-paragraph (a) above, or does any act or omission which in the COMPANY'S sole and absolute discretion it considers constitutes an infringement of the COMPANY'S rights or any other passenger on the tour, or if a PASSENGER constitutes a nuisance to the COMPANY or any other passenger, the COMPANY shall be entitled to terminate the COMPANY'S booking and refuse to permit the PASSENGER to continue with the itinerary and tour. In these circumstances the PASSENGER at his/her own cost and at his/her responsibility will be obliged to make his/her own way home. In these circumstances the COMPANY shall not be liable to make any refund to the PASSENGER, and the matter will have no claim of any nature whatsoever against the COMPANY.
- 10. Where the PASSENGER is traveling with other person/s, he/she shall be deemed to have warranted that he/she is authorized on behalf of such other persons, to agree to the terms hereof. Where such other person/s are subject to his/her legal guardianship, or where such other person is his/her wife/husband, any act or omission committed by the other person/s shall be deemed the act or omission committed by each and every person within the party.
- 11. No person other than a director of the COMPANY is authorized to vary, cancel or waive any term and then to be effective it must be in writing and signed by a director: Any purported variation, waiver or cancellation by any other person on behalf of the COMPANY, shall not be valid and binding on the COMPANY.
- 12. The PASSENGER warrants that he/she has authority to conclude this booking and the contract between the COMPANY and himself/herself
 - a. Where the PASSENGER is traveling with his/her family, he/she warrants that he/she is authorized to bind each and every member of his/her family to the terms of this contract, and it shall be deemed to be a separate contract between the COMPANY and each such person (be it family or other).
- 13. The full amount due by he PASSENGER to the COMPANY shall be payable not less than eight (8) weeks prior to the date of departure in respect of any booking concluded outside the European Union, and not less than six (6) weeks prior to the date of departure in respect of bookings made within the European Union.
 - a. If a booking is cancelled with consent of the COMPANY, the COMPANY shall retain the amount as indicated for the particular program (consult your program).
- 14. Whilst the COMPANY uses its best endeavors to ensure that all anticipated accommodation is available as planned, there shall be no claim of any nature whatsoever against the COMPANY for a refund, either in whole or in part, or any other claim of any nature whatsoever, including consequential damages, as a result of any accommodation or other facility attaching to the tour not being available.
- 15. The COMPANY reserves the right to cancel the tour at any time without reason. In this case, the COMPANY will reimburse the paid booking fare only.
- 16. The PASSENGER acknowledges that the COMPANY will appoint a tour-leader who shall be in charge of the tour and all matters relating thereto, and the PASSENGER agrees and undertakes to comply with the tour-leaders lawful requirements.
- 17. Please Note: COMPANY reserves its rights, without giving further notice, to make use of any photographs or film produced by COMPANY during any of their tours for general publicity purposes without payment or permission.
- 18. The PASSENGER acknowledges being aware that the proposed itinerary and tour requires a measure of physical fitness and endurance, and it is the PASSENGER'S obligation to ensure that he/she is medically fit and able to embark upon the tour.
- 19. IF a PASSENGER wishes to transfer from one tour to another, and if the COMPANY is agreeable to the transfer, an administration fee of EUR 50 per person per transfer will be charged.
- 20. It is important to note that during the course of the tour, weather, road conditions, mechanical breakdowns or any other unforeseen reasons beyond the control of COMPANY, can influence the duration of a tour. Although delays are rare, considering some Eclipse program touring conditions, the policy in such an event is to provide free of charge, the vehicle, all camping equipment and crew services. Personal expenses, meals, alternative accommodation and all resulting costs, including the cost of flying home, are to be borne by the PASSENGER. We strongly recommend that passengers take out travel insurance..
- 21. The airlines concerned are not to be held responsible for any act, omission or even during the time the passengers are not on board their plane or conveyances. The passenger's tickets in use by the airline or by

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- 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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Eclipse-City Management April 2007

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