



OMAN WORLD TOURISM L.L.C.

عالم عمان للسياحة ش.م.م.

TERMS & CONDITIONS

PLEASE READ THE FOLLOWING CAREFULLY:

Please note that the terms and conditions of your booking can vary dependent upon the options that you have selected. In the following '**terms & conditions**', the term '**Company**' refers to **Oman World Tourism L.L.C (OWT)**, and the term '**Customer**' refers to the signatory on these booking conditions, signed at the time of payment. The '**terms & conditions**' apply to **all bookings** accepted by the '**Company**' and cannot be varied by any of its employees. The '**Customers**' travel agent, tour operator has a duty and responsibility to ensure that the '**Customer**' is fully aware of these '**terms and conditions**' prior to making any booking or payment. These booking conditions apply to any booking with up to ten '**Customers**' on the same booking reference. For eleven or more please refer to the '**Company**' for updated '**terms & conditions**' regarding the booking.

WHERE TO BOOK:

The '**Customer**' can book by telephone, fax or email directly with the '**Company**' or by utilizing the online booking engine on www.kiteboarding-oman.com . The '**Customer**' can book by contacting a reliable tour operator outside Oman that is licensed to sell the '**Company's**' product & services.

PAYMENT:

For Bookings made 21 days or more prior to arrival date:

25% of the total package price should be paid by the '**Customer**' as a **deposit** in order to process the booking and secure services. The remaining balance must be paid in full 21 days **prior** to the arrival date in Oman. If any due payment is not received from the '**Customer**' within these deadlines, the '**Company**' reserves the right to treat the booking as a **cancellation** by the '**Customer**'.

For Bookings made between 20 to 16 days prior to arrival date:

50% of the total package price should be paid by the '**Customer**' as a **deposit** in order to process the booking and secure services. The remaining balance must be paid by the '**Customer**' **in full** once full services are confirmed. If due payment is not received within these deadlines, the '**Company**' reserves the right to treat the booking as a **cancellation** by the '**Customer**'.

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For Bookings made 15 days or less prior to arrival date:

Full payment is required in order for the '**Company**' to process the booking. No action will be taken or confirmation given until full payment is received.

Should any cancellations or non-availability be imposed by the '**Company**' at any stage in the process, **a full refund, including any deposit paid** will be returned to the '**Customer**'.

PRICING STRUCTURE:

At the point of the '**Customer**' making a booking for a holiday or service related product, the '**Customer**' will be notified by the '**Company**' regarding the price of the holiday or service related product and the amount to be deposited by the '**Customer**' to the '**Company**' for the non-refundable deposit as previously stated in these '**terms & conditions**'.

PLEASE NOTE:

The '**Company**' holds the right to change prices without prior notice to the '**Customer**'. Should a booking be confirmed through deposit the '**Company**' will honour the price quoted to the '**Customer**'.

All of the '**Company's**' prices are based on a "per-person" or "per-service" basis and will be indicated clearly to the '**Customer**' and include all services indicated in the itinerary issued by the '**Company**' for any enquiry.

CHILDREN & 3rd SHARING:

Children and 3rd adult polices requested by the '**Customer**' vary according to each supplier or hotels' individual policy, and will be advised at the time of enquiry and in the itinerary the '**Company**' issues in relation to any enquiry.

AVILABILITY:

All prices, services and facilities are subject to availability and/or change. Accommodation availability on arrival and departure in destination is based on international guidelines but is not guaranteed by the '**Company**'.

Check-in: 14:00 **Check-out:** 11:00.

SPECIAL REQUESTS:

Should any '**Customer**' have a special request, these should be stated at the time of enquiry to the '**Company**'. While the '**Company**' will take every effort to ensure such arrangements, the '**Company**' cannot guarantee these requests. In many cases these requests are on a "**subject to availability**" basis only.

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ALLERGIES:

It is for the onus of the '**Customer**' to make aware to the '**Company**' any food related or other allergies suffered by the '**Customer**'. The '**Company**' will take every effort to ensure that these allergies are taken into account when providing meals and services, but the '**Company**' cannot and will not be held responsible for any death or illness arising from these allergies at any point.

CANCELLATIONS AND NO SHOWS:*

Cancellation fees will be charged as follows:

30 days or more prior to arrival date: USD25.00 (fixed amount)

29-21 days prior to arrival date: 50% of total holiday cost.

20 days or less, including No Show: 100% of total holiday cost.

In the case of unused services, no refund is applicable.

The '**Company**' recommends that the '**Customer**' purchases a valid insurance policy to cover the '**Customer**' for any such possibility listed above.

PLEASE NOTE:

- ❖ Some suppliers impose stricter cancellation charges than this. In such cases, the '**Customer**' will be advised in writing, by the '**Company**' at the time the '**Company**' issues the '**Customer**' with a confirmed itinerary, of these specific charges.

AMENDMENTS BY CUSTOMERS:

Amendments (should be with no further liabilities upon the '**Company**' and subject to availability) to a booking can be made up to and including 21 days prior to the '**Customers**' arrival date, without charge for the amendment. All other amendments will be considered as a cancellation, and normal cancellation charges as stated above will apply.

AMENDMENTS BY THE COMPANY:

In the event of the '**Customers**' chosen property, tour...etc being unable to provide the services confirmed to you by the '**Company**', the '**Company**' will do their utmost to arrange alternative services of a similar standard. However, if the alternative services cannot be arranged by the '**Company**', the '**Customer**' is entitled to cancel the holiday and the '**Company**' will refund all monies paid for the unused service.

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CIRCUMSTANCES BEYOND OUR CONTROL:

In the unlikely event of changes to the **'Customers'** holiday arrangements due to circumstances outside of our reasonable control such as strikes, lock-outs, or other industrial action, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, impossibility of the use of any means of public or private transportation or any action of any government or regulatory body, accident, breakdown of paint or machinery, fire, flood or storm, other adverse weather conditions affecting any airport, port or any other transport link, embarkation or disembarkation point and their operation, flight delays, other matters affecting air traffic control (including failure of equipment, systems and software), siege, acts of terrorism, police or security alerts or precautionary measures taken, the **'Company'** will not accept any liability on the above points under this condition.

THIRD PARTY CONDITIONS:

The **'Company'** is not itself a provider of accommodation, ground services or tours nor does it control the third parties who provide such services in connection with the **'Customers'** holiday. Some of the third party conditions seek to exclude or limit liability of the third party concerned (for instance, the liability of airlines for personal injury (including death) or loss or damage to property and baggage is usually limited by conditions contained within the airlines ticket and conditions of carriage (and/or) by operation of the applicable law).

BROCHURE ACCURACY:

The **'Company'** carefully checks all aspects of the information contained within the **'Company's'** colour brochures and all other literature. The **'Company'** believes that those brochures and/or literature are correct, to the best of our knowledge, at the time of going to print. However, facilities available within hotels, flight times and excursions may vary due to demand, religious events and seasonal variations. Such changes are beyond the control of the **'Company'** and the **'Company'** accepts no liability for their occurrence.

INSURANCE:

As this is not the responsibility of the **'Company'**, the **'Company'** highly recommends that travel insurance cover is obtained by the **'Customer'** directly with the **'Customers'** insurance agency or broker.

COMPLAINTS:

If the **'Customer'** has cause to complain, it is on the onus of the **'Customer'** to do so when and with whom the **'Customer'** experiences the problem. The **'Company's'** suppliers will do their utmost to resolve any issues at the time they occur. For unsolved complaints, please write to the issuing office. Complaints should be received within 6 weeks of your return date and should include the lead name on the booking and dates of travel/ service.

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Kiteboarding trips and courses:

The '**Customer**' is required to be the minimum age of 14 at the time of booking the trip and or course with the '**Company**'. The '**Customer**' is also required to be able to swim for 15 (fifteen) minutes unaided in open water.

Kiteboarding is an Extreme Sport and can cause dangerous injuries and even death. It is with this in mind that the '**Company**' states the following prerequisites prior to the '**Customer**' partaking in any trip, tour or course with the '**Company**'.

- The '**Customer**' is required to follow all instructions given by the Kiteboarding instructors at all times. Failure to do so shall be taken as negligence on behalf of the '**Customer**'.
- The '**Customer**' is not allowed to practice alone at any stage while under the briefing or instruction of the Kiteboarding instructor.
- The '**Customer**' shall follow all directives and schedules decided upon by the '**Company**' or any of its employees to ensure smooth proceedings and quality of instruction or trip/tour for all participants.
- The '**Company**' does not and will not accept any liability for damages to material and or persons that might be inflicted on '**Customers**' or third parties during the duration of instruction or at any subsequent time be it before or after the course, trip/tour as laid out in these Terms and Conditions. This includes death.
- If the '**Customer**' is not able to complete a course offered by the '**Company**' during the allotted time because of wind and or weather conditions, the '**Customer**' shall receive a voucher for the rest of the course time.
- If the '**Customer**' is not able to complete a course and or trip/tour due to personal issues arising during allotted time, the '**Company**' shall not and will not be held liable for any refunds and or vouchers to the '**Customer**'.

ADDITIONAL INFORMATION:

All rates and special offers are subject to change without prior notice. Availability and the above conditions are also subject to change. All suppliers reserve the right to close, change or suspend facilities/ offers without notice. Some facilities, such as leisure facilities may incur additional charges payable locally by the '**Customer**'.

The aforementioned '**Terms & Conditions**' are in effect as of the 22nd August 2007 until such time as the '**Company**' decides to change these '**Terms & Conditions**'.

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