

The nature of trekking in remote areas comes with inherent risks and demands responsibility on both the side of the company and the customer. When booking a trek with Trek Tajikistan, you conform yourself to the conditions set forth in this overview. The conditions establish the responsibilities and rights of you, the customer, and us, Trek Tajikistan. The booking conditions are kept brief to provide clear expectations of the conditions before, during and after the trek. Please carefully read the Booking Conditions before booking a trek.

## Booking procedure

A booking request can be made directly via the booking form on the website or via email. After confirming the availability of a trek, the requested period is reserved for you. You, the customer, then have to pay a non-refundable deposit of 15% of the total amount to confirm the booking and establish a binding contract. We require the deposit to be paid within one week, otherwise the period becomes available again for other customers to book (until the deposit payment is still transferred after all). Cancelling the booking leads to a loss of the deposit. The deposit can be paid online by credit card or through a direct bank transfer.

The remaining amount is to be paid at any moment before the start of the trek. Payment can even be fulfilled in Tajikistan in cash (EUR or SOM). The trek can only start when the full payment is received. After the start of the trek, no refund can be claimed for any unused part of the services. Prices of your trek apply at the time of booking and cannot be increased by the company at a later stage after booking. Advertised prices are in EURO and inclusive of applicable taxes. We reserve the right to decrease the advertised prices without prior notice at any time after you booked without you holding the right to claim the reduced price.

## Trek cancellation

Unforeseen circumstances (force majeure) could in rare cases lead to the cancellation or alteration of (part of) the trek itinerary. Force majeure circumstances are situations beyond our control in which the safety cannot be guaranteed and include, but are not limited to, natural disasters, governmental restrictions, unavailability of qualified guides due to sudden illness/decease, terrorism or civil/political instability. We take care in always assuring full safety of the treks and inform you directly in case of a force majeure circumstance. When your trek is cancelled, and you hold the right for a direct refund of any money already transferred. We will not pay any additional compensation on top of refunding the payments that we already received. Note that a small group size is not a criterium for a trek to be cancelled, as treks are mostly with private groups anyway.

## Responsibility of the company

### Safety during the trek

The company takes care in providing the conditions for conducting a safe trekking expedition. You acknowledge that unforeseen circumstances during a trek could lead to certain parts of the itinerary to be changed or not be skipped to ensure your safety. The opinion of the guide is leading in the unlikely case that this occurs. Unforeseen circumstances during a trek may include adverse weather conditions, landslides, deteriorated road conditions or sudden local unrest. You have no right for financial compensation if the company is forced to change the itinerary due to factors outside of its control. Only if a trek has to be shortened by several days due to unforeseen circumstances, you can apply for a reasonable refund.

### Role of the guide

The company and the guide are fully and solely responsible for the logistical organization of the trek, including arranging all transport and accommodation. The food and (rented) equipment are arranged by the company and are ready at the departure date. The guide is always there to answer any of your questions and assist you whenever needed. The guide endeavours to always be fully adaptable to the needs of the group and offer the best possible experience.

We explicitly stress that the guide is a guide, and not a porter. The guides are in physical optimal shape and may take slightly more weight, but in general, the weight of the food, camping and cooking equipment shall be equally shared between the participants. Upon request, a donkey can be

arranged at extra cost in most of the Fann Mountains to carry part of the weight. The guide shows how to use all the equipment, but is not there to set up and break down the tents of all participants each day.

## Responsibility of the participant

### Responsible behaviour

Participants are ought to have due consideration for the nature and the local people. No damage to plant- or wildlife nor pollution of the environment are allowed. Waste is not left behind and camp sites are left behind in a proper state to minimize the environmental impact. Participants should behave responsibly as per the guide's instructions and not bring the safety of other group members in danger. People living along the trails and their belongings should be treated with due respect and consideration for the local culture and traditions. The equipment provided by the company should be treated with due care. The guide holds the authority to end a trek prematurely if any member of the group behaves neglectfully or carelessly. In case of a premature end of a trek due to irresponsible or abusive behaviour of a group member, the group members retain no right on a refund.

### Start of trek

Appropriate transport (flight tickets) and visas are to be arranged by the customer. We are not liable for any issues involving flight delays or problems with the issuance of a visa. Refer to our visa page for an overview of the requirements to enter Tajikistan. It is your responsibility to be in Tajikistan and ready to depart on the agreed starting date. The starting time of the treks is usually in the morning, but can flexibly be adapted to your desires, in relation to your flight arrival for example, after consultation with us. You are responsible to clearly indicate your desired pick-up location and time. If you fail to show up on the agreed place and time, the company holds the right to cancel the trek without refunding money.

### Physical preparation

The treks take place in some of the most remote areas on Earth. Trekking in the mountains is highly demanding and may come with a certain degree of discomfort and physical challenges. Giving up and stopping along the way is not always possible for some treks. You are responsible for your physical shape as per the difficulty grade of the trek. Always refer to our grading system before booking a trek. We impose no a priori age limitations to participants. You should also recognize the possibility that adverse weather conditions and low temperatures at high altitudes may seriously compromise your personal comfort during your trek. The company cannot be held accountable for discomfort or delays, and associated financial expenses, caused by an insufficient fitness level. Whenever a rescue operation or route change is necessary due to your physical shortcomings, the additional expenses that may be incurred are to be borne by the customer.

## Waiver of liability

Trekking in the wilderness comes inherently with dangers and risk. You are far away from hospitals and expert medical assistance. Communication with the outside world is often limited, and in many cases, it can take several days to reach the nearest hospital after a medical emergency arises. For this reason, it is of great importance that you inform us of any pre-existing medical conditions that you may have, so we can give a tailor-made advise and take reasonable precautionary measures, if necessary. However, this is your own responsibility and we do not ask for medical documents or clearance. We are in no way responsible for injuries, illness or death caused by your own actions or factors outside human control. By participating in a trek with Trek Tajikistan, you accept that you and anyone on your behalf waive all your legal rights to make any claims or hold us liable for any injuries, expenses and damages that may arise during the trek conducted by us. Possible injuries can result from, for example, falling when walking on rough trails, rockfall, or traffic incidents. You understand and accept that you participate in the trek voluntarily and at your own risk.

The mountain guide is unconditionally there for assistance in case of trouble within the reasonable limits of his possibilities, but cannot be held responsible for any physical or material damages. We highly recommend having appropriate travel and medical insurances.

For more information or clarification on our service conditions, contact us via e-mail: [contact@trektajikistan.com](mailto:contact@trektajikistan.com)