

Trekking in remote areas comes with risks and asks for responsibility on both the side of the company and the customer. When booking a trek with Trek Tajikistan, you conform yourself to the conditions explained 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 on the conditions before, during and after the trek. Please carefully read the Booking Conditions before booking a trek.

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## 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 then have to pay a non-re-fundable deposit of 15% of the total amount to fully secure the booking. We require the deposit to be paid within one week, otherwise the period becomes available again for other customers to book. The deposit can be paid online by credit card or a direct bank transfer. Cancelling the booking leads to a loss of the deposit.

The remaining amount is to be paid at any moment before the start of the trek. Payment of this remaining amount can be fulfilled by credit card or a direct bank transfer, or alternatively in cash after arrival in Tajikistan (EUR, USD or TJS). The trek can only start when the full payment is made. After the start of the trek, no refund can be claimed for any unused part of the services. Advertised prices are in EURO and inclusive of applicable taxes. Prices of your trek apply at the time of booking and cannot be changed at a later stage after booking. 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.

## Force majeure

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, terrorism or civil/political instability. Note that small group size is not a valid reason for a trek to be cancelled. We aim at assuring full safety of the treks and inform you directly in case of a force majeure circumstance.

When your trek is completely cancelled and cannot be started, you hold the right for a refund of the money already transferred minus any payment processing fees. We will not pay any additional compensation on top of refunding the payments that we already received.

## Responsibility of the company

### *Safety during the trek*

Trek Tajikistan takes care to provide the conditions for conducting a safe trekking expedition. You acknowledge that unforeseen circumstances during a trek could lead to certain parts of the itinerary being changed or skipped to ensure your safety. The opinion of the guide is leading in this. Unforeseen circumstances during a trek may include adverse weather conditions, landslides, deteriorated road conditions or sudden local unrest. You hold no right for financial compensation if we are forced to change the itinerary due to factors outside of our control. Only if an itinerary has to be shortened by several days due to unforeseen circumstances, you may apply for a reasonable refund.

### *Role of the guide*

The (head) guide is fully responsible for the logistical execution 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 can adapt to the needs of the group to offer the best possible experience.

In case no baggage transport is booked, 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 when trekking without organized baggage transport.

The guide demonstrates how to use the equipment, but is not there to pitch and pack the tents of all participants. A dedicated camp service should be explicitly booked for this, if available for your itinerary.

## Responsibility of the participant

### *Responsible behavior*

Participants are expected 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 according to 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 a member of the group behaves neglectfully or carelessly. There is no right on a refund in case of a premature end of a trek due to irresponsible or abusive behavior of a group member.

### *Start of trek*

Entry into Tajikistan (e.g. flight tickets), visas and the GBAO permit (for trips to the Pamir Mountains) 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. Any permits other than the GBAO permit are arranged by us and included in the trek price.

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. Only for private treks, the starting time may be delayed to your desires after booking, in relation to a delayed flight 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 for a group departure, we hold the right to depart without you and without refunding money. If you cancel the trip yourself last-minute (i.e. less than three weeks before departure), you may ask for a refund of 60% of the total amount minus any payment processing fees.

### ***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. 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. You should also recognize the possibility that adverse weather conditions and low temperatures at high altitudes may seriously compromise your personal comfort during the trek. We 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, any additional expenses incurred are to be paid by the customer.

### **Waiver of liability**

Trekking in the wilderness comes inherently with dangers and risks. You will be 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 following a medical emergency. 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. 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 a trek conducted by us. Possible injuries can result from, for example, falling when walking on rough trails, rockfall, avalanches, or traffic incidents. You understand and accept that you participate in the trek voluntarily and at your own risk.

The mountain guide is always there for assistance in case of trouble within the reasonable limits of his possibilities, but cannot be held responsible for any physical or material damage. We highly recommend having appropriate travel and medical insurances. For more information or clarification on our service conditions, you can contact us via e-mail: [contact@trektajikistan.com](mailto:contact@trektajikistan.com)