

TOUR TERMS & CONDITIONS

1. Your Contract

Your contract is with Mogzauri+ Ltd (Company N° 205222454), a tour operator, trading as Mogzauri Rent and herein after referred to as "the Company" or "we". "You", the client, are subject to the following conditions:

2. Deposits & Booking Procedure

To secure a booking, the company or their agent requires a completed booking form and a deposit of 250 GEL per person for 2-4 day tours and 600 GEL per person for 5+ day tour. 1 day tours do not require deposit. Bookings can be made by telephone or by email on the understanding that the client has signed the declaration on the form and read and accepted the booking conditions. Following payment of your deposit, by bank transfer, credit card, you will normally receive a confirmation message within 72 hours. After this point the deposit is non-refundable and non-transferable and a contract exists. The final balance is due not later than 6 weeks before the start of the tour. In the case of some hotels and services, a more substantial deposit may be required but you will be advised of this at point of sale.

3. Acceptance

The Company reserves the right to refuse bookings from any prospective clients that are deemed unsuitable.

4. Final Payments

Final payment is due not less than 6 weeks before the start of your trip. If your booking is made fewer than 6 weeks before departure, then the full balance is due at the time of booking. Payments not made accordingly will be treated as cancellations, and will be subject to cancellation conditions (see paragraph 6).

5. Changes Made by the Client

If you wish to change your booking we will try to be as accommodating as possible. However, changes made within 6 weeks of departure may be treated as a cancellation as we ourselves may be subject to cancellation charges with pre-arranged tourist services such as hotels.

6. Cancellations by the Client

If you wish to cancel your holiday we must receive confirmation of this in writing, by email or by fax. Cancellations by the client are subject to the following charges: – 42 days or more before departure; Loss of deposit. – between 41 and 30 days before departure ; Penalty of 60% of tour price. – 29 days or less before departure; Penalty of 100% of tour price. – If cancellation is made less than 42 days before departure and full payment has not yet been made, cancellation conditions apply as above and outstanding monies are due immediately. – It is therefore recommended that clients' insurance policies offer adequate cover in the event of cancellation.

7. Cancellations or Alterations by the Company

The Company reserves the right to cancel any of the tours if the published minimum group size is not reached, in which case we will advise you no less than 28 days before departure and will try to arrange to put you onto another tour, or, alternatively, offer you a full refund. We accept no liability for compensation beyond this refund. We may be forced to cancel your tour for reasons beyond our control or "force majeure". This we define as war or threat of war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, natural disaster, bad weather, or similar circumstances beyond our control. We reserve the right to make changes to your published tour itinerary either prior to departure or during your trip. The nature of adventure travel means that occasional changes (for instance as a result of adverse weather conditions) may be necessary, with the group's safety a priority.

8. Flight Arrangements

As your flight arrangements will be made independently, the Company accepts no liability for this portion of your holiday. We only accept liability for the elements of the trip that we are contracted to supply.

9. Prices

EXCHANGE RATES

The prices of these holidays are based on exchange rates of \$1 = 2.4 GEL. The price of a tour may be varied at any time before we have accepted your booking.

SURCHARGES

We will not vary the price of your holiday less than 30 days before your departure date, but if variation occurs before that time as a result of exchange rate fluctuation, government action or increased fuel costs we will absorb or retain an amount up to the first 2% of your invoiced holiday cost. If we impose a surcharge of greater than 10% you have the right to cancel your holiday and receive a full refund.

10. Jurisdiction

All matters concerning the booking shall be subject to the laws and regulations of The Republic of Georgia.

11. Insurance

It is compulsory that every client is adequately insured against personal accident and medical expenses. It is your responsibility to check that any adventure sports to be undertaken in your trip are covered by your policy. We must receive a copy of your insurance policy certificate for our records.

12. Passports & Visas

It is your responsibility to ensure you have correct and valid documentation to enter The Republic of Georgia. At time of writing, British, American, Canadian, Australian, and Irish nationals do not require a visa to travel to Georgia, just a valid passport with at least six months validity on it. Similar rules apply to most EC countries. However, it is your responsibility to double check the latest information with the relevant Consulate well in advance of your holiday. All other nationalities may require a visa in advance, so please make the necessary enquires as early as possible.

13. Your Responsibilities

Your booking is accepted on your understanding of the risks and hazards of adventure travel, including the dangers inherent in remote trekking, mountain biking, ski touring and any other activities included in our tours. Your booking is accepted on your understanding of the potential for delays and alterations due to factors beyond our control, which may cause inconvenience or discomfort. On our tours it is necessary that you abide by the authority of the leader. On signing our booking form you have understood this, and therefore during a tour if your behaviour is detrimental to the safety and welfare of the group as a whole the tour leader reserves the right to ask you to leave the tour without the right to a refund. There is a natural need to be flexible in tours of this nature. The day to day agenda and ultimate objective of the trips is taken as an aim and not as a contractual obligation. It is a fundamental condition of joining our tour that you accept this flexibility, and acknowledge that delays and alterations and their subsequent effects, such as inconvenience, discomfort, or disappointment, are possible. Our responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time for whatever reason, we will not be responsible for any additional expenses incurred by you to meet up with the group. It is your responsibility to carry the correct documentation (passport etc) and it is your responsibility to look after your personal property during your holiday. We accept no responsibility or contingent liability for theft from hotel rooms or safes.