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GENERAL TERM AND CONDITIONS

- Please read the Terms and Conditions carefully as they apply to your use of the internet site www.visitkarakol.com by using and booking services thorough the site you agree to be bound by the Terms and Conditions.
- We may revise the Terms and Conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

TOUR BOOKING APPLICATION

- The terms and conditions contained in this document shall apply to the tour booking concluded between the Green Tree Ltd, further Visit Karakol and the Client, as more fully described in the tour dossier provided to the Client on confirmation of the booking.

GOVERNING LAW

- If any dispute arises in relation to the agreement between you, as Client, and the Visit Karakol, Visit Karakol will make all the best to solve dispute between Client and Visit Karakol, in case of impossibility of dispute settlement between parts, the laws of Kyrgyz Republic will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Kyrgyz Republic, and waive any right that you may have to object to an action being brought in those courts.

BOOKINGS

- Any amendments to, or cancellation of, a booking shall be subject to the following terms and conditions.
- Please note that for single clients, the Single Supplement is compulsory on all accommodated tours.
- All tours have own specific notes and requiring special gear or equipment, please read Notes and Equipment, prepare carefully all items which is need for tour or services which you booked.
- All individual tours will be arranged any dates of tour's period after agreeing with booking manager
- Fixed tours are guaranteed to depart once they have minimum group size indicated in each tour. In case minimum group size is not met, Visit Karakol reserves the right to cancel the trip until 30 days before starting date. In that case we endeavor to offer you a choice between an alternative trip, and

a cost-covering surcharge to operate the tour with less than minimum amount of participants. You are entitled for refund of the entire tour price previously paid to us. All other claims are barred.

TOUR PRICE AND PAYMENT

- While Visit Karakol has utilized and endeavors to ensure the accuracy of the tour price, such price is subject to change as a result of factors beyond the Company's reasonable control. In such an event the Company shall utilize its best efforts to notify clients of any such change as soon as possible or offer alternative option.
- The tour price and Activity Package include only those services/items included as per the itinerary and the tour dossier. The Client shall be responsible and pay for any additional items, which is not included to package, as required by the Guide or Company from time to time. Such payment is made either directly to a third party service provider or to the Guide or Company for settlement with a third party service provider.
- If you decide to book your tour program, we require you to pay from 20 to 100 percent of the total cost. On receipt of your deposit, we will send you confirmation of your booking with your program and details of the payment. The booking will not be accepted until the deposit is received.

DEPOSITS AND INVOICING

- A booking is considered confirmed when the Company sends written confirmation to the Client confirming the booking. Invoices with 20 - 100% payment is required to confirm your booking.
- The sum of prepayment is calculated individually depend from tour or service and period.

COST OF MAKING CHANGES TO THE HOLIDAY

- The Tour Operating Agent or Client should be aware that if a Client wishes to transfer from one tour to another, outside the 30-days prior to departure period, no fee applies.
- Changing the date of an individual tour, within 30 days of departure, is it can be a subject to a fee of 15% of the tour price.
- In the event that the client joins the tour after the departure date, or leaves before the completion thereof for any reason whatsoever, the Client shall not entitled to any refunds or debates whatsoever from the Visit Karakol.

CANCELLATION CONDITIONS

- Once a partial or full payment has been made, cancellations will only be accepted in writing (by e-mail). Cancellation terms will be applied based on the date that the e-mail cancellation is received and based on the following dates prior to departure:

Tour Packages or Individual Bookings:

Up to 40 days prior to departure: \$100 p.p.
40 to 31 days prior to departure: 20% of total cost
30 to 20 days prior to departure: 30% of total cost
19 to 7 days prior to departure: 50% of total cost
7 days or less prior to departure: 100% of total cost

- **Special Events & Products**

Deposit, Final Payment, and Cancellation penalties may differ for special events, select hotels and tour packages. You will be advised at the time of booking per your invoice.

- **Cancellation of Individual Groups:** Please refer to the cancellation conditions on the individual quotation contract.
- Cancellation of a scheduled tour booking must be made in writing and is not effective until such written cancellation is received and acknowledged by Visit Karakol.
- The Company reserves the right, at any time with significant reason, to cancel the tour with notice to the client. In such event, the Company shall refund the sum of prepayment or payment which was made by client. The refund of the tour price shall be the Company's sole responsibility to the client, and no claim for any damages, howsoever arising, shall accrue against the Company by reason of a cancellation of the tour.

COMPLAINTS

- In the highly unlikely event that you may wish to make a formal complaint against Visit Karakol, Please inform the Company's Tour Guide /Representative at the time. If the matter cannot be resolved immediately or during your trip after the Tour Guide / Representative's best endeavors to do so, your complaint should be made in writing to Company as soon as is reasonably possible after the holiday, but within 30 days thereof so that your complaint can be investigated. The Company will not consider any claims after the 30-day period. You will be assured of respect and courtesy whilst your complaint is being dealt with.

PASSPORTS, VISAS AND OTHER TRAVEL PAPERS

- It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations and any other required documentation are all in order for the country to be visited during the tour.
- The Company shall not be held liable for any consequences, damages or claims if the Client does not correctly attend to the client's documentation and related matters as contemplated herein.

INSURANCE

- Travel insurance is NOT included. We recommend that clients have their own travel insurance against illness, injury, loss/damage to personal belongings and not being able to travel on the confirmed departure date. In case of emergency our staff will make all the best to delivery you to hospital or other point and solve your problem, insurance will cover your charges, if you don't have insurance, you will be required to cover charges by yourself.
- The Client acknowledges that the travel insurance must include comprehensive medical insurance including provision for air evacuation (needs for some tours or destinations), and that the Company shall not be liable for any consequences, damages or loss as a result of the client failing to have the necessary coverage.

HEALTH

- The client understands that participation in the tour requires a measure of physical fitness and health. It is the client's obligation to ensure that he or she is medically fit to embark on the tour. Some tours with high physical loads, details of loads you will be able to find in details of tour.
- Clients over the age of 50 take responsibility that they are fit enough to travel.

CONTACT INFORMATION

- Clients are responsible to ensure that Visit Karakol has the correctly spelled name, address, phone number and email to contact with relatives or contact person in case of emergency. Names printed on the invoice must exactly match the first and last name written in their passport. Visit Karakol will not be responsible for Clients who do not receive documents due to inaccurate information.

RELEASE FORM

- Adventure travel carries a higher than normal risk and a signed release will be required from all participants before tour departure. This is signed on the first day of departure on each separate touring module if part of a larger package.
- Individual travellers who is requiring only permits to get to border zones carry all responsibility by themselves and they need to fill up the form, when they will take original of permits in our office or offices of our partners.
- You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

AUTHORITY ON TOURS

- The Client must at all times comply with the laws, customs and foreign exchange regulations of the country during the tour.
- The Client must at all times respect traditions and religion of local people.
- In addition, the Client acknowledges that any disruptive, dangerous or potentially dangerous behavior during the tour shall not be tolerated. The Company, and its employees, representatives, agents and/or contractors being so authorized, reserves the right to exclude the Client from the tour at any point therein in such circumstances.
- The Company shall not be liable for any costs and/or expenses for the client resulting from exclusion as aforesaid, and the client shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.

FORCE MAJEURE

- Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Visit Karakol ("Force Majeure") may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences which may arise as a result of these. Visit Karakol will make all possibilities to solve that issue in shortest time.

TRAVEL DOCUMENTS

- On booking, the Client shall be issued the Company's tour dossier and pre-departure information documents. It is the responsibility of the client to read and understand these documents before travelling.

INDEMNIFICATION AND LIABILITY EXCLUSION

- The Client accepts that the tour is of an adventurous nature, high altitude and involves an element of personal risk.
- The Company and its respective directors, officers, employees, representatives and agents shall not be liable for any loss or damage of any nature howsoever arising (including, but not limited to, the Client's or any other person's injury or death, or any loss of or damage to the client's or any other person's property) which the Client or any such other person may incur or suffer as a result of or arising from the Client's participation in the tour and any other activities undertaken on or during the tour. The Client irrevocably and forever releases and discharges the Company and its respective directors, officers, employees, representatives and agents from any and all such liability.
- The Client furthermore indemnifies and holds harmless the Company and its respective directors, officers, employees, representatives and agents from and against any and all losses, damages,

actions, proceedings, claims, demands, legal and other costs and expenses (including legal costs of an attorney) of any nature howsoever arising (including, but not limited to, the Client's or any other person's injury or death, or any loss of or damage to the Client's or any other person's property) which the Client or any such other person may incur or suffer as a result of or arising from the Client's participation in the tour and any other activities undertaken on or during the tour.

PRIVATE POLICY

- Any personal information that we collect about you may be used for any purpose associated with the operation of a tour.
- Producing and using promo materials made during the tour.
- To send you marketing material in relation to our events and special offers.
- The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the tour.

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