



## TERMS AND CONDITIONS

The following booking conditions form the basis of your contract with Murex Activities and Tours (“we”, “our” and “us”). The person booking will be henceforth referred to as “Applicant” or “You”

Please read them carefully as they set out our respective obligations and rights. By asking us (or a Hotel) to confirm your booking, we are entitled to assume that the applicant(s) have had the opportunity to read and have fully understood and agree to these terms and conditions.

These conditions only apply to the specific event arrangement(s) which the applicant book with us in Qatar and which we agree to make, provide or perform (as applicable) as part of our contract with the applicant(s). All references in these booking conditions to "trip", "booking", "contract" or "arrangements" mean the specific event arrangement(s) unless otherwise stated. References to "departure" mean the start date and time of these arrangements at the location stated on the booking form.

### **Booking your trip and payment details**

1. To make a **booking** please either (1) contact Murex Activities and Tours at [sharif.murexqatartours.com](mailto:sharif.murexqatartours.com) (2) follow the procedure shown on our website ([www.MurexQatarTours.com](http://www.MurexQatarTours.com)) or (3) ask a member of staff at the Hotel to assist with making a booking on your behalf. The booking form needs to be completed by the responsible person who is travelling (or representing the party). The completed booking form must then be sent to us together with the agreed payment to conclude the agreement.

Where the availability of your chosen event has been confirmed by Murex Activities and Tours, your booking will be treated as concluded and a contract between us will come into existence as soon as we receive your duly completed application form and agreed payment. Where an enquiry is made through our website without prior confirmation of availability, confirmation of availability will need to be issued by Murex Activities and Tours together with payment to conclude the agreement.

Please check your final agreement carefully upon receipt and contact us immediately if any information appears to be incorrect or incomplete.

**2. The price quoted** for any trip covers the cost of the planning, the organisation and carrying out of the trip, including any equipment, administration and qualified guides, except for the following, for which the applicant will be responsible: travel insurance, the cost of travel to and from the start / return point of your trip.

We reserve the right to make changes to and correct errors in quoted prices at any time before your trip is confirmed. We will advise the reason for any price changes (higher or lower) and seek your agreement to the revised price prior to concluding the agreement. Please note prices are sometimes subject to change due to circumstances beyond our control e.g new legislation, the imposition of local taxes, fuel surcharges etc.

**3. Travel insurance:** It is essential that the Applicant(s) have adequate and appropriate cover for your trip including any adventurous activities such as dune bashing. Note that our trips are all supervised. The insurance will need to cover the costs of medical expenses (including evacuation and repatriation). Please read your policy details carefully and take them with you on your trip. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

Murex Activities & Tours are registered and licensed under Qatar Tourist Authority and are in possession of personal accident insurance.

**4. Health:** the Applicant confirms at the time of booking that they are in good health, physically capable of undertaking all aspects of the trip, and are unaware of any reason why you may be unable to take part or may be likely to suffer illness or injury during the trip, taking into account its challenges and purposes. If you are unable to give this confirmation for any reason or have any medical condition or disability which may affect your trip, you must contact us before you book so that we can assist you in considering the suitability of the trip for you and or make specific provisions for you e.g less able access.

If any information given in the application form or medical questionnaire is shown to be materially incorrect or incomplete, we reserve the right to cancel your booking or terminate your participation in the trip, dependant on when we become aware of the true position. Under these circumstances, cancellation charges may apply and we will not be responsible for any costs or expenses incurred as a result.

**5. Special requests:** Please advise us of any special requests required prior to making your booking. Where possible, we will endeavour to meet, or arrange for our suppliers to meet any such reasonable request. Please ensure the nature of your special request is sufficiently detailed upon your booking form and confirmation has been received by Murex Activities and Tours that your circumstances can be accommodated within the booking arrangements.

**6. Cancellation of bookings** must be notified to us by letter or email by the applicant or party leader as soon as possible. Your notice of cancellation will only be effective when it is received in writing by us. If the notice is issued within four days of the event, it is at the absolute discretion of Murex Activities and Tours whether any refund will be offered.

7. Dependant upon **the reason for cancellation**, you may be able to reclaim any incurred cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims should be directed to your insurance company. Where a part cancellation of a booking affects the basis on which the event price was calculated, we reserve the right to recalculate and amend the booking price.

8. The Applicant may transfer their place on the tour to someone else (introduced by you) if you are prevented from travelling, providing we are notified more than 72 hours in advance. Murex Activities and Tours reserve the right to recover any additional administrative costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result of change of persons late special requests etc. Any sums must be paid before the transfer can be affected.

9. **The itinerary** is merely a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events beyond our control such as adverse weather, road conditions or any of those amounting to force majeure (see paragraph 11), or due to the operating conditions imposed by owners and operators of accommodation, facilities and transport. Your itinerary will, however, be the same in content as far as is reasonably possible, unless circumstances beyond our control make this impossible.

10. **Changes and cancellation by us:** As referred to above, we reserve the right to make changes to and/or correct errors in advertised and confirmed details and also cancel confirmed booking in the scenario that a minimum number of participants are required. In this unlikely event we will notify the applicants of cancellation as soon as we can.

Most changes to any event, if any, are minor. Occasionally, we have to make a "significant change". A significant change is a change usually made before departure which we can reasonably be expected to have a major effect on your trip. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- I. (for significant changes) accepting the changed arrangements; or
- II. purchasing an alternative trip from us, of a similar standard to that originally booked if available. We will offer you at least one alternative trip of equivalent or higher standard for which you will not be asked to pay any more than the price of the original trip. If this trip is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the trip we specifically offer you, you may choose any of our other then available trips but you must pay the applicable price of any such trip. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper; or
- III. cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

Please note, the above options are not available where any change made is a minor one.

Very rarely, we may be forced by "force majeure" (see paragraph 11) to change or terminate your trip after departure but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

11. In these booking conditions, "**force majeure**" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, weather actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, an act of God, and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure".

## **12. Our Liability to you**

We promise to make sure that the trip arrangements we have agreed to make, perform or provide as applicable as part of our contract with the applicant are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, your contracted trip arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, within your contracted trip arrangements.

Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- your act(s) and/or omission(s); or
- the act(s) and/or omission(s) of a third party not connected with the provision of your trip and which were unforeseeable or unavoidable; or
- 'force majeure' as defined in paragraph 11 above

Murex Activities and Tours cannot accept responsibility for any services which do not form part of our contract.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.

Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other default by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any consequential losses, including self-employed loss of earnings.

**13. Delay:** Please remember that it is your responsibility to ensure you arrive at the departure location for your chosen tour on time. If you are late the tour may have to proceed without you, and in that event, no refunds will be offered.

**14. Conditions of suppliers:** Suppliers, including transport operators, provide their services in accordance with their own terms and conditions. These terms may limit or exclude their liability to you in the event of death, personal injury, delay or loss / damage of personal possessions.

**15. Decisions of Murex Activities and Tours - behaviour and damage:** While the trip is in progress, all decisions are made by Murex Activities and Tours authorised guide to ensure your safety and enjoyment and must be complied with. The authorised guide may withdraw you from the trip at any time if they are of the reasonable opinion that your continued presence is prejudicing or is likely to prejudice the good order, discipline, safety or successful operation of the trip or the safety or wellbeing of any individual participant(s) or other third party or if you break any law or regulation of Qatar.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of the authorised tour guide, you behave in such a way as to cause or be likely to cause danger, upset or distress to our staff or to any third party or damage to property, we are entitled, without prior notice, to terminate your trip.

We or staff employed by Murex Activities and Tours are entitled to withdraw you from a trip in the above circumstances where the information provided on your application form or medical questionnaire proves to be materially inaccurate or incomplete. Where you are withdrawn, you will be required to leave the trip immediately and we will have no further responsibility towards you. No refunds will be made and we will not pay any expenses or costs incurred as a result of the withdrawal. You will in addition have to indemnify us against any loss or expense that may be incurred as a result of your actions.

You accept responsibility for reimbursement of the cost of any damage or loss caused by you. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

**16. Complaints.** In the unlikely event that you have any reason to complain or experience any problems with your trip, you must immediately inform your guide and our office. All notifications must be put in writing and given to the guide as soon as possible. If any complaint or problem is not resolved to your satisfaction by the guide, you must contact Murex Activities and Tours using the contact details we have provided you with during your trip, giving us full details of the complaint and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. You must write to us within 24 hours of the end of your trip giving your booking reference and full details of your complaint. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. Disputes or differences between the parties arising out of, or in connection with, any provision of this agreement or the termination of same shall be settled, if possible, amicably, in good faith and with sincerity. If amicable settlement cannot be reached, then the matter under dispute shall be settled by referral to the Qatar Chamber of Commerce and Industry.

17. This agreement shall be governed and construed in accordance with the Laws of the State of Qatar.