

# Azimuth Adventure Travel Ltd

## Terms & Conditions

### Preamble: Status and Collaboration with Nomadays

For your legal and financial peace of mind, Azimuth Adventure Travel Ltd has joined forces with Nomadays, its partner in France.

Nomadays is a tour operator licensed in France, which means you benefit from all the guarantees, insurance, and protections offered by French law before, during, and after your stay.

- Atout France registration number: IM034190008
- Financial guarantee: APST, 15 avenue Carnot - 75017 Paris
- Professional liability: HISCOX, contract number HA RCP0303866, coverage € 1,500,000

This alliance has been established in order to guarantee you, on the one hand, the organization of your trip without intermediaries and in complete freedom by Azimuth Adventure Travel Ltd and, on the other hand, to offer you payment security and contractual security as provided by any tourism company governed by French law.

As such, the quote is prepared by Azimuth Adventure Travel Ltd, as are the travel documents that will be in your possession. The invoice, registration form, and online payment for services are made under the name Nomadays, which is responsible for transferring the amounts due to Azimuth Adventure Travel Ltd.

### Special Terms and Conditions of Sale

These special terms and conditions of sale are intended to govern the relationship between Azimuth Adventure Travel Ltd, a company incorporated under Indonesian law and registered under numbers 120217901176 (Siret No.) and 503/000886.17.15/007.1/BPW/TDUP/2015 (License No.), represented by Mr. Dominique CLARISSE, whose registered office is located in Yogyakarta (Indonesia), Jl. Pandega Marta VI/4, Catur Tunggal 55281, telephone number +62-(0)274.560663, email contact@azimuth-travel.com (hereinafter “the Local Agency”), and the Customer (hereinafter “the Customer”).

**The Customer acknowledges having read these special terms and conditions of sale and the description of the chosen trip. Any purchase of a trip implies full and unconditional acceptance of these special terms and conditions of sale.**

## I. Quotes and Reservation

### I.1. Quotes and Types of Stays

The trips organized by the Local Agency are likely to be of two main types:

- Group tours on fixed dates (GITs)
- Private tours (customized tours or according to pre-established programs)

All of these products are referred to under the generic term “stays” in these special terms and conditions of sale.

Rates are calculated based on the specific characteristics of each stay, the activities and services provided. The rates indicated on the Local Agency's website are indicative and may be subject to change.

The final price is indicated in the quote sent by the Local Agency. The quote may have a validity date beyond which the advertised price is no longer guaranteed.

If the quote's validity period has expired, the Local Agency may, at the Customer's request, draw up a new quote.

## **I.2. Group Tours on Fixed Dates**

Groups are formed by the Local Agency as reservations are received.

They are composed of a minimum of three participants and a maximum of ten participants.

This maximum number cannot be exceeded unless all registered participants agree.

However, this maximum may be increased to eleven if the last reservation, when there are already nine registered participants, is for two people traveling together, without the consent of the other participants already registered.

Departures are guaranteed with a minimum of three participants.

If there are only two participants registered, the Local Agency undertakes to ensure departure subject to payment of a supplement, the amount of which varies depending on the tour and is indicated on its website, on the page relating to each trip.

If the two registered participants refuse this proposal, the Local Agency undertakes to offer them another trip from its own range with dates similar to the trip already booked; if necessary, the two participants may be referred to another travel agency.

## **I.3. Private Tours**

Customers who wish to travel exclusively with their friends or family and without other travelers can privatize a trip. Departure and return dates are freely set and the price depends on the number of participants. The different prices are indicated on the Local Agency's website on the page relating to each trip.

The privatized trip is flexible, services can be added or removed and the itinerary can be modified. The price may then be adjusted according to the changes made. In this case, the Local Agency will send a personalized quote to the customer.

The Local Agency undertakes not to add any additional participants to an exclusive group trip, unless the group expressly requests it.

In the event of cancellation by one or more members of the exclusive group, please refer to paragraph 4.2.

## **I.4. Description of Itineraries and Services**

The photos appearing on the Local Agency's website are intended to illustrate the descriptions of the landscapes that the Customer is likely to see during their stay. They do not constitute contractual commitments on the part of the Local Agency.

Travel times are given for information purposes only and do not constitute contractual commitments.

Some trips may include meetings with local people or even homestays. The Local Agency undertakes to do its utmost to ensure that these encounters take place in the best possible conditions, in particular, if the tour is guided, by working with guides who have good interpersonal skills and are able to facilitate exchanges between locals and customers, but does not guarantee the quality of each encounter from one family to another or from one day to another.

Similarly, it should be noted that the services provided by host families are not the same as those provided by a hotel. A family may have constraints (work, illness, etc.) that temporarily prevent them from welcoming customers in the best possible conditions.

## **I.5. Booking Procedure**

All registration requests must be made by email to the Local Agency or directly online via the Customer Area accessible from the Local Agency's website or our group's website [www.nomadays.com](http://www.nomadays.com).

To log in to the Customer Area, simply enter the username and password you created when you first logged in.

Registration is considered final once the online booking form has been completed and the deposit and/or balance has been received, depending on the date of registration. Depending on the services chosen and the regulations of the country, a photocopy of your passport may be requested by the Local Agency. If the photocopy of the passport is not sent within the time limit specified by the Local Agency, the latter cannot guarantee the proper performance of the services booked.

Once payment has been made, a confirmation email is sent to the Customer. It includes confirmation of payment and a downloadable electronic invoice.

A confirmation of receipt will be sent to the Customer electronically. In the event that the Customer does not receive the confirmation of receipt, the reservation will nevertheless be final upon receipt by the Local Agency.

# **II. Payment Terms**

## **II.1. Payment Schedule**

**Registration completed more than 30 days before the departure date**

The Customer must pay a deposit of 30% of the total amount of the services booked. In the event of booking a domestic flight or other ticket, the Local Agency may also ask the Customer to pay for the ticket in full in order to confirm the booking. The balance for the stay must be paid no later than 30 days before the start date of the stay.

### **Registration completed less than 30 days before the departure date**

The Customer must pay the full amount of the trip in a single payment.

In the event of non-payment within the specified time frame, the Local Agency reserves the right to cancel the services and apply the fees referred to in Article 4.2 below.

The Customer has the option of taking out insurance cover for the trip. The premium is payable upon registration.

## **II.2. Payment Methods**

Payments can be made:

- by credit card online, using the payment links provided on the electronic invoice
- by bank transfer to the Nomadays company account
- by bank transfer to the Azimuth Adventure Travel Ltd company account

The electronic invoice is updated each time a payment is received and can be viewed at any time in the Customer Area. It can also be downloaded and printed.

## **III. Preliminary recommendations for your stay**

### **III.1. Administrative and health formalities**

Before embarking on the trip, the Customer is invited to ensure that they are in compliance with police, customs, and health formalities (valid passport, possession of the required visa, authorization(s) for minors to leave the country, vaccination certificate, recommended vaccinations). It is strongly recommended that all information be verified with the relevant authorities. Neither Nomadays nor the Local Agency shall, under any circumstances, be held liable for the consequences of the Customer's failure to comply with police, customs, or health regulations, either prior to or during the trip.

### **III.2. Safety and Health Risks Information**

The Local Agency recommends consulting the country information sheet for the destination, published by the French Ministry of Foreign Affairs (MAE) on the website [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), under the heading "Travel Advice."

Please note that this information may change before the date of departure, so it is advisable to check it regularly. The Customer is also invited to regularly consult the information published by the competent authorities on the health risks involved in travel and to follow the recommendations and health measures to combat these risks, which are available on the websites [www.sante.gouv.fr](http://www.sante.gouv.fr) (French Ministry of Health and Sports) and [www.who.int/fr](http://www.who.int/fr) (World Health Organization).

### **III.3. Physical and psychological aptitudes**

The Customer must ensure that they are physically fit for the planned trip. The levels of difficulty and comfort are mentioned in the description and travel documents. It is important to be in good health and it is recommended that you consult a doctor. The Local Agency cannot be held responsible in the event of physical inadequacy revealed during the trip.

## **IV. Changes and cancellations at the Customer's request**

### **IV.1. Change in Travel Services**

Any change to the services after the registration form has been signed may be considered as a cancellation by the Customer, followed by a re-registration. Consequently, the Local Agency reserves the right to charge the fees referred to in Article 4.2.

Nevertheless, the Local Agency will do its best to limit the costs of changing the services.

Please note that these potential fees are not refundable under the cancellation insurance policy taken out.

### **IV.2. Cancellation Conditions and Fees**

In the event that the Customer is obliged to cancel the trip, he/she must inform the Local Agency and his/her insurer by any written means providing proof of receipt, as soon as the event giving rise to the cancellation occurs. The date of issue of the written notification will be taken as the date of cancellation for the purposes of invoicing cancellation fees. As a general rule, the insurance company will assess, on the basis of the documents provided directly by the Customer, the date of the event giving rise to the decision to cancel the trip in order to agree to reimburse the cancellation fees.

#### **Full Cancellation Fee Schedule:**

- more than 45 days before the departure date: 30% of the total price of the trip, including tax
- from 44 to 31 days before the departure date: 50% of the total price of the trip, including tax
- from 30 to 14 days before the departure date: 75% of the total price of the trip, including tax
- less than 13 days before the departure date: 100% of the total price of the trip, including tax

#### **Partial cancellation fee schedule, except in special cases:**

If a traveler registered for a private tour cancels their participation, but the tour continues for the other participants:

- For personal (non-shared) services: the above cancellation fee schedule will apply to the traveler who cancels.
- For shared services: 100% of the costs, regardless of the date of cancellation, will be charged to the participant who cancels their share of the shared services of the trip.

When several customers have registered for the same booking and one of them cancels their trip, the cancellation fees are deducted from the amounts collected for that booking, regardless of who made the payment.

### **Special Cases:**

- 100% cancellation fees may apply upon booking cruises and/or certain hotels.
- 100% cancellation fees may apply upon registration for certain travel services (excursions, cooking classes, etc.). The words “non-refundable service” will be specified on the travel quote where applicable.
- 100% cancellation fees apply for all domestic flights.

In the event of cancellation, for any reason whatsoever, expenses incurred by the Customer outside of the trip booked with the Local Agency, such as transportation costs to the departure point and return home (airline, train, or bus tickets), visa fees, travel documents, and vaccination costs, will not be refunded.

The provisions set out in the total cancellation fee schedule and the partial cancellation fee schedule may be combined with the provisions set out in the “Special Cases” section.

### **IV.3. Assignment of Contract**

In the event of transfer of the contract, the Customer is required to inform the Local Agency by email no later than 7 days before departure. This transfer is possible subject to the availability of air transport and the transferee's suitability. It may incur additional costs (particularly in the event of changes to airline tickets and personalized services), which will be invoiced to the designated transferee. In any event, the transferor and the transferee are jointly and severally liable for the payment of the price of the trip and any additional costs.

### **IV.4. Changes during the Trip at the Customer's Request**

Any changes to the program made at the Client's request can only be implemented after approval by the Local Agency. Any additional costs incurred as a result of these changes shall be borne by the Client and paid on site to the Local Agency.

### **IV.5. Trip Interruption**

Any trip interrupted by the Customer (for health or other reasons) does not entitle the Customer to any refund for unused services from the Local Agency. Any additional costs incurred as a result will not be covered by the Local Agency.

## **V. Changes and Cancellations by the Local Agency**

### **V.1. Cancellation by the Local Agency**

Events constituting force majeure (unforeseeable and insurmountable incidents or events such as wars, political unrest, strikes, riots, weather conditions, natural disasters, etc.) may result in the cancellation of the booked trip. In such cases, the Local Agency and/or Nomadays will send the customer an informational email. The Customer will then have the choice between a refund or a

transfer of the amount paid to another trip of their choice. However, the Customer will not be entitled to any compensation from the Local Agency or Nomadays.

## **V.2. Travel Modification**

Between the time of confirmation of registration and departure, changes to the program (dates, times, itinerary, supervision, accommodation, etc.) may occur due to organizational difficulties or safety issues. In such cases, the Local Agency will immediately inform the Customer of these changes by email. If this change affects an essential element, the Customer will then have the option of either terminating the contract or accepting the change proposed by the Local Agency.

During the trip, changes to the program (dates, times, itinerary, supervision, accommodation, etc.) may occur due to organizational difficulties or safety issues. In the event that replacement services can be offered by the Local Agency, any additional costs will be covered by the Local Agency. In the absence of replacement services, except in cases of force majeure, the Local Agency undertakes to reimburse the difference in price between the services planned and those actually provided.

The program for a day involving a domestic flight may be modified, even after the start of the trip, depending on the final flight schedule (delays or schedule changes are possible). The Local Agency cannot be held responsible for program changes related to a change in the domestic flight schedule or a delay.

## **V.3. Interventions by the Support Staff or by the Tour-Guides**

Traveling in a group invariably involves compromises to adapt to external circumstances, the goals of the trip, and the personalities and physical abilities of each individual. In this context, the Local Agency's expedition leaders and/or local guides may be required to make decisions in the general interest of the group which, necessarily, may not meet the expectations of some participants. The good faith of the guides with regard to this type of decision will never be questioned, and the Customer agrees not to hold the Local Agency liable for any decision taken by the guide in the general interest.

The Local Agency reserves the right not to accept or to remove any person participating in a trip if that person's behavior or physical condition prevents the trip from running smoothly or is detrimental to the safety, enjoyment, or interests of other members of the trip. Any person asked to leave a trip in progress for the reasons mentioned above will be responsible for the costs incurred by their departure from the trip and their return home, and no claims or requests for compensation will be considered by the Local Agency.

## **V.4. Travel Interruption**

Any trip may be interrupted at the guide's discretion for duly justified reasons (safety, health, etc.). In this case, unless the interruption is due to force majeure, the Local Agency undertakes to refund the difference in price between the services planned and those actually provided.

## **VI. Air Transport**

## **VI.1. Transportation Services**

The Local Agency does not sell international flights. The Customer is solely responsible for their own transportation to the destination. However, it is recommended that you consult the European list of banned airlines at [ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm) before booking tickets for your trip.

The Local Agency and Nomadays have also entered into a partnership with the company “La Bourse des vols” to help participants with their international flight reservations. The Local Agency will then be able to advise the Customer on the flight best suited to their stay. The flight will then be booked directly with La bourse des vols, and the customer will be subject to the general terms and conditions of sale of that company.

For greater flexibility, it is recommended that you purchase services that can be modified and/or refunded and allow sufficient time for transfers between airports/train stations.

In the event of force majeure, an unforeseeable and insurmountable event caused by a third party or by the Customer, it is recommended that you inform the Local Agency as soon as possible. Any changes to services and costs incurred as a result of these events will be borne by the Customer.

Domestic flights may be included in the trip. The Local Agency will inform the Customer at the time of registration of the identity of the airline(s) likely to operate these domestic flights.

In the event of a change after registration, the Local Agency will inform the Customer of any changes in the identity of the airline(s) as soon as it becomes aware of them before departure.

The Local Agency undertakes to ensure that all airlines used are approved by the competent administrative authorities.

## **VI.2. Terms and Conditions of Transport**

The general and specific conditions of carriage of airlines are available on their websites. In accordance with the Warsaw Convention, any airline may be required to change, without prior notice, flight schedules and/or itineraries, as well as departure and destination airports. If, in the event of changes made by the airline, particularly due to technical, climatic, or political incidents beyond Nomadays' control, delays or cancellations, or strikes outside the Local Agency's control, additional stopovers, changes of aircraft, routes, political or climatic events, the Customer decides to cancel their trip, the cancellation fees referred to in Article 4.2 above will be charged. The Local Agency will not reimburse any expenses (taxis, hotels, transport, meals, etc.) if the Customer is under the protection of the airline.

In the event of a delay in transportation or loss of baggage, denied boarding (overbooking), and/or flight cancellation by the airline, the Customer is advised to keep all original documents (tickets, boarding passes, baggage tags, etc.) and to request written proof from the airline in the event of denied boarding (overbooking) or flight cancellation.

The Customer shall send their claim to the airline as soon as possible, given the short deadlines imposed, with copies of supporting documents, and shall keep the originals.

## **VI.3. Changes to Transportation Services**



Any change to the first or last name after registration requiring the purchase of new airline tickets will result in a fee equal to the price of the new tickets.

The total price charged by the Local Agency may therefore differ from that shown on the quote, particularly in view of airfare adjustments (fuel surcharge adjustments, seat upgrades, or changes in travel class).

In the event of a change to the trip by the Customer resulting in changes to any domestic flights, the amount of the fees will be equal to the price of the new tickets.

## **VI.4. Reconfirmation**

Any reconfirmations of the return flight remain the sole responsibility of the Customer.

## **VII. Insurance**

### **VII.1. Travel Insurance Contract**

To participate in our trips, you must have insurance covering repatriation assistance and medical expenses abroad.

The Local Agency and Nomadays offer customers a specific insurance package for the trips offered. This package has been developed with CHAPKA ASSURANCES and AXA ASSISTANCE, and we encourage you to read the contract drawn up with our partner and strongly suggest that you take out this insurance.

To take out insurance and find out about the cover and rates, simply click on the following link: CAP EXPLORER and choose the package that best suits your needs:

- Explorer'Multirisque
- Explorer'Annulation
- Explorer'Assistance
- Explorer' Complémentaire Carte Bancaire

If you choose to take out one of these packages, the agreement detailing all the cover and the terms and conditions for making a claim are available on the insurer's website. The Customer is invited to read it carefully. It is their responsibility to contact the insurer personally before or during the trip in order to activate the insurance policy. Participants must therefore keep this agreement with them for the duration of their trip.

### **VII.2. Procedure for reporting and processing requests**

#### **VII.2.1. Request for medical assistance**

The Customer must contact Chapka Assurances for any medical assistance requests 24 hours a day, 7 days a week. Tel. from France 01 70 79 07 69 – Tel. from abroad +33. (0)+33 (0)1 70 79 07 69

Online: <https://www.chapkadirect.fr/sinistre>

#### **VII.2.2. Other Requests**

In the event of trip cancellation or any other incident covered by the travel insurance policy taken out (loss of luggage, etc.), the Customer is invited to file a claim online at the following address: <https://www.chapkadirect.fr/sinistre>

## **VIII. Minors**

Registration requests for minors must be signed by the father, mother, or legal guardian and bear the words “agreement of the father, mother, or guardian.”

Minors who are not traveling with their parents or guardians must, depending on the destination and in addition to the identity documents required for the trip, be in possession of a valid authorization to leave metropolitan France.

Finally, a telephone number and address must be provided so that the minor or guardian can be contacted directly.

For minors traveling with a parent, guardian, or other adult, it is the responsibility of the person in question to ensure that they are in possession of the necessary documents to allow the minor accompanying them to leave the country (national identity card or passport and, where applicable, authorization to leave the country).

## **IX. Price Revision Terms and Conditions**

The prices indicated in the quotes are based, in particular, on the following economic data:

- transport and fuel costs,
- fees and taxes related to the services included, such as landing, boarding, and disembarkation taxes at ports and airports,
- exchange rates used in calculating cost prices.

These economic data are taken into account on the date the brochure and/or quote is drawn up. In accordance with Articles L 211-12, R.211-8, and R.211-9 of the Tourism Code, the prices specified in the contract are subject to upward or downward revision to take into account changes in the cost of transport (fuel/energy), fees, taxes, and exchange rates. The Customer will be informed of any increase in the total price of the package no later than 20 days before departure. This increase will apply in full to the relevant part of the price. In the event of an increase in the sale price, customers who have already registered will be notified by registered letter with acknowledgment of receipt.

For any increase of more than 8%, the Customer will receive, on a durable medium, details of the price change, its impact on the package price, the choice available to them to accept or refuse within a reasonable period of time, and the consequences of not responding.

## **X. Liability**

The Local Agency cannot be held responsible for the consequences of the following events:

- Loss or theft of airline tickets (airlines do not issue duplicates).

- Failure to present or presentation of identity and/or health documents that are expired or have insufficient validity (identity card, passport, visas, vaccination certificate, etc.) or do not comply with the prescribed formalities at the customs or registration police station.
- Failure to check in (including late boarding).
- Unpredictable and insurmountable incidents or events caused by a third party outside the Local Agency, such as: wars, political unrest, orders from administrative authorities, strikes outside the Local Agency, technical incidents outside the Local Agency, airspace congestion, bad weather, delays (including delays in mail delivery services for the transmission of travel documents), breakdowns, loss or theft of luggage or other effects.
- Any delays or cancellations resulting from the above-mentioned circumstances, as well as any resulting changes to the itinerary, shall not give rise to any compensation whatsoever, in particular due to changes to the duration of the program initially planned or delays to connections. Any additional costs related to a disruption (taxes, hotel, parking, etc.) shall be borne by the Customer.
- The quality of infrastructure, telecommunications equipment, and medical evacuation services that the Customer may encounter during their stay.
- Level of medical treatment and services available locally, possible absence of a doctor or any person with medical skills, possible unavailability of certain medicines.

The Local Agency reserves the right to modify the dates, times, or itineraries planned in the event that the Customer's safety cannot be guaranteed.

## **XI. Data Protection**

Requests for information and registrations are processed electronically.

Certain information must be provided to the Local Agency when registering and/or requesting a quote. This information is clearly marked with an asterisk. If this information is not provided, requests cannot be processed. Other information requested is optional. Nomadays and the Local Agency wish to inform the Customer that in order to fulfill the travel service order, the Customer's data will be communicated to the Local Agency's partners, providers of the services booked (hotels, transport companies, etc.).

In addition, the Customer's data may be used for commercial prospecting purposes by sending promotional or commercial offers from the Local Agency and the Nomadays collective under the conditions provided for by law.

When browsing the Local Agency's website, temporary cookies are placed on the user's computer to enable them to view and place orders on the website. To disable them, please refer to the information specific to the browser used. Disabling cookies may prevent you from viewing the website.

### **Nomadays Customer Service**

10 Allée Jean Bringer

F34260 Le Bousquet d'Orb

[service.clientele@nomadays.com](mailto:service.clientele@nomadays.com)

## **XII. Claims**

As a direct consequence of our membership in the Nomadays collective of local agencies, any complaints regarding your trip must be addressed to Nomadays Customer Service by any means that provides proof of receipt, as soon as possible after your return, accompanied by all supporting documents.

By Post : Nomadays Customer Service  
10 Allée Jean Bringer  
F34260 Le Bousquet d'Orb

By email: [service.clientele@nomadays.com](mailto:service.clientele@nomadays.com)

After contacting Nomadays Customer Service and failing to receive a satisfactory response within a maximum of 60 days, the Customer may refer the matter to the Tourism and Travel Mediator, whose contact details are as follows:

MTV Médiation Tourisme Voyage – BP 80 303 – 75 823 Paris Cedex 17.

All the procedures for referral are detailed on its website: [www.mtv.travel](http://www.mtv.travel)