



Terms and Conditions

The following booking conditions form the basis of your contract with rOaD.IEsS.tRAvELEd ("company", "tour operator", "we", "us" and "our"). Kindly read through the Terms & Conditions to understand our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the trip arrangements which you book with us in Pakistan and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "trip", "tour", "booking", "contract" or "arrangements" mean such trip arrangements unless otherwise stated. References to "departure" mean the start date of these arrangements.

1. Area of Application and Definitions

- 1.1. The Company is an entrepreneur who either directly or via another entrepreneur or together with another entrepreneur compiles package tours and contractually arranges or offers them.
- 1.2. The General Terms and Conditions shall be deemed to have been agreed, if they have been made available before the traveler is bound to a contract by a declaration of contract or if the traveler was able to view our contents. They supplement the package travel contract concluded with the traveler. If the traveler is booking for third parties (fellow travelers), they confirm that they have been authorized by said third parties to procure an offer for them, to agree to the general terms and conditions for them and to conclude a package travel contract for them. The traveler, who is making a booking for themselves or a third party, is thus considered to be the client.
- 1.3. A traveler is any person who intends to conclude a contract subject to the provisions of the Terms & Conditions.
- 1.4. Our homepage, website, social media pages, and the catalogue merely serve as advertising material. The package tours and other services listed therein do not constitute offers.
- 1.5. A package travel contract is the contract for a package tour concluded between the Company and the traveler.
- 1.6. The price of the tour is understood to be the amount to be paid by the traveler as stated in the package travel contract.
- 1.7. Unavoidable and extraordinary or unforeseeable circumstances are defined as incidents/events/occurrences beyond the control of the person referring to them whereby the consequences of said circumstances could not have been avoided even if all reasonable precautions had been taken (e.g. acts of war, serious issues of security such as terrorism, outbreaks of infectious diseases, natural disasters, weather conditions preventing a safe journey, etc.).

2. Role of the Tour Operator

- 2.1. In accordance with the information supplied by the traveler, the Company compiles travel proposals for the traveler. The traveler can also choose from existing group tours posted on social media or website. These are non-binding and as such do not constitute offers. The travel proposals are based on the information of the traveler, which is why incorrect and/or incomplete information supplied by the traveler - in the absence of clarification from the traveler - may form the basis of the travel proposals.
- 2.2. If the traveler has a concrete interest in one of the travel proposals submitted to them by us, we shall prepare and commits a travel offer on the basis of the travel proposal. It is possible that the precontractual information contained in the travel offer may vary due to price or service changes, provided the tour operator has reserved this right in the travel offer, the tour operator shall inform the traveler clearly, comprehensibly and explicitly of the changes prior to conclusion of the package travel contract and the changes are made by mutual agreement between the traveler and the Company.
- 2.3. The tour operator, based on information provided by the traveler, presents the package tour requested by the traveler to the best of their knowledge, taking into account the customary conditions in Pakistan. In principle, it must be noted that the traveler consciously chooses a different environment and that the



quality, facilities, food (seasoning in particular) and hygiene levels are related to the regional standards and/or criteria customary for the place of destination.

- 2.4. The tour operator shall inform the traveler the existence of a package tour by means of a standard information sheet standard information sheet for package or digital form - in the catalogue, social media or on the website of the Company.
- 2.5. Upon request, the tour operator will provide information on foreign currency and customs regulations. General information on passport and visa requirements, health care formalities as well as foreign currency and customs regulations for travelers. The traveler is responsible for complying with the health care formalities of which they have been notified. The traveler is responsible for obtaining the necessary visa. The Company will facilitate invitation letters accordingly.

3. Obligation of the Traveler to Provide Information and Cooperation

- 3.1. The traveler is to provide the tour operator with all personal (e.g. date of birth, citizenship etc.) and factual (e.g. planned carriage/importing of medication, prostheses, animals, etc.) information, which is relevant to the package tour in a timely, complete and truthful manner. The traveler must notify the tour operator of any issues relating to its person or its fellow travelers (e.g. allergies, food intolerance, no travel experience, etc.), and of its and their special needs, in particular with regards to any reduced mobility or health-related issues and other restrictions which may be relevant for the preparation of travel offers or for the execution of a package tour with the to be agreed travel services (e.g. for hiking trips etc.). In case of health issues, the traveler is advised to consult a doctor prior to booking as to whether the traveler in question is able to travel.
- 3.2. The traveler, who is making a booking for themselves or a third party (fellow travelers), is considered to be the client and assumes the obligations arising from the contract with the tour operator (e.g. payment of the fee; only the client is entitled to withdraw from the contract, etc.).
- 3.3. The traveler is obligated to check all contractual documents (e.g. package travel contract, booking confirmation, vouchers, etc) provided by the tour operator for factual correctness of their details/data and for any deviations (spelling mistakes; e.g. names, date of birth) as well as for incompleteness and, in the event of inaccuracies / deviations / incompleteness, to inform the tour operator immediately for correction.
- 3.4. The traveler is obligated to pay the price of the tour agreed within the framework of the package travel contract in full and on time in accordance with the terms of payment. In the event that the deposit or balance payment is not made in due time or is incomplete, the tour operator reserves the right, after issuing a reminder and setting a grace period, to withdraw from the contract and claim additional damages, irrespective of the compensation rate due.

4. Insurance

- 4.1. When travelling on holiday, it is important to note that valuable objects, important documents etc. should fundamentally not be taken on the trip. In the case of important documents, it is recommended that copies be made and used, provided copies are accepted. It is not possible to exclude the possibility of theft of valuables and therefore the travelers must take responsibility for this risk themselves.
- 4.2. Organizing insurance cover (trip cancellation insurance, trip interruption insurance, luggage insurance, travel liability insurance, health insurance for travel abroad, protection against delays, personal protection, etc.), which guarantees sufficient coverage from the date of the package travel contract until the end of the package tour, is recommended, and the ownership of this is on the traveler.
- 4.3. The tour operator will require proof of Travel Insurance before the trip commences.

5. Booking/Conclusion of Contract/Deposit

- 5.1. The package travel contract is concluded between the traveler and the tour operator if they are in agreement on the basic components of the contract (price, service and date) and the traveler accepts the offer of the tour operator.
- 5.2. Unless otherwise agreed, the traveler must transfer a deposit of 20% of the price of the tour to the account specified by the Company, within 7 days of receipt of the package travel contract but at the



earliest 2 months before the scheduled day of the tour. The remainder payment will take place latest 25 days before departure OR according to what is stated on the tour plan on website.

- 5.3. If a contract is concluded less than 25 days prior to the departure date, then the entire travel price must be transferred immediately to the account details provided by the Company.
- 5.4. If the traveler does not meet their payment obligations according to 5.2 or 5.3, the Company reserves the right, after issuing a reminder and setting a deadline, to withdraw from the contract, forfeit advance payment, and claim damages in accordance with the compensation rate.

6. Price Changes Before Departure

- 6.1. In the package, the Company reserves the right to make price changes after the conclusion of the package travel contract but no less than 14 days before the first day of the package tour. The tour operator shall inform the traveler clearly, comprehensibly, and explicitly via e-mail of price changes no less than 14 days before the start of the package tour, stating the reasons for the price change.
- 6.2. Changes to the price of the tour are permissible if the following fees change after the conclusion of the contract:
 - 6.2.1. costs of passenger transport resulting from the changes to the cost of fuel or other energy sources;
 - 6.2.2. The amount of taxes and levies payable on contractually agreed travel services, such as residence fees, landing fees, embarkation or disembarkation fees at ports, corresponding airport charges and fees for services at ports or airports, motorway/highways toll taxes;
 - 6.2.3. The exchange rates applicable to the package.
- 6.3. In the event of price reductions, the amount of the price reduction shall be refunded to the traveler.

7. Itinerary/Changes

- 7.1. It is possible that the package tour may deviate (significantly or insignificantly) from the advertised route, the stops on the trip may be moved or brought forward and/or the planned sightseeing tours may be canceled or changed due to environmental and weather influences (e.g. rain, wind, avalanches, landslides, etc.), natural disasters (e.g. earthquakes, floods, hurricanes, etc.), border closures, government regulations, traffic issues, changes in flight times or cancellation, terrorist attacks, power failures, opening hours changed at short notice, etc. (without any claim to completeness). In such cases, the Company will endeavor to offer equivalent alternatives or, if necessary, to make up for omitted activities elsewhere.

8. Cancellation Charges

- 8.1. The traveler is entitled to withdraw from the contract at any time against payment of a compensation rate (cancellation fee). The tour operator will be notified of the traveler's withdrawal via email.
- 8.2. The cancellation fee shall be calculated as a percentage of the price of the tour.
- 8.3. Cancellation fees (of the full package travel price) will be according to the following:
 - 8.3.1. If not stated on the tour plan:

60 days before departure	Money refunded minus non-refundable deposit
30 to 59 days before departure	50% Penalty of the total cost of the trip
29 days or less before departure	100% forfeit
 - 8.3.2. Cancellation fee as stated or communicated on the package
- 8.4. Cancellation fees for certain trips may vary according to the conditions of the respective service providers.

9. No Shows / Withdrawal by Tour Operator before trip / Withdrawal by Tour Operator after the start of the trip

- 9.1. A no-show applies when the traveler does not arrive at the start of the destination of the trip. If it becomes clear that the traveler is no longer able or willing to utilize the remaining travel services, they must pay a cancellation fee of 100% of the full package travel price.
- 9.2. The tour operator may withdraw from the package travel contract before the start of the package tour if they are prevented from fulfilling the contract due to unavoidable and extraordinary circumstances, or if fewer persons than the minimum number of participants specified in the contract have registered for the package tour. If the tour operator withdraws from the package travel contract, they will refund the price of the tour to the traveler, but they will not be obligated to pay any additional compensation.



- 9.3. The tour operator shall be released from their obligation to fulfill the contract without being obligated to refund the price of the tour if the traveler has prevented the package tour from taking place due to grossly improper behavior (e.g. alcohol, drugs, non-observance of a smoking ban, disregarding certain clothing regulations e.g. when visiting religious sites or eating food, illegal behavior, disruptive behavior towards fellow travelers, non-compliance with the instructions of the tour guide (e.g. regular late arrival etc.)), despite receiving a warning, with the result that the itinerary is disrupted or fellow travelers are affected to such an extent that it is possible that the holiday relaxation of third parties or fellow travelers is affected or the purpose of the trip is negated. In such a case the traveler is obliged to compensate the tour operator for the resulting damages.

10. Liability

- 10.1. If the tour operator or service providers that are answerable to the tour operator culpably violate the obligations incumbent on the tour operator, in accordance with the contract with the traveler, then the tour operator shall be obligated to compensate the traveler for the resulting damages.
- 10.2. The tour operator is not liable for personal, material, and financial damages of the traveler that occur in connection with booked services, provided that they
- 10.2.1. occur as a result of a general risk to the traveler
 - 10.2.2. can be attributed to the fault of the traveler;
 - 10.2.3. are attributable to a third party who is not involved in the provision of the travel services
 - 10.2.4. are due to unavoidable and exceptional circumstances.
- 10.3. The traveler must obey laws and regulations, instructions and orders of the staff on-site, as well as rules and restrictions (e.g. bathing restriction, diving restriction, etc.). Should the traveler fail to observe any of the above stipulations, the tour operator is not liable for any resulting damages to the person or property of the traveler or damages to the person or property of third parties.
- 10.4. The tour operator shall not be liable for the provision of the service which they have not confirmed or for additional services booked by the traveler themselves on site after the commencement of the journey with a third party or a service provider for whom the tour operator is not accountable.
- 10.5. Travelers will be required to electronically or physically on paper sign a waiver before the commencement of the trip.

11. Disputes

- 11.1. All disputes arising through this contract/package will be subject to the Laws of Pakistan, under the jurisdiction of Islamabad Capital Territory.