



TRAVEL TERMS & CONDITIONS

Please note that the following conditions form part of your agreement with Horn&Co (H&C) when you apply to join the trip. So please read through them before booking.

Please be aware that many of our trip venture into very remote areas, where lack of logistics, unforeseen obstacles and weather may cause delays of days and even in some cases weeks. We will do our utmost to stick to the program, but we must all be flexible.

Safety will always be at the centre of our attention and actions, even at the risk of having to halt progress or even call off an trip at a late stage. H&C must insist on having the last word on this matter - your well-being is our primary concern.

1. CONCLUSION OF CONTRACT: Agreement between the parties shall be deemed to have been concluded upon receipt of the customer's deposit for the actual trip. This payment shall be made within 14 days of the booking or on an agreed date due. Where payment is not made by the date due, H&C shall not be bound by the contract.

2. WHAT IS INCLUDED IN THE CONTRACT: The contract covers the trips as described on the website www.horn-co.ch and the travel conditions. H&C reserves the right to make alterations in the program, provided the customer is informed of these.

3. PRICE CHANGES: H&C retains the right to adjust prices in the event of fluctuations in government taxes and/or transport costs and/or the relevant currencies. Any price alterations shall be announced no later than 14 days prior to departure. Where price increases exceed 10% the customer shall have the right to terminate the agreement at no cost to him/herself. The customer shall have a minimum of 3 days to terminate the agreement after notice of such a price increase.

4. Deposit: The deposit must be paid in a period of 14 days after booking. Medical- and Personal Information Forms from the local logistic providers must be filled in and signed together with a mandatory Waiver.

5. PAYMENT TERMS: The trips require long-term planning. Aircraft rental & fuel, the making of runway and camp, food, equipment etc must be paid for in advance. For this reason, the following terms of payment have been stipulated:

The deposit, to be paid within 14 days of booking.

The balance, to be paid and received well within 60 days before departure.

If application to join the trip is made less than 60 days before departure, the full sum shall be due with the booking.

6. THE CUSTOMER'S RIGHT TO CANCEL OR ASSIGN THE TRIP

6.1 Cancellation due to force majeure: The customer shall have the right to cancel the trip and get a refund of moneys paid, if at the destination or in its immediate vicinity acts of war, natural catastrophes, danger, communicable disease or other occurrences comparable with these have taken place within 14 days of departure, and there are reasonable grounds for assuming that such states shall also obtain during the trip period.

The same applies if comparable problems arise on or along the trip route, and that these pose a material risk to the customer. The right to cancel shall not apply if the customer knew or should have known of such circumstances when he /she entered the trip purchase agreement.

6.2 Cancellation charges:

The deposit fee paid for our trips is non refundable

Private airline tickets and lodging already paid by the participant is non refundable.

If cancellation is made less than 30 days prior to departure the full program cost is non refundable.

If cancellation occurs within the 30 day period and full payment has not been received, the full payment will still apply and unpaid moneys are due immediately.

If payments are not received by the dates specified in the 'Payment Schedule', H&C reserves the right to cancel your booking and withhold return of all payments received unless a change in your payment schedule has been agreed in writing

6.3 Cancellation protection: We recommend that insurance be taken out against trip cancellation and interruption costs of this agreement. All insurances shall be paid for by the customer.

6.4 Travel and accident insurance: H&C will not be liable for any illness, injury or death sustained during an trip, nor will it be liable for any uninsured losses of your property. H&C shall not be responsible for any injury to person (whether or not resulting in death) or damage to property arising out of any act of war, terrorism, insurrection, revolt or other civil or military uprising occurring in the countries of origin, destination or passage.

Everyone have to take out extended travel insurance to cover the entire trip, especially medical evacuation if an injury or illness should occur. Please note that a standard travel insurance does not normally cover the regions we shall visit. Participants are responsible for ensuring they have adequate travel insurance.

7. RIGHT TO CANCEL OR ALTER THE TRIP

7.1. Too few participants: H&C retains the right to cancel the trip prior to departure if there are fewer than the prescribed number of paying customers. Even if there is not the necessary number of participants in relation to the program, H&C will still attempt to run the trip. In this case, the trip may be combined with others, or the price may be increased. Such changes shall be made in consultation with the participants. If it proves impossible to run the trip due to a lack of demand, all moneys paid shall be refunded.

7.2 Force majeure, circumstances beyond the operator's control: H&C reserves the right to cancel the trip without liability for compensation if the trip cannot be completed because of circumstances

beyond H&C's control, circumstances which he could not reasonably have been expected to foresee when the agreement was entered into, and the consequences of which H&C could not avoid or prevent. In such cases, H&C will refund all moneys for the actual trip except those which are impossible to refund, such as used aircraft fuel, hire of aircraft, travel and accommodation, expenses incurred since the start of the journey, goods already used and paid for.

Likewise, H&C will not be liable for compensation if the circumstances mentioned above affect the quality of the trip.

8. DEFECTS AND CLAIMS: Should the customer wish to make a claim for defects, he/she undertakes to inform H&C within a reasonable period. Where the defect is discovered after the start of the trip, the customer shall as far as is practicable make a claim on the spot. Notwithstanding, the complaint must reach H&C no later than 2 weeks after the end of the trip, unless special circumstances justify an extension of the time limit.

9. DISPUTE RESOLUTION: All disputes shall be tried under Swiss law. The place of jurisdiction shall be Lausanne, Switzerland.

10. SIGNING WAIVER: It is important to emphasize that this trip cannot be compared with normal organized travel, that there are certain known and unknown hazards involved, and that special conditions apply. It is also important to make clear that accidents and injuries can occur and that all parties join at their own risk, and participate in the full knowledge of these facts. All participants must sign a waiver stating that they fully understand this and that they participate on this trip at their own risk.

11. USE OF PHOTOGRAPHS: H&C reserves the right to advertise his trips on the Internet and in the media. This will often include photographs and videos of participants whose first names may be mentioned. Participants that do not wish to have their photo or name used this way should inform about this beforehand.

12. AND LAST BUT NOT LEAST: Trip staff and guides will do their utmost to ensure that any problems arising are solved for the benefit of the group and the trip as a whole. You have a responsibility to follow the instructions and directions given you by the trip leaders during the trip.

If you grossly neglect your responsibilities, cause risk, embarrassment or prejudice to the other client, fellow trip members or staff, you may not be allowed to participate in, or be barred from, the remainder of the trip, and lose any right to refund from the trip operator. If you are barred after the start of the trip, you may be charged the cost of your return journey, which could be renting a plane to bring you out of the whereabouts / ice. You may become liable to claims for compensation if you wilfully or negligently cause the operator loss by, for instance, not abiding by the above-mentioned provisions. You are personally responsible for the insurances you require (travel, cancellation, accident, medical and evacuation insurance etc). You undertake to keep abreast of departure times and comply with instructions that the operator, carrier, airport etc may give with regard to these. If you fail to obtain a valid insurance or if the insurance for some reason do not cover, the operator cannot assume responsibility for any injury or illness you may suffer during the journey, however caused.

A general word about air tickets and weather: The trip will take place in a region highly affected by weather, and these trips are based on logistics that are easily affected by poor weather or technical problems. This might mean that you might not be able to connect with your scheduled flight home. The extra costs will in all such cases have to be borne by you. An open or changeable return ticket is therefore recommended.