

Sheikh Sina Terms of Business

1. **Definitions:-**

- 1.1 “The Company”; “we” is Sheikh Sina and its employees
- 1.2 “The Trek” is the trek or product being organised by the Company.
- 1.3 “The Trek Guide” is Dave Lucas or such other person as the Company may appoint
- 1.4 “The Member “; “you” is the person joining the Trek
- 1.5 “The Project” Is to develop trekking and trek within the Sinai Desert in a responsible and sustainable manner.
- 1.6 “The Rendezvous Point” (RP) is the starting and finishing point of the Trek (which may change).

2. **The Objective**

The Trek Objective is to further the Project within acceptable risks and with the safety of the Members as paramount.

3. **The Fundamental Rules**

- 3.1 It is inherent in the nature of the Trek that you will be exposed to danger to life, limb and property.
- 3.2 The Company cannot be expected to protect you from all or any such eventualities. In particular, rescue and/or medical/resuscitation or legal facilities may be limited or non-existent in the terrain to be visited.
- 3.3 The decision to join, stay with or leave the Trek is (subject to Clause 6 below) yours and yours alone.

4. **The Company’s responsibilities**

- 4.1 **Inclusions** - Subject to 4.2, The Company is required to use all reasonable endeavours to:-
 - (a) arrange transport between the RP and the Project area(s), including arranging camel hire and guides as necessary
 - (b) provide serviceable communal camping and cooking equipment. Excluding personal items.
 - (c) provide morning and evening meals
 - (d) obtain all necessary permits for the Trek (but not any individual entry Visas, and park entry fees)
 - (e) make available relevant and timely information in the public domain on matters affecting the Trek
- 4.2 **Exclusions** - The Company is not required to and will not accept responsibility for:-
 - (a) the personal health welfare and safety of each and all Members and their property.
 - (b) acts, omissions and events wholly outside its control, such as treacherous terrain, inclement weather, political unrest, acts of terrorism, Acts of God, local laws and customs
 - (c) gear and/or equipment and/or transport failure
 - (d) providing medical or legal attention and/or rescue facilities
 - (e) the wilful or negligent acts or omissions of any one or more Members or third parties resulting in loss or damage to one or more other Members, howsoever arising

5. **Your Responsibilities**

By joining the Trek, you (and each other Member) undertake to the Company, the trek guide and other members that :-

- (a) You agree to be bound by these terms and conditions and to abide by such other reasonable rules and regulations as the Trek guide may need to issue from time to time
- (b) You accept full responsibility for your own health safely and welfare
- (c) You accept the risks likely to be encountered
- (d) Your physical and mental fitness, skills, trekking experience and equipment are adequate for the severe conditions which might arise and that you haven’t and won’t exaggerate your capabilities, as others may have to rely on what you say you can do
- (e) neither you nor your estate will hold the company or the trek guide responsible for any loss or injury of whatever nature and howsoever caused that you may sustain
- (f) you will refrain from any activity which is (by local laws) illegal or causes a nuisance to others or is likely to bring the trek into disrepute or cause it to breach any local law, or to prejudice the success of it or other treks or to endanger the health safety or welfare of any other member
- (g) you will keep the trek guide and other members informed of any matter or thing which comes to your attention and which might reasonably affect the health safety or welfare of other members or the successful outcome of this or other Treks, such as: reporting to the trek Guide any worn damaged or broken equipment, dangerous terrain or conditions or inappropriate behaviour of any other Member
- (h) you will arrange whatever insurance cover you deem necessary for the risks involved including all the costs of your repatriation
- (i) you will ensure that you always have access to sufficient funds to meet your own expenses plus any extra Trek Fees which might arise

6. Termination

The role of the Trek Guide is to help ensure that all Members are encouraged to participate equally in the successful outcome of the Trek, not to make all decisions. Nevertheless:-

- 6.1 If at any time the Trek Guide concludes that the Trek cannot continue to meet its objective in one location without encountering unacceptable risks or obstacles to his guideship they may terminate the Trek or chose a different location, which might cause you additional cost.
- 6.2 Prior to reaching their decision, they shall consult as many Members as possible who may vote by a show of hands. The Trek Guide will have the casting vote.
- 6.3 If you disagree with the decision so reached you will immediately cease to be a Member and must then leave the Trek.
- 6.4 Any financial loss so incurred by you will be your responsibility and the Company shall not be obliged to return any part of your Fees, nor shall the Company have any further obligations to you as set out in Clause 4 above.
- 6.5 If in the reasonable opinion of the Trek Guide your continued membership of the Trek is inconsistent with its success or would be inappropriate or a danger or hazard to you or other Members, they shall first confer with you to seek a solution if possible and they may also put the decision to a vote as in 6.2 above or he may cancel your Membership on whatever financial terms are fair and reasonable in the circumstances.
- 6.6 If you decide you want to leave the Trek for reasons such as a change of mind or you can't get along with other Members or the trekking demands are beyond your capabilities you may resign and leave, in which case the Company has an absolute discretion about the return of any of your Fees and may charge you for wasted costs incurred, such as deposits on transport or flights or booking fees. You would have to make your own onward travel arrangements.

7. Payment

- 7.1 A 50% non refundable deposit is due on booking your place as a Member of the Trek.
- 7.2 Additional Fees may become due as the Trek progresses, for necessities.

I agree to these terms and conditions.

Signed

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