



## Terms and Conditions

The following Terms and Conditions form the basis of your contract with **Offpath Company for Organizing Tourism Trips and Providing External Tour Guiding Services Without Booking Travel Tickets** (hereinafter referred to as “**We**” or “**Us**” or “**Offpath**”). Please read them carefully as they set out our respective rights and obligations.

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

### 1. Acceptance of Terms

By accessing or using the Offpath website or applying to participate in any Offpath-organized trip, you agree to be bound by these Terms and Conditions. If you do not agree, you may not use our services. This includes all other digital platforms that feature Offpath.

### 2. Service Description

Offpath organizes tourism trips and provides external tour guiding services in various countries. Offpath does not provide or book travel tickets, flights, or transportation to and from the destination country. Participants are solely responsible for arranging their own travel to the point of trip commencement.

### 3. Application and Acceptance Process

**3.1** All individuals wishing to participate in an Offpath trip must submit an application through the website or other designated channels.

**3.2** Submission of an application does not guarantee acceptance. Offpath reserves the right, at its sole discretion, to accept or reject any application without providing reasons.

**3.3** Only upon written or electronic confirmation of acceptance by Offpath may the applicant proceed to payment.



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### 4. Upfront Fee and Payment Terms

**4.1** Once accepted, participants must pay an upfront fee equal to 30% of the total trip fee to secure their spot.

**4.2** The upfront fee must be paid within the time frame specified by Offpath in the acceptance notification.

**4.3** The upfront fee is non-redeemable and non-refundable under any circumstances, including but not limited to participant cancellation, failure to obtain necessary travel documents, or inability to travel.

### 5. Balance Payment

**5.1** The remaining balance of the trip fee must be paid in accordance with the schedule and instructions provided by Offpath.

**5.2** Failure to pay the balance by the specified deadline may result in forfeiture of the participant's spot and the upfront fee.

### 6. Participant Responsibilities

**6.1** Participants are responsible for securing all travel documents, visas, insurance, and transportation to and from the trip's starting location.

**6.2** Participants must comply with all local laws and regulations of the destination country and follow the instructions of Offpath guides and representatives at all times.

### 7. Limitation of Liability

**7.1** Offpath is not liable for any loss, injury, damage, delay, or expense resulting from events outside its control, including but not limited to acts of God, government actions, or thirdparty service providers.

**7.2** Offpath does not assume responsibility for the actions or omissions of participants or any third parties.

**7.3** Offpath has no liability to make any payments indemnifying delays to you. You must pursue the airline or other transport operator concerned for any payment which may be due. It is your responsibility to ensure you arrive at the departure location for your chosen tour, and all costs associated with this are your sole responsibility. This applies even if Offpath assists you in making additional arrangements due to delays, such as missed prebooked transfers.



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**7.4** It is your responsibility to ensure you are healthy and fit for the activities included in the trip. Offpath is not liable for any illness, injury, or accident that may occur due to your health condition, nor for any consequences of your failure to obtain required visas, permits, or valid travel documents. Any obstacle, refusal of entry, or delay arising from incomplete or invalid documentation is your sole responsibility.

**7.5** To the fullest extent permitted by law, Offpath will not be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of enjoyment, loss of opportunity, or loss of profits, arising out of or in connection with your participation in any trip or use of any services provided by Offpath

**7.6** In any case, Offpath's total liability for any claim, loss, or damages shall not exceed the total amount of fees actually paid by you to Offpath for the trip giving rise to the claim.

### **8. Governing Law and Jurisdiction**

**8.1** These Terms and Conditions and any disputes arising out of or related to the use of Offpath's services shall be governed by the laws of the State of Kuwait.

**8.2** The courts of the State of Kuwait shall have exclusive jurisdiction over any dispute, claim, or controversy arising from or relating to these Terms and Conditions or the services provided by Offpath.

### **9. Amendments**

Offpath reserves the right to amend these Terms and Conditions at any time. Continued use of the website or participation in trips after such amendments constitutes acceptance of the revised terms.

### **10. Behavior and Conduct**

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, 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. Participants may be removed from the trip at any point before or during the trip if they are unresponsive or fail to comply with Offpath's reasonable instructions.



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### 11. Health and Fitness

Participants shall be healthy and fit for the activities involved in the trip. Offpath is not responsible for any health issues or injuries arising from a participant's failure to meet these requirements.

### 12. Visa, Passport, and other Requirements

Participants are responsible for obtaining all necessary visas and ensuring their passports are valid for the duration of the trip. This includes vaccination requirements and other governmental paperwork. Offpath is not responsible for any complications, delays, or issues arising from visa, passport problems, or other unfulfilled requirements and approvals.

### 13. Changes to the Trip

Significant or minor changes to the trip may occur, and you agree to such changes as they fall under Offpath's discretion and safety procedures.

### 14. Balance Payment Deadline

In any case, the full balance (remaining trip fee) must be received by Offpath at least 14 days prior to the trip date.

### 15. Cancellation Policy

- More than 14 days before departure, the cancellation fee is 100% of the **trip upfront fee**.
- Less than 14 days before departure, the cancellation fee is 100% of the **Trip Price**.