

# Booking Conditions

Please read the following conditions carefully. When you make your booking and it is accepted by us, a legally binding contract is created. It is implied and accepted that you (and all members of the group in the case of a group booking) have read and understood all these booking conditions and that you agree to abide by them.

1. All bookings are made with The Himalayan Adventure Company Limited, Registered Company, Number 5210653 (hereafter referred to as The Company) whose main branch sales office in the UK is Cedar House, 3 Cedar Avenue, Ballycastle, County Antrim, Northern Ireland, BT54 6DE, UK and whose Managing Director is Rajendra Bajgain and Commercial Director Maggie Maguire. The Company is a full member of the Travel Trust Association ([www.traveltrust.co.uk](http://www.traveltrust.co.uk)), membership number U3237, in compliance with the EC Directive on Package Travel, Package Holidays and Package Tours.

2. We use a variety of airlines to our principal destinations of Kathmandu and Delhi and include the following: Gulf Air, Qatar Airways, Air India, British Airways. At the time of going to print we are unable to be precise about the carrier and aircraft type. This information is available on request and will be printed on the detailed itineraries. For operational reasons we reserve the right to change the airline used for any particular trip.

3. This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders, to qualify for infant status, a child must be less than 2 years of age on the date of his/her return flight.

4. Financial Protection – we are licensed by the Civil Aviation Authority and hold ATOL Number T7199. This ensures that in the event of our failure your money will be protected; if you are on holiday at the time, arrangements will be made for you to complete your holiday and return home. The flights we provide are supplied by other ATOL holders and are protected by their bonds.

For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

5. Payment for your Flight – The payments you make for your flight are held by us in our trust account on behalf of the ATOL holder who is supplying your flight, until the date we pass the money to that ATOL holder. The ATOL holder supplying the flight will issue an ATOL confirmation invoice to confirm its contract with you. We will forward it to you no later than the day after it has been received.

6. To book a place, complete and sign the Booking Form and email, fax or post to The Himalayan Adventure Company with your non refundable deposit of £250. Unless the trip requested is full, we will then email you a confirmation of booking and a trip dossier and it is at this point that a contract comes into existence between us. Cheques should be made payable to The Himalayan Adventure Company Travel Trust Account. Your invoice will also read "Payable to and on behalf of The Himalayan Adventure Company Travel Trust Account". All monies received from clients are held in a separate Trust account and not released until completion of travel and as such provides full financial protection for our clients.

7. The balance for your booking is due not later than 60 days (2 months) prior to departure. Bookings accepted less than 2 calendar months can be secured with a £500 deposit and full payment must be received by us within 7 days of receiving your deposit.

8. If the balance is not received by the specified date, we reserve the right to cancel your booking and your deposit will be forfeited.

9. Please note that clients paying by any foreign draft method that results in bank charges being incurred by The Himalayan Adventure Company Limited will be levied a fixed fee of £30.

10. All payments by credit card whether deposit or full balance payments incur a 3% surcharge. There is no surcharge on payments by debit card or cheque.

11. If you wish to transfer from one trip or trek to another, a charge of GBP 50.00 (per transfer) will be made to cover office administration. We are happy to accept transfers only providing this does not cause us to cancel the trip or trek you are already booked onto and provided we do not suffer costs incurred from suppliers and airlines relating to your cancellation. Any additional costs incurred as a result of your transfer will be passed on to you.

12. If you want to make changes to your itinerary after we have confirmed your booking we must be notified in writing at least 60 days (2 full months) prior to departure. A fixed fee of £50 will be charged to cover administration costs. Costs resulting from changing your booking will be passed on to you. Changes made 60 days (2 months) or less before your departure date will be considered to cancel your original booking and the cancellation charges outlined will be applied.

13. Cancellation must be advised, in writing, and will be effective from the date of receipt by The Company. In the case of group bookings, cancellation of one or more individual places within the group must be received in writing from the person responsible for placing the booking originally and not from individual members of the group. The following cancellation charges apply.

Cancellation more than 60 days (2 calendar months) before departure – deposit will be retained

Cancellation less than 60 days but more than 30 days before departure – 50% of total holiday cost

Cancellation 30 days or less before departure – 100% of total holiday cost

14. Such terms are adopted in a similar form throughout the travel industry and are designed to protect the Company who is required to make certain advance payments as part of your holiday arrangements. Provided the reason for cancellation falls within the terms of the policy, you may be able to claim cancellation charges back from your insurance company. We strongly suggest you take out insurance at the time of booking to cover against possible cancellation charges. Should you cancel your booking the insurance premium is forfeit.

15. We reserve the right to cancel or modify your holiday. If we have to cancel your holiday before the date of departure, you will have the choice of taking an alternative holiday. Where this is of a lower price we will refund the difference and where this is of a higher price you will be expected to pay the difference. Or you can choose to withdraw from the contract with us and accept a full refund. In addition and in appropriate cases, where the full balance has been paid, and where such cancellation is not due to under booking or force majeure (as defined below), we will pay you compensation which is reasonable given the circumstances in question. Force majeure is defined as unusual and unforeseeable circumstances, beyond our control, the consequences of which neither we nor our suppliers could avoid (see also point 23). If a tour is under booked and as a result will not run, we will inform you no later than 6 weeks prior to departure. We cannot be held liable for any loss or damages incurred or any claims due to any cancellation on any account whatsoever.

16. No refund or compensation will be made for any unused air tickets, accommodation or any other activity, service or feature of the trip

17. A general indication is provided of the itinerary for each adventure holiday, accommodation used, what is included in the price, passport and visa requirements and health formalities. As indications they are not a contractual obligation on the part of The Company. Changes in any or all of these may be made at any time and we will notify you of any such changes that we become aware of as soon as we are reasonably able to do so. Most holidays will have accompanying detailed itineraries which can be downloaded from our website or sent out to you on request. We advise you to read these notes carefully before making any booking to ensure you understand the nature of the holiday and what is and is not included in the price. If you have made a booking and, after reading the itinerary, feel you have not fully understood the details of the holiday, you may cancel your booking without penalty and we will refund any monies paid to us. This type of cancellation will only be allowed during the 7 days following our sending the itineraries to you. Cancellation of this type will not be allowed if your booking is made less than 8 weeks before departure.

18. It must be realised that with adventure travel, changes to an itinerary may occur. Most of our trips operate in developing and/or remote countries and regions and a degree of flexibility is required, sometimes patience and a sense of humour which are part of the adventure travel experience. We reserve the right to make such changes after we have confirmed your booking and if we do so, we will make the best efforts to inform you before departure and make suitable alternative arrangements. Circumstances may arise where we are forced to alter trip dates, duration or hotel accommodation before leaving the UK. Local events may result in delays or alterations. Clients will be informed of any such changes as soon as we know of them and will be invoiced for any additional costs resulting, or refunded any difference as appropriate. During a trip we will do our best to ensure suitable alternatives and minimal disruptions to your itinerary and any changes will be made in discussion with the group.

19. Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in adventure holidays and that you are mentally and physically capable of undertaking your chosen trip. You must tell us if you have an existing medical condition or disability that might affect your holiday before you make any booking. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or disability, we reserve the right to cancel the contract if medical or other problems are discovered. In this eventuality, we will give a full refund but no compensation. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information and pre-departure information pack. The Company is liable for the negligence of its employees and suppliers when they are acting in the scope of their employment or in the provision of the travel arrangements. The company is not liable for any failures that occur in the performance of the travel arrangements which are attributable to the consumer, or attributable to a third party unconnected with the provision of the services and events which are unforeseeable or unavoidable, or which are due to unusual and unforeseeable circumstances beyond the control of the company which could not have been avoided even if all due care had been exercised.

20. All Tibet tours are run strictly under the Tibet Tourism Authority. We or our agents shall not be responsible for any change or cancellation of programmes due to any unavoidable circumstances such as road blockade, flood, snow, political unrest, cancellation of flights, delayed arrivals, sickness or accidents or any changes imposed by the Tibet Tourism Authority. Any resulting additional cost must be borne by clients. Therefore, we advise you to have full medical, personal and cancellation insurance and to ensure that your planned activities are fully covered.

21. Any information provided by The Company on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment etc is provided in good faith but without responsibility on the part of The Company, and the passenger accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.

22. The Company cannot be made liable for the consequences of flight cancellations, strikes, industrial action, riots, government intervention, wars, threat of war, terrorist activity, natural or nuclear disaster, fire, weather conditions, flood, sickness, quarantine, missed departure flights, or other similar events beyond our control. Any additional costs that result, such as extra hotel accommodation or flights will be your responsibility and must be paid for directly, at the time.

23. If you are joining a holiday locally (that is, making your own flight or other arrangements to join the group in Kathmandu, Delhi or other land only start location) our responsibility does not commence until the appointed start date and time. We shall not be responsible for any additional expenses incurred by you in order to join the group.

24. Any likeness or image of you secured or taken on any of our holidays may be used by The Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including but not limited to, promotional materials of any kind, such as brochures, slides, video shows and the internet.

25. Our trek leaders/guides and ground office staff in the UK and in Kathmandu or other destination point will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Signing the booking form signifies your acceptance of their authority to make decisions affecting the group or individuals. For example, he/she may require an individual to leave the group if he/she believes that a person's health is at risk, if an illegal act is committed or their behaviour becomes detrimental to the safety, enjoyment and wellbeing of other members of the group. Should the leader take such action, that person would not be entitled to any refund. Similarly, a client leaving a tour en route will not be entitled to any refund unless agreed by the Company Directors.

26. The Company including all guides, leaders and anyone working in association with us cannot be held responsible for any accident or mishap that may occur in connection with any part of arrangements or services for a trip. In absence of professional medical assistance, group leaders will provide first aid support if needed, to the best of their ability and judgement. By signing the booking form you agree not to take any legal proceedings against The Company or its employees or associates as a result of any first aid treatment or medicine suggested or administered including advice and suggestion during the trip.

27. Please understand that there are certain hazards involved in adventurous holidays which you must accept at your own risk. The Company will not be liable for any illness, injury or death sustained during a trip, trek or tour, except due to negligence, nor will it be liable for any uninsured losses of your property. We cannot be held responsible for any loss, damage or accident to any luggage or properties which at all times are carried at their owner's risk even when carried by porters or pack animals.

28. If you have a problem or complaint during your holiday, you must inform your guide who will endeavour to put things right. If your complaint is not resolved you should first speak with the General Manager or Director in our Kathmandu office. If your complaint is not resolved locally please follow this up within 28 days of your return home by writing to us at The Himalayan Adventure Company Limited, Cedar House, 3 Cedar Avenue, Ballycastle, County Antrim, Northern Ireland, BT54 6DE, UK giving your booking reference and all other relevant information. Please keep your letter concise and to the point as this will help us to identify your concerns and to speed up our response to you. It is strongly suggested that you communicate any complaint to your guide or to the Director or General Manager of our sister company, Gurkha Encounters at their Kathmandu office and complete a report whilst you are on holiday. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract. We agree to independent arbitration should this become necessary.

29. Before confirming your booking we will need to see documentary proof of your insurance policy which must include satisfactory cover for helicopter rescue, repatriation and cancellation. We reserve the right to cancel your booking at any time before departure if we are not satisfied that appropriate insurance is in place for you. Should this happen our normal cancellation charges will apply.

30. Prices in this brochure are based on costs and exchange rates as of December 2008. We will not impose any surcharges on the price of trip arrangements less than 30 days before departure. In addition, if surcharges become necessary before that time we will absorb an amount up to the first 2% (excluding insurance premiums). Surcharges may be imposed to cover dramatic increases in, for example, airline prices if the Sterling/US Dollar rate weakened substantially. The Company will not apply surcharges except in the most unusual circumstances.

31. Any air travel that is part of any trip is subject to the conditions stipulated by the airline concerned and the liability is limited in accordance with International Convention.

32. Passports, visas, vaccinations and other preliminary arrangements are entirely your responsibility and we accept no responsibility in the event that these are not secured in time for departure.

33. The Company's agents and representatives, other than the two Directors, are not entitled to promise refunds for whatever reason and The Company will not be bound by any such promise.

34. These booking conditions may only be waived for special individual circumstances by a letter from one or both of the Company Directors.

35. The terms and conditions of all agreements made with The Company shall be subject to, and governed by, English jurisdiction.