

RURAL HERITAGE JOURNEYS

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BOOKING TERMS & CONDITIONS

IMPORTANT

Your booking contract and all aspects of your holiday are with **Rural Heritage Journeys PVT LTD, Pipal Marg, Bansbari, Kathmandu, Nepal**, here after referred to as “the company”, “we”, or “us” within the terms and conditions below.

Government Registration No. 69102/066/067

Please read these booking conditions carefully, they form an important part of the contract for your holiday.

You warrant that the information given by you on the booking form or otherwise requested is complete and true. A contract will exist as soon as we issue our booking confirmation. Note that we will not issue a booking confirmation and therefore no contract will exist, until we receive both a fully-completed booking form and the requested non-refundable deposit (or full payment if booked 15 days or less before the holiday start date).

This contract is made on the terms of these booking conditions; your booking will be governed by Nepalese law only and the courts of Nepal shall have exclusive jurisdiction over any claim, dispute or matter arising out of it.

When you complete a booking form you (and any other person on whose behalf you book) agree to accept all of these conditions, you also acknowledge that you have read and understand the relevant information on our website www.rural-heritage.com

IMPORTANT- REALITY CHECK – WARNING.

Sorry, this is the bit where we all have to remove the rose tinted spectacles and confront some of the realities involved in adventure travel to Nepal, Bhutan and Tibet. This applies whether you are booking the highest possible luxury holiday, or trekking in isolated, remote parts of the *Himalayas*. Outside of your luxury accommodation that reality exists and can't be avoided.

We must stress that you really should obtain authenticated important information, as well as the latest updates or the government advice on travel from your country of residence to your chosen destination. You're thinking of going to a country that is most definitely an adventurous destination. This means that sometimes **not everything goes according to plan, or works as it should**. The country you are choosing to visit remains one of the poorest in the world. It has lesser no. of major roads, and those are often uncomfortable, and journey times can be very unreliable. Power cuts can be a regular occurrence (daily). Many places have generators to cope with power cuts, others don't. Even the most luxurious of accommodations may not be as perfect as you may assume. Simply put, the entire general infrastructure of both Nepal, Bhutan & Tibet is far from the standard and quality you're used to in the likes of the UK, Europe, Australia and North America. Do not expect the same levels of emergency health care and services or safety standards either. **This also means that any itinerary we prepare for you and is subsequently booked may need to be altered at times due to circumstances beyond our control and expectations.** There are so many things we cannot have control of. This may mean your planned itinerary may have enforced changes before or during the course of the holiday itself. We know it's not ideal, but we will always do our best to minimize any disruption out with our control.

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We would respectfully suggest that you need to take two essential things with you.

1. A sense of adventure.
2. A sense of humour.

Both go a long way if things don't go according to plan, and there's always a chance that might happen. We find it beneficial to visit with an acceptance that you are not here to change *Nepal, Bhutan or Tibet* but to change yourself.

Essentially, if you're expecting things to be like in the UK, USA, Europe or other developed countries in terms of standards, safety and everything to happen like clockwork all the time, it's probably a good idea not to visit.

IF YOU ARE NOT PREPARED FOR THIS AND DO NOT ACCEPT THIS, YOU SHOULD NOT BOOK WITH US.

Your booking and contract is with Rural Heritage Journeys PVT Ltd (herein after referred to as the "company" "we" or "us") and are sold subject to the following conditions:

Travel Insurance

Please Note: Adequate and valid travel insurance is compulsory for all people travelling on your booking and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the date of arrival. You will need to ensure that you are covered for medical and personal accident risks (to include repatriation costs, air ambulance and helicopter rescue services). Cover must be valid for the entire duration of your holiday with us. You must be covered for Medical Expenses and Medical Emergency Repatriation in the event of illness or injury (including the deterioration of known medical conditions). Your policy must cover you fully for all activities you're planning on taking part in on your holiday (such as rafting or trekking at altitude). Your insurance documentation must indicate a 24-hour contact telephone number for your Insurance Company in case of an emergency. If you are unable to confirm this information at the start of your holiday, you will not be able to continue your trip with us. Please ensure that your insurer is aware of your holiday itinerary and agrees to cover the activities being undertaken, including the altitudes your chosen itinerary will reach. *We recommend that you obtain travel insurance at the time of booking to cover cancellation*

Section 1. Booking

If in case there are more than one participant on your trip, the person making the booking on behalf of all participants shall have the responsibility for all payments requested by us and the distribution of documentation provided by ourselves to all participants within the booking.

To make a booking you can contact us directly over the telephone or via email. Clients booking by telephone or email will be deemed to have read the booking conditions and to have signed the declaration on the booking form, although a completed booking form and the requested payment must be received by us and a booking confirmation sent, before the booking is confirmed and the contract is made. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. For all bookings you will need to pay a deposit of 50% of your selected travel arrangements. *You may also be required to pay in full for any non-transferable and non-refundable items such as National Park entrance fees, Permits and flights.*

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We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 15 days before arrival. In certain cases we may request full payment more than 15 days before arrival, or for non-refundable items such as flights. If you book less than 15 days before arrival full payment must be made on booking. If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit. If we accept your booking, we will issue an Invoice. A contract will exist between us only from the date we confirm your booking. If you book within 7 days of arrival the contract will exist when we accept your payment. When you receive the Confirmation invoice please check the details carefully and inform us immediately if anything is incorrect. ***Names on the booking must exactly match those in passports.***

You are advised not to book your international travel arrangements until we have confirmed your booking.

Any travel documents will be emailed to you approximately 2 weeks before the start of your holiday and will not be issued unless payment of the due balance has been received and any payment has cleared.

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us prior to booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

Your booking is accepted on the understanding that you realize and accept the risks and hazards potentially involved in holidays to Nepal/Tibet/Bhutan and that you and all people you are booking for are mentally and physically capable of undertaking your chosen itinerary. If, in our reasonable opinion, your chosen holiday is not suitable for you or any other member of your groups medical condition or disability we reserve the right to refuse your booking. We reserve the right to cancel the contract if medical problems are discovered. You are responsible for bringing with you the proper clothing and equipment, which we advise you about. If you are unable, or choose not to complete an itinerary outlined and booked, the company is not liable to supply alternative itineraries, excursions, accommodations, services. 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 unforeseeable or unavoidable, or 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.

Section 2. Prices, Payments & surcharging

NOTE: Our prices do not include any charges your bank may make if you are paying by bank transfer or Debit/Credit Card Commission charges

Payments

Payments are accepted and transacted in \$US only.

As the lead person is making the booking on behalf of all members of the party, the **individual party members do not book or pay individually** unless agreed by us prior to booking.

The deposit and/or final balance invoice can only be paid as **a single total value transaction.**

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Please note that if you are paying by bank transfer, any charges your bank may make for the transfer are not our responsibility and we cannot be held liable for any charges your bank may make.

If paying by Bank Transfer, the amount requested must be the full amount we receive. Any deductions that are made by the banks involved in the transfer process will be added to your final invoice (for deposit payments) or for final invoice payments any deductions must be paid upon arrival in Nepal at your pre-trip briefing.

If you opt to pay by credit/ debit card, the invoiced amount will be inclusive of all bank surcharges.

LATE BOOKINGS - Bookings made 15 days or less before the start date require full payment. **For all Late Bookings we can only accept full payment by debit/credit card**

Before you make a booking, we will give you the up-to-date price of your chosen holiday based upon the number of participants within your private party booking. But we reserve the right to change any of those prices due to circumstances beyond our control e.g. a change in exchange rates may mean that the price of your travel arrangements may change after you have booked, a change in the number of people in your booking.

Except in the instance of a change in the number of people in your booking, we will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums, Net Cost Charges and any amendment charges providing payment in full has been received. You will be charged for the amount over and above that, plus an administration charge of \$US2 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements (except in the instance of a change in the number of people in your booking), you will have the option to change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality, you will be refunded the difference in price), or cancel and receive a full refund, except for any amendment charges. We cannot consider a refund of insurance premiums paid, international travel costs paid or any other arrangements you have made. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Except in the instance of a change in the number of people in your booking or exceptional circumstances, surcharges will not be applied once payment in full has been received.

Section 3. If you change or cancel your booking

If, after our confirmation has been issued, you (i) make a change to your existing booking, we reserve the right to charge an amendment fee of \$US70 per booking for each change or (ii) wish to change to another departure date, we will try to make the changes subject to availability, provided that notification is received by email at info@rural-heritage.com from the lead name **at least 15 days before departure** and you pay \$US70 per person to cover our administration costs. In addition to the fee we may charge, any alteration, whether a change to an existing booking or a change to another holiday itinerary or departure date, will also be subject to payment by you of any additional costs involved. Any alteration by you within 7 days of departure will be treated as a cancellation of the original booking and will be subject to cancellation charges.

You, or any member of your party, may cancel at any time providing that the cancellation is made by the lead

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name in writing by email to info@rural-heritage.com. Notice of cancellation will be effective upon receipt of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. Where written notification of the cancellation is received:

- more than 15 days before departure: Loss of deposit only*
- 15 days or less before departure (or failure to join the holiday): 100% of the holiday cost*.

** A change (cancellation or other reasons) in the number of people within your booking may also adversely affect the price (per person or total) as the prices for your private trip itinerary will have been quoted as being based upon the number of persons booked and assumed to be participating. The number of participants is a significant factor in determining the price person for a private trip.*

For example, an identical trip for one person costs much more per person than it would if there were sixteen people all travelling together. This is because some costs in the holiday are 'shared' e.g. guide, private transport etc.

Should a member of your party that was originally booked cancel (or otherwise fail to join the holiday) and has not paid in full, we reserve the right to amend all or any of the prices originally quoted and charged. Any resultant increases in the prices per person for the remaining members, or any other additional costs must be paid before the start date by the remaining members and in addition to the amendment fee.

For example if you booked a private trip itinerary for four people on a twin share basis and the price quoted and booked was (say) \$US 1000 person and one person did not travel (and had not already paid in full), then the private trip has now been reduced to three persons and therefore the price per person will increase by default as some of the shared costs (examples previously mentioned) are now shared by three persons and not four, plus additional costs e.g. single room supplements by default. As a result, the overall total cost of operating the itinerary for three people may remain almost the same as operating it for four people and thus the price person for three persons increases to \$1250 per person.

In such instances we endeavor to be fair and reasonable with any price and cost increases that arise as a result but by default the revised balance must be borne and paid by the remaining members of your private party.

However, if the remaining members of your booking do not pay the revised balance by the due date your booking will be cancelled and you will forfeit any monies already paid.

Please note: that for certain travel arrangements e.g. where we are unable to obtain refunds from suppliers for part/all of the holiday the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee applies as soon as the booking is made. **We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation.**

All communications relating to this contract (in particular any requests to cancel or amend your holiday arrangements) must be from the Lead Name in writing and in English and delivered via email to info@rural-heritage.com

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Section 4. If we change or cancel your booking

We reserve the right to cancel your booking or change any of the facilities, services or prices described in your holiday. We will endeavor to advise you of any changes known at the time of booking. The arrangements for your holiday may have been made many months in advance and we may occasionally have to make changes, most of which are minor. A change of internal flight within your holiday, alternative accommodation of a similar standard or routing will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the holiday and may include: a change to a lower standard of accommodation throughout the duration of the holiday. When a major change occurs, you will have the choice of either accepting the change, or accepting a replacement holiday from us of equivalent or closely similar standard and price, or cancelling your holiday, in which case we shall refund you in full. Compensation will not be payable if we are forced to cancel, or in any way change your holiday as a result of force majeure.

In no circumstances will we cancel your holiday less than 15 days before the scheduled arrival date except for reasons of late cancellations from other passengers on your holiday, force majeure (as defined below) or failure on your part to pay the final balance. We strongly recommend that you make no travel arrangements to your point of arrival, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your booking has been confirmed by us and that we have subsequently advised you to make such arrangements. If you make such arrangements, which you are then unable to use due to a change in your holiday, we shall not be liable to you for the cost of those arrangements. If we are forced to cancel your holiday after arrival we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of arrival and refund you for any unused services, if appropriate.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

Section 5. Our liability, limitations, travel insurance

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene, transport and quality vary throughout the locations that your holiday may involve. These standards will definitely be lower than those which would be expected in the UK, Europe, Australia and North America. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to that defined under the laws of Nepal.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or

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unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

If you purchase any optional activities locally that are not part of your pre-booked itinerary, the contract for the provision of that activity will solely be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased overseas your claim should be directed to the activity provider and not to us. We accept no responsibility or liability for any optional activities that are not part of your pre-booked itinerary.

Our responsibility does not commence until the appointed time (i.e. you arrive at the specified joining point of your holiday), and we shall not be responsible for the costs you or your party incur to reach the specified joining point or any additional expenses incurred by you or your party to reach the joining point and/or meet up with others within your party if you are delayed for any reason.

We operate trips in regions of Nepal/Tibet/Bhutan where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure are considerably lower than those you normally expect for example in the UK, Europe, Australia and North America. Your booking is accepted on the understanding that you realize the hazards and risks involved in this kind of holiday, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy and essence of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. The itinerary given for your holiday must therefore be taken as an indication of what each holiday should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Please be assured that the Company and its service providers will always do the utmost to ensure your safety and well-being when on tour. Occasionally the Company or its service providers will need you to sign an 'Acceptance of Risk' form prior to accepting your participation on the holiday or certain activities in accordance with specific local regulations. The purpose of the form is to indemnify the service provider and the Company from any claims made by you for incidents arising due to circumstances outside the service provider's and the Companies reasonable control.

In most instances all persons participating in the booked holiday will be asked to show evidence to the company upon arrival that they have adequate travel insurance to partake in the holiday. It is a condition of booking that all persons travelling as part of the holiday booked take their travel insurance documentation on the holiday with them and will make these documents available for inspection to our representatives. Under no circumstances will any person travelling as part of the booking, and is consequently unable or unwilling for any reason to provide satisfactory evidence of adequate travel insurance be allowed to partake in the holiday booked. We cannot be held responsible or liable for any additional costs incurred as a result. Your insurance must include cover for; medical expenses, injury, death, cost of repatriation and evacuation via whatever means necessary including by helicopter/air ambulance. If, in the event of an emergency medical rescue or evacuation from a trip of you the client, either by foot, helicopter or otherwise the responsibility for the payment of such costs will lie with the client. Any subsequent costs incurred for expenses such as hotels, food, transport etc shall be borne by the client. It is imperative that the client ensures adequate insurance cover is in place before departure. It is your responsibility to ensure that the insurance cover you purchase is

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adequate for the particular needs of you and your party. We reserve the right to cancel your booking at any time before departure if we are not satisfied that adequate insurance is in place for you. All baggage and personal effects are at all times at your own risk. We will not be responsible for any loss, damage or accident to any luggage and property, howsoever incurred. You are advised to check the limitations of your insurance policy in this respect.

Section 6. Complaints process

If you have any complaint during your holiday, you must immediately inform our local representative or your guide and the relevant supplier of the service immediately. If you are not happy with their action in response please ask to meet or speak with a member of management from our Head Office in Kathmandu. It is absolutely imperative that any complaints are first brought to the attention of the company whilst you are in Nepal. The company will endeavor to resolve your complaint whilst you are in Nepal. If your complaint has not been resolved then you may email us at info@rural-heritage.com within 28 days of your return home giving all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. We can usually sort out any complaints you may have whilst you are in Nepal, and any disputes/claims matters are subject to Nepalese Law with jurisdiction in Nepal, but we may in certain circumstances also offer you an arbitration scheme for the resolution of disputes arising out of this contract.

Section 7. Visa, health, passport & travel documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate for the exact requirements for your chosen holiday and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en route so this should be allowed for with any passport/visa applications.

Please note that for most holidays we need to request special permits, and as such we will require passport details of all persons on the booking prior to accepting your booking. Furthermore, if you renew your passport after you have booked, you may be required to take your old passport with you to maintain the validity of the permit.

We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their doctor.

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Section 8. Privacy policy

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, we may disclose your information to our service providers (who are usually located outside the EEA). In order for you to travel on your itinerary, it may be mandatory (as requested government authorities at the point(s) of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may also disclose your information to companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf, some of whom are outside EEA. These purposes include administration, providing services (and contacting you where necessary), customer care, improving our service, business management and operation, re-organization/structuring/sale of our business, risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. Some of your information (such as health or religion) may be considered "sensitive personal data". We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are travelling with. For example, if your illness at resort is infectious, we may need to make special arrangements for you and also ensure that you do not return with the group immediately.

If you do not agree to our use of your information as above, we cannot do business with you or accept your booking.

Section 9. Leader (Guide) authority & behavior

During your holiday it is necessary that you abide by the authority of the leader (Guide), who represents the company. If you commit any illegal act when on the holiday or if in the reasonable opinion of the leader (guide) your behavior is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your travel arrangements without any liability on our part. If the Captain of your flight or our staff reasonably believe that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. In such circumstances we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges and then you will become responsible for your costs as a result and any other members of your group who cannot or will not travel without you. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behavior e.g. the cost of diverting an aircraft to remove you. Criminal proceedings may also be instigated. Signing our booking form signifies your agreement to abide by the authority of the leader (guide), who represents the company. The decision of the leader as to the conduct, itinerary and objectives of the holiday is final. If the leader considers your general wellbeing will be put at risk by continuing with the holiday, you may be asked to leave the holiday without the right to any refund for unused services.

The accommodation we arrange for you must only be used by those people named on your booking (or on any booking amendment issued). You are not allowed to share the accommodation or let anyone else stay

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there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay, except damage caused by persons not known to you. These charges must be met by you and may have to be paid locally.

Section 10. Special requests

We will consider special requests such as special dietary requests or, specific rooming requirements. **We must be informed of all such special requests prior to booking.** Your holiday will most likely involve travelling to remote and isolated areas where **special dietary requirements in particular cannot be guaranteed** as food supply is limited. Whilst we will always do our best to meet special requests, **we cannot guarantee them.**

Section 11. Participation requirements

All Clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen holiday as described. No unaccompanied minors (those under 18 years of age) can be accepted however minors aged between 6 and 17 years may accompany their parents. For minors under the age of 6, please contact us before booking.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition **must** declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and may result in such persons being excluded from the holiday in which case all monies paid will be forfeit. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the holiday, you must advise us of this at the time of booking.

In most instances all persons participating in the booked holiday will be asked to show evidence to the company upon arrival that they are properly equipped to partake in the holiday (including a Basic First Aid Kit). **All persons must ensure that they are properly equipped and MUST BRING all items listed in the provided Packing List.** We reserve the right to refuse any person if we are not satisfied that they are properly equipped. In such an instance we will have no liability to any person for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. Should any additional costs arise for the remaining members of your party as a result of any person being refused participation in such an instance, these must be paid locally.

First Aid Kit - It is compulsory for all people travelling on your booking and it is a condition of accepting your booking that you agree you will ensure that each and every member of your party brings their own Basic First Aid Kit including: antiseptic cream, throat lozenges, diarrhea treatment (Imodium), anti-biotics*, painkillers, plasters and blister treatment, insect repellent, and re-hydration salts (Dioralite).

** You must visit your doctor and discuss obtaining a prescription for a broad spectrum anti-biotic such as Ciprofloxacin (intestinal) and Amoxycillin (Chest). You should discuss use, dosage and administration of such prescribed medicines with your doctor. The decision whether or not and when, you should take these, will rest solely with you.*

For all trips that exceed altitudes of 2500m (8,200 feet) it is **compulsory** for all people travelling on your booking and it is a condition of accepting your booking that you agree you will ensure that each and every

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member of your party also brings **Diamox (Acetazolamide)**. Again you must visit your doctor and discuss obtaining a prescription for Diamox. You should discuss use, dosage and administration of Diamox with your doctor. The decision whether or not and when, you should take these, will rest solely with you.

See: NHS UK Altitude Sickness

Section 12. Photography & testimonial

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 without limitation promotional materials of any kind such as brochures, slides, video shows or the internet. Any written feedback supplied to the company may also be used for promotional purposes as detailed above.

Section 13. Law & jurisdiction

Your booking will be governed by Nepalese law only and the courts of Nepal shall have exclusive jurisdiction over any claim or matter arising out of it.

Section 14. Important Warning*

Nepal is an under-developed country, and many of the places you will visit are in remote areas. Events in Nepal are less predictable than is usually the case in, for example, Western Europe or North America. The unexpected is the norm in Nepal and, despite painstaking planning and organisation, our holidays can never be taken for granted like regular holidays. Nepal does not have the same quality of emergency, health and safety services that you will be used to in the developed world. Internal flights can be cancelled, road transport is generally uncomfortable and unreliable, and hotels often do not approach the standards of the West.

** Also applicable for Bhutan & Tibet*

That being so..... Are you ready for the adventure with us????

The unpredictability also means that the itineraries that we put forward for your holidays should be seen as statements of intent, rather than as contractual obligations. A variety of factors, including weather, transport difficulties and political instability, might dictate that we change any itinerary. The guide will make any changes that are necessary, after consultation with your group. Only rarely will such changes be significant, and we will always do everything within our powers to minimize the effects of the enforced changes. We cannot be held responsible for the results of changes or delays, irrespective of how they are caused.

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