

Terms & Conditions

1. THE CONTRACT:

Please go through the following Terms and Conditions that govern the relationship between you (client) and Tara Himalayan Vision PVT Limited (hereinafter referred as "The Company"), Registered Company Number 180192.

Please note that while booking a trip, you are agreeing to be bound by the Terms and Conditions as well as the cancellation policy and certain limitations of liability. Both parties agree to these Terms and Conditions to resolve any legal or other disputes that may arise during the trip.

2. BOOKING A TRIP:

A 'trip' refers to any product itinerary or activities that you buy with us including Trekking, Tours, Expeditions, and/or other adventure and tour programs.

A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a contract between the Company and the Client comes into existence.

Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices.

Please note that the company would not be liable to any warranty, collateral agreement, prior agreement, description of services, or conditions, other than as expressed herein.

3. DEPOSIT REQUIREMENT:

(a) Nepal Trips:

For Nepal Trips, you will have to make a non-refundable deposit of 30% of trip cost at the time of booking the trip. You can pay the remaining amount upon your arrival in Kathmandu and before the trip departure.

The non-refundable deposit should be sent to the Company or its Agent. The Company's Tailor Made trips may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, you will be advised by the company at the time of booking.

(b) India/Tibet/ Bhutan Trips:

At time of booking a non-refundable deposit of 30% is due along with due airfares (if client wants the company to arrange it) before 30 days of trip departure. If you're booking 30 days or less prior to departure, full payment is due.

Payment Methods:

Booking deposit can be made by bank transfer. The charges for the bank cost are for you as client.

Payment by Wire/Bank Transfer

Our Bank Details for wire Transfer:

Name of the Beneficiary: Tara Himalayan Vision Pvt Ltd

Address of the Beneficiary: Gokarneshwar Municipality 5, Jorpati, Kathmandu, Nepal

Bankers Name: Civil Bank Ltd

Bankers Address: Boudha Branch Pipalbot, Boudha, Kathmandu-6, Nepal

Account No.: 02110130777012

Account type: Current

Swift Code: SIVLNPKA

Please note that we are not liable of any delay or loss during the transfer process. If in case due to use of mediator bank or

any other reasons if the money received by us is less than the amount sent, you are requested upon arrival to pay accordingly so that the total is equivalent to the product cost.

E-mail us the bank reference number or remittance slips after you initiate the transfer. Sometimes bank forwards the money with different name; if we have reference number/remittance slips and sender details, it will be easy for us to check.

4. FINAL PAYMENT/ACCEPTANCE OF BOOKING/CLIENT DETAILS:

(a) Nepal Trips

Final payment on trekking, tours, climbing, expedition or any kind of trips in Nepal can be made upon arrival in Nepal. Final payment can be made by bank transfer or cash. The charges for the bank cost are for you as client.

(b) India/Tibet/ Bhutan Trips:

Regarding trips in India, Tibet, Bhutan; final payment should be made 30 days prior to the trip start date.

5. CANCELLATION BY THE CLIENT:

Any cancellation by a Client must be made in writing and acknowledged by the Company. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation charge applicable.

- ¥ The cancellation charges are expressed hereafter as a percentage of the total tour price
- ¥ Cancellation 60 days or more before departure: Loss of deposit.
- ¥ Cancellation 59-30 days before departure: 50% of cost of services booked.
- ¥ Cancellation less than 30 days before departure: 100% of cost of services booked.

The Client is strongly advised to take out cancellation

insurance at the time of making the booking.

Transfer to an alternative departure date will be charged US\$ 100 per person and the cost already made that can't be transferred to an alternative departure such as f.ex a flight and other.

Please note that no refunds will be made if you voluntarily leave a trip for any reason after the trip has begun. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilized.

6. CANCELLATION OF A TOUR BY THE COMPANY:

¥ The Company reserves the right to cancel any trip you booked unless guaranteed to run.

¥ Tara Himalayan Vision Pvt Ltd reserves the right to cancel any trip, including a guaranteed trip, prior to departure due to reasons beyond its control (i.e. due to natural disasters, flight cancellation, consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, or other untoward occurrences. In such a case, Tara Himalayan Vision Pvt Ltd will refund the trip price only. If The Company cancels a departure which is guaranteed to run, we will refund the trip price, or you are entitled to take an alternative trip of the same value. Please also note that significant alterations do not include a change of airline carrier, flight time tables or itineraries provided the departure and arrival dates remain unchanged, the substitution of a vessel, modification of itineraries, and change in cabin category or hotel accommodation provided it is of the same category.

¥ The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

¥ **Trip Alteration or Termination by Reasons Beyond Control**

I understood that my itineraries may be affected by reasons beyond control of Tara Himalayan Vision Pvt Ltd in such event, I accept that Tara Himalayan Vision has the right to alter my itineraries or cut short my trip for the purpose of my own safety at Tara Himalayan Vision full discretion. In such event, I shall not hold Tara Himalayan vision liable in anyway to refund any money.

7. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS:

The Company must be notified in writing at the time of booking of any medical conditions, physically challenged conditions or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the client being refused travel. Failure to notify the Company of any such condition that results in cancellation will result in 100% cancellation fees to the Client.

Some trips may be unsuitable for Clients due to age, mobility, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests.

Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

8. TRAVEL INSURANCE:

Adequate and valid travel insurance is compulsory for all travelers. Your travel insurance must cover accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. The Company also recommends it

covers trip cancellation, curtailment and loss of luggage and personal effects. You must carry proof of insurance with you and produce it if reasonably requested by the company employees or suppliers. The company reserves the right to cancel or suspend your participation on a trip or in certain activities that comprise part of a trip, at any time, including after the commencement of your trip, with no right of refund, if you are unable to provide proof of insurance when requested.

9. FLIGHT DELAYS AND CHANGES IN THE ITINERARY:

Please note that mountain adventures are always unpredictable. Bad weather in mountain regions can cause domestic flight delays. In case of delayed domestic flights, Tara Himalayan Vision Pvt Ltd will meet departing city accommodation (Guest House) and food (Lunch & Breakfast) costs prior to your trip. However in case of delayed return flights, the client is responsible to bear all additional expenses including food and accommodation costs.

If you wish to make an alternative arrangements such as Helicopter flight to avoid flight delays, all additional cost would be your responsibility.

Moreover, Tara Himalayan Vision Pvt Ltd does not accept any responsibility for costs incurred as a result of missed international flight, but would assist to make alternative arrangements wherever possible. Please also note that while on the field, we may have to make some changes in the itinerary due to unforeseen circumstances.

10. TRIP AMMENDMENT:

If the booking amendment request is received by Tara Himalayan Vision Pvt Ltd 30 days or more prior to your original trip departure, the company will make the necessary amendment with a charge of US\$100 per person. In case you wish to make amendments within 30 days of the trip departure, the cost of amendment may be higher depending upon the company's arrangements

with other parties such as hotels, Guest Houses, ground operators or airlines.

11. VISA & PASSPORT:

You must carry a valid passport and have obtained the appropriate visas when traveling with Tara Himalayan Vision Pvt Ltd. Please ensure your passport is valid for 6 months beyond the duration of the trip. Nepal Visa is available on arrival in Nepal. For Bhutan, the company can make necessary arrangements upon request. For India, the client will have to acquire the Visa from their own home country. For Tibet, the client will have to acquire the Chinese Visa from their own home country.

It is your responsibility to ensure that you are in possession of the correct visas for the countries you are traveling to. Tara Himalayan Vision Pvt Ltd cannot accept responsibility if you are refused entry to a country or places because you lack the correct visa documentation.

12. INJURIES AND EVACUATION:

Tara Himalayan Vision Pvt Ltd would not be liable for any injury/health conditions/emotional or other conditions suffered by the client during the trip. Similarly, our package cost does not include any personal insurance. While every effort is made to ensure the safety of all participants, it is a condition of booking that you take out a personal travel insurance policy. To protect against unforeseen circumstances, it is advisable to take a "Trip cancellations and medical insurance policy" before your arrival into Kathmandu. Such medical policies should cover transportation costs in the event of helicopter or surface evacuation. Medical coverage is especially mandatory for those who are trekking in high altitudes.

13. PERSONNEL AFFIRMATION AND AGENT'S RISK DISCLOSURE

I am aware that the mountain trek or expedition, jungle tour, traveling in mountain terrain, on rivers and in forests, whitewater rafting, traveling by

aircraft, car, coach, jeep, boat, canoe, raft, elephant, donkey, bicycle, or any other means of transport or any other portion of the journey or vacation under the aforementioned arrangements contains following, but not limited to risks of accident or illness caused by or resulting in the following:

- ¥ Accidents or illness in remote regions with little or no medical facilities and/ or without means of speedy communication and/ or evacuation;
- ¥ Illness caused by Client's inherent health condition or natural illness;
- ¥ Accidents caused by the forces of nature;
- ¥ Accidents caused by my own ignorance;
- ¥ Accidents caused by reasons beyond control of Tara Himalayan Vision Pvt Ltd.

14. SERVICES MISSED OR UNUSED:

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

15. UPDATING OF TERMS AND CONDITIONS:

The Company reserves the right to update and amend these terms and conditions at anytime. It is the responsibility of the Client to keep updated with any changes. The current version of terms and conditions will always be found on the website www.thv-travel.com and will be the terms referred to in any dispute.