



# Journey to Himalayas

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## Booking and Travel Terms & Conditions (TOS)

**JOURNEY TO HIMALAYAS** is referred to as **JTH** in this document.

**CLIENT** (definition of): Client is a person or agency who is interested in booking a trip with Journey to Himalayas.

**CONFIRMED TRIP** (definition of): A trip is deemed confirmed after five participants (unless otherwise specified) have registered and they have made their initial deposits. Registered participants will be notified once the trip is confirmed.

### **CLIENTS are required to take care of:**

1. **The travel documents** needed for traveling to India or other countries where JTH might be offering the trips (visas and passport). *JTH will be responsible only for getting the permits within India and Bhutan, such as "Restricted Area Permission" (RAP) or "Protected Area Permission" (PAP) which are required for travelling to some remote or sensitive areas within India.*
2. **Any vaccinations, health-entry requirements or customs requirements** for the countries involved in the tour.
3. **Travel arrangements** to the pick-up location of the trip.

## **BOOKING, REGISTRATION & PAYMENTS**

Registration for a tour is a legally binding travel contract with JTH. To book a space on a JTH trip, clients are required to make a minimum deposit of 1/3<sup>rd</sup> the total cost of the trip. The client(s) will be considered **registered** after this payment has been deposited in the JTH bank account. This deposit is non-refundable and will be forfeited to JTH if the client decides to cancel his or her trip or fails to make the remaining payments on time. However, the deposit will be returned if a client cancels before a trip has been **confirmed**. If the client is late in making payments, JTH reserves the right to cancel the client's registration.

Full payments for the trip need to be received by JTH at least 75 days prior to the trip commencement. JTH will not necessarily send out reminders for payment. If full payment is not received by this time the deposit will be forfeited to JTH and the space may be offered to someone else.

Payments may only be made by cheque, bank transfer or online credit-card through PayPal. If payment is made in part or full through PayPal, JTH will also charge a processing fee in addition to the regular costs.

Bookings with JTH are valid only for the original person registered and cannot be transferred to another person.

## **CANCELLATION & REFUND POLICY**

The cancellation fees which follow are a percentage of the total trip price, but not including insurance or other personal expenses that might be incurred by the client.

### **CANCELLATION BY THE CLIENT**

- If the client cancels before the trip is confirmed, JTH will refund the deposit and any additional payments made, minus any costs such as bank fees which have been incurred.
- If the client cancels a confirmed trip 49 days or earlier than the scheduled pick-up date in India: JTH will retain the initial deposit paid by the client and will refund 2/3 (66.7%) of the balance of the total package price. *For instance, if the price of the trip is CAD 6,000, and the client has paid CAD 2,000 to book as well as the remaining CAD 4,000, JTH will retain CAD 2,000 and refund two-thirds of CAD 4,000 which comes to CAD 2,666.67.*
- Seven to 48 days before the scheduled arrival (pick-up) date in India: JTH will retain the deposit paid by the client and will refund 1/3 (33.3%) of the balance of the package price.
- 24 hours to six days: JTH will retain the deposit paid by the client and refund 1/5 (20%) of the balance of the package price deposited.
- Less than 24 hours or "No Shows": No refund.

### **CANCELLATION BY JTH**

This contract may be cancelled by JTH, with no further obligations other than refunding payments, if the minimum number of participants necessary for the specific trip is not achieved (*which is usually five people, unless otherwise specified*).

JTH may cancel any trip for any reason, but a confirmed trip will not be cancelled less than 75 days before departure except in the case of a natural and unavoidable catastrophe, unusual or unforeseen circumstances beyond JTH's control. When a tour is cancelled by JTH before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

1. take a substitute trip of similar or lesser value if JTH is able to offer one and to receive from JTH the difference in price between the price of the tour originally purchased and that of the substitute tour; or
2. take a substitute trip of greater value, if JTH is able to offer one, by paying the additional cost; or
3. have a full refund of all monies paid, including deposits but less costs incurred, as soon as possible.

JTH is not responsible for any fees or surcharges charged by any other party or any other costs incurred by the client.

## **CANCELLATION DUE TO UNAVOIDABLE CATASTROPHE**

Other than refunding payments, JTH will be released from all obligations under this contract if a trip is cancelled due to natural and unavoidable catastrophe or exceptional and unforeseeable events that cannot be avoided by JTH, despite exercising due care. This may include such circumstances as strikes, war, epidemics, natural disasters, government evacuations, etc.

Under these circumstances, JTH will not be responsible for any expenses or other losses that the Client may have incurred, including such things as visas, vaccinations, non-refundable flights, loss of earnings, etc.

## **OTHER TERMS**

### **Credit Card, PayPal or other Bank Charges**

JTH is not responsible for any fees or other charges that might be applied by PayPal or other financial institutions. In the case of a refund of payments or partial payments, JTH will deduct any costs it has incurred for financial transactions between the client and JTH.

### **Weather conditions and routes**

If weather conditions or other such circumstances necessitate a change in plans, JTH may change tour routes, accommodation venues or other services as necessary. If changes are required, JTH will attempt not to change the character of the tour and to provide similar services. JTH does not assume any responsibility for poor weather conditions and the participant has no claim of any kind for reimbursement of the trip price due to these circumstances.

### **Special risks, Injuries, Sickness and other Liabilities**

JTH is obliged to thoroughly prepare the journey, and to thoroughly select the persons and services used in the tour, and to exercise due diligence in organization and care of clients. However, if travels include special risks, JTH will not be liable for the consequences of such risks.

The client will be liable for all personal injuries, sickness or health issues that he or she may encounter during the trip. Except in the case of gross negligence, JTH will not be liable for the loss of items belonging to the Client. The Client is advised not to carry along objects of special value.

During the JTH trip, the client is liable for any damage to property caused by his or her misconduct or negligence and shall indemnify and hold JTH harmless against all claims asserted directly on JTH in connection with such injuries and/or damage.

### **Travel Insurance**

JTH recommends that the Client obtain travel insurance covering cancellation charges, luggage, accident, illness and third-party indemnity. JTH will not be held responsible for any third-party indemnity.

## **State of health**

Many tours require a good general state of health and consulting a doctor beforehand is recommended. If there are doubts regarding a tour participant's state of health then a medical certificate must, on request, be presented to JTH. Tour participants who do not fulfil such prerequisites may be excluded from participation in the whole tour or sections of the tour without any claim on JTH arising from that.

The Client must notify JTH in writing, during the process of booking, of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel. Failure to notify JTH may result in the Client being refused travel.

## **Acceptance of Risk**

The nature of many JTH tours is adventurous and rewarding, however often involves risks beyond those encountered on a more conventional holiday. The Client hereby accepts the personal risk which may be encountered, assumes responsibility for all such risk and releases JTH from all claims arising from any damages or injuries or death resulting from these risks. Before the tour, the Client may be asked to sign a waiver accepting and acknowledging the risks and assuming full responsibility for them.

## **Factors Outside JTH's Control (Force Majeure)**

JTH shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or for financial costs both direct and indirect incurred, or for JTH's failure to commence, perform or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labour difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of JTH the consequences of which could not have been avoided even if all due care had been exercised; or an event which JTH or the supplier of services, even with all due care, could not foresee.

## **Bookings**

All reservations/bookings will be deemed as booked in Canada, and are subject to Canadian law and jurisdiction only.