



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 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 1/3rd the amount of total trip cost. The client 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 90 days prior to the trip commencement, or specified otherwise. 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.

An authentic cultural adventure in the Indian Himalayas!



Payments may only be made by cheque, bank transfer or online payments through PayPal or TransferWise.

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 booking deposit and any additional payments made, excluding any costs such as bank fees which may have incurred.
**Trip gets confirmed after the minimum number of registrants to run the trip is reached.*
- Once the trip gets confirmed, the deposit paid by the client to book the trip is non-refundable.
- Cancellations received 15 weeks or more before the trip begins: You will forfeit 50% of your booking deposit.
- Cancellations received between 10 and 15 weeks before the trip begins: You will forfeit 100% of your booking deposit.
- Cancellations received within 10 weeks of the trip's start date: The full trip cost is non-refundable, meaning you will forfeit 100% of the total amount paid.
- No Show: 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 a confirmed trip 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, the Client can either:

1. take a substitute trip of similar or lesser value, or
2. take a substitute trip of greater value, by paying the difference; or
3. have refund of their payment, after excluding the bank transfer fees, and losses due to booking cancellations & international exchange rate fluctuations between INR & CAD/USD.

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 as described in the section above (Cancelation by JTH), JTH will be released from all obligations under this contract if the trip gets cancelled due to natural and unavoidable catastrophe or exceptional and unforeseeable events. This may include climate/weather related issues and socio-political conditions in the region such as natural disasters, weather conditions, road closures, epidemics, strikes, war, social unrest, 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 (Change in Itinerary)

We try to follow the proposed itinerary as close as possible. If there is a change in itinerary, due to weather conditions and other local circumstances, JTH may change route of the tour, accommodation venues and other services as necessary. If changes are required, JTH will try its best not to change the character of the tour and to provide similar services. **JTH does not assume any responsibility for weather, climate, and socio-political conditions during the trip.** The participant have no claim of any kind for reimbursement of the trip price due to these conditions and circumstances.

Special risks, Injuries, Sickness and other Liabilities

JTH thoroughly prepares the journey, by selecting appropriate people and services used in the tour. JTH exercise due diligence in organization and taking 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, labor 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.