

## **Himalaya Journey Booking Conditions, Terms and Policies**

By joining any of Himalaya Journey's tours, the client agrees to the following booking conditions, terms and policies:

### **Deposits**

All tours arranged by Himalaya Journey require a deposit to be made. Your place on a journey is not guaranteed until the deposit is received. Upon booking a journey, a deposit is required from each person within 10 days to avoid having your tour canceled. If booking a journey that is to begin within the next 60 days (or within 90 days for Group Tours), full payment of the journey is required. The deposit amounts are as follow:

- **Package Tours:** \$400 deposit per person + 100% of any domestic airfare or train tickets required
- **Custom Tours:** \$500 deposit per person + 100% of any domestic airfare or train tickets required
- **Professionally Guided Tours:** \$750 deposit per person
- **Group Tours:** \$300 deposit per person + 100% of any domestic airfare or train tickets required

Clients are responsible for all transfer fees when sending us deposits. For PayPal or Credit Card payments, add 4% to cover the transaction fees.

### **Tour Balance Payment**

For all Package Tours and Custom Tours, the remaining tour balance is due from each person no later than 60 days before tour departure. For all Group Tours and Professionally Guided Tours, the remaining tour balance is due 90 days before tour departure. The client is responsible for covering any fees associated with sending the payment to Himalaya Journey. For PayPal and Credit Card transactions, please add 4% to the payment. All prices for our journeys are in US dollars. If you choose to pay with another major currency, we will adjust the price to that currency based on up-to-date exchange rates.

### **Forms of Payment**

Himalaya Journey accepts payments through bank transfers, PayPal and major credit card (processed through PayPal). Clients from the US can also pay using personal checks made payable to Himalaya Journey. Upon receiving both deposits and tour balance payments, Himalaya Journey will issue a receipt.

### **Tour Cancellation by the Client**

Clients can cancel their tour booking with Himalaya Journey at any time, though this cancellation must be received by us in writing. The cancellation charges are as follow for each client:

#### **For Package Tours and Custom Tours:**

- Cancellation 90 or more days before departure: Client forfeits 50% of the tour deposit

- Cancellation 60 to 89 days before departure: Client forfeits 100% of tour deposit
- Cancellation 31 to 59 days before departure: Client forfeits 50% of total tour cost
- Cancellation within 30 days before departure: Client forfeits 100% of total tour cost
- No show on tour departure day: Client forfeits 100% of total tour cost
- Cancellation or withdrawing during a journey: Client forfeits 100% of total tour cost

#### **For Group Tours and Professionally Guided Tours:**

- Cancellation more than 120 days before departure: Client forfeits 50% of tour deposit
- Cancellation 90 to 119 days before departure: Client forfeits 100% of tour deposit
- Cancellation 60 to 89 days before departure: Client forfeits 50% of total tour cost
- Cancellation within 59 days: Client forfeits 100% of total tour cost
- No show on tour departure day: Client forfeits 100% of total tour cost
- Cancellation or withdrawing during a journey: Client forfeits 100% of total tour cost

#### **Voluntarily & Involuntarily Leaving in the middle of Private or Custom Tour**

If a client voluntarily withdraws from during the course of a Private or Custom journey, no refund for the journey will be given. For involuntary withdrawal during the course of a Private or Custom journey due to sickness or family emergency, partial refunds will be at the sole discretion of Himalaya Journey and must be submitted to Himalaya Journey in writing within 30 days of the end of your tour.

#### **Voluntarily & Involuntarily Leaving in the middle of a Group or Professionally Guided Tour**

If a client becomes sick or wishes to leave in the middle of a Group or Professionally Guided Tour, the client is responsible for all costs associated with returning to Lhasa outside of the scheduled itinerary. If the client becomes sick during a journey, Himalaya Journey will assist the client by getting them immediately to the nearest clinic or hospital, but all medical costs are the clients responsibility. If the client needs to or wishes to return to Lhasa before the scheduled end of the Group Tour, Himalaya Journey will arrange for an additional vehicle to transport the client at the clients cost. **For this reason, we recommend a travel insurance policy that would cover unexpected illness and trip interruption.**

If you are not feeling well at Everest Base Camp and wish to go to a lower elevation for the night, we can transport you to the village of Basum, which is over 800 meters/2600 feet lower than Everest Base Camp. However, the client will be responsible to cover the additional costs of this unscheduled change. The cost for this extra service is \$80 USD for 1 person or \$100 USD total for 2 or more people.

If you are not feeling well at the start of the Kailash trek and do not wish to do the trek, you can stay at Darchen, however the additional costs associated with staying in a guesthouse of hotel in Darchen, along with all meals there, will be the clients responsibility.

#### **Tour Cancellation by Himalaya Journey**

However rare, Himalaya Journey reserves the right to cancel a tour for any reason related to forces outside of our control such as natural disasters, political instability or other Force Majeure reasons. If this happens, Himalaya Journey will notify you in writing immediately. For any tours that are cancelled by us, we will either offer you a comparable alternative journey or refund you the entire tour cost, minus \$50 for processing your refund.

### **Group Tour Cancellation or Cost Changes due to Low Booking**

Himalaya Journey reserves the right to cancel or change the costs for a Professionally Guided Tour due to low booking numbers. For **Professionally Guided Tours**, the minimum number of participants to make the tour viable is 5. If we receive less than the required number of clients to make the tour viable, Himalaya Journey will either cancel the tour, offer the client a different date to begin their tour or continue the scheduled tour at a revised cost per person. Himalaya Journey will let clients know at least 60 days in advance if a Professionally Guided Tour has to be cancelled.

If the tour is canceled, Himalaya Journey will refund you the entire tour cost minus \$50 for processing your refund. If Himalaya Journey offers to move you to a different departure date, no compensation will be given. If Himalaya Journey has to adjust the price of a tour due to low bookings, the client has the choice of continuing the tour by paying the adjusted price or canceling their journey. If a client chooses to cancel their journey rather than paying the adjusted price, Himalaya Journey will offer them a full refund, minus \$50 for processing your refund.

### **Force Majeure and Tour Changes**

Himalaya Journey will not offer compensation for Force Majeure (aka: Act of God or forces outside our control). These include, *but are not limited to*, road closures due to weather, natural disasters, political instability, government closure, riots, war or threat of war, loss of power, fire, technical or maintenance problems with transport, airport delays or closures, unexpected flight or train time changes or other similar situations outside the control of Himalaya Journey. Any extra costs incurred due to Force Majeure will be the customer's responsibility to cover. In the rare instance of Force Majeure when changes to a tour must occur, Himalaya Journey will do everything we can to make sure your tour continues in a safe and pleasant way by offering alternative routes and destinations. If your tour must be cancelled before it begins due to Force Majeure, Himalaya Journey will offer you a full refund, minus \$50 for processing your refund.

### **Changes to Hotels**

Though uncommon, Himalaya Journey reserves the right to change the hotel(s) that is/are listed in the original travel itinerary. If we have to do this, it will only be done for your comfort and safety. When this does happen, it is usually due to the original hotel being renovated, the hotel being unsafe due to reasons outside our control (natural disaster or political protests) or because we have found a better hotel in the same price range as the original hotel that was booked. If you have requested a specific hotel for us to book during your journey, we will stay to that booking unless there is a real concern for comfort and safety that would require us to move you to a more suitable hotel.

### **Hotels and Guesthouses in Remote Areas**

Many regions of the Himalaya, including the Everest Region in both Tibet and Nepal, the Kailash Region, eastern Bhutan, western Ladakh and other poor and undeveloped regions have poor hotels and guesthouses and sometimes do not offer any type of shower or bathing facility. These guesthouses are usually well below international standards. They usually have no heating, but have plenty of blankets. In addition, the toilets are often very 3rd World and located outside. The overall cleanliness of hotels and guesthouses in the remote Himalaya is below international standards. Often times these are the only hotels that are available for the journeys that we arrange. Clients should understand this before booking a journey. Himalaya Journey

always tries to book clients in comfortable and clean accommodations, even in the most remote of regions. However, Himalaya Journey will not be held responsible for any disputes regarding the conditions of hotels in the poor and remote regions of the Himalaya.

### **Price Changes**

However rare, Himalaya Journey reserves the right to increase the costs of a tour because of unexpected government regulations that we have to abide by that are outside our control. Things like tourist vehicle prices and entrance fees to parks, temples and monasteries in Tibet are strictly regulated by the government and can increase at anytime without warning. In this rare occurrence, we will give you as much advanced notice as possible.

### **Flights and/or Train Tickets**

Himalaya Journey does not offer air ticket or train ticket sales *except* when they are part of one of our Package or Professionally Guided Tours. Otherwise, all international flights and domestic flights are the responsibility of the client. Himalaya Journey will not be held responsible for any losses or costs incurred due to delays or cancellations of flights and/or trains. Any dispute regarding train or flight tickets must be taken up directly with the airline or railway company.

### **Travel Insurance**

All clients of Himalaya Journey **MUST** take out a travel insurance policy that should provide coverage before, during and after your journey for any medical expenses coming from personal illness or accident, as well as provide coverage for emergency evacuation and repatriation. In addition, we strongly recommend a policy that includes coverage in case of lost luggage, cancelled and/or changed flights and/or trains, or unexpected trip cancellation. It will be the clients responsibility to take out this insurance policy. At Himalaya Journey, we highly recommend both **World Nomads** and **Travel Guard**. When taking out a travel insurance policy, be sure to inquire if the Himalayan regions of Tibet, China, India, Nepal and Bhutan are covered. If you plan to go rafting or trekking on your journey with us, make sure your policy covers these activities. Himalaya Journey will not be held responsible for any dispute or claim that arises from the client not having travel insurance or adequate travel insurance.

### **Passport, Visas and Travel Permits**

Each client should make sure that their passport has a minimum of 6 months validity remaining from the time that your journey with us is finished. For our journeys to Tibet (China), India and Nepal, it will be the clients responsibility to obtain these visas. Visas for China and India must be obtained in advance, while visas for Nepal can be obtained on arrival for a fee. Himalaya Journey will assist each customer with obtaining the required tourist visa for journeys to Bhutan. Himalaya Journey will also assist each client in getting a Group Chinese Visa when going from Nepal to Tibet (note: for standard journeys to Tibet starting in Mainland China, customers can obtain the required Chinese visa on their own through a Chinese Embassy or Visa Service Center). Himalaya Journey offers advice on how to easily obtain the required visas for the Himalayas. All passport and visa costs are the responsibility of the client to cover.

Many areas of the Himalaya require travel permits in addition to a visa, including all of Tibet and parts of India, Bhutan and Nepal. For journeys that required travel permits, Himalaya Journey will take care of all details. These permit costs are included in the tour price, unless specifically stated.

### **Travel Vaccinations**

It will be each clients responsibility to know the specific travel vaccinations required/ recommended for the region(s) they are traveling to. It is also the clients responsibility to cover the costs of all travel vaccinations needed. For a list of required and recommend travel vaccines, we recommend the following website: <http://wwwnc.cdc.gov/travel>

### **Tibet Transportation Co-Operatives**

In Tibet, tourism vehicles are all owned and maintained through a handful of transportation co-operatives which are operated by a branch of the China government. All foreign travelers to Tibet must use these vehicles owned by transportation co-ops for the duration of their journey in Tibet. As Himalaya Journey does not own these tourism vehicles, any dispute with the vehicle, however rare this occurs, must be brought directly to the attention of the transportation co-op. Himalaya Journey will not be held responsible for any disputes in regards to tourism vehicles.

### **Complaints and Refunds**

If you have a complaint during the course of your journey, it should be made known to Himalaya Journey staff immediately so that we can resolve the issue. Failure to bring up a matter at the time it happens will affect the clients rights to receive compensation. Should a matter remain unsolved by the end of your journey, the client should contact Himalaya Journey in writing within 15 days of the end of the tour regarding the matter. Complaints received after 15 days from the end of the journey will not be considered. All complaints received within 15 days will be thoroughly investigated and refunds or partial refunds will be at the discretion of Himalaya Journey. No refunds will be given for unused services during the clients journey. This includes any unused hotels, entrance fees, train tickets, flights, meals or other unused activities.

### **Behavior, Politics and Law**

Each client is required to behave in a respectful and law-abiding matter when traveling with Himalaya Journey. The laws in Himalayan nations might be very different than the laws in your country. Nonetheless, clients are required to obey the laws in the country they are traveling in. If a client is found breaking the law, Himalaya Journey will cooperate with local law enforcement and the client will be forced to leave the journey immediately without any refund for unused portions of their tour. If a client is being disrespectful, rude and/or disruptive during a Group Journey or Professionally Guided Journey, the customer could be expelled from the tour, at the sole discretion of Himalaya Journey, while forfeiting any right for refund.

The Himalayas are often politically sensitive regions. Clients will be forced to leave any journey in which they participate in political protests or any form of public criticism of local governments. If you are removed from a journey due to participating in political protest, you immediately forfeit your right to be refunded for any unused portion of your journey.

### **Health, Fitness, Age, Pregnancy and Disability**

All clients should be in overall good health before joining any of our journeys. Many of our journeys take place in high elevations between 3100 meters and 6100 meters (10,000 feet and 20,000 feet). Eliminating the risk of altitude sickness is impossible when traveling at high elevation, but all of our travel routes are built with acclimatization in mind to help reduce the risk of serious altitude-related illness. The sales managers at Himalaya Journey will NOT design customized travel routes that do not allow for proper altitude acclimatization. Our overland journeys do not require any strenuous trekking or climbing, but will have clients spending considerable time each day walking though towns, villages and monasteries. Though most of our treks do not require any prior high altitude or extensive trekking experience, all of our treks

and climbs that take clients above 5200 meters (17,000 feet) require clients to have previous high altitude experience and be at a top level in fitness.

Himalaya Journey will not accept any unaccompanied minor that is under the age of 18. Some regions of the Himalaya, such as the Mt. Kailash region of Tibet, have travel regulations that will not accept travelers aged 70 and above. Travelers over the age of 70 will be required to answer a few simple health questions to ensure your safety when traveling in the Himalayas.

Due to the high elevations found across Tibet and Ladakh, India, Himalaya Journey cannot accept any pregnant women or any children under the age of 7 on tours to these locations due to increased health risks. In addition, Himalaya Journey will not arrange any treks in Nepal or Bhutan that go above 3100 meters (10,000 feet) for pregnant women or children under the age of 6. Other journeys in Nepal and Bhutan that take place under 3100 meters can be joined by pregnant women who are in their first trimester of pregnancy and by children under the age of 7, granted they are part of a Package Journey or Custom Journey. Himalaya Journey cannot accept women who are beyond their first trimester of pregnancy on any of our journeys.

Any client who has a physical or mental disability or who is undergoing treatment for an illness must make it known to Himalaya Journey at the time of booking. Having a disability or illness does NOT disqualify you from participating in one of our journeys, however, it could place a limitation in the type of journey we can offer. In some cases, Himalaya Journey will require a note from your physician stating you are able to travel to the Himalayas.

### **Special Requests**

Any special requests for one of our journeys should be communicated clearly to us in writing and should be made known as early as possible. This includes dietary restrictions, single room supplements or anything else that we should know about. Himalaya Journey cannot guarantee that we can accommodate all special requests, but we will try! Some special requests will require an additional cost that the client is responsible for.

### **Agreement**

All clients of Himalaya Journey must agree to the above Booking Conditions, Terms and Conditions before they can be accepted on any of our journeys. In addition, they will have to accept our additional Cultural Policies as well as our Camera Policies. A signed agreement is required from each client before their journey can be processed.

Himalaya Journey offers retail travel services to customers, which are provided by separate and independent vendors of travel services. Himalaya Journey does not operate, control, or otherwise provide the services of the independent travel vendors. Hence, customer agrees that Himalaya Journey acts only as agent for the client in acquiring transportation, hotel accommodations, sightseeing and other privileges, or services for the clients' benefit, and on the express condition that Himalaya Journey shall not be responsible for any loss, accident, injury, delay, defect, omission or irregularity which may occur or be occasioned, whether by reason of any act, negligence or default of any company or person engaged in or responsible for carrying out any of the arrangements, or otherwise in connection there with.

### **Contact Us**

If you have any questions regarding our Booking Conditions, Terms and Policies, please email us at: [info@himalayajourney.com](mailto:info@himalayajourney.com)