

Booking Terms and Conditions RHH

All bookings made with **Royal Himalayan Holidays Pvt. Ltd.** are subject to our Booking Terms & Conditions. They are available in full here for your information and should be read before making any type of online booking.

1. Travelers will receive all essential information about the package before concluding the package travel contract with Royal Himalayan Holidays Pvt. Ltd.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract of Royal Himalayan Holidays Pvt. Ltd.
3. Travelers are given an emergency telephone number or details of a contact point where they can get in touch with Royal Himalayan Holidays Pvt. Ltd.'s organizer or travel agent.
4. Travelers may transfer the package to another person, on reasonable notice and possibly subject to additional administration costs.
5. The price of the package may only be increased if specific costs rise (for instance, fuel prices or government rates) and if expressly provided for in the contract, and in any event not later than **30 days before the start of the package**. If the price increase exceeds **10% of the price of the package, the traveler may terminate the contract**. If the organizer reserves the right to a price increase, the traveler has a right to a price reduction if there is a decrease in the relevant costs.
6. Travelers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travelers are entitled to a refund and compensation where appropriate. These refunds are minus any transfer and administration costs.
7. Travelers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package as illustrated by Royal Himalayan Holidays Pvt. Ltd.
8. Additionally, travelers may at any time before and not less than **7 days** from the start of the package terminate the contract in return for an appropriate and justifiable termination fee of **20%** of the total package cost.
9. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveler at no extra cost. Travelers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organizer fails to remedy the problem.
10. The organizer has to provide assistance if the traveler is in difficulty.
11. If the organizer or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organizer or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travelers is secured.

The Package Travel and Linked Travel Arrangements Regulations 2018 can be found at - <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

Booking Terms & Conditions

Your contract is with **Royal Himalayan Holidays Pvt. Ltd.**, a member of NTB (Nepal Tourism Board), TAAN (Trekking Agencies Association Nepal), NMA (Nepal Mountaineering Association), and registered license holder with the Nepalese Government, with registered company number 210299/075/076

The following Terms shall have the meanings set out below when used in these Booking Conditions:

'We',
'Our',
'Us',
'Royal Himalayan
Holidays'
'RHH'

Means **Royal Himalayan Holidays Pvt. Ltd.**

'Holiday'
'Trek'
'Tour'

Means the Holiday, trek or tour booked by you or any person on your or your group's behalf.

'Unavoidable and
extraordinary
circumstances'

Means any circumstances which are unusual and/or unforeseeable which are beyond the control of **Royal Himalayan Holidays Pvt. Ltd.**, the consequence of which could not have avoided even if all due care had been exercised, including (but not limited to) War or threat. of war; riot; civil strife; hostilities; political unrest; government action; Industrial dispute; natural or other disaster; nuclear incident; terrorist activity; weather conditions; closure of airports; fire; flood; drought; re-scheduling or cancellation of flights or alteration of the airline or aircraft type by an airline and Technical problems with transportation and all similar events outside our control. Changes occurring because of the recommendation of governments, international organization, police or the foreign and commonwealth office; and all similar events Outside of our control.

the following are examples when made before departure:

'Significant Change'

- a. A change of resort area for the whole or a major part of your holiday,
- b. A change of accommodation to that of a lower official classification for the whole or a major part of your holiday,

- c. A change of departure airport, and or arrival date,
- d. A change of outward departure time or overall length of your holiday
Of twelve or more hours.

'Package'

Means a package as defined in the Package Travel and Linked Travel Arrangements 2018.

*These conditions apply to all Holidays, Treks, Tours, and activities, they also govern your relationship with **Royal Himalayan Holidays Pvt. Ltd.** Please read them carefully before making any type of booking.*

1. Your Holiday Contract

1.1. When a booking is made, the 'lead name' on the booking guarantees that he or she has the authority to accept and does accept on behalf of all members of your party the terms of these booking conditions. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice.

1.2. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name'. This contract is governed by Nepalese Law, and at the jurisdiction of the Nepalese Courts.

1.3. It is important to check the details on your invoice when you get it, or if booking late at the time of booking, that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes or corrections later on.

1.4. Once you have made your booking, then any amendments to the booking or to your Travel Arrangements (which are subject to clause 8 below) will be subject to these Booking Conditions which will apply to that amendment immediately upon the amendment being confirmed.

1.5. These Booking Conditions apply equally to all members of your party named in the booking. Where the 'lead name' on the booking is booking on behalf of other persons, it is your responsibility to ensure that these Booking Conditions are brought to their attention and that they are familiar with them. We are entitled to assume that all members of your party have read these Booking Conditions. Any reference to 'you' or 'your' shall be deemed to include all named persons on the booking.

1.6. Only we, the 'lead name' on the booking and any other persons in your party and whose names appear on the booking shall have any rights to enforce these Booking Conditions.

1.7. The 'lead name' who makes and pays for the booking must be at least 18 years of age.

2. Website accuracy

Although Royal Himalayan Holidays makes every effort to ensure the accuracy of the website information and pricing, regrettably errors can occur. You must therefore ensure you check the

final price and all other details of your chosen arrangements with us both at the time of booking and upon receipt of the Confirmation Invoice.

3. Passports, visas, health requirements and travel documents

3.1. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure and for ensuring that you meet any foreign entry requirements. A full and valid passport is required. Visas (tourist) can be acquired upon arrival in Nepal at the International Airport, or at the Nepalese Embassy located in your respected country. Upon accepting our booking we conclude that you are in possession of a valid passport for the duration of your holiday.

3.2. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information please visit

<http://www.nepalimmigration.gov.np/page/tourist-visa>

3.3. It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates. Requirements do change and you must check the up to date position in good time before departure.

3.4. You should consult your doctor for current recommendations and information on inoculations or vaccinations before you depart relevant to the destination you will be visiting or transiting through. RHH accepts no liability if you or any member of your party are refused entry into the country due to failure to hold the correct passport, visa and/or other travel documentation required by any airline, authority or country you are visiting or transiting through (whether or not you are required to leave the aircraft) including but not limited to a valid ESTA as referred to below.

Health Requirements & Covid-19 regulations

3.5. Upon proof of vaccination or a PCT negative report taking 72 hours before arrival, no quarantine is required.

3.5.1 It is your responsibility to ensure that you are fit to travel and meet all health entry requirements, obtain recommended inoculations, vaccinations take all recommended medication and follow all medical advice before departure. Royal Himalayan Holidays shall not be liable if you are refused entry into any country or destination because you cannot show that you have received all required inoculations or vaccinations or PCT negative report taken 72 hours before arrival or because you do not satisfy the health requirements of Nepal.

4. Insurance

4.1. It is a condition of your booking with us that you and all other members of your party including all infants and children, are adequately insured on your holiday. It is your responsibility to ensure that the insurance policy you purchase is suitable, covers your requirements (including but not limited to health requirements and car hire requirements) and is adequate for your particular needs and travel arrangements. Please read and take it with you on your holiday.

4.2. Please note that if you transfer your holiday, you cannot transfer the holiday insurance. The new traveler must ensure that they have their own insurance in line with these booking conditions.

4.3. We strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses, as well as ensuring you have cover for any activities you have booked, including additional cover for helicopter rescue/extreme sports/adventure travel and all other activities you have booked.

5. Your financial protection

5.1. We provide full financial protection for our package holidays as per art. 5.2., 5.3. and by way of our licensed registration number of the Nepalese Government number 255489/077/078. Issued by the Nepalese Government and our membership with NTB, TAAN, and NMA.

5.2. On any type of **cancellation** in advance of **30 days before** starting your holiday **in Nepal** the payment will be **fully refunded** minus the bank transfer fees and small administrative costs. An **emergency cancellation in 7 days before** the start of your holiday package **in Nepal** will result in a refund of **20% of your payment** minus the bank transfer fees and small administrative costs. In case of a holiday booked with us in Bhutan or Tibet cancellations **before 7 days** will result in a **20% refund of your payment** minus the bank transfer fees and small administrative costs.

5.3. On any type of cancellation on a period **within 7 days** of the start of your holiday package, any type of payments made for your holiday package will be **non-refundable**, as we already made the preparations and payed the necessary parties.

6. Paying for your holiday

6.1. We accept payment by Cash, Credit or debit card, Bank Transfer, online payment. In order to confirm your chosen arrangements, you must **pay a 25% deposit** subject to "5.2, 5.3, and 6.2", this will be confirmed to you at the time of booking.

6.2. If **booking within 7 days of departure full payment** will be required by credit card. The balance of the cost of your arrangements (including any surcharge where applicable) is due not **less than 7 days** prior to departure. If we do not receive this balance in full and on time, we

reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 5.3.

Credit Card Fraud Contingency

6.3. If you do not supply the correct credit billing address and/or cardholder information, your booking will not be confirmed, the issue of your holiday package may be delayed and the overall cost may increase. We reserve the right to cancel your holiday if payment is declined for any reason or if you have supplied incorrect credit card information. We also reserve the right to carry out random checks (including but not limited to a search of the electoral roll) in order to minimize credit card fraud. As a result of this, before issuing booking confirmations we may require you to provide us with a postal copy of proof of address, a copy of your credit card and a recent statement. If we become aware of, or are notified of, any fraud or illegal activity associated with the payment for the booking, the booking will be cancelled and you will be liable for all costs and expenses arising from such cancellation, without prejudice to any action that may be taken against us.

7. If you want to change a booking

7.1. If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will endeavor to make these changes (subject to these Booking Conditions and any applicable charges being paid by you), but it may not always be possible. All amendments are subject to availability and eligibility to make changes and actual charges applying will be advised to you when you request the change. Any request for changes to be made must be from the 'lead name' on the booking. Written notification by mail or email to info@royalhimalayanholidays.com from the 'lead name' on the booking must be received at our office as soon as possible. If we agree and are able to make the changes requested, you will be asked to pay any further cost we incur in making this alteration. In cases where the administration charges made by our Suppliers are higher we reserve the right to pass on such charges to you.

7.2. You can **transfer your booking** to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing **at least 15 days before** departure.

7.3. Name change requests within 48 hours of the date of departure cannot be guaranteed. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight. If you request to change all names on a booking, this will be considered as a cancellation and new booking and full cancellation charges will / can apply.

8. If you have a complaint

8.1. If you have a complaint whilst away you must immediately notify our local representative and the supplier of the service (s) and complete a report form in resort. If they are unable to resolve the problem, you should contact us straight away on the details shown in your travel documentation and we'll do everything reasonably possible to resolve your complaint whilst you're on holiday.

8.2. If you are still not satisfied on your return home, please call us on **+977 9810349254** or option 2, email us at info@royalhimalayanholidays.com within 28 days, giving your booking reference and all other relevant information so we may focus on solving your complaint.

8.3. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If you fail to follow these procedures, your right to compensation may be affected as we will have been deprived of the opportunity to rectify the problem. Please also see clause 9 below.

9. Additional assistance

9.1 If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

10. What happens to complaints?

10.1. We are a Member of NTB and the Department of Tourism and are obliged to maintain a high standard of service to you by the Department of Tourism's Code of Conduct. Further information about the Department of Tourism's assistance in resolving disputes can be found on <http://www.tourismdepartment.gov.np/>

11. Our liability to you

11.1. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.

(1) In respect of Packages

We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care. This means that we will accept responsibility if, for example, you suffer death or personal injury or your contracted arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing your arrangements. As you know Nepal has a rough terrain and can get adventurous and on some treks even dangerous. Therefore Royal Himalayan Holidays will not be liable for any injuries or personal accidents that happen during your holiday. Further, we will be responsible for what our employees, agents

and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do.

(2) In respect of other arrangements

We promise to use reasonable skill and care in the performance of our contractual obligations, subject to and in accordance with these Booking Conditions. Our contractual obligations consist of using our reasonable skill and care in making a booking and arranging your accommodation/car hire/flight, as well as using our reasonable skill and care in choosing our suppliers.

(3) In respect of Packages and other arrangements

We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; or a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

(4) Except as specifically set out in these conditions, we will not accept any further or different liability than the Package Travel and Linked Travel Arrangements Regulations 2018 impose. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

(5) We limit the maximum amount we may have to pay you for any claims you may make against us. The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is **NRS 5000/-** per person affected unless a lower limitation applies to your claim under this clause.

For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is three times the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Our liability will also be limited in accordance with and/or in an identical manner to:

a) The contractual terms of the companies that provide the services that make up your package. These terms are incorporated into this booking.

(7) Local Excursions/Activities/Local Events

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our social media or on our website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you. Excursions, tours, activities or other events that you may choose to book or pay for through our concierge service or whilst you are away ('Local Events') are not part of your package holiday provided by us and these website booking terms and conditions do not apply. For any Local Event your contract will be with the supplier of that Local Event and not with Royal Himalayan Holidays. We are not responsible for the provision of the Local Event or for anything that happens during the course of its provision by the supplier. Please note that this position also includes all hazardous activities.

12. Special requests and medical information

12.1. If you wish to make a special request, you must do so at the time of booking. But we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier or hotelier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part and not liable for complaint. Unless the request has been specifically confirmed and accepted by us.

12.2. We are happy to advise and assist you in choosing a suitable holiday with us. As some of the accommodation and resorts featured may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc., it is important that, when booking, you advise us of any disabilities and special requirements to make sure the holiday meets your specific needs. If you have any specific dietary needs or severe allergies please contact us to discuss your personal needs. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details. For further assistance, please call the 'Royal Himalayan Holiday's Special Assistance Department on **+977 9810349254**, or email at info@royalhimalayanholidays.com.

12.3. In respect of treks, peak climbing, expeditions and adventure activities, expectant mothers in or over their **24th week of pregnancy** may **not** be able to travel or participated in the booked holiday packages, the 'lead name' will be held liable and we consider the contact as null and void due to misinformation on your part. You must inform us if you or any other member of your party is pregnant or becomes pregnant prior to travel.

13. Loss/Damages

13.1. We will exercise utmost care in handling its guests and their property, but will not be responsible for loss or damage to personal belongings or personal injury.

14. Privacy Policy

14.1 All info provided by you, will strictly be used for booking purposes only. RHH does not send your personal info to any other parties not involved with your booking process, and so insures your privacy while booking with us. Any and all info send via mail or RHH website-forms will only be saved, during your booking process.

15. Transportation

15.1. We may, at our discretion, use Car, Van, Min-buses or any other suitable transport subject to weather and other conditions (a request for a specific type of vehicle will be considered). We reserve the right to employ the service of subcontractors. English speaking guides are provided. All tours start and end in Kathmandu, Nepal.

16. Price Lists

16.1. Price quotations are inclusive of hotel or lodge accommodation, driver, guide and their expenses. Quotations do not include personal expenses, lunch and dinner in Kathmandu, Pokhara, and Lumbini, alcoholic drinks, tips or any other items not mentioned in the quotation or the include section of your booked package.

17. Accommodation

17.1 Based on two persons sharing a twin room/tent or tea house. Where possible rooms with private bath are requested. Single rooms are available at and additional cost but cannot be guaranteed especially during the high season. As RHH deals in luxury vacations, hotel accommodations in the cities e.g. Kathmandu will be in 4 to 5* category hotels/resorts unless requested differently during your booking.