

## 1. THE CONTRACT:

Please go through the following Terms and Conditions that govern the relationship between you (client) and Swotah Travel and Adventure Pvt. Ltd. (herein after referred as "The Company"), Registered Company Number **158282/073/074.** 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:

You'll have to make a non-refundable deposit of minimum \$200 or 10% (whichever is greater) of total price of the trip at the time of booking. In order to confirm the trip you have to enquire us for details. You can pay the remaining amount upon your arrival in Kathmandu and before the trip departure.

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

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, cash or by Credit Card (Visa, MasterCard or Amex). There is 4% surcharge when the payment is made by cards (this applies to all payments; deposits, final balances, trip extension and miscellaneous purchases.)

## 5. CANCELLATION BY THE TRAVELER:

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 365 days or more before departure: Non Refundable Amount (10%/ \$200)

Cancellation 100-364 days before departure: 15% of total price of services booked.

Cancellation 99-60 days before departure: 20% of total price of services booked.

Cancellation 59-30 days before departure: 30% of total price of services booked.

Cancellation less than 30 days before departure: 50% of total price of services booked.

The Client is strongly advised to take out cancellation insurance at the time of booking.

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.

The company 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, the company 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.

#### **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, the company 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 arrangement such as Helicopter flight to avoid flight delays, all additional cost would be your responsibility.

Moreover, the company 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 the company 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. Once the permit is made, trip amendment is not possible or the clients will be charged the cost of permit.

#### **11. VISA & PASSPORT:**

You must carry a valid passport and have obtained the appropriate visas when traveling with us. Please ensure your passport is valid for 6 months beyond the duration of the trip. Nepal Visa is available on arrival in Nepal. For Tibet & Bhutan, the company can make necessary arrangements upon request. For India, the client will have to acquire the 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. The company cannot accept responsibility if you are refused entry to a country or places because you lack the correct visa documentation.

#### **12. INJURIES AND EVACUATION:**

The company 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. Hence, we advise the clients to take adequate insurance packages, including medical emergencies and evacuation by Helicopter.

#### **13. 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.

#### **14. UPDATING OF TERMS AND CONDITIONS:**

The Company reserves the right to update and amend these terms and conditions at any time. It is the responsibility of the Client to keep updated with any changes.

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