

WARRIORS PATH

EVEREST BASE CAMP

TERMS & CONDITIONS

The purchase of any travel services offered by Go Magic Trails (hereinafter referred as GMT), National Adventure Foundation, Delhi – NCR Chapter (hereafter referred to as NAF) & Syngriity constitutes a contractual arrangement between GMT, NAF & Syngriity ('First Party') and Client (hereinafter referred as 'You') ('Second Party'). Both Parties are hereinafter referred as ('Parties').

Booking of services with GMT, NAF & Syngriity represents your unconditional acceptance of the terms & conditions set out in this document. These terms and conditions shall be binding on you and all the travel companions booked by you.

This expedition in the Himalayan region carries an inherent risk to life and property of both Parties. The weather changes in minutes causing injury and death, which is beyond the First Party control. GMT, NAF & Syngriity will do their best to reduce all types of risks, discomfort and hazard to the best of their ability (within financial constraints), yet there are chances of accidents, mishaps and deficiency in service. These terms and conditions must be agreed to. Please ensure that you read carefully and understand these terms prior to confirming your booking.

Photographic Collaterals

Pictures used on the website and collateral are meant for marketing purposes. These do not imply the inclusion of the pictorial content to be a part of your vacation or any guarantee that you will experience or view whatever is depicted through the pictures.

Fitness/Medical Advisory Responsibility

GMT, NAF & Syngriity offer trails & expeditions that require varied levels of fitness. The level of difficulty can be based on a variety of factors like extent of physical stress, the terrain, weather and / or climate. The degree of difficulty for some trips can be physically demanding. To enable you to choose appropriately and prepare accordingly, carefully review the level of difficulty for the Warriors Path.

- We advise you to obtain medical advice, latest health requirements including inoculations and vaccines before you join the expedition. First Party will not responsibility for your inability to cope with the level of difficulty on a trip.
- The onus of being fit, healthy and in shape before getting on the trip rests with you.
- You are solely responsible for ensuring that you are ready for the trip in every way, including physical and mental conditioning.
- You are also expected to carry the right clothing and equipment.
- While we accept clients up to the age of 70 years in most of our expeditions, any disability, pregnancy, mental or physical or any other medical condition that may affect your fitness to complete the trek must be revealed at the time of booking the trip to GMT, NAF & Syngriity.
- You also undertake that you and your travel companions, for whom you have signed up, do not suffer from any condition or disability that could create a hazard to your own wellbeing or to others on a trip.
- Failure to share this information with the First Party can result in immediate termination of your trip at any stage of the trip with full cancellation penalty.
- GMT, NAF & Syngriity reserve the right to decline, accept, and / or remove from a trip, any participant, at his or her sole expense, whose condition could create a hazard to any other member of the trip, including themselves.

Insurance & Emergency Evacuation

- Insurance is pre-requisite for any traveler tackling the Everest Base Camp expedition. Obtaining insurance with emergency evacuation for the expedition is mandatory. Without the correct insurance, no person will be allowed to be part of the expedition.
- The one policy provider that stands out above others for adventure travel insurance is www.worldnomads.com. They offer well-priced insurance that covers most of the considerations listed and will cover treks up to 6,000m.

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Verification of Dates

- You are solely responsible for verifying the correct dates mentioned on the travel documents.
- Please ensure you get the travel dates correct if travelling from other countries.

Documents

- All necessary documents should be presented in advance.
- GMT, NAF & Syngriyare not accountable in case of any trip documentation or formality is not completed in time due to the absence of essential papers and documents.

Expedition Schedule

- Your safety and enjoyment are our prime concern.
- GMT, NAF & Syngriyare, therefore carries out its responsibility honestly & sincerely to ensure that your trip is hassle-free as desired.
- Keeping this responsibility in mind, the First Party reserves the right to modify or cancel the trip or part of the trip under circumstances, including but not limiting to, Acts of God, road blockage, political unrest, cancellation of flight, delayed arrival, sickness, accidents, events beyond the First Party's control etc.
- Any extra cost arising from such circumstances shall be borne by you on the spot. Wherever possible GMT, NAF & Syngriyare shall intimate you of such changes in advance or while on the trip.

Refund

- No refund, partial or otherwise, will be made if you voluntarily leave or drop out of a trip for any season after the trip has begun. No refunds will be made for any accommodation, transportation, sightseeing, meals or services not utilized.
- In case, the First Party cancels the trip due to unforeseen circumstances it would be happy to suggest an alternative trip/dates. You shall be notified of same. You may accept the alternate trip suggestion, voucher or request another trip of your choice. The validity of such an offer will be one year. The difference in cost, if applicable, will have to be borne by you. The First Party, shall, under no circumstances, be liable for any additional costs, credit card charges, travel arrangements including but not limited to flight cancellation, railway, hotel, visas costs, onward arrangements coinciding with this trip etc. Refunds in such a scenario will happen as per our cancellation policy.
- Refunds are not possible for any missed or unused services including voluntary / involuntary termination of tour on account of sickness, death of a family member, late arrival on the tour etc.
- GMT, NAF & Syngriyare also not liable to pay any compensation for any loss arising as a consequence of trip curtailment, alteration, extension or cancellation due to any reasons. However, you expressly agree that, in any event, the maximum liability of our company will be limited to the trip cost paid to us.

Communication

All the communication will be done through the email ids submitted by the client in the registration form. We, the First Party, are not responsible for loss or delay of communication due to incorrect email id submitted by you. In case of change in email ID, First Party should be informed in writing to uma@gomagictrails.com or vikram@syngriyare.com at the earliest.

Baggage Responsibility

- Baggage and personal effects are to be kept safely throughout the trip. First Party will have porters to transport your bags throughout the expedition. However, we do not encourage you carrying any jewelry, valuable things while on-trip.
- First Party is not responsible for the loss of personal goods, air tickets, passport, cash, traveler's cheques, or any other travel document or item owned by you while on tour, whatever the cause.

Travel Behaviour

- You are required to behave in a manner that is acceptable and conducive to group travel. First Party reserves the right to terminate your trip (if you are found to be causing distress / annoyance to co-travelers, endanger / damage property of any supplier or of other travelling companions), without assigning any reason whatsoever. No refund for unused services is possible in such cases.
- You also agree to abide by the authority of the expedition leader designated by the First Party. The decision of the tour leader is binding on all participants on matters that affect the safety or well-being of any person participating in the trip. Behaviour that causes danger, distress or annoyance to others, or interferes with the mobility of the group can result in the group leader terminating your participation from the trip, with no right to refund for missed or unused services.

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Amenities

We make every effort to ensure comfort of our guests, but GMT, NAF & Syngriity request your understanding that the amenities in the Himalayan region may not be same as the ones you are accustomed to, at home. Weather is another factor that will have direct impact on your journey. Hence, you are requested to have patience, enthusiasm and be prepared for compromises before you choose to undertake this journey.

Extra Expenses

- Inclusions for each trip are accommodation, meals, arrival or departure transfers, guides, entrances fees, equipment and baggage handling, and are specified with the itinerary.
- Unless otherwise stated, insurance, international and domestic airfares, cost of obtaining passports and visas, airport departure taxes, excess baggage charges, tips to guides, drivers and camping staff, meals other than those specified in the itinerary, beverages, personal expenses such as laundry, phone calls and optional tour prices are extra.

Awareness

- You are likely to visit places where political, cultural and geographical attributes present certain risks, dangers and physical challenges.
- By virtue of booking an expedition with GMT, NAF & Syngriity you accept that you are aware of the personal risks, dangers and challenges attendant upon such travel and that you assume the risks involved.
- You hereby assume all such risk and release GMT, NAF & Syngriity from all claims and causes of action arising from such damages or injuries or death resulting from these inherent risks.
- Please be responsible enough to familiarize yourself with customs, weather conditions, physical challenges and laws in effect as well as your local embassy contacts in each destination.

Third Party Services

You are requested to understand that to run such an expedition, the First Party hires the services of Third Parties who are professionals in their field. You will therefore absolve GMT, NAF & Syngriity from any liabilities, vicarious or otherwise arising from deficiency in service of these third parties. While we will do our best to ensure great service levels at all times, the First Party will not be responsible for any harm, loss or damage to your luggage, belongings or self when carried by porters, ponies or vehicles, during the trip, your arrival and departure or stay at the hotel / guest house.

Photography Rights

GMT, NAF & Syngriity reserve the right to take photographs of you during the trip or part thereof and to use them for promotional purposes. By booking a trip with us, you automatically grant us royalty-free, perpetual, worldwide and irrevocable license for using your images in photographs and videos that may be used for promotional material, website, social media, collateral and any other marketing and publicity materials. We will not require your prior consent and we do not need to compensate you for such use of your photographs or videos. However, GMT does cater to media professionals. Should you have any reservations about your images not being used, please inform us at the time of booking your trip.

Optional Activities

There are no optional activities offered as part of the Warriors Path. If you wish to explore Nepal, apart from the expedition, please inform us at the time booking.
We can facilitate the booking process for you.

Our Signature Vacations

We have taken every reasonable step to ensure that the trip preparation meets the required standard. We have carefully selected our service providers and ensured that service-descriptions are accurate. However, we only select and inspect them and have no control whatsoever in their management and running. GMT, NAF & Syngriity cannot be held liable for injury, damage, loss, accident, delay or irregularity which may arise (directly or indirectly) through acts or deficiencies of suppliers engaged in delivering a specific service. Terms and conditions of suppliers when applicable are expressly indicated when they are.

- GMT, NAF & Syngriity reserve the right to modify/ change all or any of the terms applicable to the Warriors Path without assigning any reasons or without any prior intimation whatsoever.
- GMT, NAF & Syngriity reserve the right to discontinue the Warriors Path without assigning any reasons or without any prior intimation whatsoever.

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- GMT, NAF & Syngriity reserve the right at any time without prior notice to add, alter, modify, all or any of these terms and conditions or replace, wholly or in part, the Warriors Path or to withdraw it altogether.

In case of any disputes, GMT, NAF & Syngriity's decision will be final and binding to both parties. Arbitration and Litigation is your constitutional right and shall be exercised as per the Indian law.

Terms of use of the website/app

- The web pages /app content can change anytime without prior notice and is only to supply general information to you. We or any third party do not offer any kind of warranty or guarantee regarding the content's accuracy, information, timeliness and performance of this website for any definite reason or purpose. If you find any information or materials inaccurate to your knowledge, we explicitly eliminate such acknowledgement as per the Law. We are not accountable for your usage of the website's information and materials. It shall be at your own risk and responsibility to acquire and accept any information, product and services provided by us to meet your specifications.
- We are the owner of the website and have been authorized the license of the same. Therefore, if any duplication of the layout, design, style, graphic, appearance and other licensed content is made, we are permitted to take legal action against the offender. Copyright law applies and shall be exercised.
- We shall pursue all available legal actions criminal and / or civil against unauthorized use of the website that can cause damage to the company.
- You shall not link our website to your own or to some other web page without acquiring a written consent from us. For providing more information, we might add informative links of other websites. This shall not be considered as an endorsement of the other website and we are not responsible for any content or material provided by them.
- We have sincerely acknowledged all the trademarks mentioned in the website which are not owned by us. Having mentioned the above, any dispute raised by you which is offending, our website or company is subject to the Indian Laws and Regulations.

By reading and accepting the above mentioned, you are legally accepting and complying with the First Party's Terms and Conditions which along with the privacy policy, administer your relationship with the company and the website.

