

# Actual Adventure Pvt. Ltd.

Amrit Marg, Bhagawan Bahal, Thamel, Kathmandu, Nepal

Phone: +977-14417579, Fax : +977- 1 6636092

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## Terms & Conditions Agreement Between Actual Adventure and customer

### 1. THE CONTRACT:

**These Booking Terms and Conditions contain important information. It is necessary that you read and understand them carefully. The Booking Terms and Conditions constitute a legally binding contract between You (client) and Actual Adventure Treks & Tours (P) Limited (hereinafter referred as “The Company”), Registered Company Number 69478 - 066/067. 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/ACCEPTANCE OF BOOKING/CLIENT DETAILS:

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.

You will need to fill up an online booking form and provide the requested information. These information are required for getting your trekking/climbing permits and booking hotels and flights for you. In case of very big group or agent booking, you can provide the personal information as requested in the booking form via email too.

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 action, the Company reserves the right to increase or decrease trip 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 FOR BOOKING CONFIRMATION

#### (a) Nepal Trips:

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To confirm your Nepal Trips, you will have to make a non-refundable deposit of 20% of trip cost at the time of booking the trip. You can pay the remaining amount upon your arrival in Kathmandu and before the trip departure.

The non-refundable deposit should be sent to the Company or its Agent. The Company's Tailor Made trips may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, you will be advised by the company at the time of booking.

## **(b) India/Tibet/ Bhutan Trips:**

At time of booking a non-refundable deposit of 30% is due to confirm your trip along with due airfares (if client wants the company to arrange it) before 30 days of trip departure. If you're booking 30 days or less prior to departure, full payment is due.

## **Payment Methods:**

### **Dollar Account**

Actual Adventure Pvt. Ltd.

Currency General Account (USD) **016-010 100 23199**

Paying Bank: Nepal Investment Bank Ltd

Thamel Branch, Kathmandu, Nepal

**SWIFT CODE:** NIBLNPKT

**Please note that we are not liable of any delay or loss during the transfer process. If in case due to use of mediator bank or any other reasons if the money received by us is less than the amount sent, you are requested upon arrival to pay accordingly so that the total is equivalent to the trip cost.**

E-mail us the bank reference number or remittance slips after you initiate the transfer. Sometimes bank forwards the money with different name; if we have reference number/remittance slips and sander details, it will be easy for us to check.

## **4. BALANCE PAYMENT:**

### **(a) Nepal Trips**

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, travel check, cash or by Credit Card (Visa or MasterCard). There will be 3.5% levy added when payment is made by

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cards (this applies to all payments; deposits, final balances, trip extension and miscellaneous purchases.)

## **(b) Bhutan/India/Tibet/ Trips:**

Regarding trips in India, Tibet, Bhutan; final payment should be made 30 days prior to the trip start date.

## **5. CANCELLATION OF A TOUR BY THE CLIENT:**

### **Nepal Trip Cancellation & Booking Changes**

1. Cancellation notice is required, minimum of 20 days prior to trip departure and must be made in written form, such notice commences from the day your cancellation note is received. Cancellation shall be valid with approval from the company after receiving documentation. The Trip shall then be termed as cancelled and the cancellation charge of 20% of the trip amount would be deducted from the advance paid.
2. There will be no refund for cancellation notice provided less than 20 days before trip departure
3. If a customer leaves a trip for any reason whatsoever, either voluntarily, involuntarily or if you commit any unlawful act after the trip has commenced. We will make no refunds for any meals, accommodation or services not used.
4. Should you require other changes to your original tour, the person that booked the tour must submit a written document with changes required. While every effort will be made, changes cannot be guaranteed.
5. If you are prevented from travelling on the tour by genuine circumstances, for example (without restriction) because of death, injury or serious illness of the passenger, close relative or friend, redundancy or jury service, you may postpone your trip or transfer your booking to another person, provided they meet all the requirements relating to that tour. You must provide proof of why you are unable to travel at the time you change your booking. You will be charged a minimal fee of \$100. The cost of trip postpone or transfer may be higher depending upon the company's arrangements with other parties such as hotels, Guest Houses, ground operators or airlines. Postpone or transfer the tour and this applies if you postpone or transfer this tour no less than two weeks prior to trip departure. There will be no options available 14 days before trip departure.

### **Bhutan/ Tibet/ India Trip Cancellation & Booking Changes**

1. Cancellation notice is required minimum 25 days prior to trip departure and must be made in written form, such notice commences from the day the note is received. Cancellation shall be valid with approval from the company after receiving the documentation. The Trip shall then be termed as cancelled and a cancellation charge of 40% of the trip amount would be deducted from the advance paid.
2. There will be no refunds if a customer cancels the trip or leaves a trip for any reason whatsoever, either voluntarily, involuntarily or if you commit any unlawful act after the

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trip has commenced. We will make no refunds for any meals, accommodation or services not used.

3. Should you require other changes to your original tour, the person that booked the tour must submit a written document with changes you require. While every effort will be made, changes cannot be guaranteed.
4. If you are prevented from travelling on the tour, unfortunately there is no refund, transfer or postponing options available for the Indian, Tibetan, and Bhutanese government has strict Tourism policies.

## 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:

All our tours and treks require a level of fitness, therefore you should always check with your physician regarding your health and fitness before you travel. It's the client's responsibility to notify Actual Adventure Treks & Tours of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you required medical attention, that may affect your ability to travel. 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 some 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

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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:**

Enough 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. CHILDREN**

A legal guardian must accompany all travelers under the age of sixteen. If you have a question regarding age and suitability, please contact us for further information.

## **10 . FLIGHT DELAYS AND CHANGES IN THE ITINERARY:**

Please note that mountain weather is unpredictable. Bad weather in mountain regions can cause domestic flight delays. Flight by plane and helicopter are prone to cancellations and delays for notorious weather in remote areas and some time operational complications which could be happened in particular in Everest region, Annapurna region, Dolpo, Simikot and Jumla region etc. In case of delayed domestic flights, Actual will bear departing city accommodation (Guest House) and food (Lunch & Breakfast) costs at the start of 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 arrangements such as Helicopter flight to avoid flight delays, all additional cost would be your responsibility.

Moreover, Actual Adventure Treks & Tours 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.

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

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You must carry a valid passport and have obtained the appropriate visas when traveling with Actual Adventure Treks & Tours. 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 will 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. Actual Adventure Treks & Tours cannot accept responsibility if you are refused entry to a country or places because you lack the correct visa documentation.

**Please go through the links for more on visa**

**information:**

- [Nepal Visa information](#)
- [Bhutan Visa information](#)
- [Tibet Visa information India Visa](#)

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

Actual Adventure Treks & Tours 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. PUBLICITY**

You agree that Actual Adventure Treks & Tours may use images of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

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## 15. CHANGES TO YOUR HOLIDAY AND PRICING

Travelling with Actual Adventure Treks & Tours requires a degree of flexibility, good humor and an understanding that modes of transport, accommodation and itineraries may change, even after the tour has commenced, without prior notice due to local circumstances such as flight

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delay, cancellation or postponement due to notorious weather in the Himalayan regions or other unpredictable circumstances such as land-slides, road blockage, flood, snow, political unrest or delay arrival etc. Actual Adventure Treks & Tours is unable to refund any monies under the above circumstances due to prior supplier arrangements. If possible we will always endeavor to provide you an alternative or substitute trip of same category.

Actual Adventure Treks & Tours does not accept any responsibility for loss on employment, delays or compensation resulting from situations beyond Actual Adventure Treks & Tours's control.

Our holidays, tour / trek packages, are based on twin share accommodation. Thus, single room supplement charge will be imposed to clients who do not have another tour participant to share accommodation with.

We reserve the right to revise pricing rates posted in our marketing material, under any circumstances, or on the pressure of various external factors that are further than our control, for instance changes in exchange rate, government action etc.

## 16. PRIVACY

In order to collect information from you to making a booking through Actual Adventure Treks & Tours we ask many questions to obtain the necessary permits etc. No private or personal information that you supply to us when making a booking will be disclosed for any other purposes.

## 17. RISK & LIABILITIES

We are committed to providing the best services which will give you a once in a life time journey in this connection, we perform our duties honestly & seriously to make your journey very smooth & pleasant. However, the entire program is conducted strictly under the rules and regulation of theirs' own policies.

Therefore Actual Adventure Treks & Tours and its related organization shall not be responsible for any changes in the itinerary due to unavoidable circumstance such as govt. restriction, Land slide, road blockage, flood, snow political unrest, cancellation of flight, delay, sickness or accident, Any extra cost incurring there of shall be borne by the clients on the spots.

## 18. OUR RESPONSIBLE TOURISM POLICY

Actual Adventure Treks & Tours is re-inventing tourism for the benefit of local people, tourists, environment and the tourism industry at large. We actively encourage all our clients to follow the **Actual tour Code**. We ask that you read our Responsible Travel and Environment policy in



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detail before you book your holiday with us, as we expect that you will adhere to our policy and guidelines while travelling with us.

## 19. COMPLAINTS

Should you have a complaint about the trip or tour you must make it known to a tour leader or guide at the earliest opportunity? You can even call at the Kathmandu office at earliest opportunity. **You may not wait to complete the trip to talk about the complaints.** If you talk about them while on the tour, we will take appropriate action and do our best to improve the situation if possible instantly or as early as possible. Of course we will listen to your complaints after your trip completion too and will take appropriate action, but we encourage you to let us know about it as soon as possible so that you can enjoy the remaining part of your trip as expected.

## 20. UPDATING OF TERMS AND CONDITIONS

The Company reserves the right to update and change these terms and conditions at anytime. It is the responsibility of the Client to keep updated with any changes. The current version of terms and conditions will always be found on the website [www.Actual-adventure.com](http://www.Actual-adventure.com) and will be the terms referred to in any dispute.