

Please read the following Terms and Conditions and Copyright information carefully.

When you make a booking and it is accepted by Aasra Eco Treks, either as an Agent or as a private client a legally binding contract is created. It is implied and accepted that you (and all members of the group in the case of a group booking) have read and understood all these booking conditions and that you agree to abide by them.

### Private Clients

1. All bookings are made with Aasra Eco Treks Pvt. Ltd., Registered Company, with registration number 66860/066/067 (hereafter referred to as The Company) whose Head Office is at Boudha-6, House No. 224, GPO Box 21204, Kathmandu, NEPAL.
2. To reserve a place on a activity, complete and sign the AET Booking Form and either fax it to +977 1 4917069 or email to [info@aasraecotreks.com](mailto:info@aasraecotreks.com) or [mingdor@gmail.com](mailto:mingdor@gmail.com) with the required attachments. Please then make arrangements to have your deposit (30% of quoted amount) together with the insurance premium (if required) transferred to the Company. Unless the trip requested is full, the Company will then send you a confirmation of booking and a trip dossier. It is at this point that the contract comes into existence. Cheques/bank drafts should be made payable to The Company Pvt. Ltd. Your invoice will advise "Payable to and on behalf of The Company" please ensure this is clearly marked on your payment instructions.
3. The balance for your booking should be paid at the Company office on first day of your arrival in Kathmandu.
4. Please note that clients paying by any foreign draft method that results in bank charge; then those charges shall be the responsibility of the clients.
5. The Company accepts payment by Master/Visa credit/debit cards but the clients shall agree to cover the Bank Surcharge of 4% on the total amount or 5.5% for payment by American Express.
6. If you wish to transfer from one trip or trek to another, a charge of US\$ 100.00 (per transfer) will be made to cover office administration. The Company can accept transfers if and only if this do not cause us to cancel the trip or trek you are already booked onto and provided that the Company do not suffer costs incurred from suppliers and airlines relating to your trip transfer. Any additional costs incurred as a result of your transfer will be the clients' responsibility.
7. If you require changes to be made to your itinerary after the Company have confirmed your booking you must notify us in writing at least 30 days (1 full month) prior to departure. A fixed fee of US\$55 shall be charged to cover the administration costs. Changes made within 30 days (1 month) or less before your departure date will be considered to cancel your original booking and the cancellation charges outlined in clause 8 will be applied. All incurred costs are the client's responsibility.
8. Cancellation must be advised, in writing, and will be effective from the date of receipt by The Company. In the case of group bookings, cancellation of one or more individual places within the group must be received in writing from the person responsible for placing the booking originally and not from an individual member of the group. The following cancellation charges apply. Cancellation more than 60 days (2 calendar months) before departure – deposit will be retained. Cancellation less than 60 days but more than 30 days before departure – 35% of total holiday cost. Cancellation 10 to 29 days before departure will incur a 60% surcharge and if it's less than 10 days before departure – 100% of total holiday cost. All incurred costs are the client's responsibility.
9. Such terms are designed to protect the Company that is required to make advance payments as part of your holiday arrangements. Provided the reason for cancellation falls within the terms of the policy, you may be able to claim cancellation charges back from your insurance company. The Company strongly suggests you take out insurance at the time of booking to cover against possible cancellation charges. Should you cancel your booking the insurance premium is forfeit.

10. The Company reserves the right to cancel or modify your holiday. If the Company has to cancel your holiday before the date of departure, you will have the opportunity to book an alternative holiday. Where this is due to the Company's perspective the Company will refund the difference and if this is of a higher price you will be expected to pay the difference. You could choose to withdraw from the contract with the Company and accept a full refund. In addition and in appropriate cases, where the full balance has been paid, and where such cancellation is not due under booking or force majeure (as defined below), the Company will compensate. Force majeure is defined as unusual and unforeseeable circumstances, beyond our control, the consequences of which neither the Company nor any of our suppliers could avoid (see also point 23). If a tour is under booked and as a result will not run, the Company will inform you no later than 4 weeks prior to departure. The Company cannot be held liable for any loss or damages incurred or any claims due to any cancellation on any account whatsoever.
11. No refund or compensation will be made for any unused air tickets, accommodation or any other activity, service or feature of the trip.
12. A general indication is provided for the itinerary on each adventure holiday including; accommodation and costs. Advice is also provided for passport, visa requirements and health formalities. As 'indications' they are not a contractual obligation on the part of The Company. Changes in any or all of these may be made at any time and the Company will notify you of any such changes that the Company become aware of as soon as the Company are reasonably able to do so. Most holidays will have accompanying detailed Itineraries which can be downloaded from the Company website or sent out to you on request. The Company advises you to read these notes carefully before making any booking to ensure you understand the nature of the holiday and what is and is not included in the price. If you have made a booking and, after reading the itinerary, feel you have not fully understood the details of the holiday, you may cancel your booking without penalty and the Company will refund any monies paid to us. This type of cancellation will only be made by the Company during the 7 days following our sending the Itineraries to you. Cancellation of this type will not be made by the Company if your booking is made less than 8 weeks before departure.
13. It must be realised that with adventure travel, changes to an itinerary may occur beyond our control. Most of our trips operate in developing and/or remote countries and regions and a degree of flexibility is required, sometimes patience and a sense of humour which are part of the adventure travel experience. The Company reserves the right to make such changes after the Company has confirmed your booking and if the Company do so, the Company will make the best efforts to inform you before departure and make suitable alternative arrangements. Circumstances may arise where the Company are forced to alter trip dates, duration or hotel accommodation before leaving your departure location. Local events may result in delays or alterations. Clients will be informed of any such changes as soon as the Company knows of them and will be invoiced for any additional costs resulting, or refunded any difference as appropriate. During a trip the Company will do our best to ensure suitable alternatives and minimal disruptions to your itinerary and any changes will be made in discussion with the group.
14. Your booking is accepted on the understanding that you realise and accept the risks and hazards potentially involved in adventure holidays and that you are mentally and physically capable of undertaking your chosen trip. You must tell us if you have an existing medical condition or disability that might affect your holiday before you make any booking. If, in our reasonable opinion, your chosen holiday is not suitable for your medical condition or ability, the Company reserves the right to cancel the contract if medical or other problems are discovered. In this eventuality, the Company will give a full refund but no compensation. You are responsible for bringing with you the proper clothing and equipment, which the Company advises you about in our printed trip information and pre-departure information pack. The Company is liable for the negligence of its employees and suppliers when they are acting in the scope of their employment or in the provision of the travel arrangements. The company is not liable for any failures that occur in the performance of the travel arrangements which are attributable to the consumer, or attributable to a third party unconnected with the provision of the services and events which are unforeseeable or unavoidable, or which are due to unusual and unforeseeable circumstances beyond the control of the company which could not have been avoided even if all due care had been exercised.
15. All Tibet tours are run strictly under the Tibet Tourism Authority. The Company or our agents shall not be responsible for any change or cancellation of programmes due to any unavoidable circumstances or any changes imposed by the Tibet Tourism Authority. Any resulting additional cost must be the responsibility of the

clients. Therefore, the Company advises you to have full medical, personal and cancellation insurance and to ensure that your planned activities are fully covered, including cover for helicopter evacuation.

16. Any information provided by The Company on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment etc are provided in good faith but without responsibility on the part of The Company, and the client accepts responsibility for obtaining any necessary visas and travel documents required for the holiday.
17. The Company cannot be made liable for the consequences of flight cancellations, strikes, industrial action, riots, government intervention, wars, threat of war, terrorist activity, natural or nuclear disaster, fire, flood, sickness, quarantine, missed departure flights, or other similar events beyond the Company's control. Any additional costs that result, such as extra hotel accommodation or flights or land transfer will be your responsibility and must be paid for directly, at the time.
18. While making an arrangement for joining your group either in Nepal, India, Bhutan and Tibet our responsibility does not commence until the appointed start date and time. The Company shall not be responsible for any additional expenses incurred by you in order to join the group.
19. Any likeness or image of you secured or taken on any of our holidays may be used by The Company without charge in all media (whether now or in the future) for bona fide promotional or marketing purposes, including but not limited to, promotional materials of any kind, such as brochures, slides, video shows and the internet.
20. Our trek leaders/guides and ground office staff in Kathmandu or other destination to their best capacity will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Signing the booking form signifies your acceptance of their authority to make decisions affecting the group or individuals. For example, he/she may require an individual to leave the group if he/she believes that a person's health is at risk, if an illegal act is committed or their behaviour becomes detrimental to the safety and enjoyment of other members of the group. Should the leader take such action, that person would not be entitled to any refund. Similarly, a client leaving a tour en route will not be entitled to any refund unless agreed by the Company Director. Any additional costs involved in the evacuation of a client for any reason will be the responsibility of that client. These costs may include helicopter rescues, additional nights in lodges, an additional supporting porter and other associated costs.
21. The Company including all guides, leaders and anyone working in association with The Company cannot be held responsible for any accident or mishap that may occur in connection with any part of arrangements or services for a trip unless negligence is proved. In absence of professional medical assistance, group leaders will provide first aid support if needed, to the best of their ability and judgment. By signing the booking form and making medical disclosures you agree not to take any legal proceedings against The Company or its employees or associates as a result of any first aid treatment or medicine suggested or administered including advice and suggestion during the trip if you know these might have a detrimental effect on your health.
22. Adventurous holidays, by implication involve certain 'risks' which you must accept as part of the 'adventure'. The Company will not be liable for any illness, injury or death sustained during a trip, trek or tour, except due to negligence, nor will it be liable for any uninsured losses of your property. The Company cannot be held responsible for any loss, damage or accident to any luggage or properties which at all times are carried at their owner's risk even when carried by porters or pack animals.
23. If you have a problem or complaint during your holiday, you must inform your guide who will endeavour to put things right. If your complaint is not resolved you should then speak with the Operation Manager or Managing Director in our office in Kathmandu. Please do also submit your complaint in writing too keeping it concise and to the point as this will help us to identify your concerns and to speed up our response to you. If you fail to follow this simple procedure the Company will have been deprived of the opportunity to investigate and rectify your complaint during your holiday and this may affect your rights under this contract. The Company agrees to independent arbitration should this become necessary.
24. Before confirming your booking the Company will need to see documentary proof of your insurance policy which must include satisfactory cover for helicopter rescue, repatriation and cancellation. Should you wish to

purchase insurance through The Company, the Company offer some of the best and most competitive insurance in the local market through Neco Insurance Ltd or similar.

25. The Company reserves the right to cancel your booking at any time before departure if the Company is not satisfied that appropriate insurance is acquired by you. Should this happen the Company's normal cancellation charges shall apply.
26. Prices in our brochure and on the Company websites are based on costs and exchange rates as of Jan 2011. The Company will not impose any surcharges on the price of trip arrangements less than 30 days before departure. In addition, if surcharges become necessary before that time the Company will absorb an amount up to the first 2% (excluding insurance premiums). Surcharges may be imposed to cover dramatic increases in, for example, airline prices if the US Dollar rate weakens substantially against the local currency. The Company will not apply surcharges except in the most unusual circumstances.
27. Passports, visas, vaccinations and other preliminary arrangements are entirely the client's responsibility and the Company accepts no responsibility in the event that these are not secured in time for departure.
28. The Company's agents and representatives, other than the Directors, are not entitled to promise refunds for whatever reason and The Company will not be bound by any such promise.
29. These booking conditions may only be waived for special individual circumstances by a letter from the Company Directors.
30. The terms and conditions of all agreements made with The Company shall be subject to, and governed by, Nepalese jurisdiction of Government of Nepal.

#### Copyright

1. All the information, diagrams, itineraries and images are the property of the Company.
2. All agents associated with the Company have access to the information, diagrams, itineraries and images under existing agreements.
3. Should private clients who have paid a deposit for a trek or expedition directly with the Company or with the Agents wish to use this information for publicity or fund raising purposes then the Company shall be pleased to provide suitable material for public use and display.
4. The Company has a gallery of images that belong to the company under a legal agreement with the photographer. This can be viewed on the Company website. As electronic images they are low resolution and not fit for reproduction, however, they may be purchased as a result of contacting the Company's head office in Kathmandu when either a high resolution image will be sent to you or the Company can supply a picture quality image. There will be a charge connected to this process and the client shall be responsible for this.