

## **Tour Package Policy**

### **Tour Payment Terms**

Initial amount of 25% of the Invoice amount, the Client must pay the balance amount 3 days prior to the date of departure of the Tour.

### **Tour Cancellations Policy**

If the Client is willing to amend or cancel his/her booking because of whatsoever reasons including death, accident, illness, or any other personal reasons including non-payment of the balance payment, the Company is liable to recover Cancellation charges from the Client, as company had already paid your amount in advance in order to Guarantee your services.

### **Cancellation Notice Received Cancellation Charges Per Person**

- Upto 15 days prior to date of departure 90% Refund
- 15-7 days prior to date of departure 70% Refund
- B/w 7 days prior to date of departure No Refund

### **Note:-**

1. 100 % Voucher will be provided if the trek/ tour is canceled due to unforeseen circumstances or any kind of Natural Calamities, Political Unrest, and Sudden Global Health Concern, Riots, Lockdown Government instructions etc. in this case Himalaya Yatri will issue you a voucher of respective amount having 1 year validity from Voucher date, which can be used in any tour of your interest operated by us.

2. In case of any restriction/health issue (guest gets Covid +ve), we will be avoiding charging any cancellation basis documents been shared. The credit note for the same amount will be issued which guest can use in future.

## **Itinerary Policy**

This itinerary is a sample itinerary based on the information available at the time of publication, all information given in this program Himalaya Yatri reserves the right to change any program information before or after your booking the tour due to any events beyond our control. In case if we are aware of any changes sufficiently in advance we will notify you at the time of booking, otherwise our Tour Manager or Local representative will inform you of the changes. Major road works or floods, landslides may necessitate route changes in the itineraries. All of these may cause us to make changes in the itineraries. The Company has mentioned the detailed itinerary, price inclusions & exclusions, special notes etc. in the pdf.

## **Activities of the Itinerary**

Himalaya Yatri is a travel and holiday organizers only, we do not control or operate any airline, neither do we own or control any shipping company, coach or coach company, Hotel, Transport or any other facility or service mentioned in this program. We take care in selecting all the ingredients in your holiday; but because we only select and inspect them and have no control in running of them, we cannot be responsible for mechanical fault or any injury, death, loss or damage which is caused by the act or default of the management or employees of any hoteliers, airlines, shipping company, coach owner/ Transport operator who are the company's independent contractors arising outside our normal selection and inspection process.

## **Terms and Conditions**

1. There is no Contract between the company and the client until the company has received the initial deposit amount per person as specified for each tour package. The full payment must be received in accordance with procedures laid down under Payments Terms. If not paid in that time, the company reserves the right to cancel the booking with consequent loss of deposit and apply scale of cancellation charges as mentioned in the cancellation policy hereunder.

2. The Company has the right at any time and for any reason:-

- To terminate the Contract after acceptance of the deposit but prior to the Commencement of Tour without assigning any reason whatsoever. In the event, the Company terminates the Contract, the company shall refund the initial deposit amount without payment of any interest.
- To amend, alter, vary or withdraw any tour, holiday, excursion or facility it has advertised or published or to substitute an Independent Contractor of similar class if it is deemed advisable or necessary. In either case, the Company shall not be liable for any damage, additional expense, or consequential loss suffered by the Clients or for any compensation claims made.
- The Company would be operating its Group Tours with minimum group strength of 6 adult passengers in each group. If the group strength falls below 6 passengers, the Company reserves the right to Pre-pone OR Postpone OR Merge or Cancel the group. If the Company cancels the Group Tour for any of the above reasons then the monies paid till then by Clients will be refunded against the receipt copies. It is clear understanding between either parties that any loss arising on account of cancellation of flight / train / bus tickets booked by the Clients; either through the Company or on his/her own or through a third party; the Company shall not be liable for such losses or additional expense, or consequential loss suffered by the Clients.

3. No person other than the Company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation, term or condition in this program.

4. In the event of the Company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such tour or holiday has been booked, the Client shall have the right:

- To continue with the tour or holiday as amended or altered.
- To accept any alternative tour or holiday which the company may offer. In either of these above cases the Client shall not be entitled to, or the Company shall not be liable to the Client for any damage. Additional expense, consequential loss suffered by him or to pay any amount as refund.

5. In case of any dispute, decision of Himalaya Yatri will be final and binding.

6. Himalaya Yatri reserves the right to call you back on the contact number shared by you on the website.

Health & Safety: The Company shall in no circumstances whatsoever will be liable to the Client or any person traveling for:

- Any death personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and / or damage or any misadventure howsoever caused.
- Any act, omission, default or Independent Contractor or other person or be any servant or agent , employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the Client or for any person travelling with him howsoever caused.
- The temporary or permanent loss of or damage to baggage or personal effects howsoever caused In this condition the expression "Howsoever caused" includes negligence on the part of any person.

7. No liability on the part of the Company arising in any way out of this Contract in respect of any tour, holiday, excursion facility shall exceed the total amount paid or agreed to be paid for the tour holiday, and shall in no case include any consequential loss or additional expense whatsoever.
8. If the Client has any complaint in respect of the services provided by any of the Independent Contractors, the Client shall immediately notify the same in writing to the Independent Contractor and a copy thereof should be handed over to the Tour Manager of the Company in order to enable the Company to take up the matter with the Independent Contractor so that in future other Clients do not face the same difficulty.
- a) Any claim or complaint by the Client must be notified to the Company in writing within 07 days of the end of this holiday tour. No claim notified to this Company beyond this period will be entertained and the Company shall incur no liability whatsoever in respect thereof.
9. Each of this condition shall be severable from the other end if any provision be invalid, illegal or unenforceable. The remaining provisions shall nevertheless have full force and effect.
10. Insurance: The tour cost does not include any costs towards the Travel / Meclaim Insurance premium. In case if the Client needs an Insurance coverage, it is suggested to go for suitable insurance policy on your own. The Client has to deal directly with the Insurance Company in case of settlement of any claim.

11. Change in Tour Price: The tour prices printed / advertised / quoted to Client are dynamic prices. The person booking tour early is likely to get the lowest price as communicated / offered by the Company, subject to availability of seats. Similarly, person booking tour at the last will be offered the highest prices. This pricing module has been adopted to get early bookings on tours. Hence it is quite obvious that persons travelling on a same group tour are likely to have paid different tour prices. The Company will not entertain any claim whatsoever on account of the same. Also it is clear agreement between either parties that the prices quoted in the proposal / brochure have been calculated based upon the prevailing hotel / transport tariffs and applicable taxes thereon at the time of printing this brochure. The Company reserves the right to amend the price published in this program in case of costs increased before the date of departure. All such increases in price must be paid for in full before departure by the Client. The company also reserves the right to charge offer time to time as per the present situation demand / circumstances.

12. Force Majure:-Acts of god (including exceptional adverse weather conditions), earthquake, fire , war (declared or undeclared), invasion, rebellion, revolt, riot, civil commotion, civil war, nuclear fission, Lockdown, strike, act(s) of omission/commission by any concerned government(s), or government agencies, judicial or quasijudicial authorities, occurrence of any event can force the Company to change or extended. Hence any additional expenditure occurred due to the above reasons the same will be borne by the passengers.

13. Please note trekking / driving time given in the program are approximate and it may vary due to break for refreshments, photography, bad weather and Road conditions.

## **Meals**

The menus are pre – set menus provided for breakfast/lunch/dinner on the tour as mentioned under each Tour itinerary and inclusions as printed in our brochure. The meals will be served at restaurants of hotel of stay. The enroute meals or meals during excursions could be packed meals or served by enroute/local restaurants / Dhabas. We cannot process a special meal nor do we guarantee the special diet to the customer. We however reserve the right to change the meal arrangement if circumstances make it necessary to do so. If a tour participant does not avail his/her meal in stipulated time; he/she has to avail the meal on his/her own arrangement and expenses. No claim can be made for the meal which he/she has missed and not utilized.

## **Itinerary Changes**

For the comfort and convenience of our clients, we will sometimes reverse the direction, or slightly amend the itinerary. We will try to advise you of these amendments, prior to the start of the tour or on tour. In the event that a tour participant misses on any part of the sightseeing tour or any such tour due to delay on his part, he will not be entitled to claim refund of the same.

## **Hotel**

We have mentioned the indicative names of the Hotels for each tour. We reserve the right to change the same due to unavoidable circumstances. In that case we may provide alternative, similar accommodation for which we are not liable to pay any refund. We will not be responsible or liable in case of loss of property or life at the Hotel. Similarly any damages caused to the hotel rooms during your stay, shall be payable by the Clients and the Company will not be liable for the same.

## **Transport / Coach / Sitting**

We use Deluxe 2 X 2 Coaches or vehicles such as Tempo Traveller, Tata Winger, Chevrolet Tavera, Mahindra Scorpio, Toyota Qualis, Tata Sumo or similar as per the availability of vehicles and actual size of the group. Our tour manager / local representative will take reasonable care of your luggage but if you are carrying any high value items on the coach, we advise you not to leave them behind when you leave the coach. We will not be responsible or liable in case of theft or robbery of the said items from the coach. All baggage and personal effects are at all times and under all circumstances your responsibility. Any damages caused to the hotel rooms / coach during your stay, shall be payable by the Clients and the Company will not be liable for the same. The drivers of the vehicles are bound by specific rules like maximum driving hours within a day/during a week, rest period per day/week etc. Clients will have to strictly adhere to the prescribed timetable for the day so that the driver can complete the travel. In case, any of the sightseeing schedules is missed due to delays caused by the client, the same will not be refunded to the client under any circumstances. Please note that AC will not work in Hills and no claims to this regard shall be entertained.

## **Risk and Liabilities**

Clients shall agree that Himalaya Yatri shall not be held responsible for consequences of natural calamities, weather condition, failure of scheduled airline, detention and delays due to quarantine, strike, theft, force major, civil disturbance, government restriction or regulation, accident by aircraft, car, bus or any other form of transport relating to program schedule. The travelers understand that such situations may occur, and we will inform you of the situation as soon as we have knowledge of it. The right is reserved to cancel or alter any package as conditions require, all additional cost occurs in such case will fully be borne by the travelers. Also, Himalaya Yatri shall not be held responsible for any loss/damage of your personal belongings.



***Please Note:***

**Basics**

- Price is subject to change without any prior notice.
- Price is based on the "Base" Category of Hotel Room; this is Irrespective of the Package Category Chosen. Upgrade to Higher Category is available at an extra cost.
- All domestic Hotels/Transport rates are based on current tariff & subject to change without prior notification; the revised rates will be charged extra.

## Hotels

- Many regions do not have star category hotels. Generally there isn't any star categorization in this sector, however the same is demarcated as per prices and put into slabs of 2\*/ 3\*/ 4\* or STD/ DLX/ PRM or equivalent.
- Quote based on Non-Ac Rooms in Hills. AC Rooms on Extra Charges.
- Please be reminded that all special requests like early check-in, smoking, non-smoking, views, floors, king, twin, adjoining and/or interconnecting rooms are strictly subject to availability upon arrival and cannot be guaranteed prior. Any expenses arising out of this is to be borne by the customer.
- Only 01 extra bed/mattress is allowed per room. This extra bed means a Mattress / Roll over Extra mattress on floor provided where proper extra bed isn't available.
- In case of guests cannot climb the higher floors, we request you to update this at the time of booking so that we may take appropriate action and try for rooms in the Ground floor. This is again subject to availability and difference if any will have to be settled directly before check out.
- In hills, hotels may be located in a way where the view might be of a building in the front, beside or behind it.
- There will not be any refund in case any of the sightseeing is missed/uncovered during the trip.
- The Hotels may/may not have some of following amenities as per its policy. Tea/coffee maker/ mini fridge/ enhanced toiletry kit (with moisturizer, tooth paste, brush, shaving kit, lufa, bathroom sleepers, bath-robe) etc.
- For meal plans, menu will be on fixed plan/ buffet basis and not on A-la-Carte basis. MAP & AP Meal plans do not include Evening snacks & cold drinks / liquor, Soups or Deserts. For order on A-la-Carte basis, guests are requested to make direct payment for additional items.

## **Incidental charges due to unforeseen situations**

All arrangements made by Company are in the capacity of an agent only. Company will not be liable for claims or expenses arising from circumstances beyond our control such as accidents, injuries, delayed or cancelled flights & acts of Force majeure/ traffic jams / traffic halts/ diversions/ bandh/ curfew, Union strike, VVIP movement, etc. – We will request you to bear with us the situations beyond our control. We will arrange for alternate sightseeing. In case of discontinued itinerary due to these reasons no refund on the hotel booking will be provided and alternate accommodations (as per availability) are managed in the place where you have to stay back. While it is our endeavor to manage the alternate arrangements during such scenarios, please note the difference may be charged for the same.