



## Booking Terms & Conditions

Below are the terms and conditions of your trip booking agreement with Sherpa World Adventure. Please read them carefully.

1. When you make your trip booking you must pay \$250.00 non-refundable registration fee. Your booking will be confirmed once we receive this amount. A voucher or money received e-mail will be sent after we receive your deposit for the trip. The remaining balance of your trip must be paid 50 days prior to departure date unless otherwise specified. In the case of non-payment of your balance, we reserve the right to cancel your booking, and no refund of paid money will be given. Those who make trip booking later than 70 days have to make a full payment at the time of booking unless otherwise specified.
2. It is a fundamental condition that you acknowledge that this is an adventure tour and therefore, it requires some flexibility. The day to day agenda and ultimate goal of the trip are taken as target and not as contractual obligations. It is the necessary condition of your joining any trip with us means that you accept this flexibility. It is unlikely that we will have to make any changes to your travel arrangements. However sometimes, we may have to make changes due to delays caused by International or domestic flights, strikes, government regulations, weather, or natural casualties etc. and cannot hold any responsibility for such any cases as they are beyond our control. In such cases, we will do our best to provide suitable alternatives which could be decided upon mutual agreement. If an agreement cannot be made, we will be only responsible for refund after deducting expenses already incurred. In the event that an international flight being delayed during your holiday, the individual airline policy will apply.
3. We also reserve the right to cancel your travel arrangements if the minimum number of clients required for a particular trip arrangement is not reached. In this case does not meet minimum numbers, we will return all payments made by you without any reduction.
4. If, for an unforeseeable reason outside of our control, we have to cut short your holiday and no refund or compensation will be made for any unused services in such cases. The trip will not be cut short unless we are forced to do so because of unusual or unforeseeable circumstances, such as a major natural disaster, major political unrest or war etc.
5. If we had to cancel the trip because of unusual or unforeseeable circumstances beyond our control such as a major natural disaster, major political unrest or war etc. before the trip commences, we would promptly refund all payments made to us including the deposit (less the unrecoverable costs such as air tickets, hotel cancellation etc). We will not be liable to refund any additional expenses that you may have incurred (such as insurance, visas, vaccinations and other incidental costs).
6. Clients have to bear any extra expenses themselves which are incurred by the situation beyond our control while on the trip like, extra cost for hotel due to flight cancellation because of bad weather or any other similar incidents which are out of our control OR not mentioned in the trip information.

7. Special requests and any medical issues or conditions must be brought to our attention at the time of booking. We cannot be held liable for any actions or events that could have been avoided with proper disclosure of information.

8. Cancelling Your Trip: Notification from the person who made the booking must be received in written by us for the cancellation of the trip and following cancellation charges will be applicable.

Before 50 Days ----- Only Non-refundable Deposit  
25 Days to 49 Days before Departure----- 40% of Total Trip Cost  
10 to 24 Days before Departure ----- 50% of Total Trip Cost  
Less than 10 Days before Departure -----100% of Total Trip Cost  
Therefore, we strongly advise you to have travel insurance at the time of booking which covers trip cancellation policy as well.

9. If you do not show up at the meeting point on the given date or as per information provided by you, we will assume that you are delayed and wait for your message with your new expected arrival date. If you do not contact us within 48 hours we will presume that you have cancelled the trip, and no refund will be made for any money paid.

10. When you make your trip booking it is understood that you have read and understood these booking terms and conditions and agree to abide by them. You also agree that the information given by you on the booking form is complete and true.

#### **For Payment**

We accept all currencies for payment. In addition, we also accept the following U.S. or Foreign issued credit and debit cards. However; client has to bear all applicable service charges levied by bank while making payment.

Debit Card  
Visa Card  
Master Card  
American Express

#### **Medical Issue**

Medical vaccinations and any other preliminary arrangement are entirely your responsibility and we accept no responsibility in the event that these are not completed in time for departure.

#### **Travel Documents**

Your passport & visa requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport or visa requirements. Full and correct passport information is required when you make a booking, in order that we can obtain necessary permits on your behalf. If you do not supply the appropriate and correct information we will not be able to hold responsible for any permits issued

#### **Travel Insurance**

Travel insurance is compulsory for all clients undertaking trip with us. It should provide adequate protection for the full duration of the trip to cover trip cancellation, personal injury, medical expenses, repatriation expenses, helicopter evacuation, loss of luggage, etc. In the event of an emergency medical rescue or evacuation of client from a trip, either by foot, by horse or by helicopter otherwise the responsibility for the payment of such costs will lie with the client. Any subsequent costs incurred for expenses such as hotels, food, transport etc. shall be borne by the client. So we recommend that you fully understand the limits and exclusions of your policy before purchasing the insurance.

It is your responsibility to ensure that the insurance policy you purchase is adequate for the particular

needs of you and your party. All baggage and personal effects are at all times at your own risk. We will not be responsible for any loss, damage or accident to any luggage and property, howsoever incurred. This doesn't mean we don't take care of them. We always try to do our best to our clients to make their journey once in a life-time very memorable one and always perform duties very honestly and seriously. Despite this fact, it is difficult to say such kind of incidents would not happen while on trips and can cover just in case such incidents happened if you have insurance. Therefore, you are advised to check your insurance policy in this respect as well.



## **SHERPA WORLD ADVENTURE P. LTD.**

### **PARTICIPANT RISK WARNING ACKNOWLEDGMENT AND ASSUMPTION OF RISK RELEASE AND INDEMNITY**

**NOTE: - THIS IS AN IMPORTANT DOCUMENT AND BY SIGNING THIS DOCUMENT WILL AFFECT YOU LEGAL RIGHTS AND OBLIGATIONS. THEREFORE, PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO WRITE US.**

I acknowledge and understand that the tour / trek or other adventurous trips I am undertaking over the period with Sherpa World Adventure may involve known, unknown and unanticipated risks and that by participating in tour / trek or other adventurous trips I am fully aware that I am exposed to certain risks as it includes travel to and in mountain and other remote places of Himalayas. Therefore, in consideration of the services of Sherpa World Adventure, his / her agents, owners, officers, employees, field staffs, leaders and all other persons or entities acting in any capacity on Sherpa World Adventure behalf, I hereby agree to release, indemnify, and discharge trip operator / provider Sherpa World Adventure and his or her associates, on behalf of myself, my spouse, my children, my parents, my heirs, next of kin and representative as follows:

**1.** I participate in the tour / trek or any other adventurous trips at my own risk and responsibility. I am fully aware that my participation in a tour / trek or other adventures trips entails known, unknown and unanticipated risks. I acknowledge that these risks and hazards include:

- The tour / trek / other adventurous trips activity may cause injury, physical or mental, or cause death.
- Personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- Injury may be caused to other persons or their property may be damaged.
- Medical problems may arise being at in areas where adequate supplies of clean food, water and accommodation may be unavailable
- Area where activity takes place may have a poor communication which makes inability to get rescue or medical assistance quickly or easily in case of illness
- May have access to limited medical facilities
- May get unfamiliar and strange diseases
- May have violent and unpredictable weather conditions which may delay or force to change the trip plan etc.
- Landslide and falls
- Falling off the rock, mountain or into a crevasse

- Exposure to insect bites
- Altitude and cold including Hypothermia, Frostbite, Acute Mountain Sickness, Cerebral & Pulmonary Edema etc.

**2.** In consideration of your acceptance of my application to participate in this tour / trek / other adventurous trips, I agree and promise to accept and assume all of the risks and loss resulting from my involvement with the tour / trek / other adventurous trips. My participation in this tour / trek / other adventurous trips is purely voluntary, and I decide to participate on this tour / trek / other adventurous trips despite the fact of risks involvement.

**3.** I hereby release, discharge, and agree to indemnify and hold harmless the tour / trip organizer Sherpa World Adventure and his / her employees, agents, representatives, and leaders from any and all liability for any personal injury, death, property damage or loss I may suffer as a result of my participation in the tour / trek / other adventurous trips.

**4.** I agree and understand that I will be fully responsible for all costs and expenses which may be incurred providing any special service to me, outside of the regular services agreed to as part of the tour / trek / other adventurous trips. I understand these services may include the cost of rescue, hospitalization, special travel or accommodation and medical care.

**5.** I assure that I have adequate travel and medical insurance to cover any injuries or damages I may have while on this tour / trek / other adventurous trips. If there is not enough insurance to cover all this as stated, I agree to pay all costs and expenses of such injuries or damages myself before I go back to my country.

6. In case of any disputes between parties will be dealt with the governing laws of Nepal.

**I confirm that I have read this agreement before signing it and understood it and know that it affects my legal rights to sue Sherpa World Adventure or any other person with an interest to sue Sherpa World Adventure.**

**Participants:**

**Given Name:**

**Family Name:**

**Address:**

**Contact Number:**

**Signature:**

**Date:**

**Witness Signature:**

**Given Name:**

**Family Name:**

**Address:**