



TERMS & CONDITIONS

Below are the Terms and Conditions of your booking agreement with First Steps Himalaya (trading as 'Beyond The Clouds'). (Hereafter referred to as ("FSH/BTC")). Please read these carefully as these terms and conditions will comprise a legally binding agreement between FSH/BTC and you/the members of your party for the trip you are taking.

Definitions:

"You" and "your" where used in these terms and conditions include and bind you as an individual making a booking as well as each and every member of a group jointly and separately if a group makes a single booking together.

The Booking Agreement:

When you make a booking you must complete a booking form. Signature of the booking form means that you:

Accept and agree to be bound by these Terms and Conditions;

Agree to pay a deposit to FSH/BTC (the amount will vary according to the booking);

Acknowledge that you have read all relevant trip information;

Warrant that the information given by you in the booking form is complete and true;

Understand that a legally binding contract will exist with FSH/BTC when a booking confirmation is issued.

Payment for Your Trip:

You must pay the full amount due for payment to FSH/BTC as set out in our booking confirmation ("the trip price") no later than 75 days before the trip date of departure.

You must pay the full trip price immediately if you make your booking within 75 days of the trip departure date. If FSH/BTC does not receive payment of the full trip price when due, FSH/BTC may at its sole discretion cancel your booking and you may forfeit your deposit. Additional cancellation penalties may apply and be payable by you.

Cancellation by You:

If you wish to cancel your trip you must notify FSH/BTC in writing. The effective date of the cancellation is the date on which FSH/BTC receives the written notice of cancellation from you. A cancellation charge may, at the sole discretion of FSH/BTC be payable by you as follows:

Cancellation more than 75 days before departure date and no flights booked: Loss of US\$200 of deposit (or equivalent in other currency)

Cancellation more than 75 days before departure date & flight booked on your behalf: Loss of full deposit, and any additional flight costs paid on your behalf.

Cancellation less than 75 days before departure date: Loss of total trip price

No refund of the trip price or financial assistance or compensation will be payable by FSH/BTC to you if have to leave a trip after it has commenced whether of your own will or due to ill health or medical emergency. If requested, FSH/BTC will provide a covering letter to assist with your resulting claim through your insurance company.

Trip Price:

FSH/BTC bases the trip price on services and prices at the relevant time. These services and prices occasionally change and FSH/BTC reserves the right to increase the trip price at any time up to the trip departure date even if you have already made full payment. FSH will do everything reasonably within its control to prevent this.

Change of Trip by You:

If you wish to change the departure date of your trip FSH/BTC will endeavour to accommodate your request. An additional fee (to be determined by FSH/BTC at its sole discretion) may be payable by you as a result of such change but this will be discussed with you at the time of your request.

Cancellation of Trip by Us:

FSH/BTC reserves the rights to cancel the tour at any time up to the trip departure date if:

- You fail to make full payment of the trip price when due;
- There is a threat of war, riots of civil strife, natural disaster or the occurrence of other force majeure event; or
- Minimum group numbers are not met.

Except in the event that full payment is not received, FSH/BTC will give you a full refund** but will not be liable for any claims made by you or any additional costs incurred by you. Where cancellation is due to you failing to make full payment, FSH/BTC may retain your deposit and additional cancellation penalties may be payable (as stated under "Payment for your trip" above).

**** Please note:**

1) Where an air ticket has been purchased on your behalf we will do our best to obtain a full refund on your flight ticket. However, this may be subject to the terms and conditions of the airline.

2) In the event of FSH/BTC making a refund to you please be aware that the amount returned will be the amount FSH/BTC received in its account less the transaction cost. Any loss through exchange rate fluctuation and bank fees cannot be refunded.

Insurance:

As a condition of your booking you must purchase comprehensive travel insurance. Your policy must include adequate cover for overseas medical treatment, rescue and repatriation including helicopter and air ambulance and provide cover for trekking, white water rafting, canyoning, and rock climbing where applicable. By signature of the booking form you agree to consent to FSH/BTC arranging any evacuation, first aid or medical treatment deemed necessary by FSH/BTC at your expense. You must declare any pre-existing medical conditions to your travel insurance provider and to FSH/BTC at the time of making your booking.

Please follow the link to our website to get a quote from **World Nomads Travel Insurance**.
<https://www.beyondtheclouds.org.nz/travel-insurance>

Risk Assumption:

FSH/BTC operates trips in the Himalayan region where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may at times not be of the standard you are used to. By signature of the booking form, you accept that participating in FSH/BTC trips including those to Nepal, Bhutan and Tibet (and any stopover cities) involves risks which may cause injury, illness or discomfort. It is your responsibility to assess these factors and risks and to consider all relevant travel information, including that provided by various government agencies concerning travel to the Himalayan region. Whilst FSH/BTC and our partner organisations endeavour to conduct trips with the utmost care and concern for your welfare and do everything reasonably foreseeable to minimise risk, you must accept that the trustees, directors and staff of FSH/BTC and its contractors as well as its partner organisation First Steps Nepal and its contractors will accept no liability or responsibility for compensation or damages arising from the death, injury, illness, property damage or other expense which you may directly or indirectly suffer or incur through participation in your trip, however caused.

You must report any accidents, injuries, loss or damage to us before completion of a trip with FSH/BTC. FSH/BTC, First Steps Nepal and their partner organisations will not be held liable for any consequences or loss caused by flight delays or cancellations, strikes, riots, civil war, acts of nature including earthquakes, landslides, flooding, or weather.

Changes to Planned Itinerary:

FSH/BTC provides an itinerary which has been carefully planned. You must however accept that you are travelling in a developing country where a number of factors beyond FSH/BTC's control can alter the planned itinerary (including weather, flight schedules or other unforeseen circumstances). FSH/BTC therefore reserves the right to change the itinerary in your best interests and the trip group as a whole. Any additional costs that result, such as increased costs of or additional hotel accommodation or flights, are your responsibility and must be paid for as they arise. It is your responsibility to obtain adequate travel and other insurances to cover you in such circumstances. No refund or compensation will be made or given for any unused air tickets, hotel accommodation, services or feature of the trip.

Authority of FSH staff and our Trekking Leaders:

The decisions of FSH/BTC and its trek leaders, tour guides and partner organisations shall be final on all matters at all times relating to the safety and well-being of you and of the group you travel with. This includes, for example, any decision that the trek leader, tour guide or FSH/BTC representatives make about your ongoing participation in the trip, or whether you should be required to return to a lower altitude at any stage. If you fail to comply with a decision made by the trek leader, tour guide or FSH/BTC representatives, then FSH/BTC reserves the right to terminate this contract with you, and require you to leave the trip immediately, with no right of refund. Such decisions will only be made for the benefit of your own safety and wellbeing, or that of the group, as decided by FSH/BTC in its absolute discretion.

Complaints:

Our desire is to resolve complaints locally and immediately. If this is not possible, complaints must be made in writing to us within 15 days of leaving the trip.

Privacy:

Any information that you provide us of a personal nature will not be disclosed by us to a third party unless necessary to ensure your safety or well being. FSH/BTC undertakes to treat any such private information in strict confidence.

Governing Law:

This Agreement shall be governed by and construed in accordance with New Zealand law and subject to the exclusive jurisdiction of New Zealand courts at all times.

First Steps Himalaya and Beyond The Clouds.

March 2017