

## Booking Form 2010-2011

Which program are you applying for:

Details:

**Trekking**

**Tours and Travel**

Details:

| PARTICIPANT 1              |             | PARTICIPANT 2              |             |
|----------------------------|-------------|----------------------------|-------------|
| First Name                 | Family Name | First Name                 | Family Name |
| Address                    |             | Address                    |             |
| Country                    |             | Country                    |             |
| Telephone Number           |             | Telephone Number           |             |
| Mobile/Cell Number         |             | Mobile/Cell Number         |             |
| Email                      |             | Email                      |             |
| Date of Birth (dd/mm/yyyy) |             | Date of Birth (dd/mm/yyyy) |             |

**Passport Details (Not required at the time of booking)**

|   |                |
|---|----------------|
| Passport Number   | Place of Issue |
| Date of Expiry  | Date of Issue  |
| <i>Trip Selected:</i>   |                |
| Do you require flights? No <input type="checkbox"/> Yes <input type="checkbox"/> If yes please make flight reservation from(City) |                |
| Any Requirements? _____   |                |
| Where did you hear about Nepalese Encounters? _____   |                |
| Have you travelled with us before? _____  |                |

IN SINGING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND ACCEPT TERMS AND CONDITIONS OF NEPALESE ENCOUNTERS.

|            |  |
|------------|--|
| Signed     |  |
| Print Name |  |
| Date       |  |

**Terms and Conditions 2010-2011: Please read carefully these terms and conditions of contract. In completing and submitting the booking form, you agree to be bound by these conditions which constitute the agreement between Nepalese Encounters Tours and Travels P. Ltd and Nepalese Encounters Treks and Expeditions (Registered in Company Act of Nepal: Tours R.No. 15351/057-58 ,Treks and Expeditions R. No. 55530/065-066). These conditions apply to the exclusion of any other terms and conditions unless they are set out in the booking form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by Nepalese Encounters.**

**1.Booking:** To reserve your place on one of our tours, you should complete form and send it with non refundable deposit of \$100 per person per trip. Some requires additional deposit or instant payment for a permit **2. Payments:** balance of tour price payable to Nepalese Encounters 60 days prior to departure. If the balance of the tour price is not received by Nepalese Encounters by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 4 apply. **3.Amendments/Transfer:** You will be liable for any additional cost or permit fee while amending tour or making transfer from one tour to another.

**4. Cancellation:** If you wish to cancel your tour, you must notify Nepalese Encounters in writing. Once Nepalese Encounters receive your notice, cancellation will take effect subject to the following. # If cancellation takes place more than 60 days prior to your departure date your full deposit will be forfeited. Each refund will incur a \$30 administration fee. #If cancellation takes place between 60 and 30 days to prior to your departure 50% of the tour price

will be forfeited. # If cancellation take place less than 30 days prior to your departure date 100% of the tour price will be forfeited.

**5. Health and Fitness requirements :** You must be good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations ,where necessary.

**6. Medical:** You declare and warrant that you are in good health and mental and physically fitness at the time of booking and you have disclosed to Nepalese Encounters every matter concerning your health and mental and physical fitness of which you aware our ought reasonably the expected to know that is relevant to Nepalese Encounters decision to permit you to go on the adventure tour. If you fail to comply the duty of disclosure in the conditions and if Nepalese Encounters would not have permitted you to undertake the tour or continue participation of the tour, had you make full disclosure under the condition, Nepalese Encounters will not be liable, except to the minimum extent required by law for personal injury, death or property damage or loss incurred by you.

**7. Tour Leader/Guide:** Nepalese Encounters reserves the right to change the tour leader/guide at any time ,the nominated tour leader of the any tour whom is given any time the task of you leading or supervising any aspect of tour.

**8. Cancellation due to Tour Booking Numbers/Unexpected Political changes.:** Nepalese Encounters reserves the right to cancel any tour prior to departure in the event that there are to few people booked or unexpected political changes made strike or similar on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (direct or consequential) or for any loss of the time or inconvenience which may result from such cancellation (including but not limited to visa ,passport and vaccination charges, or departure, gear purchases, airport and taxes)

**9. Route Changes, Postponement, Cancellation or Delay:** Nepalese Encounters reserves the right to #change the date of departure or conclusion of the tour or modify any aspect of the tour or # cancel or modify any routes within the tour or objectives set our in the itinerary #or substitute different or equivalent routes within the tour in place of cancelled or modified routes or # postpone cancel or delay (either in relation to the departure or arrival times of the duration of the tour) any such aspect of the tour if in the absolute discretion of Nepalese Encounters, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threaten conditions whether political or military or terrorist of otherwise or if ,in absolute discretion of Nepalese Encounters, there is a like hood or any such event occurring which may impact upon the safety of the participants or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with our booking or for any other reason considered necessary by Nepalese Encounters in the event of any change, modification, cancellation postponement or delay under this condition . You acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury loss or damage or other additional expenses incurred by virtue of the change modification cancellation postponed or delay.

**10. Insurance:** Personal Insurance is not included in the tour price. You must provide evidence to Nepalese Encounters that you have obtained the personal travel insurance. You must ensure that your insurance covers all of the activities you expect to participate in. You must carry your valid documents such as passport ,visa or similar and you will not be refunded if you are denied to entry any basis.

**11. Airlines and other transport providers:** Conditions of contract are not issued on behalf of any airlines or mode transport of the tour. In the event hat an airline or mode of proposed transport fare schedule is amended or cancelled ,such amendment or cancellation will not be considered a cancellation of the tour by Nepalese Encounters.

**12. Tour Price:** Nepalese Encounters reserves the right to amend the tour price which may increase price outside of its control such as exchange rate fluctuations or fuel cost /airfare.

**13. Exclusion from tour price:** Without limitation ,personal travel insurance, visa, permit, airport tax, extra meals/transport/accommodation or other expenses not included in the itinerary are excluded from the tour price. Personal nature like Medical expenses and items of personal nature, emergency evacuation and or emergency search charges are not included in the tour price. Additional expenses caused by delay accidents or disruption of planned itinerary are not included. Tips, onboard beverage and excess baggage charges are not included

**14. Force Majeure:** Nepalese Encounters is prevented (Directly or indirectly) from performing any of its obligations under the agreement by reason of act of God, strikes, trade disputes, fire breakdowns, interruption of transport, government or political action acts of war or terrorism, acts of omissions of third party or for any other cause whatsoever outside Nepalese Encounters reasonable control. Nepalese Encounters will be under no liability whatsoever o you and may at this option ,by written notice to you either cancel the tour or take any other action as specified in condition

**15. Assumption of Risk:** You acknowledge that #by the every nature of adventure travel and trekking holidays they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays and involve potential exposure to injury and possibly death # and in the countries and regions in which adventure travel as undertaken ,standard of accommodation transport health care hygiene safety and service provision generally are often not as high as those standard in your country of resident and my require flexibility and patience on your part# Operational control of the tour may be in the hands of a third party and that your right of action in regards to any shortcoming of that third party's performance is against the third party and not against Nepalese Encounters

**16. Disclaimer:** # Nepalese Encounters acts as booking agent for third party tour operator and accepts no liability for the acts of omissions of those third party tour operators and #Nepalese Encounters will not be liable to any breach of any law by any person whom you travel on the tour and #you may not rely on any representations concerning the tour made by Nepalese Encounters which are the not contained in these conditions.

**17: Jurisdiction:** This agreement and the rights and obligations of the parties will be considered and take effect in accordance with and be government by the laws of Nepal .