

Terms & Conditions

Our agreement

When you make a booking you must complete a booking form accepting on behalf of your party the terms of these booking conditions and pay a deposit (The amount of deposit will be specified in the itinerary quotation made to you). Once the requisite amount is received by us, we will issue you the invoice with detailed description of amounts received and the balances to be paid, subject to the availability of the required arrangements. A contract will exist when we issue our booking confirmation.

Upon the receipt of the booking confirmation, please ensure you have thoroughly gone through the invoice and checked all the documents/tickets etc. and immediately notify us any errors or incorrect details in it. In case we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets), we regret we cannot accept any liabilities. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so

Paying for your holiday

The balance of the price of your holiday must be paid on receipt of a final invoice at least 10 weeks before departure unless we have notified you otherwise. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit and apply the cancellation charges set out below.

If you cancel your booking

You, or any member of your party, may cancel your holiday at any time, providing that the cancellation is made by the person signing the booking form and is received by us in writing. Cancellation charges as shown below will be applied.

More than 56 days before departure – loss of deposit.

29-56 days before departure – 60% of total trip cost

15-28 days before departure – 80% of total trip cost

Less than 15 days before departure – 100% of total trip cost

If you cancel at any time you will also lose any non-recoverable costs for air tickets already paid for.

Note: If the reason for the cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges.

Your financial protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re- assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For 'land only' holidays your money is protected by our bond with the Association of Bonded Travel Organisers Trust Limited membership number 5203. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for High Places Ltd., and in the event of their insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;
2. non-flight packages commencing and returning to a country other than the UK; and
3. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Ltd.

Holiday prices

Our prices are based on the rates of exchange existing on 8 October 2013. The price of your holiday is subject to surcharges due to unfavourable price changes in fuel, scheduled airfares, government imposed charges or adverse currency exchange rates. Even so we will absorb an amount equivalent to 2% of the basic tour cost. If any surcharge greater than 10% is imposed you will have the right to cancel your booking within 7 days of notification and be entitled to a full refund.

If we have to cancel or change your booking

We will only cancel your holiday if you fail to make full payment on time or we are forced to do so by reasons of 'force majeure' such as war, threat of war, riots, civil strife, industrial dispute, terrorist activity, natural disaster and adverse weather conditions OR the minimum

number of clients to run a tour (usually five) has not been reached. In the latter event we will advise you of cancellation not less than six weeks before departure. In both cases you will have the choice of an alternative holiday or receive a full refund. We will not be liable for any expenses incurred before receipt of our final invoice, such as, own flights, visas, vaccinations etc, or for any compensation.

It is unlikely that we will have to make any changes to your holiday but we reserve the right to do so. The information about airlines, types of aircraft, duration of flights, itineraries and departure times has been most carefully checked and is believed correct at this time. Where such minor changes do occur or are deemed necessary, we will advise you or your travel agent in good time. Minor changes are not acceptable as grounds for cancellation. In the event of a significant change such as alteration of your outward flights by more than 12 hours, or a change in itinerary, transport or accommodation affecting more than 10% of the duration of the tour, you will have the choice of accepting the arrangements, taking another available holiday or cancelling and receiving a full refund.

No compensation will be payable and no liability beyond offering the above mentioned monies can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we cancel for lack of numbers providing we notify you no less than six weeks before departure.

Flights

We are not always in a position to confirm the airline, aircraft type and airport of destination for any flight included in your holiday. When this information is provided at the time of booking or subsequently it is subject to change. Any such change will not entitle you to cancel or to transfer to another holiday without paying our normal charges. Flight timings given and on booking are for general guidance and subject to change. Actual flight timings will be those on your tickets which will be dispatched to you approximately one week before departure. You must accordingly check your tickets very carefully immediately upon receipt to ensure you have the correct flight times.

Insurance

As a condition of the booking you must be adequately insured. All insurance must cover trekking, climbing, riding, rafting, biking and skiing as applicable, and cover rescue and repatriation including helicopter and air ambulance. It is your responsibility to ensure that the insurance cover is adequate for both your and our requirements. Our recommended insurance scheme is specifically designed for mountain travel and we advise that you use it.

The holiday

Our trips will often take you to remote and exciting places where the risk of injury, accident, loss of property, discomfort and delay is higher. Your booking is accepted on the condition that you realise and accept all these elements of adventure travel. The itinerary for each trip should be seen as an aim rather than a definite objective and for many reasons changes may need to be made to it or to aspects of the holiday at anytime during the trip. Whilst our leaders will make every effort to make suitable alternative arrangements, we cannot be held responsible for such changes, nor for any refunds.

The Company cannot be made liable for the consequences of weather conditions, flight cancellations, strikes, lost luggage, industrial action, wars, riots, sickness, quarantine, government intervention or other untoward occurrences. Any additional costs that result, such as extra hotel accommodation or flights, will be your responsibility and must be paid for at the time. Depending on the circumstances, such costs may be recoverable under your insurance.

Trip leader/Guide

By signing our booking form, you agree whilst on the holiday to accept the decisions of the Trip Leader/Guide who represents the company. If in their opinion your behaviour, performance or presence is detrimental to the safety and welfare of the group, or counter to the progress of the itinerary, the leader may ask you to leave at any stage without recourse to any refunds.

Our liability to you

Journeys to the Himalaya always does its best to make sure that your holiday arrangements are satisfactory. It also accepts responsibility not only for the actions of its own employees, but also for those of its agents, suppliers and contractors provided they were acting within the scope or contract of their employment except where any action or event was unforeseeable or unavoidable even with all due care or attributable to any improper act or omission by the client or any third party.

In all cases, our liabilities in respect of carriers and the services they provide are limited as if we were carriers within the applicable international conventions (e.g. Warsaw Convention as amended for travel by air). For all claims which result, compensation can only be paid in those situations where the carrier concerned would be obliged to pay compensation under the relevant international convention were a claim made against that carrier in that particular situation. Credit must be given for any payment made to you by any carrier.

Dealing with complaints

If you have any complaint about the holiday you should make it known as soon as possible to the trek leader and the supplier concerned (if applicable). If it is still unresolved at the end of your trip you must notify the Journeys to the Himalaya office within 30 days of your return where we will do our best to resolve it.

Your contract

This contract is made on the terms of these booking conditions and is subject to English Law and the exclusive jurisdiction of English courts at all times.

PS: Journeys to Himalaya is fully owned by High Places Ltd