

Terms and Conditions

These Booking Conditions, together with our privacy policy and where your trip is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Himalayan Glacier Adventures, LLC USA and its partners, henceforth referred to as HG Adventures (“we”, “us”, “our”).

Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you”, “they”, “them”, “their”, “he”, “she”, “your” include the first named person on the booking and all relevant parties on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person As “Lead Traveler (Traveler 01)” on the booking agrees on behalf of all persons detailed on the booking that they:

(1.1) have read these Booking Conditions (and general information pages (including the sections headed “Trip Details”, “Itinerary”, “FAQs” and “Dates and Prices”), contained in our brochure and/or on our website) and has the authority to and does agree to be bound by them;

(1.2) appreciate and accept the risks involved in adventure travel;

(1.3) consent to our use of personal data in accordance with our Privacy Policy and is authorized on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);

(1.4) are over 18 years of age and where placing an order for services with age restrictions declares that he/she/they and all members of the party are of the appropriate age to purchase HG Adventures’ trips;

(1.5) do not suffer from any pre-existing medical conditions or disability which may prevent them from actively participating in the tour/trek/climbs – if any person suffers from any medical condition or disability which will or may affect their tour arrangements, please contact us before making your booking so that we can advise as per the suitability of your chosen arrangements;

(1.6) accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

2. TRIP & BOOKING CONTRACT

Your booking is confirmed and a contract exists when HG Adventures issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to HG Adventures or an authorized agent immediately. Please ensure that names are exactly as stated in the relevant passport.

3. CONFIRM BOOKING

To activate your reservation, a deposit of **25% OF THE TOTAL COST** of the excursion for each person (unless stated otherwise prior to accepting your deposit) must be paid while booking from the website. Any installment payments program, contact your adventure advisor assigned to you prior to booking.

Form of Payments: Deposits are paid at the time of booking on the website and subsequent payments can be paid via the website or in the form of a personal check or a Cashier's check payable in USD to Himalayan Glacier Adventures, LLC, bank transfer to Himalayan Glacier Adventures, LLC located in Baltimore, MD or via digital invoices sent to you after booking. When you submit your booking request, we will treat this as a 'not-guaranteed' booking, at this point the booking is only provisional and is not confirmed. Your booking is accepted and becomes definite only from the date when we send you a "Welcome" e-mail to confirm that your 'on request' booking has been confirmed. It is at this point that a contract between you and us comes into existence.

For bookings made via our website, any acknowledgment of your booking request we send to you in the meantime is not a confirmation of your booking.

We (and our agents) reserve the right to decline any booking at our absolute discretion.

If you book via our website, we will communicate with you by e-mail. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent by post. References in these conditions to "send" and "in writing" or similar include communication by e-mail. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All e-mails should be sent to mail@himalayanglacier.com

4. LATE/LAST-MINUTE BOOKINGS

We specialize in small group tours so the sooner you book the better. We offer a private trek for your custom dates as well.

For bookings received within 30 days of the start of your tour (or at an earlier stage for climbs/customized trips), we reserve the right to pass on any extra costs incurred due to the late nature of the booking, we will advise you of such additional costs at the time that you make your booking.

For bookings received within 30 days of your tour (or at an earlier stage for climbs/customized trips), the contract between you and us comes into existence as soon as full payment has been captured by us or our authorized travel agent.

Please Note: If you make a late booking or an 'on request' booking, we would strongly recommend that you do not book any flights or make any other arrangements in connection with your chosen trip until you have received written confirmation of availability from us. In the event that you do choose to book flights or make any other arrangements before receiving written confirmation of availability from us then we will have no liability to you for any refunds of such costs incurred, in the event that your chosen booking is not actually available.

5. PAYMENT FOR YOUR TOUR

The full payment due, including any surcharges applicable at that time, must be received by us (or our authorized travel agent) no later than 30 days before the start of your trek. For climbs/expeditions and customized trips, full payment must be received at an earlier stage before the start of your tour. You will be advised at the time of booking when this is the case.

If we do not receive this balance in full and on time, we reserve the right to treat your booking as canceled by you in which case the cancellation charges set out in clause 9 below will become payable.

Form of Payments: Deposits are paid at the time of booking on the website and subsequent payments can be paid via the website or in the form of a personal check or a Cashier's check payable in USD to Himalayan Glacier Adventures, LLC, bank transfer to Himalayan Glacier Adventures, LLC located in Baltimore, MD.

You can pay the deposit and full amount by credit or debit card. We accept Visa, Mastercard, and Maestro/Solo. Other payment methods may be available on our booking page.

7. PRICING

The price of our travel arrangements is listed in USD by default. You can request the price in your native currency with your assigned HG Adventures representative.

We reserve the right to amend the price of unsold trips at any time and correct errors in the prices of confirmed trips. We also reserve the right to increase the price of confirmed trips solely to allow for increases that are a direct consequence of changes in:

1. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
2. the level of taxes or fees chargeable for services applicable to the trip imposed by third parties not directly involved in the performance of the trips, including tourist taxes, landing taxes, or embarkation or disembarkation fees at ports and airports; and
3. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), local operators, and any other transport providers.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding any insurance premiums, amendment charges, and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or canceling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your trip go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of \$100. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed trip within 30 days of your departure nor will refunds be paid during this period.

8. CUTTING YOUR TRIP SHORT

If you are forced to cut the itinerary short for whatever reason, we are not obligated to refund the cost of any travel arrangements you have not used. If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

9. CANCELLATION POLICY

We understand that sometimes plans change, and we strive to accommodate our customers to the best of our abilities. If you wish to make any changes to your booking after receiving our e-mail confirmation, please notify us in writing as soon as possible. We will make every effort to assist you, although we cannot guarantee that all requested changes can be accommodated.

Regarding deposits, we want to provide you with flexibility. While all deposits are non-refundable, we will keep your deposit secure for a lifetime. You can use it for a future date, choose a different trip altogether, or transfer to another person in your network. Please keep in mind that if you decide to postpone your trip more than a year into the future, there might be changes in the trip's price. For cancellations or flight changes, kindly inform us via email to HG Adventures or our representatives.

All deposits are non-refundable and can be applied towards a future date in the event of cancellation in accordance with the following terms and conditions:

9.1. FOR "JOIN A GROUP" TRIPS

Here are the cancellation terms based on the number of days prior to your arrival date at the trip destination.

30 Days or less: No refunds will be made, however if you wish you reschedule, we will transfer the paid amount, except any expenses already incurred to HG in the preparation of the trek, towards the next trip

31 Days or more: 25% life-time deposit will be retained by HG and the remaining 75% will be refunded.

9.2. FOR TAILOR-MADE TRIPS

60 Days or less: No refunds will be made, however if you wish you reschedule, we will transfer the paid amount, except any expenses already incurred to HG in the preparation of the trek, towards the next trip. Same price is not guaranteed and may vary based on availability for the future dates,

61 Days or more: 25% life-time deposit will be retained by HG and the remaining 75% will be refunded.

9.3. FOR PEAK CLIMBS

90 Days or less: No refunds will be made, however if you wish you reschedule, we will transfer the paid amount, except any expenses already incurred to HG in the preparation of the trek, towards the next trip. Same price is not guaranteed and may vary based on availability for the future dates,

91 Days or more: 25% life-time deposit will be retained by HG and the remaining 75% will be refunded.

9.4. NO-SHOWS:

If you fail to show up for your trip without prior notice at least 72 hours prior to your trip start date, no refund or rescheduling options will be provided.

We do offer the option to reschedule for the same trip, but please be aware that prices may change, and we may request you to cover the increase.

We regret to inform you that we are unable to provide refunds or compensation for any unused hotel accommodation, air tickets, or other unused services or features of the tour. We want to remind you that during the trip, certain events, such as accidents or illnesses in remote places without medical facilities, political instability, or forces of nature, may occur. You agree to assume all risks associated with the journey to the maximum extent permitted by the destination country's law.

If you need to cancel your trip within 30 days or less before the start date due to major impediments beyond anyone's control, including but not limited to COVID travel restrictions, pandemics, lockdowns, strikes, political instability, or terrorism, we want to collaborate with you to find a fair solution. You will be given the option to utilize the paid amount for another date or another trip of equal value, excluding any charges already incurred during the trek preparation. We understand that this is a complex situation, and we are committed to working with you to reach a mutually satisfactory outcome.

In the event of extreme personal peril, like loss in the family, terminal illness and death, HG will entertain request of refunds for the 25% non-refundable deposits. We may ask for personal and confidential records about your medical history in order to approve to request. This will be case by case and HG reserves the right to refuse at HG's discretion.

Lastly, we strongly recommend taking out comprehensive travel insurance that includes coverage for cancellation charges. This will provide you with additional peace of mind and protection in unforeseen circumstances.

We value your trust and are dedicated to providing you with exceptional service. If you have any further questions or concerns about our cancellation policy, please don't hesitate to reach out to us.

10. CHANGES IN THE ITINERARY BY YOU

No refunds will be made if you voluntarily leave a trip for any reason after the trip has begun. Refunds will be at the discretion of HG Adventures if you are involuntarily forced to leave a trip for any reason. No refunds will be made for any accommodation, transport, sightseeing, meals, or services not utilized. Please note that these conditions are subject to change.

For any changes to your reservation or itinerary after confirmation has been issued, you must notify HG Adventures in writing at least 60 days prior to the departure date. Any expenses or additional costs resulting from the change must be paid at the time of the change. You are responsible for all expenses incurred due to flight cancellations or any administrative charges that may arise due to unforeseen changes in your arrival time or ability to commence the trek. HG Adventures reserves the right to cancel the trek or modify the itinerary due to factors beyond its control, such as the nature of trekking, weather conditions, local restrictions, or other unforeseen circumstances. In such cases, an alternative excursion of a similar standard will be offered, but no refund will be provided.

Changes are subject to availability. If you need to cancel a booking, you can request a credit voucher for the amount paid. This voucher must be redeemed within 3 months of issuance for a new booking. The voucher is non-transferable, can only be used for one booking, and cannot be exchanged for cash. If the cost of the new booking is less than the value of the credit voucher, no refund or additional credit voucher will be provided.

Where we are unable to assist you with your request and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 9.

11. IF WE CHANGE OR CANCEL YOUR TRIP

Changes: If we make an insignificant change to your tour, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, change of accommodation to another of the same or higher standard.

It is in the nature of these types of excursions that arrangements and the participants must remain flexible. The day-to-day itinerary/agenda and the ultimate goal of the excursion are taken as aims and not as contractual obligations. It is the condition of your joining any of our excursions that you accept this flexibility and that you also accept that HG Adventures cannot be held responsible for cancellations, delays, alterations in the program, or for expenses incurred, due to international or internal flight cancellations, automobiles and other means of conveyance, Major impediments like but not limited to, strikes, sickness, weather and other forces of nature, war, quarantine, pandemic, political closures, and disputes. You will be responsible for any such expenses incurred which, depending on the circumstances, maybe recoverable by your own insurance. You must make sure to mention all of these items and terms including potential travel up high altitudes to your insurance provider to ensure you get the appropriate coverage. On an excursion of this nature, it is necessary for you to abide by the authority of the leader, who represents HG Adventures.

The decision of the leader as to the conduct, itinerary, and objectives of the tour is final. Signing our booking/reservation form signifies your agreement to this. If in the opinion of the leader your behavior or physical condition is detrimental to the safety, welfare, and well-being of the group as a whole (which are the paramount considerations), or if (in consultation with the trek medical person, if there is one) the leader considers your general well-being will be put at risk by continuing with the trip, you may be asked to leave the tour without the right to any refund.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

(11.1) (for significant changes) accepting the changed arrangements; or

(11.2) having a refund of all amounts paid except the non-refundable deposit paid at the time of initial booking; or

(11.3) accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or

(11.4) If available, you may choose to accept an offer of alternative arrangements of a lower or higher standard. In such cases, the price difference between the original arrangements and the alternative arrangements will be refunded or added on accordingly.

(11.5.) transfer the paid amount as a credit voucher to another person with your consent to be used towards a trip that is at least the value of the initial trip that was booked

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request a notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

12. FOR COMPLAINTS

We make every effort to ensure that your tour arrangements run smoothly but if you do have a problem during your tour, please inform our Tour Guide immediately who will endeavor to put things right. If your complaint is not resolved locally, please contact us via email at mail@himalayanglacier.com or by phone at **+1-410-307-0007**.

If the problem cannot be resolved and you wish to complain further, you must send a formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us in quickly identifying your concerns and speed up our response to you.

Please Note: Failure to follow the procedure set out in this clause may affect our and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

13. COMPLIANCE AND INSURANCE

You agree to comply with all local rules, regulations, vaccinations, and entry protocols required for arrival into the destination country. Failure or refusal to comply and the resulting cancellation will be subject to the regular cancellation policy mentioned above in Clause 9.

Medical vaccinations and other preliminary arrangements including all visa procurements (Except TIBET/CHINA VISA) are entirely your responsibility and HG Adventures does not accept any responsibility in the event that these are not completed in time for departure.

To take part in one of our excursions you must be covered by insurance, which must include the cost of repatriation and helicopter rescue if you become too ill or injured to continue. You need to purchase an insurance policy that is designed to cover these types of trips. You must carry proof of insurance (e.g. your insurance certificate) with you throughout the trip. If you cannot provide proof of insurance at the start of the trip you will be required to take out a suitable policy at that time. If this is not done you will not be allowed to continue on the trip and will not be entitled to any refund for services not provided. (Please review any description pages for more information on insurance, immunizations, gear, and essentials.)

13.1. Insurance Disclaimer*

Your insurance will need to cover any/all emergency evacuations in extreme cases without the need for approval from your insurance provider first. In the mountain regions, the situation can deteriorate unpredictably unless acted upon swiftly. Himalayan Glacier reserves the right to make these decisions considering the guests' safety in mind and will not be obliged to wait for approval from the insurance providers. Thus, Himalayan Glacier shall not be held liable in any effect for any expenses incurred to conduct the evacuation for the guest's safety. It will be totally up to the guests to coordinate with their insurance to cover the liabilities. Guests agree that any expenses incurred by Himalayan Glacier during the process of rescue evacuation of the guests shall be reimbursed to Himalayan Glacier by the guest's insurance company or by the guests themselves.

13.2. PASSPORT AND VISA INFORMATION

You must carry a valid passport and have obtained the appropriate visas when traveling with HG Adventures. Please ensure your passport is valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas for the countries you are traveling to. HG Adventures cannot accept responsibility if you are refused entry to a country or place because you lack the correct visa documentation.

14. RISKS INVOLVED

You acknowledge that going on an HG Adventures trip requires a degree of flexibility, and understand that the trip route, accommodation, and modes of transport are subject to change without prior notice due to local circumstances. Should HG Adventures deem it advisable to amend an itinerary for any reason, it may do so by shortening, varying, or rerouting any trip. These changes are binding and additional expenses will be charged to you if the reason for any alteration is outside HG Adventurers' control. HG Adventures reserves the right to cancel any trip you booked before it is guaranteed to run. A trip is guaranteed to run once it has at least 1 fully paid traveler unless minimum numbers state otherwise. Any flights forming part of your

trip will be subject to the General Conditions of Carriage and Conditions of Contract of the airline concerned, to which attention will be drawn on the airline ticket. Such flights will also be subject to international law which often limits the airlines' liability to passengers in respect of death or bodily injury, delay, and loss or damage to baggage. HG Adventures reserves the right to substitute alternative vehicles, carriers, and/or aircraft types if necessary.

HG Adventures does not accept liability for any loss or damage on any account whatsoever. Although we will always handle your baggage and personal effects with great care while in our possession (such as when carried by porters, yaks, and horses), HG Adventures does not, however, accept responsibility for any loss, damage, or accident to any luggage and property.

15. HEALTH, DISABILITIES, AND MEDICAL CONDITIONS

We are not a specialist disabled tour company, but we will do our utmost to cater to any special requirements you may have. If you have any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed tour and/or making the booking. In any event, you must give us full details at the time of booking and also update us if/when any change in your condition or disability occurs.

You must also promptly advise us if any medical condition or disability which may affect your active participation in your tour or the tour arrangements of any other person develops after your booking has been confirmed.

We may require you to produce a doctor's certificate certifying that you are fit to participate in your chosen tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

16. FLIGHTS/TRANSPORT/DELAYS

Any changes in your international flight to arrive and depart from the destination country must be informed to HG Adventures immediately. Expenses incurred to accommodate the change will be paid by the client at the destination.

Expenses incurred due to changes/delays/cancellations or domestic or international flights will be the clients' responsibility.

17. FOREIGN OFFICE ADVICE

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be traveling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute events out of HG Adventures' control.

18. BOOKING FROM PARTNER WEBSITES

Adventures/Trip Packages booked from third-party websites will also be subjected to these terms and the terms of the third-party website. They will be bound by the terms and conditions of the respective website from which the guests booked the Himalayan Glacier Trips. HG Adventures will not be liable for any refunds for the trips booked from third-party websites, not limited to, TourRadar, Bookmundi, Viatour, Travel Zoo, etc.

Guests who book their adventures from third-party marketplaces agree to Himalayan Glacier's terms and conditions.

19. FREE TRIP GIVEAWAY/ PROMOTIONAL CAMPAIGNS TERMS AND CONDITIONS:

The free trip giveaway package and other promotional trip packages may not always reflect the trip packages displayed on the Himalayan Glacier website. They may have been designed in such a way so as to fit the purpose it was created to satisfy all the criteria for redeeming the gift. In case a person does not fulfill the requirements for redemption, then the gift will be transferred to another person chosen at random who fulfills all the requirements.

Free trip giveaways are non-transferable and can be used only by the person who actually earned it. The person may acknowledge using it at his/her favorable time within 2 years from the day of winning the gift. If the person does not use his/her gift within 2 years of receiving it, we will assume that the person has lost interest in making use of the freebie.

* Other terms apply for the trip. HG Adventures reserves the right to make changes to the terms at their discretion.

All participants must read these terms and conditions, and agree to it. Participants are aware that the trip excursion is under the arrangements of HG Adventures and that their participation involves certain risks and dangers. The participant hereby agrees to accept all the involved risks, dangers, and conditions as well as agrees to pay any and all additional costs that may arise as a result.

Full Name of Participant:

(Please Print Clearly)

Signature of Participant: _____

Date: _____

Full Name of HG Adventures Representative: SANKET PANDEY

Position: Managing Director

Signature of HG Rep: _____

Date: _____