

## **Terms and Conditions**

The following contains the terms and conditions of you taking a trip with Everest Treks Ltd (referred to below as 'ETL', 'we', and 'us'). We have tried to keep these to a minimum, but you will understand that it is important for us and for you that we cover these matters.

These Terms and Conditions constitute a legally binding contract between us and you for the trip you undertake with us; if you require any further clarification on any point please request it in writing from us. **You will be deemed to have accepted these Terms and Conditions when you pay us your deposit for a particular trip.**

- 1) **Trip Price:** We have based our trip price on exchange rates and airfares prevailing at the time we set the price. If either of these components changes significantly, we reserve the right to increase the price of your trip, even if you have already made full payment. We will do everything within our control not to adjust prices once you have a confirmed place on our trip.
- 2) **Trip Payment:** You are required to pay the full balance of your trip cost, either by direct credit to our bank account, or by cheque, no later than 60 days before departure date. We will invoice you prior to this time to remind you of the need to make this payment. If we do not receive the balance of your total booking cost prior to 60 days before departure your booking may be terminated and you may lose your deposit. Additional cancellation penalties may apply.
- 3) **Changes to Planned Itinerary:** Due to the nature of our trips, weather, flight schedules and other unforeseen circumstances may necessitate a change to the planned itinerary. In such event there is no right to partial or full refund of the trip price, or to any other compensation. ETL reserves the right to change the person nominated as its Trek Leader at any stage, or to change any other aspect related to the trip. ETL undertakes to keep you informed of any such changes to the extent it is able to do so.
- 4) **Change of Trip by You:** In the event you need to change the date of your trip we will endeavour to accommodate this. There may be no fee payable, at the sole discretion of ETL, and this will be discussed with you at the time of your request.
- 5) **Cancellation of Trip by ETL:** ETL reserves the right to cancel a particular trip at its absolute discretion. In such circumstance we will give you as much notice as possible, and offer an alternative trip for you to participate in. We will refund all money paid by you to ETL in respect of your cancelled trip.
- 6) **Cancellation of Trip by You:** If you wish to cancel your trip you must notify us in writing. The effective date of the cancellation is the date on which ETL receives the written notice of cancellation from you. A cancellation charge may, at the sole discretion of ETL, be payable as follows:
  - a. More than 60 days from departure date: Loss of deposit
  - b. Less than 60 days from departure date: Loss of 50% of total trip cost
  - c. Less than 45 days from departure date: Loss of total trip costNo refund will apply if you leave the trip early for whatever reason.
- 7) **Authority of ETL and our Trek Leaders:** At all times the decisions of ETL and our Trek Leaders shall be final on all matters 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 makes 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 then ETL reserves the right to terminate our contract with you, and to 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 well-being, or that of the group, as decided by ETL in its absolute discretion.

- 8) **Travel Insurance:** You will be covered for Travel Insurance by a comprehensive policy that we take out on your behalf, the details of which will be provided to you separately. In the event you have a claim under this Insurance Policy then you will need to deal directly with the Insurance Company.
- 9) **Passports and Visas:** It is your own responsibility to have a valid passport, which must be current for 6 months beyond the duration of your trip. Your Nepal Visa will be obtained at Kathmandu Immigration on your arrival in Nepal; you must bring with you your completed Nepal Visa Application Form and four passport photos.
- 10) **Assumption of Risk:** ETL operates its trips in regions where standard of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home. By booking with ETL you also acknowledge and accept that participation in ETL's trips involves inherent risks, which can include injury, illness and discomfort that may not be present in the case of conventional or less demanding holidays. 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 countries that are included in your ETL itinerary. By commencing your trip you are confirming that you understand these risks and accept full personal responsibility for them. From our perspective, we will always conduct our trips with the utmost care and concern for the welfare of you and the group.
- 11) **Publicity:** Unless you advise us to the contrary in writing prior to your trip departure date, ETL may use images of you taken during the trip without recourse to you and without payment to you, although such images may only be used by ETL for publicity and promotional purposes, through whatever medium it chooses.
- 12) **Privacy:** As part of our general business requirements we need to collect certain information from you, some of which may be of a personal nature. We undertake not to disclose any of this information to any third party, unless necessary to ensure your safety or well-being. We undertake to treat any such private information in strict confidence.
- 13) **Exclusion of Liability:** To the fullest extent permissible by law, ETL and its employees and contractors accept no liability, nor responsibility for compensation or damages, arising from the death, injury, or illness, or damage or other expense, which you may directly or indirectly suffer or incur through participation in your trip, however caused.
- 14) **No Implied Terms:** To the fullest extent permissible by law, any other terms, conditions or warranties that might otherwise be implied into these Terms and Conditions are specifically excluded.
- 15) **Advice in Writing:** Where any clause of these Terms and Conditions has provision for advice to be given "in writing" to ETL, this must be by email to [john@everesttreks.co.nz](mailto:john@everesttreks.co.nz), or by letter to PO Box 1, St Arnaud, Nelson Lakes, New Zealand.
- 16) **Governing law:** This contract for the supply of services between you and ETL will be governed by and construed with the laws of New Zealand, and you and we agree to submit to the exclusive jurisdiction of the Courts of New Zealand as a result of any claim or matter arising from this contract.

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