
Booking Terms and Conditions

These terms and conditions are set forth to define the relation of the Buddha Holiday Travel and Tours Pvt.Ltd, a private limited company duly registered under the laws of Nepal, having its registered office at Jawalakhel, Lalitpur, Nepal (hereinafter referred as the "Company") and Individual or group of Individuals (hereinafter referred as the "Client"). By booking a trip, the Client agrees to be bound by the following booking terms and conditions.

These terms and conditions will be stated in the Tour Contract which will be sent by Company to the Client via mail as a confirmation of booking. A booking is accepted and becomes definite only from the date when the Company issues a confirmation to the Client. Tour Contract issued by the Company along with the confirmation mail will include list of all arrangements of Client tour as well, and Client shall be required to re-confirmation on all items that shall be stated. Clients shall not be allowed to refuse or request for amend the following standard terms and conditions that will be included in the tour contract.

1. Confirmation of Booking

To confirm the booking the Company must receive atleast 50 % (Fifty Percent) of the package cost in advance to confirm all service and confirmation shall be inform through the email. However, full payment for a service such as flights may be required at the time of booking. The applicable advance payment will confirm in the confirmation mail. The remaining payment due must be received by the Company not later than Seven (7) days before the travel start date.

The Client agrees that:

- a. The Client have read and accepted the booking terms and conditions and general information pages including the 'information about tour's,'tours prices' and 'how to book' contained in the website of the Company.
- b. The Client appreciates and accepts the risk involved in the tour.

- c. The Client are medically sound or do not suffer from any pre-existing disability which prevent them from actively participate in the tours.
- d. The Client is legally capable and is authorized representative to enter into the Tour Contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accept these conditions.
- e. The Company may cancel the booking prior to the issuance of confirmation mail without mentioning any reason thereof and the Company shall refund the advance payment and other payment received, if any; within 7 days from such cancellation.

2. Payment of Booking Package Cost

The company accepts all major credit (Master Cards & Visa Card), or the Client may wire transfer the payment of booking package cost in the following Bank Account of the Company in Nepal.

Name of Account Holder: Buddha Holidays Travel and Tours Pvt.Ltd.

Payee Address:.....

Bank Account Number:.....

Bank Name :.....

Address of Bank:.....

Swift Code:.....

3. Cancellation

- a. Canceled by the Company

The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 30 days before the tour start date except for force majeure or the Client's failure to make all payments when due or Client's failure to comply with any requirement of these booking conditions.

If Company has to cancel, the Company will inform you as soon as possible. If there is time to do so before departure and the cancellation does not result from your failure, the Company will offer you the choice of purchasing an alternative tour offered as a result of consolidation or another available tour from the Company in either case, paying or receiving a refund in respect of difference in price or receiving a full refund of all monies paid to the Company. It is advisable only to book fully flexible transport and other arrangements which can be cancelled or changed without charges, as the Company shall not be liable to pay the Client any cancellation, amendment or other changes the Client may have to change or cancel as a result of the cancellation of the tour.

The Company will as a minimum, where compensation is due, pay the Client the compensation of USD 100 per confirmed passenger. The Company shall not be liable for the compensation if the booking is canceled as a result of force majeure event.

b. Canceled by the Clients

Clients may cancel their booking as per following policy of the company.

- a) 10% of advance payment will be retained by the Company if cancellation is done 30 days prior to the tour start date.
- b) 50% of advance payment will be retained by the Company if cancellation is done from 29 to 3 days prior to the tour start date.
- c) 100% of advance payment will be retained by the Company if cancellation is done less than 2 days before the tour start date.

- c. In the case of non-payment of the remaining balance payment by the due date the Company reserve the right to treat your booking as cancelled and 100% of advance payment will be retained as a cancellation charge by the Company.

4. Changes in the Booking

A) Changes made by the Company

The company will do its best to operate all tours as advertised, but it reserves the right to minor change and correct errors in any of the facilities, services, prices or itineraries described in the tour contract issued along with the confirmation mail, the Company reasonably expect that such minor changes will not have major affect on the tour. The Company shall not be liable to pay any compensation to the Client for such minor changes made by the Company.

In case the Company has to make significant changes in the confirmed booking that have major effect on the tour, the Company will inform to the Client as soon as possible. If Company informs the Client on such significant changes before departure, the Client will have (i) the choice of accepting the changed arrangements at additional cost if applicable, (ii) purchasing another available tour from the Company paying or receiving a refund in respect of any difference in price or (iii) cancelling the tour with a full refund of all monies paid to the Company as full and final settlement.

B) Changes made by the Clients

Following terms and conditions shall be applicable, if the Client request the Company to make minor changes in the booking terms and conditions:

- a. An administration fee of equivalent to 10 percent of total package cost plus any additional costs or charges incurred by the Company or incurred or imposed by any of the supplier of the Company will be charged if the Client decides to change or transfer to a different departure date or tour, up to 30 days prior the tour start date. The changes after such date shall be treated as the cancellation and shall be subject to the cancellation charge.

- b. If a client is unable to travel, in circumstances which the Company considers reasonable, the booking or client's place on the booking may be transferred to another suitable person, provided that the tour arrangements must remain same as originally booked and such request is received by the Company 30 days prior to the tour start date. If a transfer can be made, an administration charge equivalent to 10 percent of total package cost will be charged. For flight inclusive bookings, the Client must pay the charges levied by the airline concerned.

5. Travel document

It is the obligation of Client to manage and must be in possession of a valid, acceptable passport, visa and other requisite documents required for the whole of their tour. The Company shall not accept any liability if the client is refused to enter onto any transport or into any country due to lack of required travel documents. If failure to have any necessary travel or other documents results fines or financial penalty on the Company clients shall be liable to reimburse to the Company.

6. Insurance

Travel insurance is required for Client whilst on a tour organized by the Company. The Client together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance.

However, the Company may allow the Client to travel without insurance, only when the Client declare in self hand written statement is presented along with the trip booking form that "*I agree to travel on my own self risk without providing insurance policy to Buddha holidays Travel and Tours Pvt.Ltd*".

7. Client's Responsibilities

Clients are responsible to follow the law of visiting countries, disclosed the actual information of the clients and follow instruction, rules and decision made by the company's employee, tour leader and authorized agent of the Company.

Company and authorized agent of the Company shall not be responsible for those conditions which are arise due to the breach or negligence of local law, false information as well as health condition of the Client. If (authorized) professional person(s) (like police, doctor, hotel manager, tour leader) provide the opinion that continue travel of the client is endanger or appears to endanger to his/her life or to third party or danger to safe, comfortable or happy progress of the tour, the client may excluded from all or part of the tour without refund or recompense. Where a client is excluded, the company will have no further responsibility towards them (including any return travel arrangements) and Company and its agents are not responsible for any expense or costs incurred as a result of the exclusion.

8. Company's Responsibility

Company responsibility for the tour booking is accepted on the understanding that clients appreciate and accept the possible risks inherent in adventure travel and they undertake the tours

- a) Company shall be responsible to ensure that tour arrangement is made or provided with reasonable skill and care in accordance with confirmed booking and terms and conditions of the Agreement.
- b) Company shall not be responsible for any services which do not form part of this Agreement.
- c) Company shall not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any description whatsoever which results from the act of the clients or act of third party not connected with this contract.

- d) Company shall not be responsible for the delay of the flight and other means of transportations and also not responsible for the additional expenses incurred due to such delay.
- e) In case of emergency rescue or evacuation from remote places the company shall assist to manage a rescue helicopter or other means of transportation subject to the guarantee of repayment of all such expenses from insurance company of the Client or by Client him/herself.

9. Force Majeure

Parties shall not be responsible or held liable if performance of responsibility under this contract is prevented or effected or clients suffer any injury, damages, and losses or expense any nature as a result of force majeure. In this context force majeure include war, riot, civil strike, terrorism, Industrial dispute, political disturbances, natural and nuclear disaster, adverse weather conditions, disease, fire, and similar events outside the control of the party.

10. Confidentiality

The personal information that client provided to Company for booking is only use to identify the client. Company never misuse the personal information and Company strictly discourage the sale or published any of the information supplied by theClient. But Company's employee or agent may take photographs of tours in progress, including picture of clients. These pictures may be used in future marketing materials and stored physically and digitally. If Client does not wish for their pictures to be taken or used in this manner, please advise your tour leader or employee of the company at the start of tour.

11. Complaint

If the Client has any complaint about any of their tour arrangements, the Client must tell both the relevant supplier and the Company's authorized agent at the time. It is only if the Company and relevant supplier know about problems that there will be the opportunity to put things right. Failure to complain on the spot may result in the

client's ability to claim compensation, if applicable. If the Client's complaint cannot be resolved on tour they should notify the Company in writing within 30 days of their return from tour.

12. Applicable Law

These terms and Conditions are governed by and shall be construed in accordance with the laws of the Nepal and any dispute shall exclusively be subject to the jurisdiction of the appropriate court of Nepal.

Tour Operator

Buddha Holiday Travel and Tours Pvt. Ltd.

A fully owned Subsidiary of Buddha Air

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