

Terms and Conditions

Guest Agreement and Declaration

Holy Tours Australia. (Hereinafter referred to as "the HTA") would like to thank you for choosing us to be your partners in adventure. We are located in the capital city of Australia; Sydney and our specialty is pilgrimage-based tourism. We are excited about helping fulfill your travel dreams, but before booking we kindly request you review all of our terms and conditions. This ensures that you are empowered with all the knowledge to confidently book your journey with us knowing you have made the right choice.

As such, when booking a tour, you have entered into a binding contract with HTA. Your agreement with us includes the Terms and Conditions related to the booking confirmation, payment, refund, cancellation, and other charges levied as per policy and the HTA's Privacy Policy.

Please read our complete terms and conditions so that we may further our partnership on this, dream pilgrimage!

Booking

All bookings are made with HTA.

For clarification, we use the word "trip" to describe the itineraries of walking, tours, treks, trips, sightseeing, climbing, mountaineering, expedition, or holidays.

When booking any trip with us, the full amount is payable to confirm your booking.

Payment Options and Method

There are two methods of payment. Bank Transfer and Credit Cards. Accepted cc's include:

- Master Card
- Visa
- American Express

All payments made via credit card are subject to a 2.5% surcharge. Surcharges apply to all payments: deposits, final balances, trip extensions, and miscellaneous purchases when using your credit card. This surcharge will cover the charge imposed by our payment gateway.

Cancellation Policy

- We would regret to see you go, but if for any reason you leave one of our trips voluntarily after the trip has begun, the HTA will not refund the amount already paid to the HTA by you, the customer. However, it will be at the discretion of the HTA to provide a refund if for any reason you are forced to leave a trip.
- The HTA will not make any refunds, or vouchers for accommodation, transportation, sightseeing, meals, or services not utilized by the customer.
- Please note that these conditions are subject to change.
- The HTA reserves all rights to cancel any trip booked by the customer before it is guaranteed to run. A guaranteed trip requires four fully paid travelers unless minimum numbers state otherwise on your particular trip.
- The HTA reserves all rights to cancel a guaranteed trip prior to the departure in the case of any unfavorable circumstances such as but not limited to, such as unforeseen natural disaster, canceled flights, strike, industrial action, wars, riots, quarantine, government intervention, weather and health conditions of group members, etc. In such situations, the booking funds are non-refundable as we prepay for all our services and logistics.

In these cases (where possible), The HTA will provide a voucher for the following season of the same year or an alternative trip of the same value (as per your choice).

- If for any reason you decide to cancel your trip, we require your cancellation in writing. When the HTA receives the written notification, this will be the date of the cancellation, and not prior to it. No refunds will be provided.
- In case of any trip cancellation, the amount already charged by the HTA is non-refundable. However, the same amount may be applied within one year from the booking date. If the cancellation notice is received 90 days before the trip departure date, 100% of the total charged amount is reusable. 100%, 80%, and 50% of the total charged amount are reusable if the cancellation notice is received 90 days, 60 days, or 30 days respectively, before the trip departure date.

Trip Amendment

All amendments and cancellation fees apply only to the trips listed on this site. The fees are as follows:

- Amendment Charge

60 Days or more Prior to the Trip Departure: If the booking amendment request is received by the HTA, 60 days or more prior to your original departure, an AUD \$150 per person is required.

Less Than 60 Days Prior to the Trip Departure: If the booking amendment request is received less than 60 days prior to your original trip departure, the charges will be as per the cancellation policy. In the case of any changes in the price of the trip, within the time of the original booking and the amendment date, the new trip price will be applicable for the reservation. These fees are in addition to any charges levied by the hotels or any other service providers.

Changes to any other arrangements made in conjunction with your trip booking (e.g.; hotels, transfers, etc.) or amendments to any other arrangement made in conjunction with your trip reservation will incur an administration fee of AUD\$150/booking per change. This fee is in addition to any charges levied by hotels, ground operators, or airlines.

- It may not be possible to make any amendments to your booking within 10 days of departure. Fees for late changes will vary from the minimum of AUD\$300 and up per booking if the changes can be made.

Travel Insurance

HTA is excited you have chosen us as your partner in your Tour plans, and a good trip is an insured trip. The peace of mind of being covered for any eventuality that may arise during your trip is invaluable. Travel insurance is mandatory for all HTA tours. If you arrive for your intended trip and do not have any proof of insurance, you will be required to take out a suitable policy at that time. If this is not done or is impossible for practical reasons, then you will not be allowed to continue with your trip and will not be entitled to any refund for the services not provided.

This insurance must include medical coverage and helicopter rescue services. We also strongly recommend that you take out cancellation insurance. When purchasing travel insurance please be aware some insurance companies may restrict places or types of travel. For example, some may not cover trekking in Nepal, Tibet, and India or refund helicopter transfers in cases of inter-nation plane flight cancellations.

Take enough time to research, and ask questions concerning the insurance you may purchase. Make sure that the policy provides an adequate level of protection and covers you for the activities involved. When embarking on your tour please carry all necessary paperwork and phone numbers to be able to reach your insurance company in the event you need to contact them during your trip.

Passport and Visa

When traveling with HTA or in any foreign country for that matter please carry your passport and any visas for the country in which you are traveling in, along with any other permits required. It is a good idea to also

carry 3 copies of your passport, visas, and/ or permits in a separate place from the originals. Do not leave your originals in any suitcases or luggage, rather carry these on you at all times.

Kindly ensure that your passport is valid for 6 months beyond the duration of the trip.

Make sure you are in possession of the correct visas for the countries you are traveling to. HTA will not be responsible if you are refused entry to the destination country because you lack the correct visa and documentation.

Facilities and Flexibility

The destinations for HTA's trips are beautiful and unique places in the world. These areas may be remote, wilderness, or developing areas. Accommodations, transportation, safety, hygiene, communication facilities, level of infrastructure, and medical facilities are not the same as in your hometown, or on a conventional holiday. Thus, you agree to assume all personal responsibility for participating in activities that carry a certain degree of risk.

You understand that during the course of the trip, certain events may occur; accidents or illnesses in remote areas without medical facilities, political instability, and disasters can occur. You agree to assume all risks associated with the journey to the maximum extent permitted by Nepalese/Chinese/Indian law.

You acknowledge that the trips require a degree of flexibility and understand that the trip route, accommodation, and modes of transport are subject to change without prior notice in case of any unavoidable local circumstances.

If required, to amend the itinerary for any reason, the HTA may do so by shortening, varying, or re-routing any trip. Sometimes due to unforeseen circumstances beyond the control of HTA, we, HTA, and its representatives may require re-routing and the customers will have to bear all the additional expenses caused by the alteration in the trip.

While traveling with HTA, you agree to accept the authority of the trip leader or local operator at all times. You are aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of all participants. You understand that HTA reserves all rights to decline, accept, or retain any person as a member of the group at any time if required.

You acknowledge that the HTA contracts with a network of companies, government agencies, and individuals, to assist in the running of its tours. To the best of the HTA's knowledge, these third parties are qualified to perform the duties they are contracted for. However, HTA will not be held responsible for any injury, damage, loss, delay, or irregularity caused by these third parties.

HTA will not take the responsibility for any traveler, who contravenes any law or regulation of any country visited. This agreement is governed by the laws of the governments of Nepal, China, and India therefore, no employee, representative or agent of HTA has the authority to vary these conditions.

Price Excludes

- Personal travel insurance: both medical and evacuation
- Visa, passport, and vaccination charges
- International flights to destinations of operation and any fees, taxes
- Extra meals, transport costs, accommodations, costs, and other expenses not included in the itinerary
- Laundry, postage, personal clothing (unless provided in the itinerary), medical expenses, and items of personal nature
- Emergency evacuation and/or search and rescue
- Not mentioned in the itinerary inclusions
- Please note specific tours have additional exclusions
- Tips and excess baggage charge
- The trip cost includes all airport transfers. Kindly refer to the trip inclusion page along with the itinerary for each trip.

Medical Disclosure

You declare and warrant that:

- You are in good health and mental and physical fitness at the time of booking this tour;
- You have disclosed to HTA every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably to be expected to know, that is relevant to HTA's decision to permit you to go on the adventure tour;
- Immediately upon any adverse change in your health or fitness that may be likely to affect HTA's decision to permit you to go on the adventure tour, you will notify HTA in writing of any such adverse change;
- You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.
- HTA is permitted to disclose medical information to our consultant doctor for an opinion;
- HTA's consultant doctor may exclude you from a tour if he/she deems it necessary;
- You have taken the necessary precautions to immunize/vaccinate for the destination you are traveling to;
- You have taken out a travel insurance policy that adequately covers you for medical eventualities including cover specifically for pre-existing medical conditions.

Weather and Other Unfavourable Conditions

Weather can be unpredictable, especially in mountainous regions. It does happen that unfavorable weather conditions can cause domestic flight delays and cancellations, particularly in the Kedarnath, Jomsom, and Lhasa regions of India, Nepal, and Tibet respectively.

HTA reserves all right to reroute treks or use road transport for extended delays without any impact on the trip cost. HTA does not accept any responsibility for costs incurred as a result of missed international flight connection but will assist you in making alternative arrangements where possible which may incur a slight additional cost.

In the unlikely event of civil unrest in any country we are visiting, we will inform you (the customer) of any information we obtain as soon as we are abreast of the situation. We have made every effort to ensure the correctness of the information provided in our brochures and in printed and electronic communications we cannot be held responsible for any inaccuracies. The terms and conditions of all agreements made with the Company shall be subject to and governed by, the Australian and host country's law.

Altitude Mountain Sickness affects everyone to different degrees for different lengths of time. It is important you are an active participant in your own safety and thus report any unusual feelings to your guide as soon as possible. They may help to distinguish if the symptoms are progressing to a more serious problem, however, HTA does not assume any responsibility for circumstances that may incur due to AMS symptoms and the consequences of such.

By booking your trip, you have read and agreed to all of the above-stated terms and conditions. You are agreeing to abide by the terms and conditions and that you understand what is involved in participating in Holy Tours Australia on your chosen trip.

Tour Leaders

HTA's appointed tour leaders take their responsibilities seriously and if for any reason a tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, he/she may exclude you from the tour. In this event, you will be

offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the tour leader, your behavior is causing or is likely to cause danger, distress, or annoyance to others, or your fitness or health (mental and/or physical) is questioned, he or she may direct you not to continue and you must follow the tour leader's instructions. In this case, you will not be entitled to any refund.

HTA reserve the right to change, at any time, the tour leader of any tour. If that happens, HTA will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by HTA will not give rise to any right on your part to cancel the tour or claim any expenses, loss, or damage which may be suffered.

Complaints

If during your trip you have a problem, please bring this to the immediate attention of the tour leader or relevant supplier (eg. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your HTA consultant by email or phone and they will endeavor to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 30 days of your return home by writing to our Operations Department at your local HTA office. Please keep your letter concise and to the point so us to quickly identify your concerns and liaise with the relevant parties to respond to you as soon as possible.

Cancellation due to tour booking numbers

HTA reserves the right to nominate a small group surcharge where a trip has not reached minimum numbers or to cancel the tour. In case of a tour cancellation, you will be given a full refund of the tour price. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses, or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport, and vaccination charges, gear purchases or non-refundable flights and taxes.

Route changes, Postponement

Cancellation or Delay HTA reserves the right to either before or during a tour:

- Cancel or modify any routes within the tour or objectives set out in the itinerary; or
- Substitute different or equivalent routes within the tour in place of canceled or modified routes, or
- Postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of HTA, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of HTA, there is a likelihood of 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 your booking or for any other reason considered necessary by HTA. In the event of any change, modification, cancellation, postponement, or delay under this condition, you acknowledge that you will have no right to refund 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 postponement or delay.

12. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by HTA. The information contained on HTA's website, brochures, trip notes, and pre-departure information is to the best of HTA's belief, correct at the date of publishing.

13. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with HTA, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, pre-existing medical conditions, injury, death, loss of baggage, and personal items, and cancellation and curtailment. You must provide evidence to us that you have obtained personal travel insurance covering all of the activities you expect to participate in. We reserve the right to not allow you on the tour without evidence of full health and rescue insurance.

14. Proof of citizenship or information required to travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are traveling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (ie, visas), or failure to provide information. It is a requirement of many countries that your passport is valid for six months beyond the date of your return home to your home country and it is your responsibility to check you have such validity.

15. Airlines and other transport providers

Any material published by HTA, the Booking Form, and these conditions of the contract are not issued on behalf of and do not commit any airline whose services are used or proposed to be used in the course of the tour. If an airline's proposed travel or fare schedule is amended or canceled, such amendment or cancellation will not be considered a cancellation of the tour by HTA. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

16. Force Majeure

If HTA is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics, and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside HTA's reasonable control, HTA will be under no liability whatsoever to you and may, at its option, by written notice to you cancel the tour wherein clause 5 of these conditions will apply in respect of cancellation charges.

17. Assumption of risk

You acknowledge and agree that:

- By the very 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;
- In the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety, and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- The additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
- The enjoyment and excitement of adventure travel are derived in part from the inherent dangers and risks associated with adventure travel and those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and
- You have submitted your inquiry for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand, and Canada, the British Foreign Office, and the US Department of State and that it is your responsibility to acquaint yourself that information or advice. For the above reasons you, therefore, accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death, or property damage or loss.

18. No Liability You acknowledge and agree that:

- To the fullest extent permitted by law, HTA will not be liable for any claims, actions, loss, or damage arising out of personal injury or death, property damage, or loss of service including consequential, exemplary, or punitive damages which may arise in connection with your participation in any tour.
- HTA will not be liable for any breach of any law by any person with whom you travel on the tour; and
- You may not rely on any representations concerning the tour made by HTA which are not contained in these conditions.

19. Release and discharge

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all HTA representatives (including our ground operators in the country/countries in which your tour will take place) from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise:

- Out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of HTA representatives, or
- In connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you

accept that any assistance given to you by HTA representatives in arranging such optional activities will not render the HTA representatives liable to you in any way.

Australian Consumer Law

Under the Australian Consumer Law, statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions. "Recreational services" is defined as including activities that involve a significant degree of physical exertion or risk undertaken for the purposes of recreation, enjoyment, or leisure. These guarantees mean that HTA, as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose. Under the Australian Consumer Law, HTA, as a supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form you will be agreeing that your rights under this agreement, if you are killed or injured because the services provided were not rendered in accordance with these statutory guarantees, are excluded, restricted, or modified in the way set out in this condition. To the extent permitted by law, you hereby exclude, release and forever discharge all HTA representatives from all liability for any and all claims, loss, damage, cost, or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, a form of behavior, course of conduct or state of affairs as specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of the HTA representatives) and connected with your participation in the recreational services which comprise the tour.

Privacy

You permit HTA to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to HTA representatives in order to ensure your safety and well-being but will not be used by them for any other purpose.

Images

By signing these terms and conditions you certify that your image may be used without charge by The HTA for promotional purposes including but not limited to the website, printed promotional items, and promotional presentations unless you notify us in writing that you do not wish to have your image to be used for these purposes.

Waiver

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

Severance of conditions

If any part of a condition is illegal, unenforceable, or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in this case, the booking is made elsewhere in Australia.