

OFFBEAT NAINITAL HOSPITALITY

Terms & Conditions – Himalayan / Hilly Area Tours

Applicable to Tours, Trips, Treks, Yatras, Adventure Tours & Transportation Services in Himalayan and Hilly Regions

1. Booking & Confirmation

- A booking will be considered confirmed only after receipt of the required advance/payment and confirmation from Offbeat Nainital Hospitality.
- The booking amount, advance payment and balance payment schedule will be communicated at the time of booking.
- Once a booking is confirmed, these Terms & Conditions shall be applicable to the traveller(s).

2. Payment

- The balance payment must be made within the period communicated by the company before commencement of the trip.
- Failure to make the balance payment within the agreed time may result in cancellation of the booking and applicable cancellation charges.
- Additional expenses arising due to circumstances beyond the company's control shall be payable by the traveller.

3. Cancellation & Refund

- Cancellation charges will depend on the date of cancellation and the cancellation policy communicated at the time of booking.
- Advance payments may be non-refundable where the company has already made non-refundable bookings with hotels, transport providers, permits, guides or other service providers.
- No refund will normally be provided for unused services, voluntary withdrawal, late arrival, early departure, missed transportation, or failure to join the trip on time.
- Refunds, where applicable, will be processed after deduction of applicable cancellation charges and non-refundable expenses.

4. Himalayan / Hilly Area Conditions

- Himalayan destinations have difficult terrain, narrow roads, steep gradients, unpredictable weather and limited infrastructure.
- Road travel may take considerably longer than distances shown on maps because of mountain roads, traffic, road construction, landslides, weather and local restrictions.
- The company does not guarantee exact travel time, arrival time or completion of the itinerary where conditions are beyond its reasonable control.

5. Weather, Landslide & Natural Conditions

- The itinerary may be changed, delayed, shortened or cancelled due to heavy rain, snowfall, landslide, rockfall, cloudburst, flood, earthquake, extreme weather, road blockage or other natural conditions.
- If a route becomes unsafe, the company, driver, guide or local authorities may decide to change the route, halt the journey or arrange an alternative route.
- Additional expenses resulting from unavoidable changes, including additional accommodation, food, transportation or evacuation, shall normally be borne by the traveller unless specifically agreed otherwise.

6. Force Majeure

- The company shall not be liable for failure, delay or alteration of services caused by circumstances beyond its reasonable control, including natural disasters, extreme weather, landslides, floods, earthquakes, epidemics, strikes, road closures, government restrictions, civil disturbance, accidents, security restrictions or other unforeseen events.

- In such circumstances, the company will make reasonable efforts to provide alternative arrangements where practicable.

7. Itinerary Changes

- The itinerary is subject to local conditions and may be modified for safety, operational or logistical reasons.
- The sequence of sightseeing places may be changed without affecting the overall nature of the tour.
- Some places may become inaccessible because of weather, road conditions, local restrictions, forest restrictions or government orders.

8. Vehicle & Mountain Roads

- Vehicles will be provided according to the agreed package and local transportation regulations.
- In certain Himalayan areas, larger vehicles may not be permitted beyond specific points. Travellers may therefore be required to change vehicles or use locally approved vehicles.
- Vehicle type may be changed when required by road conditions, local regulations or safety considerations.
- The driver has the authority to refuse to proceed on a road considered unsafe.

9. Driver & Transportation Safety

- Drivers are required to follow applicable driving and safety regulations.
- Travellers must cooperate with the driver and must not force the driver to drive at unsafe speed or during unsafe road/weather conditions.
- Night driving in remote mountain areas may be restricted or avoided for safety reasons.

10. Trekking & Adventure Activities

- Trekking, hiking, camping, high-altitude travel, mountain roads and adventure activities involve inherent risks.
- Travellers must follow instructions given by the guide, trek leader, driver and local authorities.
- The company may stop or modify an activity if the guide considers conditions unsafe.
- Travellers participating in adventure activities should disclose relevant medical or physical limitations before participation.

11. High Altitude Travel

- Certain Himalayan destinations are located at high altitude and may involve cold temperatures, reduced oxygen levels, altitude sickness and other physical challenges.
- Travellers are responsible for assessing their fitness for high-altitude travel and should consult a qualified medical professional where appropriate.
- The company may recommend rest, descent, medical attention or cancellation of an activity if a traveller shows signs of illness or altitude-related problems.
- Medical treatment, evacuation or additional transportation expenses are the responsibility of the traveller unless covered by applicable insurance.

12. Permits & Government Regulations

- Certain border, protected, forest, wildlife, pilgrimage and high-altitude areas require permits or registrations.
- Entry is subject to approval by the concerned government/local authorities.
- The company will assist with permits where included in the package, but cannot guarantee approval where the decision rests with government authorities.
- Travellers must carry valid identification and other documents required for the journey.

13. Accommodation

- Accommodation will be provided according to the category mentioned in the booking.

- In remote Himalayan areas, accommodation facilities may be basic and may differ from facilities available in cities.
- Due to operational, weather or local circumstances, alternative accommodation of a similar category may be arranged where reasonably possible.

14. Food & Meals

- Meals will be provided according to the package inclusions.
- Food options in remote mountain areas may be limited.
- Special dietary requirements should be informed at the time of booking and may be subject to availability and additional charges.

15. Personal Belongings

- Travellers are responsible for personal belongings, valuables, cash, jewellery, electronic devices and travel documents.
- The company will not be responsible for loss or damage to personal belongings unless caused by proven negligence of the company or its employees.

16. Medical Emergency & Evacuation

- In case of illness, accident or medical emergency, the company will make reasonable efforts to arrange available local assistance, medical support or transportation.
- In remote Himalayan areas, medical facilities and emergency evacuation may take considerable time.
- Medical treatment, ambulance, helicopter evacuation, hospitalisation and related expenses shall be borne by the traveller unless covered by insurance.

17. Travel Insurance

- Travellers are strongly advised to obtain suitable travel insurance covering medical emergencies, accidents, trekking/adventure activities, evacuation, trip cancellation and loss of baggage.
- The company is not an insurance provider and shall not be responsible for expenses that could have been covered by appropriate travel insurance.

18. Traveller Responsibilities

- Follow instructions of the guide, driver and local authorities.
- Carry valid identification and required permits/documents.
- Respect local culture, traditions, religious places and local communities.
- Avoid littering and help protect the Himalayan environment.
- Follow applicable forest, wildlife and environmental regulations.
- Maintain appropriate behaviour throughout the trip.
- Do not undertake activities that are prohibited or considered unsafe.

19. Delays

- Mountain travel is subject to unpredictable delays. Delays caused by traffic, roadblocks, weather, landslides, vehicle breakdowns, government restrictions or other unavoidable circumstances will not automatically qualify for a refund.

20. Missed Services

- No refund will ordinarily be provided for services missed because of a traveller's late arrival, personal decision, illness, early departure, failure to report on time or failure to follow the agreed itinerary.

21. Photography & Promotional Material

- Where applicable, photographs/videos taken during tours may be used for promotional purposes where the traveller has provided appropriate consent.
- Travellers may request that identifiable personal images not be used.

22. Environmental Responsibility

- Travellers are expected to follow responsible-tourism practices.
- Littering, damage to natural resources, wildlife disturbance, illegal collection of plants/rocks and other environmentally harmful activities are prohibited.

23. Local Rules & Government Orders

- All tours are subject to applicable Central Government, State Government, district administration, forest department, wildlife authorities, police, border/security agencies and other competent authorities.
- Government or local authority directions shall prevail over the planned itinerary.

24. Liability

- Offbeat Nainital Hospitality will make reasonable efforts to provide the services mentioned in the confirmed itinerary.
- The company shall not be responsible for loss, delay, injury, illness, cancellation or additional expenses arising from circumstances beyond its reasonable control.
- Nothing in these Terms & Conditions is intended to exclude or restrict liability to the extent such exclusion or restriction is prohibited under applicable law.

25. Dispute & Applicable Law

- These Terms & Conditions shall be governed by the applicable laws of India.
- Any dispute shall first be attempted to be resolved amicably between the traveller and the company.
- Where required, disputes shall be subject to the jurisdiction of the competent courts having jurisdiction over the company's applicable place of business.

26. Acceptance of Terms

- Payment of the booking amount or confirmation of the tour shall constitute acceptance of these Terms & Conditions by the traveller.

IMPORTANT HIMALAYAN TRAVEL NOTICE

Mountain travel is different from normal city travel. Weather, road conditions, landslides, snowfall, traffic, local restrictions and government orders can affect travel plans without prior notice. Safety will always take priority over the planned itinerary.

Offbeat Nainital Hospitality reserves the right to modify the itinerary whenever reasonably necessary for the safety and convenience of travellers.

This document is a practical travel-business template and should be reviewed by an Indian lawyer before being adopted as a final legally binding contract, particularly the cancellation/refund and liability clauses.

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