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Terms and Conditions

The following articles describe the general (booking) terms and conditions of Mountain Consult (P) Ltd, seated in Kathmandu, Nepal. At the following 4 pages of terms and conditions, Mountain Consult is referred to as MC and will represent all personnel and involved third parties.

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Article 1.0. Introduction

Within the budget of the organized program, MC has done everything possible to ensure that all participants are offered a rewarding and relatively safe experience. By joining a program, all participants declare to be aware of the fact that adventure travel, treks, climbing or mountaineering expeditions are all inherently dangerous. The same elements that contribute to the adventure of trekking or climbing in remote mountain areas such as the physical exertion and the risks of being at high altitude, these can also cause lost or damaged gear, injuries, illness, or in extreme cases, death.

Article 1.1. Booking, agreement and payment

a) Booking a MC program is done by completing and sending the (online) booking form at www.mountainconsult.com. By sending the booking form, the participant declares to agree with the booked program that is offered by MC. Participant also declares that he/she has read these terms and conditions, that he/she understands its contents, that he/she is fully aware of meaning of these terms and conditions and that he/she is in full agreement to participate in the booked program under these terms and conditions.

b) Booking a fixed departure program is possible up to 60 days before the start of the program unless mentioned otherwise and/or agreed to by MC. Private, tailor made programs can be booked by agreement of MC only.

c) If the participant is under the age of 18 years old, a signed declaration of agreement of parents or guardians has to be send to MC.

d) After booking, every participant will receive a confirmation of booking and the invitation to pay a deposit.

The deposit is normally Euro 250 per person. However, the deposit can vary for each program. If a higher deposit is required, this is mentioned in the dossier of the program which can be downloaded from www.mountainconsult.com. Each participants deposit has to be paid by money transfer to the MC bank account within 10 working days after booking.

The booking of a place in a MC program is final and secure after MC has received the participants deposit only. Participants deposit may be a part of a total group deposit paid by the head booker. If MC has not received the deposit within 10 working days after the date of booking, MC reserves the right to cancel the booking.

e) After MC has received participants deposit:

Each booker (head booker and regular booker) will receive:

- a health form;
- a equipment list;
- additional information, if needed only;

MC has the right to refuse a booking if MC has any serious doubts of participants health situation. All participant is obligated to mention any personal conditions that could influence his/her ability to participate in the program (illness, raised risks, handicaps, etc.) at the health form that is sent by MC to all participants after booking.

f) The head booker only will also receive:

- a confirmation of payment for the deposit;

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- the invoice to pay the balance (total amount minus deposit) of the program and possible additional services and reservations.

The balance has to be paid by money transfer to the MC bank account 60 days before the start of the program. If MC agrees, by mail or letter only, to participant to book a program within 60 days before the start of the program, the full amount has to be paid at once. If the full balance is not paid 60 days before the start of the program, the participant will be in neglect which will be regarded as a cancellation by participant and the booking will be cancelled accordingly. In this case the cancellation charges will apply as described in 1.3c.

g) The invoice will state:

- the price of the program;
- the paid deposit amount and the balance amount that has to be paid;
- costs of hotel reservations and other requested services.

i) Every booker who commits to an agreement with MC for another person or persons (head booker), is and remains personally liable for the joint obligations of the agreement. All other bookers (regular bookers) for which the agreement is made are and remain liable for their personal share only.

Article 1.2. Prices, duration and activities

a) All published prices are in Euros per person including VAT.

b) All prices published at www.mountainconsult.com and any document(s) sent by MC to participant are based on costs and exchange rates known at the moment of publication/sending. Prices are subject to change without notice. MC will do everything to mitigate against any rise in the MC operating costs and strive to keep prices fixed. In the unlikely event that surcharges become necessary, the following conditions will apply:

- surcharges arising directly from a change in the price of food, wages, oil and levied by airlines, agents acting for MC or any other external influences, will be passed on and participant will be invoiced accordingly.
- If the surcharge amounts to more than 10% of the total bill of the booked program, including additional services, participant may cancel the booking without penalty.

c) For each program is listed which service packages are available. What is included and excluded in the price of the program depends on the chosen / applied service package.

d) The duration of a program is listed in whole days including travel days.

e) Nights in mountain huts or lodges are based on dormitory arrangements, unless otherwise mentioned. Nights in hotels, pensions, guesthouses or tents are based on shared two person arrangements. Single person arrangements may sometimes be possible with a surcharge only.

Article 1.3. Cancellation and changes by participant

a) Between the booking and the start of the program, many things may occur why participant will not be able to join the booked program. During the program itself many things may occur why participant is forced to leave the program. We strongly advice participant to insure him/her self properly.

b) Outside the exception of 'not paying in time' as described in 1f, any notice of cancellation must be made in signed writing, fax, letter or scanned document only, and will be effective from the date of receipt by MC.

c) Should a participant cancel; the following charges will apply:

- Cancellations outside of 60 days will result in the loss of the trip deposit.
- For cancellations made within 60 days of the departure date, we reserve the right to retain 50% of the full fee.
- For cancellations within 30 days of the departure date a cancellation fee of 100% of the full fee applies.

d) Cancellation is subject to the MC terms and conditions and the terms and conditions of the insurance company involved. Any activities organized or arranged for MC by third parties are subject to their terms and conditions. Different cancellation terms and conditions may be applied to specific activities.

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- e) Participants may request changes in the agreement with MC which will be made when possible. The request for change cannot have the character of cancellation. Changes in the agreement will result in an additional charge of 35 Euro per person per change.
- f) A participant leaving a program at any stage, for whatever reason, will not be entitled to any refund unless agreed by the directors of MC.

Article 1.4. Cancellation and changes by MC

- a) MC reserves the right to cancel any program if the number of bookings is less than the required minimum. In this case MC is entitled to cancel the program without any financial compensation. All amounts paid to MC regarding the program are then returned to participant. MC will strive to offer all participants a new and similar offer without any obligation.
- b) Whilst every effort will be made to adhere to the program and planned itinerary, it must be realized that with this type of activities, changes to the program and itinerary may occur for which MC takes no responsibility, however caused. Circumstances may arise that will force MC to alter travel dates, duration, itineraries, transportation or hotel accommodation. Participants will be informed of any such changes as soon as they become known to us. In this case participants are not entitled to any financial compensation of whatsoever.
- c) MC and its representatives will do their utmost to ensure that any problems are solved for the benefit of the entire team of participants as a whole. Sending the booking form signifies the participants acceptance of the leader's authority to make decisions affecting the group of individuals. The leader may require an individual or individuals to leave the program if they believe that a person or persons health is at risk, if an illegal act is committed, or behavior may become, or has been, detrimental to the safety, enjoyment or well-being of the group. In this case participants are not entitled to any financial compensation of whatsoever.

Article 1.5. Obligations of participants

- a) All participants must have arranged, bring and carry all required valid documents, such as: passport, visa, vaccinations, and insurances, before the start and during a program. If a participant is not able to join a program due to problems with the required documents, all consequences and costs have to be paid by participant.
- b) All participants are responsible for their own well-being. This includes good health and strong physical condition. Participants may be required to obtain a physician's release prior to departure.
- All participants are responsible for:
- knowing all pre-departure information;
 - preparing proper equipment and clothing;
 - conforming to basic standards of personal hygiene (to minimize the risk of travelers diseases);
 - acting in a considerate manner toward all group members and with respect for each country's customs.
- c) All participants agree to follow the appropriate Leave No Trace practices.
- d) Participants are prohibited from using illegal drugs and alcohol while on all MC activities.
- e) Participant gives their consent for MC to use their photograph, likeness and/or voice to be used in its publications, including its website.
- f) All participants are obligated to follow the instructions of MC to ensure the smooth operation and safety of a program.
- g) For all programs, participants must have insurance that covers all of the activities to be undertaken, including adequate insurance for adventure travel, mountaineering activities and cover for search & rescue & medical repatriation.
- h) All participants are obligated to fill in the health section of the booking form completely and honestly.
- i) All participants are obligated to bring all equipment items of the equipment list that is sent to participant by MC.

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Article 1.6. Liability

a) MC is responsible for adequate and safe execution of the arranged program, judged by the local values and views where the program is undertaken. MC will do its utmost to make the program a safe undertaking. During a program you may visit dangerous and remote area's, such as: mountains, jungles, deserts, etc, with an increased risk of injuries, accidents and illnesses, for instance: car and plane accidents, falling, avalanches, landslides, stone fall, falling into crevasses, high altitude sickness, frost bite, (food) poisoning, bacterial and viral diseases, (permanent) disabilities and death. Despite preventive measures of MC it's not possible to entirely reduce or avoid these risks. By booking a program participant acknowledges these increased risks and dangers and accepts them as his/her own risk and responsibility. Participant also declares not to hold MC responsible and liable, legally and financially, for the consequences related to the risks and dangers of the undertaken program.

It's important to know that search and rescue operations as well as medical help may be limited in remote (mountain) areas. Tiny accidents may have serious consequences. Therefore participants are responsible for their own behaviour and adequate mental, physical and material preparation. By booking a program participant declares that he/she is in a good physical & mental health and is competent & capable to join the program responsibly. MC cannot be made liable and held responsible for the consequences related to participants' personal physical & mental health, capacities and competences. MC advises participants to have a medical check-up to make sure there are no limitations to join the booked program. If MC believes that a participant does not meet the mentioned requirements MC has the right to exclude participant of the program, partly or entirely. In this case participants are not entitled to any financial compensation of whatsoever. While all consequences and costs have to be paid by participant. Participant gives MC his/her unconditional permission to organize any necessary medical treatment and transportation, such as a helicopter, to a hospital if MC believes this is in participants' best interest. All consequences and costs for medical help and transportation have to be paid by participant. These costs are never included in the price of the program and must be paid as a surcharge.

b) MC cannot be made liable for any personal damage or injuries suffered during the program caused by the use of equipment and transportation organized by MC. MC cannot be made liable for the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, or other untoward occurrences, whatever they may be.

c) MC cannot be made liable for damages, except in case of intention or severe guilt. MC cannot be made liable for damages caused by hired equipment or services of third parties.

d) Participant is fully liable for damage, loss or theft of by MC provided equipment, used by participant.

e) Liability of MC is under all circumstances restricted to the amount paid by participant to MC excluding VAT.

Article 1.7. Complaints

a) All issues that have not been addressed in these terms and conditions, may be laid out at a later stage, and only in the case of full agreement between MC and the participant. This also concerns possible remarks, demands and complaints concerning the performance of MC.

b) Possible complaints are to be handed in by participant, in writing and at the originate location of the complaint. If participant is of the opinion that the complaint is not handled to his/her satisfaction, the motivated complaint is to be sent to MC in writing, within 10 days of finishing the program. Complaints will not be taken into consideration after 10 days of finishing the program.

c) Filing a complaint does not release the participant of his/her payment obligations to MC.

Article 1.8. General

a) Having made every effort to ensure the correctness of the MC information, we cannot be held responsible for any inaccuracies.

b) The terms and conditions of all agreements made with MC shall be subject to, and governed by, Nepalese law.