

Terms and Conditions of Service and Trip Participation Agreement

This Agreement ("Agreement") is entered into by and between **Trek The Himalayas** ("TTH"), having its registered office at 7/2/1, Convent Road, Near SBI Main Branch, Dehradun-248001, Uttarakhand (hereinafter referred to as "TTH"), and the Client (hereinafter referred to as the "Participant").

The booking of any trekking, mountaineering, adventure activity ("Trip") or any trip with TTH, constitutes acceptance of the terms and conditions set forth herein and forms a legally binding contract between TTH and the Participant.

1. Acceptance of Risk and Participant Responsibility

- 1.1. The Participant acknowledges that participation in any Trip involves inherent risks, including but not limited to injury, illness, loss, or death, due to unpredictable weather, terrain, or other environmental and non-environmental conditions.
- 1.2. The Participant voluntarily assumes all such risks and agrees to be solely responsible for their personal safety, fitness, and decision to participate.
- 1.3. The Participant agrees to disclose any relevant medical, psychological, or physical conditions prior to booking and undertakes that they are fit and well-prepared for the selected Trip.
- 1.4. TTH undertakes reasonable measures to minimize risks but cannot guarantee a risk-free experience.
- 1.5. During the trip, the trip leader's decision regarding all matters related to safety, conduct, and operations shall be final and bound in all respects.

2. Booking and Payments

- 2.1. Booking of a Trip constitutes unconditional acceptance of this Agreement by the Participant and all persons represented by the Participant.
- 2.2. The Participant is responsible for verifying the accuracy of all details, including Trip dates and personal documentation, at the time of booking.
- 2.3. Payments must be made in accordance with the timelines and instructions provided by TTH. Late payments may result in cancellation of booking without refund.
- 2.4. Each participant shall be treated as an individual booking for all cancellation and refund purposes.
- 2.5. In the event of a cash refund, only the portion of the payment made in cash shall be eligible for refund in cash. Any booking made using voucher, discounts, promotional codes, or through any non-cash mode of payment shall not be eligible for a cash refund under any circumstances.
- 2.6. Refunds, if applicable, shall be processed within 15–30 working days of confirmation.
- 2.7. Voucher Terms
 - 2.7.1. This is a non-transferable voucher
 - 2.7.2. The voucher cannot be merged with any other offer of Trek The Himalayas
 - 2.7.3. The voucher is valid for Trip booked directly with Trek The Himalayas in India
 - 2.7.4. To avail the voucher please use your register phone number or e-mail id
 - 2.7.5. All the other Terms of booking a Trip with Trek The Himalayas are applicable to the voucher

3. Minor Participation Policy

- 3.1. Participants under 15 years of age must be accompanied by a parent or legal guardian and must submit a signed consent form.
- 3.2. Participants between 15 to 18 years can come solo with the disclaimer form signed by parent/guardian.

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4. Promotional Material

- 4.1. Photographs and videos used on TTH's website, social media, or promotional content are illustrative and do not form part of the Trip package or service guarantee.

5. Documentation & Profile Update

- 5.1. All required documents must be submitted by the participant before the trip.
5.2. TTH will not be responsible for any failure to provide services due to incomplete, incorrect, or missing documentation.
5.3. Participants must update their profile within 3 days from the date of booking.
5.4. Failure to update the profile within this period may result in cancellation of the booking.
5.5. Participants who do not wish to update their profile must inform TTH within 3 days to receive a full refund via the original payment mode.
5.6. After 3 days, cancellations and refunds will be processed as per the applicable cancellation policy.

6. Communication

- 6.1. All official communication shall be made via the email ID submitted during registration. Participants must notify TTH at info@trekthehimalayas.com of any changes.

7. Insurance Advisory

- 7.1. TTH strongly encourages all Participants to obtain comprehensive travel insurance covering high-altitude trekking, illness, hospitalisation, evacuation, and trip cancellations. If a participant fails to obtain insurance then one is provided by default at the time of booking provided you are an Indian citizen. This insurance is a third party insurance and solely between the Participant and the Insurance Company. TTH holds no liability or responsibility arising from this relationship.

8. Amenities and Conditions

- 8.1. Participants acknowledge that these regions offer limited amenities. Environmental and logistical constraints may affect comfort. TTH is not liable for discomfort arising therefrom.

9. Expenses and Exclusions

- 9.1. Unless specifically stated in the itinerary, the following are excluded from the Trip cost:
9.1.1. Insurance, Domestic or international airfares, Visa and documentation costs, Evacuation or emergency rescue expenses, Excess baggage charges, Personal expenses such as phone, laundry, gratuities, beverages, Tip, etc.

10. Luggage and Personal Belongings

- 10.1. All baggage and personal belongings are the sole responsibility of the Participant. TTH shall not be liable for loss, damage, or theft.

11. Optional Activities

- 11.1. Optional activities not included in the Trip package are undertaken at the Participant's own risk. TTH shall not be held liable for any resulting loss, injury, or damage.

12. Force Majeure

- 12.1. TTH shall not be held liable for any cancellation, delay, or service modification caused by events beyond its control including but not limited to earthquakes, landslides, strikes, curfews, war, pandemic, government restrictions, heavy rainfall or snowfall, windstorms, road blockages, trail disruption, or withdrawal of permits.
12.2. No refunds, liability, or compensation shall arise from such Force Majeure events.

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13. Itinerary and Modifications

- 13.1. TTH reserves the right to modify, shorten, or cancel any part of the Trip due to transportation delays, weather, health emergencies, or other unforeseen circumstances including Force Majeure.
- 13.2. Additional expenses arising from such changes shall be borne by the Participant.

14. Cancellations and Refunds

- 14.1. No refunds or vouchers, partial or otherwise, shall be provided for voluntary withdrawal, non-utilisation of services, or removal from the Trip.
- 14.2. If TTH cancels the Trip before arrival at the designated pick-up point due to unforeseen circumstances or Force Majeure, the Participant may choose from:
 - 14.2.1. An alternate Trip/date.
 - 14.2.2. A credit voucher valid for one (1) year.
 - 14.2.3. Transfer to another Trip, with cost differences payable by the Participant.
- 14.3. If the Trip is abandoned post-arrival at the designated pick-up point, no cash refund or voucher shall be issued. The Trip Again Policy may apply at TTH's discretion.
- 14.4. TTH shall not be liable for any associated travel costs such as flights, accommodation, or visa fees.

15. Conditions to Discontinue a Trip for a Participant.

- 15.1. Conditions 1 AMS Unconscious / AMS Conscious / Ill critical / Injured - unable to walk.
- 15.2. Conditions 2 High Blood pressure, Oxygen saturation (below 80%) and Heart rate higher or lower.
- 15.3. Conditions 3 Symptoms like headache, nausea, dizziness, fatigue, Fast breathing, behaving (confusion).
- 15.4. Conditions 4 Unable to meet group average speed.
- 15.5. Conditions 5 Use or possession of alcohol, smoking, illegal drugs, on trails or campsites, offensive language, can cause harm, disturbance, or danger to others, misbehaving.
- 15.6. No refunds or vouchers, partial or otherwise, shall be provided for non-utilisation of services, or removal from the Trip.

16. Medical Emergencies and Evacuation

- 16.1. In the event of illness or injury, all related expenses including hospitalisation, doctor's fees, evacuation, or repatriation shall be borne by the Participant.
- 16.2. TTH may assist with coordination but is not financially liable.
- 16.3. Trek The Himalayas does not provide a doctor as part of the trip package.
- 16.4. If a participant requires a doctor to accompany them during the trip, this can be arranged upon request, subject to availability, the cost of the doctor will be borne entirely by the participant.
- 16.5. All Trip Leaders are trained First Aid Responders and are equipped to provide basic first aid and emergency assistance during the trip.
- 16.6. Our Trip Leaders carry a comprehensive first aid kit for only immediate response to minor injuries and medical situations.
- 16.7. Participants are strongly advised to consult their physician before booking and undertaking any trip.
- 16.8. Every participant must carry their personal prescription medications and any other medicines they may require during the trip. Trek The Himalayas is not responsible for providing personal medications.

17. Third Party Services and Manpower

- 17.1. TTH hires porters, guides, mule operators, transportation and other manpower through third-party vendors. These individuals are not employees of TTH.
- 17.2. TTH is not liable for non-performance, illness, misconduct, or sudden departure of any support staff.

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17.3.No refund or compensation shall be provided for loss, delay, or inconvenience caused by such manpower issues.

18.TTH Trek Ambassador Policy

18.1.Eligibility

18.1.1.A participant becomes eligible upon successful completion of four (4) unique treks/expeditions with Trek The Himalayas (TTH).

18.1.2.Weekend treks, short-duration treks, and summer camps are valid for eligibility.

18.1.3.All qualifying treks must be completed under one registered email ID.

18.1.4.Treks completed with any other organization are excluded.

18.2.Free Trek Entitlement

18.2.1.Upon eligibility, the participant is entitled to one free trek for the next qualifying trek completed with TTH.

18.2.2.The benefit applies recurrently, i.e., for every four (4) treks completed, the subsequent trek benefit applies again.

18.2.3.Eligibility is determined based on actual completion, not booking order.

18.3.Geographical Scope

18.3.1.The free trek benefit is applicable only to treks conducted within India.

18.3.2.International treks are excluded from the free trek entitlement, though they may count toward trek completion totals if conducted by TTH.

18.4.Included & Excluded Charges

18.4.1.The free trek covers only the base trek fee.

18.4.2. The following are excluded and payable separately:

GST, trek insurance, transport, offloading, equipment rental, personal expenses, optional services, or add-ons.

18.4.3.No refund shall be issued for excluded components.

18.4.4.The complimentary Trek Ambassador benefit is personal, non-transferable, and cannot be exchanged for cash or any other benefit.

18.5.Refund Mechanism

18.5.1.The complimentary trek benefit shall be carried forward only if cancelled 15 days or more before departure; otherwise, it shall lapse. Emergency cancellation provisions shall not apply.

18.5.2.The emergency or special cancellation policy is not applicable to the complimentary Trek Ambassador benefit.

18.6.Eligible Trek Categories

18.6.1.Easy, Moderate, Moderate to Difficult, and Difficult Himalayan treks are eligible.

18.6.2.Challenging-grade treks and peak summit expeditions are excluded.

18.6.3.Repeating a previously completed trek shall not be considered for eligibility.

18.7.Minor Participants

18.7.1.Minors who qualify may opt for a Summer Camp as the free fifth trek.

18.7.2.All existing minor participation rules continue to apply.

18.8.Ambassador Status

18.8.1.Trek Ambassador status is honorary and does not constitute employment, agency, or authority.

18.8.2.TTH reserves the right to assign or withdraw Ambassador recognition at its discretion.

18.9.Slot Availability

18.9.1.A maximum of one (1) Trek Ambassador is permitted per trek departure.

18.9.2.Allocation is strictly on a first-come, first-served basis.

18.9.3.Once slots are filled, eligible participants must select an alternate departure or defer the benefit.

18.10.Conduct & Disqualification

18.10.1.Any breach of TTH policies, safety rules, or code of conduct may result in disqualification and forfeiture of benefits.

18.11.Blacklist Clause

18.11.1.Blacklisted individuals are prohibited from redeeming the free trek benefit.

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18.11.2. Such individuals may, however, transfer the free trek benefit to another person.

18.11.3. TTH's determination of blacklist status is final and non-contestable.

18.12. Modification Rights

18.12.1. TTH reserves the right to amend, suspend, or withdraw this policy at any time without prior notice.

19. Photography and Media

19.1. By participating in the Trip, the Participant grants TTH a royalty-free, perpetual, worldwide license to use their photographs or videos for promotional purposes.

19.2. If the Participant does not consent, they must inform TTH in writing at the time of booking.

20. Merchandise:

20.1. Delivery Timeline

20.1.1. Merchandise orders will be dispatched and delivered within 7–14 working days from the date of order confirmation.

20.1.2. Delivery timelines are indicative and may vary due to logistics, location, or circumstances beyond TTH's control.

20.2. Replacement Policy

20.2.1. Replacement requests will be considered only after the originally delivered product is returned to TTH.

20.2.2. Returned products will be inspected and evaluated upon receipt.

20.2.3. Replacement shall be processed only upon approval by TTH.

20.2.4. Once approved, the replacement product will be delivered within 7–14 working days.

20.3. Refund Policy

20.3.1. Refund requests are subject to review and approval by TTH.

20.3.2. Approved refunds shall be credited to the original mode of payment only.

20.3.3. Refund processing time shall be 7–14 working days from the date of approval.

20.3.4. No cash refunds shall be issued under any circumstances.

20.4. General Conditions

20.5. Used, damaged, or altered products may not be eligible for replacement or refund.

20.6. TTH reserves the right to reject any replacement or refund request at its sole discretion.

20.7. Decisions taken by TTH regarding merchandise disputes shall be final and binding.

21. Website Terms of Use

21.1. Website content is subject to change without notice. TTH does not guarantee its accuracy or performance.

21.2. Unauthorized use of any content, layout, or media is prohibited and subject to legal action. Linking to the website without permission is disallowed.

22. Collaboration Terms

22.1. Content must be original, high-quality, and brand-aligned. The TTH logo must be visible.

22.2. Only four collaborations are approved monthly. One collaboration per trek per creator. Prior approval is mandatory.

22.3. TTH reserves the right to reject collaborations without explanation.

23. Blacklist Policy

23.1. TTH reserves the right to blacklist any individual for misconduct, safety violations, defamation, harassment, or misuse of services.

23.2. Blacklisted individuals will be permanently barred from all future TTH trips, offers, or collaborations.

23.3. No refund or compensation will be provided for any booking made by a blacklisted person. TTH's decision is final.

24. Implied Acceptance and Waiver of Objection

24.1. Participants must communicate any service-related concerns contemporaneously to the trip leader or trip coordinator.

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24.2.Failure to do so and continued utilization of services shall constitute implied acceptance, waiving rights to retrospective claims or refunds on grounds of service dissatisfaction.

25.Data Privacy & Usage

25.1.TTH collects and stores Participant data for operational and legal purposes only. Data will not be sold or shared externally except where required by law.

26.Complaints & Dispute Resolution

26.1.Complaints must be submitted via email within 7 days of Trip completion. If unresolved, the matter may be escalated to arbitration.

26.2.Arbitration shall be conducted in Dehradun under Indian law. The arbitrator will be jointly appointed by both parties.

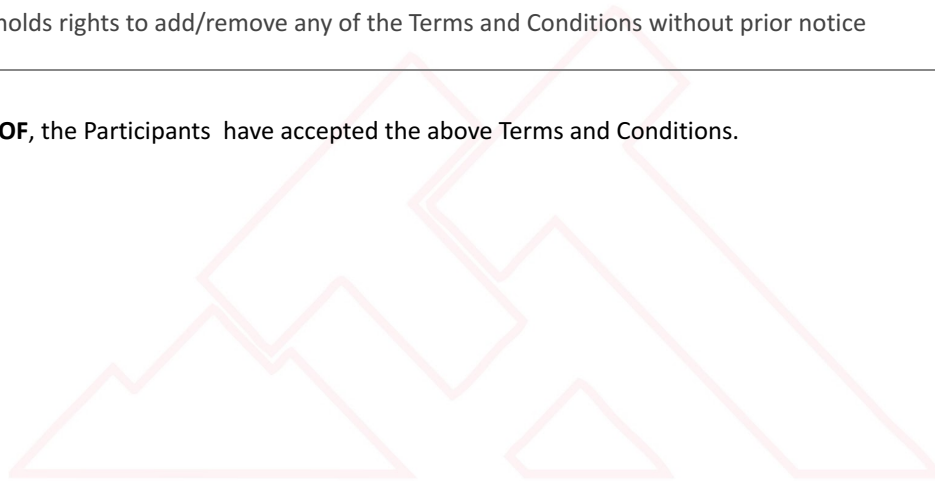
27.Governing Law & Jurisdiction

27.1.This Agreement shall be governed by Indian law.

27.2.All legal disputes shall fall under the exclusive jurisdiction of courts in Dehradun, Uttarakhand.

28.Trek The Himalayas holds rights to add/remove any of the Terms and Conditions without prior notice

IN WITNESS WHEREOF, the Participants have accepted the above Terms and Conditions.



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