

CONTRACT TERMS AND CANCELLATION POLICY

Contract between Makalu Adventure Pvt. Ltd. andfor the following goods and services:

Detailed descriptions of the goods and services to be provided by Makalu Adventure Pvt. Ltd.

Embarking on this trip involves certain responsibilities clients have to themselves, their family, friends travelling with them, agents and representatives of Makalu Adventure Pvt. Ltd. agents and its representatives, their guide and other trip participants. Included among these responsibilities are the following.

Clients are responsible for preparing for the trip. Their preparation must include their review and understanding of all written communication with Makalu Adventure. If there are any questions please be sure to let us know.

It is very important that clients are in proper physical condition before embarking on a trip. They and their physician are the judges of whether their physical condition permits their participation in the trip. If they have medical problems or medical requirements they must advise us so that we may pass that information to their guide.

It is their responsibility to follow proper hiking and camping etiquette while in the mountain environment and act respectfully towards the people and customs of the countries they visit.

ACKNOWLEDGMENT OF RISK

By undertaking this trip with Makalu Adventure Pvt. Ltd. they acknowledge that there are some elements of risk in any adventure, sport or activity in outdoors. Particularly, they are fully aware that there are risks and dangers inherent in trekking and overland vehicle travel through difficult terrain, both of which may be involved in their adventure.

By participating in this trip, they acknowledge and assume all responsibility for these inherent risks that may include, among others, the risk of injury, illness in remote places without medical facilities, the dangers caused by the forces of nature and the risk of accident in travel by aircraft and coaches. Knowing these risks they release and discharge Makalu Adventure, their owners, agents and employees from all actions, claims or demand for damages that may result from their participation in the trip. They agree that this obligation is binding upon themselves as well as their heirs, administrators, and family members. They agree that in the event of any emergency rescue operation, all medical expenses incurred, including any airlift by helicopter will be their sole responsibility. They are required to submit the copy of their insurance documents that cover the helicopter rescue evacuation. Makalu Adventure will manage the rescue operation, and the cost incurred will be claimed back to their insurance company. In an event, the coverage will not have been provided by insurance company, they will have to pay all such expenses.

Makalu Adventure Pvt. Ltd. and its owner, agents and employees act principle and supplier, provider for other related travel services when they book through Makalu Adventure they acknowledge and agree. We act as booking agents only and that operation of all expeditions, transportations, guides and individuals engaged in the conveying of passengers and the conduct of the expeditions. Delays or additional expenses due to act of Nature, detention, annoyance, quarantine, strikes, theft pilferage, force major, disruption of advertised schedules, civil disturbances, terrorism, government restrictions or regulations, discrepancies or change in transit or hotel services beyond the control of Makalu Adventure, its owners, agents and employees.

Unforeseen conditions may necessitate tour changes and the right is reserved to make changes or to withdraw the tour if we deem advisable.

REFUNDS

No partial refunds will be given for unused hotel rooms, meals, transportation and other unused arrangements, prices are quoted

as a package and credits are not given for services unused after the clients arrive Kathmandu when everything will have finalized.

If any trip itinerary is delayed, whether before or after the trip begins, because of bad weather, trail conditions, river levels, road conditions, flight delays, government intervention, natural phenomena or catastrophes for which Makalu Adventure, their outfitters and agents are not responsible, the cost of delays is not included. Any of the above circumstances may require a change in trip itinerary. There will be no refund of the original Land Cost in the event of such substitution.

PAYMENT POLICY

To confirm the trip, we request for the deposit of 20% of total trip cost at the time of booking. No booking will be deemed confirmed until the receipt of deposit. The remaining has to be settled at least a week before clients' arrival in Kathmandu.

TRIP CANCELLATION INSURANCE

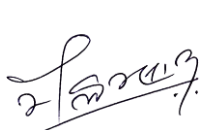
Prior to three months of the trip starting date 50 % of the total tour cost will be applicable as CANCELLATION FEES. We encourage clients to purchase trip cancellation insurance. This low-cost insurance protects all deposits and payments should they have to cancel their trip due to personal or family illness. Should they or anyone in their group choose to purchase this insurance, please deal directly with the insurance company. Baggage and accident insurance is also available.

NOT INCLUDED

International airfare (until stated otherwise) in and out of Kathmandu, passport and visa fees, tips for guides and trek staff, any medical check-ups, treatment evacuation and immunizations, insurance of any kind, excess baggage charges, airport taxes, laundry charges, telephone and other items of a personal nature are not included in tour cost.

YOUR FINAL AGREEMENT

By making reservations with Makalu Adventure and depositing your payment with us, our agents or representatives, they agree to each of the forgoing terms and conditions and agree that they are bound thereby. This is subject to Nepal judiciary. They also acknowledge that they have carefully read and understood the foregoing terms and conditions.



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For Makalu Adventure
Primary Person entering into Contract

Name : Mohan Lamsal
Designation : Managing Director
Tel : +977 1 4417522, 4420136
E-mail : info@makaluadventure.com

Secondary Contact Person (also in case of emergency)

Name : Yuba Raj Koirala
Designation : Executive Director
Tel : +977 1 4417522, 4420136
E-mail : info@makaluadventure.com

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For
Primary Person entering into Contract

Name:
Designation:
Tel:
E-mail

Secondary Contact Person (also in case of emergency)

Name:
Designation:
Tel:
Mobile:
E-mail