



PEAKS OF HIMALAYAS

Curators of Extraordinary Himalayan Journeys

TERMS & CONDITIONS FOR TREKKING & TOUR BOOKINGS

Official Operating Agreement, Alpine Safety Rules, Inclusions, Cancellations & Evacuation Policy

Agreement to Terms: These Terms & Conditions govern bookings and participation in trekking expeditions, Himalayan tours, adventure trips and related travel services offered by **Peaks of Himalayas** ("Company", "we", "our" or "us"). By making a booking, paying for a trip or participating in a trip, the customer ("Participant", "you" or "your") agrees to these Terms & Conditions and the applicable trip-specific details.

01. Acceptance of Risk and Participant Responsibility

- 1.1 Trekking and adventure travel involve inherent risks, including but not limited to falls, injuries, illness, altitude-related sickness, unpredictable weather, landslides, difficult terrain, road disruptions and other environmental conditions.
- 1.2 Participants must understand the nature and difficulty of their selected trip and assess their physical fitness, experience and preparedness before booking.
- 1.3 Participants must disclose relevant medical conditions, allergies, mobility limitations and other safety-related information to the Company before departure.
- 1.4 The Company will take reasonable precautions and implement appropriate safety measures but cannot guarantee that every trip will be free from risk.
- 1.5 Participants must follow the reasonable safety instructions of trek leaders, guides and authorised trip coordinators.
- 1.6 The trip leader may modify an itinerary, restrict an activity or discontinue a participant's participation where reasonably necessary for safety, subject to applicable law and the circumstances.

02. Booking and Payments

- 2.1 A booking is subject to availability, confirmation by the Company and receipt of the applicable payment.
- 2.2 Participants must check the destination, departure date, duration, meeting point, inclusions, exclusions and personal details before confirming a booking.
- 2.3 Payments must be made through the payment methods officially communicated by the Company.
- 2.4 Any advance payment, instalment schedule, balance payment deadline and applicable charges will be communicated before booking.
- 2.5 Failure to make payment by the agreed deadline may result in cancellation of the booking after appropriate notice, subject to the applicable booking terms and law.
- 2.6 Each participant's booking, cancellation and refund eligibility will be assessed according to the applicable booking record and cancellation policy.
- 2.7 Participants should retain payment receipts, booking confirmations and other transaction records.

03. Trip Prices, Inclusions and Exclusions

- 3.1** The price of each trip will be displayed or communicated on the relevant package page or booking confirmation.
- 3.2** Only services expressly listed as included in the selected package form part of the trip price.
- 3.3** Unless specifically included, the following may be charged separately:
- Travel to and from the designated reporting or departure point.
 - Personal expenses, snacks, beverages and additional meals.
 - Personal trekking equipment, clothing and equipment rentals.
 - Travel insurance and medical expenses.
 - Emergency evacuation or rescue expenses, where not covered by insurance or otherwise payable by the Company.
 - Additional accommodation or transport resulting from personal delays or itinerary changes, where applicable.
 - Applicable taxes or government charges not already included in the quoted price.
- 3.4** Any additional charge must be communicated appropriately before it is incurred, except where immediate action is reasonably required in an emergency.

04. Cancellation and Refund Policy

- 4.1** Participants who wish to cancel a booking must notify the Company through its official email address or another officially designated channel.
- 4.2** Cancellation charges and refund eligibility will follow the cancellation policy disclosed to the participant before payment or booking confirmation.
- 4.3** Any applicable cancellation charges must be reasonable, clearly disclosed and consistent with applicable law.
- 4.4** Approved refunds will generally be processed through the original payment method, subject to payment-provider procedures and the timeline communicated by the Company.
- 4.5** The Company will communicate any applicable refund deductions, processing requirements and expected timeline.
- 4.6** If a participant voluntarily withdraws from a trip after it has started, the refund, if any, will be assessed under the disclosed trip policy and applicable law.
- 4.7** If a booking is cancelled by the Company, the participant will be informed of the available refund, rescheduling or alternative arrangements in accordance with the disclosed policy and applicable law.
- 4.8** Refunds will not be denied solely through a blanket exclusion where a refund or other remedy is required by applicable law.

05. Participant Fitness and Medical Requirements

- 5.1** Participants must review the fitness level, altitude, duration and difficulty rating of the selected trek before booking.
- 5.2** Participants should consult a qualified medical professional before undertaking strenuous or high-altitude activities where appropriate.
- 5.3** Participants must carry their prescribed medicines and inform the trip leader of relevant medical concerns that may affect their safety.
- 5.4** The Company may request relevant fitness information or documentation for trips where it is reasonably necessary for safety.
- 5.5** A participant may be advised not to continue a trek if their condition creates a material safety risk.
- 5.6** Participants must not conceal medical information that may materially affect their ability to participate safely.

06. Minor Participation Policy

- 6.1 A minor may participate only where the trip's age requirements and safety conditions permit it.
- 6.2 A parent or legal guardian must provide the required consent and documentation for a minor.
- 6.3 The Company may impose additional age, supervision or fitness requirements for particular expeditions.
- 6.4 The trip-specific age policy will prevail where it sets stricter requirements consistent with applicable law.

07. Documents, Permits and Participant Information

- 7.1 Participants must provide accurate personal details and all documents required for the trip.
- 7.2 Participants are responsible for carrying valid identification and any permits or documents expressly required from them.
- 7.3 Certain destinations may require forest permits, protected-area permissions, local registrations or other authorisations.
- 7.4 The Company will communicate the documents or information it is responsible for arranging and those that must be provided by participants.
- 7.5 Entry to restricted areas is subject to approval by the relevant authorities. The Company does not guarantee permission where approval is outside its control.

08. Itinerary, Weather and Operational Changes

- 8.1 Itineraries and schedules are planned according to expected conditions but may change due to weather, road conditions, trail closures, safety concerns, local restrictions or other unforeseen circumstances.
- 8.2 The Company may adjust routes, campsites, transport, activity schedules or accommodation where reasonably necessary for safety or operational reasons.
- 8.3 The Company will communicate material changes as soon as reasonably practicable.
- 8.4 The Company will make reasonable efforts to provide an appropriate alternative where a significant service cannot be delivered as planned.
- 8.5 Any refund, price adjustment or additional expense arising from a change will be handled according to the disclosed booking terms, the circumstances and applicable law.
- 8.6 Participants must follow instructions relating to trail closures, weather alerts, altitude restrictions and other safety measures.

09. Safety Rules and Participant Conduct

- 9.1 Participants must behave respectfully toward fellow travellers, local communities, guides, support staff and service providers.
- 9.2 Harassment, violence, discrimination, deliberate property damage or behaviour that creates a serious safety risk will not be tolerated.
- 9.3 The use of alcohol or prohibited substances during trekking activities is not permitted where it compromises safety or violates trip rules or applicable law.
- 9.4 Participants must not leave the group or designated route without informing the trip leader and obtaining appropriate guidance.
- 9.5 Participants must follow reasonable instructions concerning pace, rest breaks, altitude acclimatisation, equipment and emergency procedures.
- 9.6 The Company may restrict or remove a participant from an activity when reasonably necessary to protect the participant or others. Any resulting refund will be assessed under the applicable policy and law.

10. Accommodation, Meals and Amenities

- 10.1** Accommodation, meals, camping arrangements and other facilities will be provided as specified in the selected package.
- 10.2** Facilities in remote mountain regions may be basic and may differ from those available in cities.
- 10.3** Availability of electricity, mobile networks, internet, hot water and other amenities may be limited or interrupted.
- 10.4** Participants must communicate dietary restrictions and relevant food allergies before departure. Special meals can only be guaranteed where expressly confirmed.
- 10.5** Any material accommodation or meal substitution will be handled in accordance with the trip description, reasonable operational requirements and applicable law.

11. Personal Belongings and Equipment

- 11.1** Participants are responsible for safeguarding their personal belongings, valuables, identification documents and electronic devices.
- 11.2** Participants must bring the equipment listed in the trip preparation instructions.
- 11.3** The Company will communicate any mandatory equipment or clothing requirements before departure.
- 11.4** Participants should not carry unnecessary valuables on remote treks.
- 11.5** Responsibility for loss or damage will be determined by the circumstances and applicable law; nothing in this section excludes liability that cannot legally be excluded.

12. Insurance and Emergency Assistance

- 12.1** Participants are strongly advised to obtain suitable travel or adventure insurance covering trekking at the relevant altitude, medical treatment, hospitalisation, emergency evacuation and trip cancellation, where available.
- 12.2** Participants should verify the coverage limits, exclusions, altitude restrictions and claim requirements of their insurance policy.
- 12.3** Unless expressly stated in writing, insurance is not included in the trip price.
- 12.4** In an emergency, the Company and its representatives may make reasonable efforts to coordinate assistance, medical care or evacuation, subject to local conditions and available resources.
- 12.5** Participants remain responsible for medical and evacuation expenses to the extent those expenses are not covered by insurance or otherwise payable by the Company under applicable law.
- 12.6** Remote locations may experience delays in rescue, medical assistance or communication due to weather, terrain or infrastructure limitations.

13. Force Majeure and Events Beyond Control

- 13.1** A force majeure event may include severe weather, natural disasters, landslides, earthquakes, government restrictions, civil unrest, road closures, public health emergencies or other events beyond the Company's reasonable control.
- 13.2** The Company may suspend, reschedule, modify or cancel affected services when reasonably necessary because of such an event.
- 13.3** The Company will communicate material impacts and available options as soon as reasonably practicable.
- 13.4** Refunds, rescheduling and any deductions will be governed by the disclosed booking policy, the services already supplied, recoverable third-party costs where lawful, and applicable law.
- 13.5** Nothing in this section removes any mandatory consumer rights or legal obligations.

14. Medical Emergencies and Evacuation

- 14.1 Participants must promptly inform the trip leader of an injury, illness, symptoms of altitude sickness or other safety concern.
- 14.2 The trip leader may recommend rest, descent, medical assessment or discontinuation of the trek where reasonably necessary.
- 14.3 Participants must cooperate with reasonable emergency instructions.
- 14.4 Emergency response arrangements depend on the location, weather, access, available personnel and local authorities.
- 14.5 The Company will act with reasonable care within the scope of its responsibilities. The allocation of medical, evacuation and related expenses will be determined by the booking terms, insurance coverage and applicable law.

15. Third-Party Service Providers

- 15.1 A trip may involve independent transport operators, accommodation providers, local guides, porters, equipment suppliers or other third-party service providers.
- 15.2 The Company will exercise reasonable care in selecting or coordinating providers within its responsibility.
- 15.3 Where a third party supplies a service independently, its own terms may also apply, provided they are properly disclosed and do not override mandatory legal rights.
- 15.4 The Company remains responsible for obligations and liabilities imposed on it by applicable law and will not rely on this section to avoid such obligations.

16. Photography, Videos and Promotional Content

- 16.1 Photographs and videos displayed on the website or social media are intended to illustrate destinations and experiences. Actual weather, scenery, accommodation and trip conditions may vary.
- 16.2 Photographs or videos taken during a trip may be used for promotional purposes only with appropriate consent or another lawful basis.
- 16.3 Participants may communicate any photography or publicity preferences to the Company before or during the trip.
- 16.4 Participants must respect the privacy of fellow travellers and local communities when taking or publishing photographs.

17. Website Content and Intellectual Property

- 17.1 Website text, original photographs, graphics, branding, itineraries and other content owned by Peaks of Himalayas are protected by applicable intellectual property laws.
- 17.2 Website content may not be copied, republished or commercially used without appropriate permission, except where permitted by law.
- 17.3 Destination descriptions, prices, departure schedules and availability may be updated when circumstances change.
- 17.4 The Company will take reasonable steps to maintain accurate website information. If an error materially affects a booking, the Company will communicate with the affected customer and resolve the issue in accordance with applicable law.

18. Privacy and Personal Data

- 18.1 The Company may collect personal information necessary to process bookings, communicate with participants, arrange services and meet legal obligations.
- 18.2 Personal information will be handled in accordance with the Company's Privacy Policy and applicable data-protection law.
- 18.3 Information may be shared with relevant service providers or authorities where reasonably necessary to deliver the booked services, respond to emergencies or comply with legal obligations.
- 18.4 Participants should refer to the Privacy Policy for details about data collection, retention, security and applicable privacy rights.

19. Complaints and Dispute Resolution

- 19.1** Participants should report service-related concerns to the trip leader or the Company's official contact channel as soon as reasonably practicable.
- 19.2** Formal complaints may be sent to: **contact@peaksofhimalayas.in**
- 19.3** The Company will review complaints fairly and respond within a reasonable period.
- 19.4** If a dispute cannot be resolved directly, the parties may pursue remedies available under applicable Indian law.
- 19.5** Nothing in these Terms & Conditions prevents a participant from approaching a competent consumer commission, court or other authority where legally entitled to do so.

20. Limitation of Liability

- 20.1** The Company will exercise reasonable care in providing the services it has agreed to supply.
- 20.2** To the extent permitted by law, the Company will not be responsible for losses arising solely from circumstances genuinely outside its reasonable control, provided it has met its applicable legal obligations.
- 20.3** Nothing in these Terms & Conditions excludes or restricts liability for fraud, wilful misconduct, negligence or any other liability that cannot lawfully be excluded or limited.
- 20.4** Participants remain responsible for their own decisions and conduct, subject to the Company's duties and responsibilities under applicable law.

21. Changes to These Terms

- 21.1** The Company may update these Terms & Conditions from time to time.
- 21.2** The version applicable to a confirmed booking and any later changes will be handled in accordance with the booking agreement and applicable law.
- 21.3** Material changes affecting an existing booking will be communicated to the participant where reasonably necessary.
- 21.4** The latest version and effective date will be published on the Company's website.

22. Governing Law

- 22.1** These Terms & Conditions are governed by the laws of India.
- 22.2** Any dispute will be handled by the competent courts, commissions or other forums having jurisdiction under applicable law.
- 22.3** Nothing in this section limits any statutory right of a consumer to approach a forum that has jurisdiction under applicable law.

23. Contact Information

For booking enquiries, cancellations, complaints or clarification of these Terms & Conditions, contact:

Peaks of Himalayas

Email: contact@peaksofhimalayas.in

Phone: +91 93109 19632

Website: <https://peaksofhimalayas.in>

Participant Acknowledgement & Consent

By submitting a booking request, paying a deposit or participating in an expedition, the participant confirms that they have read, understood and agree to be bound by these Terms & Conditions, safety guidelines and trip-specific details.

PEAKS OF HIMALAYAS • OFFICIAL OPERATING POLICY • VERIFIED • LAWS OF INDIA