



### INTRODUCTION

- Touch Kailash Travels and Tours Australia is a dependable and official trekking representative in Australia and operates under the guidance and the authority of Touch Kailash Travels and Tours, headquartered in Kathmandu, Nepal.
- All services provided through this entity are part of the global operations of Touch Kailash Tours and Travels and are subjected to the overarching corporate policies, governance and customer service standards for safe travel of your trip set by the headquarters (“head office”) in Nepal.
- These terms and conditions govern the relationship between Touch Kailash Travels and Tours Australia and Nepal (“we”, “us”, “our”) and the customer or traveller (“you”, “your”) booking any travel, tours or services provided by us.
- Once we receive your confirmation email on acceptance for the trip, we will send you the complete itinerary details and other useful information for the trip.

### GENERAL DISCLAIMER

- Touch Kailash Travel and Tours Australia and Nepal makes all positive efforts to provide safe travel services to our customers. However, the customers should recognise that there are several risks involved during your travel.
- It is vitally important for the customer to understand our booking terms and conditions along with the travel plans and participation in the higher altitude including Mount Kailash Yatra is undertaken at the customer’s own risk.
- This pilgrimage involves travel to high altitude regions, remote areas and variable weather conditions that may impact health, safety and travel plans.
- We assume no liability or responsibility for any issues that may arise before, during or after the trip and it is each of the customer’s responsibility to respond to any issues.

### TRAVEL DISCLAIMER

- Please note that this is a group tour only. Individual or private tours to Tibet and Mount Kailash cannot be arranged, as the Government of Tibet and China does not grant individual travel permits or visas for this region.
- If you are travelling independently from your home country, you will be placed in a group of 10 to 30 people for the Tibet portion of the journey. This is mandatory for all travellers regardless of their nationality.
- We kindly request that you do not expect individual travel arrangements or private accommodation during this pilgrimage.



- All participants must adhere to the group travel regulations in order to obtain the required Tibet Group Visa and Travel Permits.
- Touch Kailash Travels and Tours Australia will clearly communicate this policy to all travellers during the information session and booking process.

### BOOKING AGREEMENT

- Touch Kailash Travels and Tours Australia and Nepal has set its independent terms and conditions to protect mutual rights and benefits of the service providers.
- By signing at the end of this booking form, you are acknowledging that you have read, understood and agreed to be bound by our terms and conditions at all these phrases as well as the specific day to day demands of your chosen travel plan as described.
- Touch Kailash Travels and Tours Australia direct you to read the complete booking terms together with our privacy policy agreement which are consistent with our obligations as discussed during the information session.
- Please ensure you have already read all the relevant trip details including day to day itinerary with given dates and specific information of accommodation facilities, meals and distance to travel everyday by land route.

### OUR SERVICES

- Our terms and conditions apply only for the part of your trip with Touch Kailash Travels and Tours Australia and Nepal as per booking dates as given in the itinerary.
- The services we provide to you are limited to
  - (a) the arrangement and coordination of your travel arrangements dates as given in our itinerary.
  - (b) the delivery of travel arrangements which we directly control by co-ordinating with the Touch Kailash Travels and Tours in Nepal and Tibet for Mount Kailash Yatra.
- We reserve the right to make necessary changes to the itinerary due to weather, safety concerns or other factors by considering safety as our priority.
- Prices are subject to change due to fluctuations or other increases beyond our control. Any changes will be communicated to you as soon as practicable.

### YOUR OBLIGATION TO PROVIDE CORRECT DETAILS

- Passenger names must be provided exactly as they appear in the passport, including first name, middle names, and surname at the time of booking.

- A copy of your passport must be submitted at the time of booking with a minimum of 6 months validity from the date of completion of trip.
- Any additional documents or corrections to spelling made after submitting your initial documents must be provided in writing.
- Any changes requesting after your documents have already been forwarded to the head office, you will be responsible for any fees charged, in addition to our reasonable administration costs.
- If you have a pre-existing medical condition that may reasonably be expected to increase your risk of requiring medical attention or affect the normal conduct of the trip, you must confirm that you are aware of these risks and are participating at your own responsibility at the time of your booking request.

### YOUR OBLIGATION TO CHECK THE PROVIDED DETAILS

- Please review your confirmation invoice carefully as soon as you receive it.
- Contact us immediately if any information on the confirmation invoice, or other related documents appears to be incorrect or incomplete, as it may not be possible to make changes at a later stage.
- We regret that we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) within five calendar days of issuing the document.
- We will do our best to rectify any mistake reported after this time frame, but you will be responsible for any associated costs.
- If you wish to amend or cancel any arrangements later, you may be required to pay an amendment or cancellation charge (please refer to the sections titled "Amendments by You" & "Cancellations by You" below).

### PAYMENT TERMS

The customer (Traveller) is responsible for making all payments once the booking is confirmed. All prices are quoted in USD, unless otherwise specified.

To confirm your booking and secure a place, a structured payment plan is offered for the customer's convenience as described below:

**1.Initial Deposit Payment (Non-Refundable 20%)** - A non-refundable deposit of 20% per person must be paid within 7 calendar days of your booking request. This deposit is to be paid into the Touch Kailash Travels and Tours Australia bank account.



- Services such as accommodation in Nepal and Tibet will not be secured until the deposit has been received.
- Delays in deposit payment may result in:
  - A price increase (which you will be responsible for) or
  - No guarantee of availability for the previously discussed tour dates
- We reserve the right to change or adjust the price under reasonable circumstances. Any such changes will be communicated promptly at the time of quotation.

### **2. Balance Payment:**

- **30% Payment (Due 60 days After Booking Confirmation):**
  - An additional 30% of the total trip cost must be paid no later than 60 days after your booking confirmation.
  - This payment is to be made to Touch Kailash Travels and Tours Australia.
  - The bank charges incurred would be liable to you.
- **Final 50% Payment (Due on Arrival):**
- The remaining 50% of the trip cost may be paid either in Australia or directly to the head office in Nepal upon arrival. (Arrival date is the date the tour starts from Kathmandu)
- Failure to pay the remaining balance on time may result in cancellation of your booking and loss of any deposit paid (See Trip Cancellation Policy for details).
- The bank charges incurred would be liable to you.

### **MODE OF PAYMENT**

#### **20% Deposit and 30% balance Payment:**

- Payable to Touch Kailash Travels and Tours Australia.
- Australian Bank details and payment instructions will be provided with your booking form.
- The bank charges incurred would be liable to you.

#### **Final 50% Payment:**

- Can be paid in full while in Australia or in person to the head office upon arrival, in accordance with your provided itinerary.
- The bank charges incurred would be liable to you.



### TRAVEL AND FLIGHT ARRANGEMENTS

- You are responsible for purchasing your international air tickets once tour is confirmed with the given itinerary dates.
- We are not liable or responsible for any issues related to your air ticket bookings.
- We do not take responsibility for any delays, cancellations, missed flights or other issues related to your air travel, land transport or accommodations.
- Any additional expenses incurred due to any delays, rescheduling or cancellations are the customer's responsibility.
- We will make every effort to ensure your journey is a successful and unforgettable experience.
- Mount Kailash Yatra tours are conducted under the Chinese Authorities and the Foreign Exchange Centre of the Tibetan Autonomous Region (FEC TAR).
- All tours to Nepal, Tibet and Bhutan are carried out in accordance with the regulations of the respective countries' tourism boards.

### AMENDMENTS

#### **Amendments by You (the Customer)**

We understand that plans may change and will do our best to accommodate your requests. However,

- We will make every effort to accommodate any amendments or additional requests after your bookings is confirmed.
- Some changes may not be feasible, especially for group departures.
- Transferring your booking to a different departure date is considered a cancellation, and cancellations charges will apply.
- You will be responsible for any additional costs resulting from changes made after confirmation of booking.

#### **Amendments by us (Touch Kailash Travels and Tours Australia and Nepal)**

- We reserve the right to cancel your booking if any newly disclosed or undisclosed health conditions require assistance that we cannot provide.



### **Before Departure:**

- Occasionally, changes or modifications to the itinerary or inclusions may occur due to updates from the head office in Kathmandu, Nepal.
- If a significant change is made before the tour begins, you will be notified as soon as reasonably possible.

### **During the Trip:**

- You acknowledge the changes to the itinerary, transportation, accommodation or other inclusions may be required due to unforeseen local circumstances beyond our control, such as:
  - Road closures or poor conditions
  - Severe weather changes
  - Changes in transport schedules
  - Vehicle breakdowns
- In such cases, we reserve the right to implement alternative arrangements as needed and any extra costs incurred may be passed on to you.

### **General Conditions:**

- To the fullest extent permitted by law, we are not liable for:
  - Changes or omissions caused by force majeure (e.g. natural disasters, political unrest) or
  - Other circumstances beyond our control after your booking has been accepted.
- This includes any loss of enjoyment or distress resulting from such changes.
- We are not responsible for any expenses or losses incurred as a result of amendments or changes to the itinerary or its inclusions.
- Customers are generally advised on any delays and tour cancellations that are common during hazardous weather, particularly in remote regions.
- We are not responsible for any additional expenses arising from these conditions, and you are encouraged to plan accordingly.

### **RISK AND LIABILITIES**

You are responsible for consulting travel advice and guidance issued by the Department of Foreign Affairs and Trade (DFAT) relevant to the destinations in your itinerary. By proceeding with your travel plans, you acknowledge that you have reviewed this guidance and accept any personal risks associated with your decision to travel. To the fullest extent permitted by law, we disclaim any liability arising from such risks.

### NATURAL DISASTER AND UNFORESEEN EVENTS

- In the event of natural disasters, political unrest, road blockages, weather disruptions or any force majeure events, we will not be liable for any consequences or associated costs.
- You must obtain comprehensive travel and medical insurance that includes coverage for high-altitude trekking, emergency evacuation, trip cancellation and other potential interruptions.

### FORCE MAJEURE – GENERAL

“Force Majeure” refers to events beyond our reasonable control that could not have been anticipated or prevented. These events may include, but are not limited to:

- **Natural events** such as floods, fires, earthquakes, landslides, volcanic eruptions, or adverse weather conditions (e.g., storms, cyclones, extreme snowfall, or unsafe water levels)
- **Man-made disruptions** including war, civil unrest, terrorism (actual or threatened), strikes, or industrial disputes
- **Health emergencies** such as epidemics or pandemics
- **Government actions** such as new or amended laws, decree, rules, regulations, travel restrictions, or official advisories.

If, in our reasonable opinion, we (including our employees, contractors, suppliers or agents in Nepal and Tibet) determined that your travel is unsafe or unlawful to proceed due to a Force Majeure event, we may, at our discretion:

- Reschedule your travel arrangements (in whole or in part) and/or
- Cancel your travel arrangements (in whole or in part), in which case our contract with you will be terminated.

In the event of cancellation due to Force Majeure, we will refund any payments made, less the following deductions:

- a) Non-recoverable costs from third parties (e.g. accommodation, permits, visa processing or transport arrangements)
  - b) Reasonable overhead expenses incurred in connection with your booking
- If we provide you with any alternative services, support, or assistance due to the cancellation or rescheduling of travel arrangements resulting from a Force Majeure event, the value of such services will be deducted from refund issued.
  - You acknowledge that the terms outlined in this section are agreed upon and are necessary to protect our legitimate business interests.

- We emphasise the importance of insurance and strongly recommend that you purchase comprehensive travel and health insurance; particularly for high-altitude travel, to cover potential risks, cancellations, rescheduling or additional expenses arising from Force Majeure events.

### **INSURANCE REQUIREMENTS:**

- All customers (travellers) must arrange their own international travel and medical insurance, covering higher altitude travel of above 5600 metres, emergency evacuations, medical expenses, hospitalisation and repatriation.
- We strongly recommend obtaining comprehensive travel insurance to cover cancellations, medical needs, luggage, repatriations (airlift and emergency evacuation) and additional expenses. This should include coverage for adventure plus activities involving trekking at altitudes between 4000 to 5600 metres above sea level.
- It is your responsibility to ensure you have suitable health and travel insurance. Proof of insurance cover must be provided to us.
- Without this proof, your participation may be denied by our Touch Kailash Travels and Tours team.

### **MEDICAL AND HEALTH RESPONSIBILITY**

- Traveling at altitudes above 4500 to 5600 metres carries significant risks and altitude related complications.
- Travel in these regions is undertaken at your own risk and liability.
- It is solely your responsibility to ensure you are medically fit to participate in the Mount Kailash Yatra and associated trekking activities in this remote region.
- We strongly recommend all participants consult a qualified medical practitioner before booking, before beginning any trekking-related activities and prior to departure for this trip.
- Touch Kailash Travels and Tours, its operators, agents (including the sole trader in Australia) and service providers are not liable for any illness, injury, death or health related issues before, during or after the tour.
- Travellers aged 65 and above must provide a written medical assessment report from a qualified medical practitioner certifying that they are fit to undertake high-altitude trekking above 5600 metres due to restrictions for travel to Mount Kailash region.
- This medical certificate must
  - Be issued by a licensed medical practitioner



- Clearly state the traveller's fitness age and fitness for high-altitude trekking and endurance travel
  - Be submitted along with other booking documents
- Submission of this letter does not guarantee approval of the visa or travel permits. The final decision rests solely with the Chinese Authorities and the Foreign Exchange of the Tibetan Autonomous Region (FEC TAR).
- All travellers must familiarise themselves with the health and vaccination requirements specific to the countries visited.
- Any pre-existing dietary restrictions, allergies, disabilities, medical, health, physical, psychological, or behavioural conditions ("health conditions") must be reviewed with your doctor to determine your suitability for travel.
- To the extent permitted by Law, you agree that our team will not be liable for any losses or damages resulting from your medical condition or health issue.
- We strongly advise that your travel insurance includes comprehensive cancellation coverage.
- Please note, in the event of a refusal to grant travel permits due to age or any health conditions and standard cancellation policies and fees apply from the moment your booking is confirmed and no refund.

### FINANCIAL LIABILITY

- We highly recommend selecting travel and health insurances that suits your personal circumstances, including any existing medical conditions or potential unforeseen events.
- All expenses resulting from personal health issues, early returns, medical treatment, emergency airlift or evacuation or additional accommodation must be covered by the traveller.
- The sole trader of Touch Kailash Travels and Tours Australia and associated representatives in Kathmandu and Tibet accept no responsibility for personal costs or claims made before, during or after the trip.
- Cancellation charges and fees are strictly non-refundable and apply without exception.
- Please note that we are not authorised to make guarantees or agreements regarding refunds or other matters.

### REFUSAL OF CARRIAGE

- Touch Kailash Travels and Tours reserves the right to remove any customer from group tours if their behaviour or actions compromise the safety, comfort or well-being of others. This includes, (but is not limited to):
  - Disruptive or aggressive behaviour
  - Possession or use of prohibited substances or materials
  - Failure to comply with local laws and regulations
  - Physical, medical or mental conditions that prevent safe participation in the tour.

In such cases,

- Your journey may be terminated without any refund
- You will be responsible for any additional costs incurred
- We ask all participants to cooperate respectfully, observe cultural and legal customs, ensuring a peaceful and memorable pilgrimage for everyone.

These measures are especially critical for remote, high altitude travel such as the Mount Kailash Yatra.

### HOTELS AND ACCOMODATION POLICY

- Touch Kailash Travels and Tours reserves the right to substitute hotels, guesthouses, government guesthouses, or other accommodations with properties of comparable or required standard when necessary.
- Hotel descriptions on our website or in itinerary are based on current guides and supplier information.
- Hotel upgrades and single room facilities in Kathmandu are available at an additional cost, subject to availability, and may offer improved comfort depending on the property.
- While we aim for accuracy, facilities, services, maps and photographs are for reference only and may subject to change without prior notice due to availability.
- These descriptions may not reflect the exact property or services at the time of travel.
- During your journey, accommodations will vary from standard hotels in cities and towns to simple local guesthouses in remote areas.
- Service levels and facilities may differ from what you are accustomed to, as standards vary regionally.
- Remote accommodations have very basic, with small, shared rooms for 2-6 people, limited amenities and shared/open toilet facilities.

- We recommend bringing a sleep sheet or sleeping bag for added comfort in remote areas. While bedding is provided and regularly cleaned, room conditions may still be dusty and cold.
- Please note, accommodation at Lake Manasarovar and during the Mount Kailash Parikrama is extremely basic, with small, shared rooms and communal or open toilet facilities.
- These arrangements reflect the unique and remote character in nature of the regions visited, offering a truly immersive experience of local culture and landscape.

### TRAVEL DOCUMENTS

- A valid passport with at least six (6) months validity and a minimum of two blank pages upon your return is required for travel to all destinations included in our program.
- Non-Australian passport holders may be subject to additional fees and documentation requirements, as determined by the Chinese Authorities and the Foreign Exchange Centre of the Tibetan Autonomous Region (FEC TAR).
- If we do not receive your passport copies at least 90 days prior to departure, you may incur an additional urgent visa processing fee, which will be communicated at that time.
- It is the sole responsibility of the customer (traveller) to:
  - Ensure the accuracy and validity of their passport and travel documents
  - Obtain any necessary passport photos
  - Cover all costs associated with sending passport copies and related documentation to Touch Kailash Travels and Tours team in Nepal for Tibet/China visa processing.
- Touch Kailash Travels and Tours Australia and Nepal are not responsible for any delays, penalties or disruptions resulting from failure to meet these requirements.

### VISA PROCESSING

- Touch Kailash Travels and Tours Australia and Nepal do not issue or assist with Nepal Visa applications. These must be obtained either through the Embassy of Nepal in Canberra or via the official online portal.
- We assist only in submitting passport and application forms for the Tibet Group Visa, which is issued solely by the relevant Chinese authorities.



## TOUCH KAILASH TRAVELS AND TOURS AUSTRALIA

- Touch Kailash Travels and Tours Australia and Nepal cannot guarantee visa approval and are not responsible if your application is denied.
- According to Tibetan government regulations, travellers aged 70 years or older are subject to restrictions for travel within the Kailash region.
- Anyone 70 years and above, it is a must to provide medical clearance letter from your General Practitioner as a supporting document to apply for visa and travel permit process.
- Any cancellation fees or additional costs resulting from visa refusal are the sole responsibility of the customer (traveller) and no refund.
- The relevant authorities may request additional documentation, and such requirements may delay your tour. These responsibilities and associated costs rest entirely with the customer.
- All travellers must acknowledge and accept the risk associated with any health related or age related restrictions and the possibility that their application may be declined.

### SERVICES SUPPLIED BY INDEPENDENT SUPPLIER

Where travel arrangements are provided by independent third parties over whom we have no direct control ("Independent Supplier"), our responsibility is limited to taking reasonable steps to select reputable suppliers and coordinate the provision services.

Any disputes or issues arising from services provided by an Independent Supplier must be resolved directly between you and the supplier. To the fullest extent permitted by law, Touch Kailash Travels and Tours team accepts no liability for any loss, damage, personal injury, or delay caused by the actions or omissions of an Independent Supplier.

### CANCELLATION POLICY

- All customer initiated cancellation is subject to the applicable cancellation fees, as outlined at the time of booking.
- No refund will be provided for unused services or early departure from the tour due to health issues, personal reasons or unforeseen circumstances.
- If you have any pre-existing health condition or develop one prior to the tour that may increase your risk during travel, and a qualified medical practitioner provides an assessment indicating that you will require special assistance beyond what we can reasonably provide, we reserve the right to cancel your booking and cancellation charge applies to you as described in the "Cancellation timeline and charges"



## TOUCH KAILASH TRAVELS AND TOURS AUSTRALIA

- All cancellations must be submitted in writing to Touch Kailash Travels and Tours Australia.
- Cancellation charges are calculated based on prevailing market rates in each country and the policies of our local counterparts in Nepal and Tibet for the Mount Kailash Yatra.
- Additional charges may apply for any accommodation bookings made prior to receiving your written cancellation.

### Cancellation Timeline and Charges:

**Deposited Payment of 20% is Non-Refundable from the moment your booking is confirmed.**

<b>Time Before Departure</b>	<b>Cancellation Charge</b>
<b>≤ 90 Days</b>	<b>50% of total trip cost</b>
<b>≤ 45 Days</b>	<b>50% of total trip cost + 20% non-refundable deposit + applicable administrative fees of USD200</b>
<b>No Show</b>	<b>100% of total trip cost</b>

- No refund will be granted for travellers who are not fully vaccinated against COVID 19 where required or who are denied services due to this.
- In the event that a public health authority mandates quarantine within 75 days before departure, we will not be responsible for related costs, cancellations or prepaid arrangements and no refund will be issued.

### Privacy Terms and Conditions Agreement

We collect your personal information to process bookings and to communicate with you regarding Touch Kailash Travels and Tours offers and product updates, subject to your

consent. Your information is handled in accordance with Touch Kailash Travels and Tours Australia Privacy Policy.

By signing, you give your consent for Touch Kailash Travels and Tours to capture photographs during your tour. These images may be shared on our website and other social media platforms for marketing purposes.



### Acknowledgement of Risks

*By signing below, I, the traveller, acknowledge and accept that participation in the Mount Kailash Yatra involves inherent risks. I agree not to hold Touch Kailash Travels and Tours Australia and team, its organisers, its agents or any affiliates liable for any loss, injury damage or expense incurred before, during or after the tour.*

*I confirm that I have read, understood and agree to the Terms and Conditions provided by Touch Kailash Travels and Tours Australia.*

*I accept full responsibility for my participation and understand that failure to comply may result in additional fees or cancellation of services without refund.*

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Touch Kailash Travels & Tours Australia**

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**Comments:**

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