

Free Ski Himalaya

GENERAL TERMS AND CONDITIONS

The below described terms and conditions provide the framework for the commercial relationship between the participant and Free Ski Himalaya as provider and organiser of adventure travel programs. Please read the following paragraphs carefully, it is assumed that the below mentioned terms and conditions are known to the participant and that he fully accepts and complies with them.

1. Formation of a Contract

A travel contract results from a written, phone or personal registration for one of our travel programs with an authorized travel agent or directly with Free Ski Himalaya. For travels with Free Ski Himalaya the general terms and conditions as well as under certain circumstances the signed related forms for travels with specific risks (medical questionnaire/waiver) become integrated elements of the contract.

2. Prices and Payment Terms

2.1. Prices

The current prices of our travel offerings are found on our website www.freeskihimalaya.com and in brochures or written proposals. The prices are quoted **net** in Swiss Francs and are per person, based on double room and/or double tent accommodation. For single room or single tent accommodation the communicated surcharge is applicable. Single accommodation needs to be requested and booked with the reservation. The price for the booked travel program must be paid in advance as follows:

2.2. Deposit Payment

Provided that the travel bookings has been accepted without restrictions a deposit payment of Sfr. 400.-- per enrolled participant has to be made. If the deposit payment is not made with the booking it has to be made within 10 days after receipt of the written travel confirmation. For issued plane tickets an advance payment of the the total amount has to be made.

2.3. Final Payment

The final payment has to reach us 30 days before departure at the latest. Copies of receipts resp. bank debit advices are considered as vouchers for all booked services and must be presented to the local travel guides upon request.

2.4. Conditions for „à la Carte“ Programs

Due to the considerable effort for the creation and the processing of proposals for individual tours a service charge is applicable:

- For 15 days travel programs Sfr. 400.-- per request
- For travel programs for more than 15 days Sfr. 600.-- per request

The service charge will be credited against the total amount of a definitive booking. If no booking is made no refund of the service charge will be made. The terms for program cancellation of paragraph 5.2 also apply.

2.5. Late Payment

If payments are not made within the specified deadlines Free Ski Himalaya is entitled to refuse the provision of services and to charge the cancellation fees specified in paragraph 5.2.

2.6. Single Room Occupancy Surcharge

All our partner hotels offer only double rooms and bill us for single occupancy separately. Groups travelling in uneven numbers and single guests will therefore be charged the single room occupancy surcharge mentioned in our programs.

2.7. Small Group Surcharge

For powder snow programs no small group surcharge is applicable. For treks and expeditions the different group sizes with the respective small group surcharges are mentioned on our website and sales materials. If a surcharge is applicable the participants will be informed and billed respectively 30 days before departure.

3. Program Cancellation by Free Ski Himalaya

3.1. Minimum Number of Participants

If not specified otherwise there is no minimum number of participants required. Should, however, only a few people (less than 4) participate, Free Ski Himalaya is entitled to either cancel the program 15 days before departure or ask for a surcharge. If the program is cancelled by Free Ski Himalaya all payments will be fully refunded. Further services by Free Ski Himalaya are excluded.

3.2. Other Reasons

Should there be any other reasons for cancellation of the travel program, such as Acts of God, political unrest, strikes, catastrophes, etc. or other elements which may endanger a safe trip s cancellation can be made on short notice. In this case the received payments will be refunded. Free Ski Himalaya is, however, entitled to deduct all already incurred expenses for the program. Further claims for compensation are excluded.

4. Price and Program Changes, Surcharges during the Travel Program

4.1. Price Changes

The travel programs offered by Free Ski Himalaya need to be planned far in advance and require a considerable organizational effort. As a consequence price changes may occur due to the following reasons:

- subsequent price increases of transportation companies (fuel, taxes etc.)
- newly introduced or increased state duties and charges (e.g. VAT, airport tax etc.)
- exchange rate variances

Price changes need to be communicated by Free Ski Himalaya 21 days before departure at the very latest. Should the price increase exceed 10% of the before communicated price the participant may terminate the contract within 7 days after receipt of the information regarding the price increase.

4.2. Supplementary Cost during the Journey

Supplementary cost which occur due to unforeseen events and which cannot be controlled by Free Ski Himalaya have to borne by the traveler himself.

4.3. Program Modifications

The travel program or elements thereof can be changed before or during the trip (accommodation, means of transport, airlines and schedules) if this is required due to unforeseen circumstances. We refer also to the terms for travels with specific risks. If a considerable part of the services were not provided Free Ski Himalaya will refund the difference between total program cost and the cost for the services not effected, provided that Free Ski Himalaya is not billed for these services by a third party. Further claims for compensation are excluded.

5. Terms for Program Cancellation and Modification

5.1. General

Should the participant wish to cancel, change or modify his bookings he must inform Free Ski Himalaya either personally or in writing.

5.2. Cancellation Fees

All cancellations need to be communicated to Free Ski Himalaya with a registered letter. Received travel documents must be returned to Free Ski Himalaya at the same time. The following cancellation fees apply:

- up to 30 days before departure a general service charge of Sfr. 400.-- per enrolled participant
- 30 - 1 day before departure 90% of the program price
- on the day of departure or later 100% of the program price

Participants who don't appear or arrive too late or without the necessary documents at the point of departure owe Free Ski Himalaya 100% of the program price.

6. Travel Insurance

It is the participants' responsibility to assure his insurance coverage. The activities of our travel program include sports and adventure elements and are mainly executed outdoors. The participants are aware of the risks included in such activities and declare that they participate on their own free will and at their own risk. The participants therefore verify if their insurance covers the costs for program cancellation, evacuation, accidents, illness and an untimely return trip and commit to complement their existing insurance with the missing components before the trip.

7. Untimely Termination of the Program by the Participant

Should the program be terminated by the participant prior to completion for any reason there is no obligation for Free Ski Himalaya to refund the program price. See paragraph 5.3. regarding the mandatory travel insurance to cover eventual costs.

8. Immigration, Travel and Health Regulations

Free Ski Himalaya will inform the participants of the presently existing regulations with our program descriptions. The participant is fully responsible to comply with the regulations concerning immigration, visas and currency exchange.

He is advised to check if he disposes of all the necessary documents before departure and must make sure to have them with him on the day of departure and for the duration of the program. Should he be unable to participate in the program or immigrate into the country of destination due to lack of required documents he must bear the full consequences himself. However, he is still committed to fulfill the terms and conditions concerning the travel program, except if a fault, negligence or omission can be ascribed to Free Ski Himalaya.

9. Liability of Free Ski Himalaya

Free Ski Himalaya declines all responsibility in case of accidents, of physical damage and of material or other damages during the execution of the travel program. Free Ski Himalaya is exonerated from all responsibility where a fault, an omission or negligence ascribable to the participant or Free Ski Himalaya was likely to seriously disturb or prevent the good execution of the program. Free Ski Himalaya cannot be held responsible for damages caused to the recipient by a third party connected to the execution of the travel program. Furthermore the terms specified in the "Free Ski Himalaya Heli and Powder Ski Waiver" and „Free Ski Himalaya Treks and Expeditions Waiver“ are applicable for all Heli Skiing, Powder Snow and Trekking Programs.

10. Obligation to Co-Operate, Notice of Defects

The participant is obliged to do all in his power to participate in the correction of eventual deficiencies in the program in order to avoid and reduce potential damages. Should there be any reason for complaint during the trip Free Ski Himalaya or its local representative have to be made aware immediately of the detected shortcomings. This is a precondition for later damage claims. As a rule most shortcomings can be fixed on the spot. The participant's complaint together with the confirmation of the Free Ski Himalaya program leader or the local representative must be submitted in writing by registered letter to Free Ski Himalaya. Should these terms and deadlines not be respected all damage claims expire.

11. Exclusion from the Travel Program

Participants of Free Ski Himalaya travel programs spend a considerable time together in a group. Due to this we reserve the right to exclude group members before or during the travel program if there are serious concerns regarding negative impacts on the group, if the group is disturbed or even put in danger by the member. The same applies if the proposed program execution is disturbed by participants. If participants are excluded from the travel program Free Ski Himalaya is entitled to the cancellation fees and service charges described in paragraph 5. If participants are excluded during the program no refund can be made by Free Ski Himalaya. We refer to the before mentioned forms for travels with specific risks.

12. Tips

Tips for local guides, drivers, porters etc. are not included in the program price.

13. Applicable Law

If not specified otherwise Swiss law is applicable to the legal relationships between the participants and Free Ski Himalaya. All claims for compensation become time barred after one year after provision of the service.

Date: _____

Signature: _____

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