

# Booking Form

## Design Himalaya

To join one of our trips, please complete this form and send it to Design Himalaya, together with a non-refundable deposit of 20% per person, per trip. On receipt of the form, we will send you confirmation of your booking.

**Participant 1**

Title:  Mr  Mrs  Miss  Ms  Dr  
*Your name to be provided as it appears in your passport*

Surname: \_\_\_\_\_  
 First Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Suburb/City: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Tel: (H) ( ) ( ) (B) ( ) ( )  
 Email: \_\_\_\_\_  
 Date of Birth: (dd/mm/yr): \_\_\_/\_\_\_/\_\_\_ Height (cm): \_\_\_\_\_  
 Do you have a pre-existing medical condition?  Yes  No  
 If yes, please provide details: \_\_\_\_\_

Do you have any special dietary requirements?  Yes  No  
 If yes, please provide details: \_\_\_\_\_

Subscribe me to your news update email notification:  Yes  No

**Participant 2**

Title:  Mr  Mrs  Miss  Ms  Dr  
*Your name to be provided as it appears in your passport*

Surname: \_\_\_\_\_  
 First Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Suburb/City: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Tel: (H) ( ) ( ) (B) ( ) ( )  
 Email: \_\_\_\_\_  
 Date of Birth: (dd/mm/yr): \_\_\_/\_\_\_/\_\_\_ Height (cm): \_\_\_\_\_  
 Do you have a pre-existing medical condition?  Yes  No  
 If yes, please provide details: \_\_\_\_\_

Do you have any special dietary requirements?  Yes  No  
 If yes, please provide details: \_\_\_\_\_

Subscribe me to your news update email notification:  Yes  No

**Passport details**

Nationality: \_\_\_\_\_  
 Passport number: \_\_\_\_\_  
 Place of issue: \_\_\_\_\_  
 Date of issue: (dd/mm/yr) \_\_\_/\_\_\_/\_\_\_ Expiry date: \_\_\_/\_\_\_/\_\_\_

**Passport details**

Nationality: \_\_\_\_\_  
 Passport number: \_\_\_\_\_  
 Place of issue: \_\_\_\_\_  
 Date of issue: (dd/mm/yr) \_\_\_/\_\_\_/\_\_\_ Expiry date: \_\_\_/\_\_\_/\_\_\_

**Trips selected**

1. Trip Name: \_\_\_\_\_ Departure Date: \_\_\_/\_\_\_/\_\_\_ Alternative Date: \_\_\_/\_\_\_/\_\_\_  
 2. Trip Name: \_\_\_\_\_ Departure Date: \_\_\_/\_\_\_/\_\_\_ Alternative Date: \_\_\_/\_\_\_/\_\_\_  
 3. Trip Name: \_\_\_\_\_ Departure Date: \_\_\_/\_\_\_/\_\_\_ Alternative Date: \_\_\_/\_\_\_/\_\_\_

Do you require flights?  Yes  No If yes, please make flight reservations from (city): \_\_\_\_\_

Additional arrangements or extensions if required: \_\_\_\_\_

Have you travelled with us before?  Yes  No Where did you hear about Design Himalaya? \_\_\_\_\_

IN SIGNING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS & CONDITIONS ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS, PARTICULARLY THOSE RELATING TO THE RELEASE AND WAIVER OF LIABILITY (CONDITION 19). IF AGED UNDER 18, THIS FORM REQUIRES THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

**Signature Participant 1** Signed: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**Signature Participant 2** Signed: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**Payment Method – Participant 1**

Direct deposit  Cheque

**Payment Method – Participant 2**

Direct deposit  Cheque

For direct deposit:	For Cheque Payment:	Contact Details:
Design Himalaya Barclays Bank BSB 20-50-40 A/C 90517704	Design Himalaya Tudor Cottage, Lower Anderton, Millbrook, Torpoint Cornwall PL10 1HR, UK	Mobile: +61 416 129 818 (0416 129 818) Phone: +61 2 4982 5972 (02 4982 5972) Email: info@designhimalaya.com

# Booking Form - Terms & Conditions

Please read carefully these terms and conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Design Himalaya ABN 74 759 618 741 and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by Design Himalaya.

## 1. How to Book

To reserve your place on one of the tours, you should complete the Booking Form and send it, along with a non-refundable deposit of 20% of the trip cost per person per trip.

## 2. Payment

The prices quoted in our advertisement or on [www.designhimalaya.com](http://www.designhimalaya.com) are for payment by bank transfer. The balance of the tour price is payable to Design Himalaya at our Kathmandu office upon your arrival in Nepal and prior to departure for your trek or expedition. Prices are quoted in U.S. Dollars (unless otherwise specified) and all payments must be made in either Australian dollars, US dollars or Travellers Cheques in either currency. If payment of the balance of the tour price is not received by Design Himalaya by the required time you will be taken as having cancelled the tour and cancellation charges will apply.

## 3. Cancellations

If you wish to cancel your tour, you must notify Design Himalaya in writing. Once Design Himalaya receives your notice, cancellation will take effect subject to the following:

- If cancellation takes place more than 60 days prior to your departure date, your full deposit will be forfeited.
- If cancellation takes place between 60 and 30 days prior to your departure date, 50% of the tour price will be forfeited.
- If cancellation takes place less than 30 days prior to your departure date, 100% of the tour price will be forfeited.

## 4. Health and Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre-departure fitness training recommendations, where necessary. Design Himalaya reserves the right in its absolute discretion to refuse a participant the right to participate in a tour on medical or fitness grounds.

## 5. Medical disclosure

You declare and warrant that

- you are in good health and mental and physical fitness at the time of booking this tour;
- you have disclosed to Design Himalaya every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to Design Himalaya's decision to permit you to go on the adventure tour;
- immediately upon any adverse change in your health or fitness that may be likely to affect Design Himalaya's decision to permit you to go on the adventure tour, you will notify Design Himalaya in writing of any such adverse change.
- Design Himalaya are permitted to disclose medical information to our consultant doctor.
- Design Himalaya's consultant doctor may exclude you from a tour if he/she deems it necessary.

You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.

If you fail to comply with the duty of disclosure in this condition and if Design Himalaya would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, Design Himalaya will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

## 6. Tour Leaders

- In this condition, 'nominated tour leader' includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.
- Design Himalaya's nominated tour leaders take their responsibilities seriously and if for any reason a nominated tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this event, but subject to condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.
- Design Himalaya reserves the right to change, at any time, the nominated tour leader of any tour. If that happens, Design Himalaya will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by Design

Himalaya will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

## 7. Cancellation due to Tour Booking Numbers

Design Himalaya reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

## 8. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with Design Himalaya, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to Design Himalaya that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate in.

## 9. Proof of citizenship or information required for travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return home to your home country.

## 10. Tour Prices

Package prices are based on ground costs, fuel prices, airfares, exchange rates and assumptions made at the time of advertising. Design Himalaya tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. Design Himalaya reserves the right to amend tour prices (or any part) without notice at any time before and including the departure date.

Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.

## 11. Exclusions from tour price

Without limitation, the following items are excluded from the tour price:

- personal travel insurance;
  - visa, passport and vaccination charges;
  - departure, airport and airline taxes;
  - extra meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature; emergency evacuation and/or emergency search charges;
  - additional expenses caused by delay, accidents or disruption of planned itineraries;
  - tips, onboard beverages and excess baggage charges.
- Refer to our tour notes for full details.

## 12. Assumption of Risk

You acknowledge that:

- by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death; and
- in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and
- operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against Design Himalaya; and
- the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and
- the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and
- you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand & Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## 13. Disclaimer

You accept that:

- Design Himalaya acts as a booking agent for third-party tour operators and accepts no liability for the acts or omissions of those third-party tour operators; and
- Design Himalaya will not be liable for any breach of any law by any person with whom you travel on the tour; and
- You may not rely on any representations concerning the tour made by Design Himalaya which are not contained in these conditions.

## 14. Release and Waiver of Liability

In consideration of Design Himalaya accepting your booking application and in consideration of you being permitted by Design Himalaya to join the tour to the extent permitted by law:

- you release, waive, discharge, hold harmless and agree to indemnify Design Himalaya and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in the countries in which the tour is conducted (each of whom are collectively referred to as "Design Himalaya and its employees") from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction there within unless caused by the wilful negligence or wrongful act of Design Himalaya and its employees; and

regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against Design Himalaya and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Design Himalaya and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 Commonwealth (as amended) does not apply to this contract. If section 74 of the Trade Practices Act 1974 does apply Design Himalaya's liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser.

## 15. Miscellaneous

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 16. Booking made in Victoria

This condition 17 and the following statutory warning apply if the booking is made in Victoria. Sections 32J and 32JA of the Fair Trading Act 1999 Victoria (as amended) (Fair Trading Act 1999) do not apply to this contract, being a contract for the supply of recreational services.

WARNING UNDER THE FAIR TRADING ACT 1999 Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are—

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

*NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the in the Fair Trading (Recreational Services) Regulations 2004 Victoria.*

## 17. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of

- Victoria, in the case the booking is made in the state of Victoria, or
- NSW, in the case the booking is made elsewhere in Australia.