

Ace the Himalaya UK Ltd

Terms and conditions

Terms and conditions of Ace the Himalaya UK Ltd

We are Ace the Himalaya UK Ltd, a company registered in England, number 12487787.

Our address is:

Office 1, Izabella House, 24-26 Regents Place, Birmingham, B1

These terms and conditions are your contract with us for provision of any Expedition/Holiday Services you book with us.

In this document, "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking.

These are the agreed terms

1. Definitions

"Holiday/adventure" means any adventure/holiday/event/activity constituted in the services we offer.

"Holiday Services" means our service in providing a Holiday.

"Regulations" means The Package Travel and Linked Travel Arrangement Regulations 2018.

2. The contract between us

- 2.1. Ace the Himalaya UK Ltd Holiday Services vary. Whatever service you choose, the terms of this contract will apply unless we indicate otherwise.
- 2.2. The contract between us comes into existence when we send our confirmation invoice to you. You will have undertaken to pay for your booking and we will have undertaken to provide you with the Holiday/Adventure we describe on our website.
- 2.3. If we are unable to accept your booking, we will of course return your payment to you immediately.

- 2.4. When you make a booking with us, whether or not through our website, you have the benefit of our full compliance with the Regulations. Parliament has made provision for these regulations to continue in force notwithstanding our departure from the European Union.
- 2.5. For you to make a booking, we require your deposit and a completed booking form, as provided on our website. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.

3. Your authority to book for others

- 3.1. If you make a booking on behalf of others as well as yourself, you guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.
- 3.2. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other information supplied by other members of your party and for whatever liaison communication is necessary between you and each other party to keep them fully informed.
- 3.3. As lead member of your party, we will deal only with you in our correspondence.

4. What is included in the price of an Ace the Himalaya UK Ltd Holiday/Adventure?

- 4.1. travel from the meeting point to your return to the departure point (which is likely to be the same place);
- 4.2. accommodation and all meals (unless otherwise stated in the itinerary);
- 4.3. services of one or more representatives.

5. What is NOT included?

- 5.1. return flights to the holiday/adventure destinations;
- 5.2. all other costs incurred before you board transport at the meeting point and after you return to the departure point;
- 5.3. travel insurance or any other insurance personal to you;
- 5.4. passport and visa costs;
- 5.5. vaccinations and medication, before, during and after the Holiday;
- 5.6. food and drink over and above what we include in the Holiday as outlined in the itinerary;
- 5.7. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

6. Holiday prices

- 6.1. When you make your booking, we shall ask you for a deposit of 20 % of the total cost. Deposits are non-refundable, except as mentioned below, but in some cases may be transferable to another Ace the Himalaya Holiday/Adventure. The balance of the price must be paid at least six weeks before your departure date. If the balance is not paid on time, we reserve the right to cancel your travel arrangements and retain your deposit.
- 6.2. Any booking made less than six weeks prior to the departure date must be accompanied by full payment at the time of making the booking.
- 6.3. We shall not change the price of your booking once we have accepted your booking.

7. Minimum participants required for the Holiday

- 7.1. As stated on our website, sometimes a minimum number of participants are required in order for the Holiday to go ahead. Therefore we have a right to cancel any Holiday for which there are insufficient reservations.
- 7.2. In the event of any such cancellation, all deposits or other payments made specifically to Ace the Himalaya UK Ltd will be refunded in full.

- 7.3. We reserve the right to cancel any Holiday, for which there are not enough bookings, not less than four weeks prior to the departure date. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Ace the Himalaya UK Ltd Holiday/Expedition.
- 7.4. You agree that all these provisions are reasonable.

8. Changing your booking

We will always do our best to help you with any change to your booking. However, we give no guarantee that we shall succeed. If you require any change, you must tell us by email or in writing. A change will be subject to an administration charge of £100 plus any costs we incur in making the change for you. Please note that costs are likely to be higher, the closer you are to the departure date. Most travel arrangements cannot be changed once a reservation has been made.

9. Transferring your booking

If you would like to transfer your booking from one person to another, the following terms apply:

- 9.1. The transferee must satisfy any special conditions or qualifications applicable to the Holiday.
- 9.2. You must inform us about your intention to transfer your booking to the transferee at least fourteen days before the departure date in writing or through email.
- 9.3. You and the transferee will accept that you and he/she will be jointly and severally liable for full payment of any outstanding sums due in respect of the booking as well as fees, charges or other costs arising from the transfer.
- 9.4. Our administration charge for a transfer made more than 30 days before departure is £100. For transfer made within 20 days before departure the administration charge is £ 200.
- 9.5. We will not refund or compensate you if changes made to your booking, or re-booking, leave you paying for parts of the Holiday Service which you do not use.

10. Cancellation by you

10.1. If you or a member of your party needs to cancel your booking, you must tell us by email or in writing. We will not accept a cancellation by telephone alone. Cancellation incurs costs for us. Costs vary considerably and are not always precisely identifiable. We therefore charge a rounded cancellation fee as follows:

more than 42 days before departure:	Deposit
between 41 and 30 days before departure:	30% of booking cost
between 20 and 7 days before departure:	70% of booking cost
6 days or fewer before departure:	No refund

10.2. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Ace the Himalaya UK Ltd Holiday you choose. But whether we do so is in our discretion, for which we do not have to give a reason.

10.3. In any of the above circumstances, we will return any money due to you within 14 days.

Note: we strongly recommend that you take out holiday insurance which covers the cost of cancellation.

11. If we cancel your Holiday or make changes

Because we make travel arrangements far in advance, we sometimes have to change an arrangement and occasionally even cancel a Holiday. If that happens the following terms apply:

11.1. We will always inform you as soon as possible about any change. If that happens you may:

11.1.1 accept the change; or

11.1.2 accept our offer of alternative travel arrangements of a comparable standard; or

11.1.3 cancel your booking, whereupon we will give you a full refund of all money paid.

- 11.2. We will not compensate you for minor changes outside our control. Examples are changes to flight times, aircraft type or different carriers.
- 11.3. Provided your final payment has been made we will cancel your travel arrangement only in circumstances where we have no choice but to do so.

12. If you have a complaint

Your point of contact during the Holiday will be:

Prem Kahtri or assigned guide from Ace the Himalaya, Nepal

If you have a problem during your Holiday it is most important that you immediately inform the relevant provider as well as our representative. If you complain only after you have returned home, we shall not be able to investigate and we no chance to resolve the problem - for your benefit and ours. If that happens, you may lose your right to compensation.

If you feel our representative has not resolved your problem, please write to us within 14 days of your return giving us full details of your Holiday and concise details of the complaint and any subsequent history.

13. Your financial protection

14. Booking without flights

- 14.1. If the Holiday Service you book with us does not include a flight then your Holiday will not be protected by the ATOL scheme. For Holidays without a flight, your travel arrangements are fully protected by (*FF insurance*)
- 14.2. We do not provide insurance for day trips or bookings for accommodation only.

15. Limitations on our liability

- 15.1. We want you to enjoy a perfect holiday with Ace the Himalaya UK Ltd We shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.

- 15.2. If we fail to provide the Holiday set out on our website or in our brochure and to which these terms apply, we may pay you appropriate compensation. We are not liable if any failure is due to:
- 15.2.1 your own carelessness or negligence in any aspect of your behaviour whilst on Holiday;
 - 15.2.2 medical emergencies;
 - 15.2.3 laws, culture and standards of service and behaviour in any country we may visit;
 - 15.2.4 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of your booking, for example changing a trekking itinerary due to weather or other conditions outside of our control such a civil unrest;
 - 15.2.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
 - 15.2.6 any other unusual and unforeseeable circumstances beyond our control;
 - 15.2.7 a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- 15.3. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
- 15.4. The services and features included in your booking are those specified in our website. If you choose to buy other goods or services during your Holiday, those are not part of our service, even if our representative helps you to buy or arrange them. Accordingly we are not liable to you for any happening in connection with that service or goods.
- 15.5. It is a condition of this contract that you take out a policy of travel insurance for every trip outside the UK. You alone are wholly responsible for arranging your insurance. The period of cover should start no later than the date you make your booking with us and should be suitable for the maximum altitude of the expedition you are taking part in and including helicopter rescue.

IMPORTANT WARNING

15.6. This is an adventure travel holiday, and our holiday destinations are often in remote areas, in under-developed countries, where events are less predictable than is usually the case in, for example, Western Europe or North America. The unexpected is the norm in these areas and, despite painstaking planning and organisation, our adventure holidays can never be taken for granted like regular holidays. Many of the places that we visit do not have the same quality of emergency health and safety services that we are used to in the developed world. Internal flights can be cancelled, road transport may be uncomfortable and unreliable, and hotels may not approach the standards we take for granted in Western Europe or North America.

IF YOU ARE NOT PREPARED FOR THIS, YOU SHOULD NOT TRAVEL WITH US

15.7. This unpredictability also means that the itineraries that we put forward for each of our holidays should be seen as statements of intent, rather than as contractual obligations. A variety of factors, including weather, transport difficulties and political instability, might dictate that we change any itinerary. We will make any changes that are necessary, after consultation with our local representatives and inform you at the earliest opportunity. Only rarely will such changes be significant, and we will always do everything within our powers to minimise the effects of the enforced changes. We cannot be held responsible for the results of changes or delays, irrespective of how they are caused.

16. Passport, visa and immigration requirements

It is extremely important that you obtain and carefully check travel and immigration documents required for each country you visit. You alone are responsible for obtaining required travel documents for your party. We do not accept responsibility for any delay or problem which may occur in this connection. If we have local representation at the time of any such problem, we will assist you as far as reasonably possible to resolve it. However, for the benefit of other people on that holiday, it will not be possible to delay or change travel arrangements or events which will affect others in the tour group.

17. Help we need from you

Your information pack will provide details about your chosen Holiday, but the following are contractual matters:

- 17.1. Most Ace the Himalaya UK Holidays require good physical fitness and appropriate footwear and suitable clothing. It is your responsibility to ensure you carefully read the itinerary and have prepared yourself physically. Most of the holidays we provide mean you should be prepared to walk for 5/6 hours a day, sometimes on uneven or slippery surfaces in mountain terrain.
- 17.2. The nature of many of our Holidays means that specialist clothing maybe required. At the time of booking we will issue you with a specific kit list. It is your responsibility to ensure that you have all of the kit on the list and it is worn appropriately.
- 17.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Holiday. If you require helicopter evacuation due to illness or for any other reason you may be asked to pay a deposit which will be reimbursed by your insurance company. Some insurance companies require you to contact them prior to booking an evacuation helicopter. It is therefore essential you issue us with the details of your insurance provider prior to your departure. Helicopter evacuation is not included in the cost of your holiday.
- 17.4. If at any time, it is our opinion (given by any of our staff or representative) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other member, we may exclude you from the programme for the remainder of the Holiday. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other travellers. If we need to remove you from an expedition any associated costs of such removal will need to be covered by you. If this results in your not being able to complete any aspect of the holiday you will not be entitled to a refund.

18. Terms and conditions of third party providers

Many of the services we provide, including options which may occur from time to time during your Holiday, are provided by third parties and not directly by us. Each has their own terms and conditions. Whilst the law provides that we

are liable to you in the round, for any failure connected with such a provider, our obligations do not cover every contractual term.

Accordingly, instances may arise where you have no redress, for example, in the purchase of locally produced goods. If our representative warns you of a possible problem, for example related to food, and you choose not to take that advice, then we are not liable for any problem which may arise.

19. Miscellaneous matters

- 19.1. Ace the Himalaya UK Ltd takes your privacy seriously and will only use your personal data in accordance with the Data Protection Act 2018 as fully described in Schedule 1 to this agreement.
- 19.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 19.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
- 19.5. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 19.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 19.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of the directors, officers, employees, subcontractors, agents and affiliated companies of a party, may be enforced under that Act.

19.8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

19.9. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the parties agree that any dispute arising from it shall be litigated only in that country.

Schedule 1: Privacy notice

The following information constitutes our privacy notice.

In this Schedule, "we", "our", or "us" refers to Ace the Himalaya UK Ltd and "you", "your" refers to the lead-named person on the booking details all persons on whose behalf a booking is made.

You can contact us by e-mail about privacy at info@acethehimalaya.co.uk

Introduction

1. This is a notice to inform you of our policy about all information that we record about you. It sets out the conditions under which we may process any information that we collect from you, or that you provide to us.
2. We take seriously the protection of your privacy and confidentiality. We understand that you are entitled to know that your personal data will not be used for any purpose unintended by you, and will not accidentally fall into the hands of a third party.
3. We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.
4. Except as set out below, we do not use, share or disclose to a third party, any information collected under this contract or otherwise.

1. Definitions

In this Schedule, the following words shall have the following meanings:

"Act"	means the Data Protection Act 2018.
"Data Protection Legislation"	means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act, (d) regulations made under the Act (e) regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or the Law Enforcement Directive.
"the GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of

personal data and on the free movement of such data (General Data Protection Regulation).

"the applied GDPR" means the GDPR as applied by Chapter 3 of Part 2 of the Act.

"Law Enforcement Directive" means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.

"data controller", "data processor", "data subjects", "personal data", "process", "processed" and "processing" shall have the meanings respectively, as defined in the Act. Note that "process" and "processing" are defined to include simple events like receiving data into our system, or storing it. Processing is not limited to "doing something with it".

In this agreement, "personal data", is limited to data which comes into our hands in some way connected to the terms and conditions of your booking.

2. Data Protection

- 2.1. The obligations described in this Schedule are in addition to our obligations under the Data Protection Legislation.
- 2.2. Under the Act, we are obliged to inform you what personal data we hold about you, or may hold at some future date. We must tell you how we propose to use that data and give you other information.

3. What data we may process in each category

We shall process this basic personal data:

- 3.1. your name, age, personal address, private email address.
- 3.2. telephone number
- 3.3. passport data

- 3.4. all other information you gave to us.
- 3.5. all data which comes to the attention of any of our representatives or other staff whom you may contact for any reason.
- 3.6. financial information processed through the banking system.
- 3.7. information supplied to us by a third party.
- 3.8. information relevant to the performance of your contract.
- 3.9. technical information relating to electronic communication, which is personal information only when associated with the name or identity of the data subject.

4. The bases on which we process information about you

The Data Protection Legislation requires us to determine under which of six defined grounds we process different categories of your personal information, and to notify you of the basis for each category. We mention three categories below. The others are not relevant to your contract.

If a basis on which we process your personal information is no longer relevant then we shall immediately stop processing your data.

If the basis changes then if required by law we shall notify you of the change and of any new basis under which we have determined that we can continue to process your information.

Information we process because we have a contractual obligation with you

When a contract is formed between you and us, in order to carry out our obligations under that contract we must process personal information.

We use your information in order to provide you with our services under that contract.

We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

We shall continue to process this information until the contract between us ends or is terminated by either party under the terms of the contract.

Information we process with your consent

Only when you have given us explicit permission to do so, do we process your personal information under the basis of consent.

We continue to process your information on this basis until you withdraw your consent or it can be reasonably assumed that your consent no longer exists.

You may withdraw your consent at any time by telling us. However, if you do so, you may not be able to use our services further.

Information we process because we have a legal obligation

Sometimes, we must process your information in order to comply with a statutory obligation.

For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

This may include your personal information.

5. Specific uses of information you provide to us

Booking and pre-booking enquiries

We use your personal information to arrange, process and confirm your booking and to answer any pre-booking enquiry you may have. While making your travel arrangements we will need to disclose personal data to the suppliers of the services which are part of your booking.

Communicating with you

When you contact us, whether by telephone or by e-mail, we collect the data you have given to us in order to reply with the information you need.

We record your request and our reply in order to increase the efficiency of our business.

We keep personally identifiable information associated with your message, such as your name and email address so as to be able to track our communications with you at a later time.

Dealing with complaints

When we receive a complaint, we record all the information you have given to us.

We use that information to resolve your complaint.

If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for

our sole discretion as to whether we do give information, and if we do, what that information is.

If we think your complaint is vexatious or without any basis, we shall not correspond with you about it.

We may compile statistics from information relating to complaints to assess the level of service we provide, but not in a way that could identify you or any other person.

6. Management of your information

Access to your personal information

At any time you may review or update personally identifiable information that we hold about you.

To obtain a copy of the information we hold about you, please contact us info@acethehimalaya.co.uk

After receiving the request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

Removal of information

If you wish us to remove personally identifiable information from our record, you should contact us at info@acethehimalaya.co.uk

If you do so we have no alternative than to treat your request as notice to terminate this contract. If that happens, termination will accord with the provisions in this contract.

All provisions in this contract relating to termination, express and implied, will follow.

Verification of your identity

When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

7. Post termination

7.1. Physical goods of yours, which we necessarily hold as part of our contractual relationship are not personal data and are not affected by the Act.

- 7.2. Upon termination of our agreement with you, we and any contractual data processor will:
 - 7.2.1. delete all your personal data from our electronic records by some method which prevents future re-activation of that data.
- 7.3. We shall not destroy or delete all your data and retain such personal data for six years, for these reasons:
 - 7.3.1. for accounting and taxation purposes;
 - 7.3.2. to provide evidence if required in connection with a legal claim;
 - 7.3.3. for any other reason where the law provides a six years limitation period;
- 7.4. If any event occurs which requires us lawfully to continue to retain data beyond that period, then we may do so.