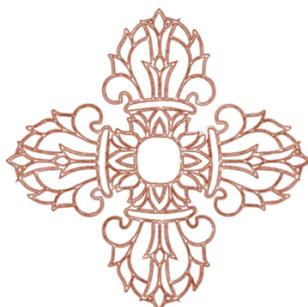


Himalayan Hermitage

Waiver & Release



TERMS & CONDITIONS

You are registering to go on a journey with Himalayan Hermitage, a Hong Kong registered company. Himalayan Hermitage's Co-Founders Sisse and Alex d'Artois are traveling through Nepal during the spring and autumn seasons and are otherwise traveling elsewhere throughout the year. The address for Himalayan Hermitage is: Himalayan Hermitage Limited, Room 1701, 17th Floor, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong. They can always be reached directly on WhatsApp Id: (+977) 9813519458.

In every country/location where Himalayan Hermitage operates their journeys, they work in collaboration with their local travel agent partners: *Summit Treks* and *Tiger Tops* in Nepal, *Blue Sky* in Bhutan, and *Roof of the World* in Tibet. Himalayan Hermitage keep a high quality standard by employing facilitators that are well versed in 'Buddhist Studies' (philosophy, history, and language) to guide their journeys. These facilitators also have had a daily meditation practice for at least 5 years. The idea of 'pilgrimage' here is of an introspective and non-religious inclination where Himalayan Hermitage's aim is to provide everyone of all faiths and cultures access to the rich wisdom traditions of the Himalayas.

It is a fundamental condition of booking that you acknowledge that this is a 'journey' that you are about to embark on. This requires the participant's emotional capacity and responsibility in being flexible as the contemplative aspect during a journey may bring up temporary yet undesired states and/or insights. This is the nature of this kind of a travel experience and why it is labeled as a journey. Also, you may be exposed to physical risks greater than in everyday life such as: being in high altitude, traveling and hiking in the Himalayan foothills, natural disasters, etc. You must sign the TERMS & CONDITIONS and WAIVER & RELEASE as part of the registration and you will be bound by the conditions of both the TERMS & CONDITIONS and WAIVER & RELEASE.

IMPORTANT: Please do NOT book any international flight tickets UNTIL you have received direct communication from Himalayan Hermitage that the journey is taking place.

BOOKING REQUIREMENTS

Completion of the BOOKING FORM

A DEPOSIT of \$500 or \$750 or the full payment for the 'Weekend Pharping Pilgrimage' (please see your specific journey for price/deposit details).

WAIVER & RELEASE and TERMS & CONDITIONS – Acknowledgment: By checking (clicking) the box, on the second-step (bottom of the Legal Details section) of the three-step BOOKING FORM, you acknowledge that you have read, accepted, agreed to, and fully understood all the terms and conditions of both the 'WAIVER & RELEASE' and the 'TERMS & CONDITIONS' respectively.

PAYMENT SCHEDULE

Only for the 'Weekend Pharping Pilgrimage' is the full payment due at the time of registration. For this journey the following two points do not apply.

DEPOSIT: The deposit is due at the time of booking

BALANCE PAYMENT: The full balance of the payment is due no later than 90 days before the starting date of the journey (unless booking last minute, which is generally not a problem – please inquire with Himalayan Hermitage about this). After filling out the BOOKING FORM and paying the deposit you will be sent an email with a payment procedure which outlines how to transfer the balance of your payment into Himalayan Hermitage's bank account.

CANCELLATION POLICY

Himalayan Hermitage **STRONGLY** advises purchasing TRAVEL INSURANCE along with the required TRAVEL MEDICAL INSURANCE when booking a journey in case of changes in plans, family or personal emergencies, pandemic or medical issues, etc. Himalayan Hermitage almost never cancels a journey, but in certain circumstances such as last minute cancellations by journey participants, unstable political situations, pandemics, or other natural disasters beyond their control, Himalayan Hermitage may be forced to cancel a journey.

Please find Himalayan Hermitage's refund and cancellation policies below. Note that Himalayan Hermitage is lenient with their refund policy as in the rare event of cancellation their aim is to keep you as a participant on another journey!

FULL REFUND if the journey is cancelled 6 months (180 days), or more, prior to the starting date of the journey MINUS any costs incurred (such as: flight cancellation fees, permit fees, hotel booking fees, banking fees, turning others away from a journey, etc).

50% REFUND if the journey is cancelled between 3-6 months (91-179 days) prior to the starting date of the journey (same conditions as above). *Please see COVID-19 exceptions below

NO REFUND if the journey is cancelled within 3 months (90 days) of the starting date of the journey (same conditions as above). *Please see COVID-19 exceptions below

These 3 points above are the policy during the case in which you (the participant) withdraws/cancels your registration/participation in the journey or in the case in which Himalayan Hermitage is forced to cancel the journey. The deposit as well as the full balance of whatever payment has been made to Himalayan Hermitage is included in the policy described in these 3 points above.

***COVID-19 EXCEPTIONS:** If you (the participant) can prove that you can not travel because you have contracted the COVID-19 virus or if your country, or the countries you are traveling through, have any travel restrictions due to the COVID-19 pandemic that will not allow you to travel to Nepal, then you will be refunded in full MINUS the deposit and any costs incurred (such as: flight cancellation fees, permit fees, hotel booking fees, banking fees, turning others away from a journey, etc) for a cancellation that is made between 6 months or less (0-179 days) before the starting date of the journey. If you (the participant) contracts COVID-19 during the journey, then you will need to follow the rules and regulations of the country that you are in for quarantine and managing your recovery. Please see the below section on compulsory Travel Medical Insurance which will need to cover any costs for COVID-19 related medical expenses. We strongly recommend Travel Insurance to cover unforeseen travel costs as Himalayan Hermitage will not be able to refund you after the journey has began.

Himalayan Hermitage never plans to cancel any journey, but reserves the right to do so due to unusual or unforeseeable circumstances or circumstances that might affect their ability to manage risks including, but not limited to, pandemics, natural disaster, political unrest, political border closures or war. IF Himalayan Hermitage cancels the journey due to one of the above reasons, they will fully refund payments minus the deposit and any costs incurred (flight cancellations, permits, etc). Deposits can be transferred to another trip, either during

the same year or another year. IF Himalayan Hermitage offer an alternative journey and you choose not to join, Himalayan Hermitage reserves the right to keep the journey deposit (but again, are lenient with returning deposits). In the event that Himalayan Hermitage is forced to cancel the journey due to not having enough registrations they will refund the payment in full, including the deposit (minus any costs incurred such as: flight cancellations, permits, etc). In any case Himalayan Hermitage shall not be liable to refund any additional expenses that you may have incurred (such as medical or travel insurance, visas, vaccinations and/or other incidental costs).

TRAVEL MEDICAL INSURANCE

To partake on a journey with Himalayan Hermitage you MUST purchase travel medical insurance. This is non-negotiable. If you arrive without having purchased travel medical insurance then you will not be accepted to attend the journey. This insurance needs to include trekking or travel over 4000 meters (10,000 feet) in the country or countries where you will be traveling, emergency medical expenses, helicopter evacuation, and emergency repatriation. Your travel medical insurance will also need to give you FULL coverage for any medical expense related to COVID-19.

Himalayan Hermitage's website gives information and conditions relating to the journey and are deemed to be part of the contract, and so you should be fully aware of their contents. However, the itinerary is an indication of what the group should accomplish, but not a contractual obligation. Changes may be made because of exceptional weather, flight cancellations, sickness or other unforeseeable circumstances. No refunds are given for unused services except in special circumstances (discuss privately with Himalayan Hermitage).

All information and advice provided (medical insurance suggestions, flights, vaccinations, climate, trekking equipment, visas, hotels, etc.) is given in good faith, but without responsibility by Himalayan Hermitage.

You agree to abide by the authority of the leader who is the Himalayan Hermitage facilitator.

If you have a complaint that cannot be dealt with immediately, or you are not satisfied with the response, please notify Himalayan Hermitage in writing within 10 days of the journey completion. Himalayan Hermitage shall try to agree on a settlement. This process shall be governed by the laws of the country in which the trip takes place.

Lastly, please keep in mind:

You will be traveling with a group, so please be aware that your attitude will have an effect on the atmosphere that you will be sharing with others. Please bring with you your openness of heart and mind, willingness for adventure, and curiosity in learning about other cultures and ways of life on the journey. These are the necessary ingredients needed to have a deeply fulfilling journey.

The Himalayas await you!