

**TIGER MOUNTAIN (P) LIMITED – TERMS AND CONDITIONS OF TRADE –  
Version VI updated October 2012**

For a full definition of terms used in this agreement, refer to Glossary at the end.

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## **Bookings**

### **Name Lists – Information Required:**

Name lists for groups and individuals (FITs) must provide the name, age and nationality of each person. In addition any special requests, dietary requirements or medical conditions must be supplied along with arrival and departure details. The company will not be responsible for any consequences arising from failure to disclose any medical condition.

### **Name Lists – Due Date:**

Name lists must be provided 45 days before the arrival date or at the time of booking if booking less than 45 days prior to the arrival date. Until the required information is provided any booking will be held on provisional basis only and may be displaced by another confirmed booking providing the required information.

### **Tour series booking – Advance booking:**

Reservations for tour series will be accepted up to 3 years in advance.

### **Tour series booking – Release of provisional bookings:**

Where another agent or customer provides a name list for dates clashing with a provisional booking, the agent or customer who first provides the full name list will secure confirmed status. Every effort will be made to contact the agents in the event of conflicting bookings. Where two agents provide name lists for conflicting dates at the same time, the provisional booking first made will take precedence.

### **Cancellation:**

The following cancellation fees will apply (or any other fee prevailing at the time of cancellation):

Cancellation more than 60 days prior to arrival will incur a full refund

Cancellation less than 60 and more than 30 days prior to arrival will incur a cancellation fee of 50%.

Cancellation less than 30 days and more than 15 days prior to arrival will incur a cancellation fee of 75%.

Cancellation less than 15 days prior to arrival will incur a cancellation fee of 100%.

## **Booking Status**

### **Provisional/ Confirmed Bookings:**

All bookings will be held as provisional until a name list is provided with an official reservation request or voucher from the agent. Once a name list containing all required information is provided and acknowledged, bookings will be held as

confirmed. Confirmed bookings are subject to cancellation charges as noted in these Terms & Conditions.

## **Payments**

### **Deposits:**

A deposit of up to 50% of the booking cost may be charged 45 days prior to arrival date or, if the booking is made less than 45 days prior to arrival date, at the time of booking. Receipt of a deposit will secure confirmed booking. Deposits are refundable in accordance with the cancellation charges in Clause 1.5. A pro-forma invoice will be issued for the collection of deposits. Short notice bookings (less than 15 days prior to arrival) will be subject to full payment in advance.

### **Method of Payment:**

All payments are to be made on a cash basis unless specific credit terms have previously been agreed in writing. Payment by MasterCard and Visa is accepted. The Company reserves the right to levy a surcharge for credit card payments. Pro-forma invoices will be issued for payment prior to the customers' arrival at the Lodge. At least 5 working days for clearance of local bank company cheques and 45 days for clearance of foreign company cheques into our account prior to their customers' arrival.

All charges relating to clearance of cheques or fund transfers will be chargeable to the remitter. Likewise all company outward remittance charges will be borne by the recipient.

The company reserves the right to levy a surcharge on payments by cheque drawn on foreign banks.

Tax invoices will be issued on the day of departure of the customer.

### **Credit payment conditions:**

Credit terms must be applied for in writing by the senior officer of the applicant's company. Credit terms will only be provided to companies with a proven record with the company. Credit terms will include permitted period of credit and maximum amount at any time.

Breach of conditions will incur interest charges or removal of credit terms at the sole discretion of the company.

### **Late payment charges & default:**

Late payments will incur interest charges at three percent over the company banker's base rates.

Outstanding dues payable by an individual or company to the company will remain payable and the liability for payment will devolve to their successors,

assigns, executors, transferees or any other entity succeeding actually or notionally to the liability of the original debt.

**Statements:**

The company will prepare fortnightly or monthly statements of account that will be sent by e-mail.

Statement errors or omissions must be notified and received in writing within thirty (30) days of statement date otherwise the statement will be deemed correct.

**Discounts:**

**Tour Leader:**

Rates for Tour Leaders, Guides, Escorts, etc. will be published with the company's rate sheet. Tour Leader accommodation will be as for customers (guests) on a space available basis, otherwise staff or other accommodation will be provided.

**Infants and Children:**

Infants from 0 to 3 years of age inclusive will be free of room charge as long as they share a room with adults or elder siblings.

Children from 4 to 11 years of age inclusive will be entitled to a 50% discount on room charge.

**Group Discounts:**

With 10 full paying customers in a bona fide group, one additional customer at 50% discount.

With 15 full paying customers in a bona fide group, one additional customer at 100% discount.

Additional multiples thereof for large groups.

No group discount is available on discounted rates.

**Special Discounts:**

For additional discounts to standard rates and discounts, application must be made to the Managing Director – telephone agreements will be confirmed by return e-mail or letter. Special discounts will only be entertained on justification – for example business volume, special interest or charity group, familiarisation tour, etc.

**Surcharges & Refunds**

Where guests alter their bookings at short notice and of their own volition there will be no liability on the company to refund any portion of the stay. Amendments of bookings at short notice or for reasons beyond the control of the company will not be liable for refund.

Extension of bookings will be subject to surcharge at rates to be agreed at the time of amendment.

## **Rates**

### **Rate period:**

Rates will be issued in advance for the Gregorian calendar year.

### **Rate calculation:**

Rates are denominated in United States Dollars. Rates will be promulgated per person per night exclusive of all service charges, government taxes, fees, surcharges, etc., which will be additional at the prevailing rate at time of invoice and subject to change without prior notice.

Rates do not include bar, communications and laundry or similar charges nor charges for those activities that may be subject to surcharge. All these will be payable prior to departure by the guests unless prior agreement has been obtained in writing or by e-mail. The company reserves the right to require guests to clear all extras bills at any time during their stay, on demand.

The company reserves the right to amend its rates at any time and to impose surcharges without prior notice in circumstances deemed exceptional at the sole discretion of the company. Where such rate changes or surcharges occur, the company will take all reasonable efforts to notify agents.

The company may offer special rates based on specific terms and conditions agreed in writing or by e-mail.

### **Additional Conditions:**

The company reserves the right to offer special rates, discounts, etc., with attached special or additional conditions that will be deemed to attach to and form part of this agreement, in exclusive respect of the specific arrangements made. The company makes no implicit or explicit undertaking to any specific agent or customer with regard to the rates offered in respect of but not limited to the right to offer other agents or customers diverse rates.

The company reserves the right to change rates and services provided without prior notice, particularly due to circumstances beyond the control of the company or its employees.

In the event of change in rates or services, the company may at its sole discretion provide a refund, credit note or other offer.

## **Services**

### **Accommodation:**

Accommodation will be provided in guest rooms all of which are supplied to national standards for tourist lodges. Accommodation is on twin-sharing basis and single supplements may be levied for single occupancy requests at the sole discretion of the company.

The company reserves the right to refuse admission and to eject anyone causing a disturbance or for any other reasons without explanation or refund.

The company reserves the right to take any action against any customer or other person on the premises that abuses any employee of the company or other customer or individual.

### **Meals:**

The rate, unless specifically exempted, includes breakfast, lunch, dinner and also bar snacks, non-bar hot beverages (tea, coffee, hot chocolate and similar) on request. Light refreshments such as sandwiches, etc., are generally not charged for resident guests, but may be subject to charge for non-resident guests. Meals are table d'hote basis, normally comprising a changing daily menu for breakfast, Nepali buffet lunch and a served, continental three-course dinner with a daily changing menu. Vegetarian and special diet requests will be accommodated on prior request. The kitchen is happy to entertain any special favourite meals, birthday meals / cakes, etc., on request. Picnic lunches will be provided on request. The company reserves the right to charge extra for special meals or culinary services.

No refund is given for meals not taken.

### **Activities:**

A range of walks, escorted by trained guides are available from 1 hour to whole day walks. Generally, the services of guides and walks where no transport is used are included in the rate for resident guests. Charges will apply for non-resident guests and be subject to priority being given to requests by resident guests.

Arrangements for escorted and unescorted sightseeing and a range of other activities can be organised on request of the guests or their agent.

The company may charge guests for certain activities and for transport related to the same.

The company makes no undertaking and provides no indemnity whatsoever for activities undertaken by customers that are not operated by the company.

The company operates in a remote mountain environment and makes no undertaking and provides no indemnity whatsoever for accident, injury or any other perceived or actual harm incurred by the customer in respect of accommodation, meals, activities or other services provided by the company.

### **Arrival & Departure Transfers:**

The company will generally provide arrival and departure transfers from / to Pokhara Airport. Other locations for arrival or departure transfers must be agreed in advance by the company. Transfers from or to more remote locations in Pokhara may be subject to additional charge. Guests arriving by their own surface transport are expected to drive directly to the Lodge.

The company reserves the right to levy an additional charge for the provision of arrival and departure transfers. Where the company provides a free transfer facility, there is no refund for those customers not availing themselves of the facility but using other arrangements.

### **Extras:**

The company will entertain special requests, such as provision of birthday cakes, special gifts, etc., on prior notice.

Additional charges may be levied for such extra services.

### **Damage to Property:**

The company will not be liable for any loss or damage to guests property, howsoever caused.

The company reserves the right to charge for any loss or damage to company property caused by guests or their agents, representatives or affiliates.

## **Legal & Contractual**

### **Conflicts with other agreements:**

The company reserves the right to enter into specific agreements with agents. Unless noted explicitly in any specific agreement with agents, the terms of this agreement will be deemed to take precedence and to prevail in the event of any conflict between this and the specific agreement.

### **Proper Law and Jurisdiction:**

This agreement will be governed by the laws of the Federal Democratic Republic of Nepal and the Courts of Nepal will have sole jurisdiction in the interpretation and judgement of this agreement.

**Effective Date & Application:**

These amended terms and conditions come into force immediately. These terms are binding on all agents and individuals utilising the services of the company, irrespective of receipt of these terms in print or electronic form. All agents and individuals will be deemed to know and consent to these terms.

**Corporate Information:**

Tiger Mountain (P) Limited is the independent owner and operator of Tiger Mountain Pokhara Lodge, whose registered office is located at Kandani Danda, Lekhnath NP Ward #5, Kaski District, Nepal. The company's registered number is 3790/046/047. The company's Tax registration number is 300013760.

"The Company": Tiger Mountain (Pvt.) Limited has the registered trade mark "Tiger Mountain".

**Glossary**

"The Lodge": Tiger Mountain Pokhara Lodge – wholly owned by the company.

"Agent": any organisation or individual that acts as an intermediary between the company and the customer.

"Customer": any individual or group of individuals who use the facilities of the lodge for day visits or overnight accommodation.



## **Amendments**

### *Version IV*

- Amendments to terms of arrival and departure transfers
- Amendment of the name of Nepal in proper law and jurisdiction
- Clarification to text of Rate Calculation
- Amendment to Meals
- Amendment to Special Discounts
- Amendment to Statements
- Amendment to Cancellations
- Addition of Effective Date

### *Version V*

- Clarification of group discounts on discounted rates
- Minor grammatical amendments

### *Version VI*

- Minor grammatical and technical amendments
- Change to charging for non-resident guests for activities
- Change to Extras bills payment by guests
- Change to Effective Date
- Change to Late Payment terms and Default

### *Version VII*

- Amend costs for outward remittances by company to be paid by recipient
- Reserves right to charge extra for special culinary services
- Name List information required
- Name List due dates
- Infant Accommodation
- Minor grammatical and technical amendments
- Added Damage to Property
- Added Corporate Information