



## Terms and Conditions

### Your contract

The contract is between The EYHO Tours (“the Company”) and the client, unless specified at time of booking through express written advice, in which case the terms and conditions of tour operator will apply. The client is any person who travels or intends to travel on any tour arranged or operated by the Company. The contract, and all matters arising from it, is made in accordance with the Booking Conditions and is subject to Canadian law and the exclusive jurisdiction of the Canadian Courts.

### To make a booking

The Company requires a completed and signed booking form and a per person deposit of \$800 or 30% of the total tour price whichever is greater. Depending on the nature of the holiday a larger deposit may be required. Full payment is required at the time of booking if this is made less than 8 weeks before departure. The person who signs the booking form on behalf of a group warrants that he or she has full authority to do so on behalf of each person whose name appears thereon, and confirms that all such persons are fully aware of and accept the terms and conditions. A booking is accepted from the date the Company issues a confirmation invoice, and it is at this point that the contract comes into existence. This is applicable for clients who book in person, by post, by e-mail, by telephone or by facsimile. The Company reserves the right to decline any booking at its discretion.

### Payment

The final balance is due 8 weeks prior to departure and in the case of non-payment, the Company reserves the right to treat the booking as cancelled and cancellation charges will apply. Cheques should be made payable to EYHO Tours Inc. Other options for payment will be provided individually.

### Cancellations

#### **If the client cancels:**

Charges are calculated from the date the Company receives written notification of your cancellation, or the date upon which cancellation is deemed to have occurred because of non-payment. Charges are based upon a percentage of the total tour price (excluding flights) as shown below.

#### Cancellation policy

More than 120 days before departure: full refund less \$100 admin fee

Less than 120 days before departure: deposit is non-refundable

80 – 60 days before departure: tour cost is 40% non-refundable

59 – 45 days before departure: tour cost is 60% non-refundable

44 – 29 days before departure: tour cost is 90% non-refundable

Less than 30 days : 100% non-refundable

Refunds cannot be made for domestic flights. The Company reserves the right to retain an administration fee of USD 100.

In the event of discrepancy between registration form and the policy stated above, the registration form policy will prevail.

#### **If the Company cancels:**

The Company reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 8 weeks prior to departure except in cases of force majeure or the client's failure to pay the final balance. If the client fails to pay the final balance, the Company will treat the tour as cancelled, and cancellation penalty will apply as above.

Please note: Specific terms may apply to each tour. In case of discrepancy, terms and cancellation policy stated on registration form will apply.

### Changes

If you wish to change booking once the deposit has been paid and the confirmation issued, we will do our best to accommodate you. An administration fee of USD100 per person per booking will apply. Any additional costs incurred will also be charged.

The Company reserves the right to make minor changes to the tour (including accommodation, transport or services), but will notify the client of changes as soon as possible. If a significant change is considered advisable or necessary, the client will have the choice of accepting the changes (at additional cost if applicable), or cancelling the tour with a full refund. No compensation is payable due to force majeure.

### Force Majeure

The Company cannot accept any liability or pay any compensation due to circumstances beyond our control which neither we nor our suppliers could foresee or forestall even with all due care. This includes war or threat of war, civil riots and unrest, industrial disputes, natural disaster, bad weather, and terrorist activity.

### **COVID-19 Cancellation and Rebooking Provisions**

All tours until end **April 2022** will operate under following amended terms:

We are committed to safeguarding your position by:

- Full refund up to 60 days prior to tour start date less USD 100 admin charge
- Between 60-30 days: Rebook any E.Y.H.O. tour up to and including 2022 with no penalty. Transferable to family member or friend.
- Cancel 59-30 days prior: tour cost is 60% non refundable. No refunds on internal flight/train booking + admin fee USD 150
- Cancellation between 29 days prior tour start: We would like to refund your cost. However, during this period, suppliers will have been paid and a change in group numbers will affect others. We cannot offer refunds for cancellations during this time frame. Exception: upon proof of positive COVID test, rebooking option applies
- Please note, you are responsible for personal travel health and cancellation insurance. Under the laws of Ontario and T.I.C.O., the Company is not responsible for your personal insurance. You are required to carry travel health and cancellation insurance.
- We reserve the right to cancel the tour with notice in writing in the event of minimum numbers not being met, force majeure, and E.Y.H.O.'s inability to deliver the tour safely based on circumstances at that time. In this event, a full refund of contracted tour costs will be made. We cannot accept liability for international travel costs to and from destination, nor other associated costs that you might bear.
- Individual provisions apply to Kashmir tour: due to the politically volatile nature of this region, E.Y.H.O. reserves the right to reroute to Ladakh-Leh up to start date in order to safeguard our travellers. Costs may increase by up to 30% for this portion of the tour.
- Travel insurance is mandatory. You are responsible for carrying adequate trip cancellation insurance that covers you should you cancel as well as health insurance for entire duration.
- Proof of full COVID19 vaccination is mandatory for participation. Lack of proof of vaccination will constitute as cancellation on your part. See below.
- While we will supply guidance on Covid-related entry requirements, traveller is responsible for confirming the accuracy of any government guidance, restrictions, or requirements.

**For tours beyond April 2022, an assessment to reinstate Covid-19 terms and conditions will be made in accordance with worldwide travel situation. In the absence of such an assessment, all tours beyond April 2022 will revert to operation under normal terms and conditions, including normal cancellation policy.**

### Surcharges

Prices quoted are in USD at the applicable rate of exchange at the time of booking. The client will be advised of the rate of exchange used.

Surcharges can sometimes result from government action, currency fluctuations, transportation and fuel costs, and overflying charges, or if group size changes materially. If surcharges should increase the total tour price by more than 7%, the client may cancel the booking within 14 days of receiving notification of the surcharge and receive a full refund less administration cost USD 100 and any train/internal flight bookings.

### Complaints

We hope we can settle complaints amicably. If you do have a complaint, please tell our local representative at the earliest opportunity and they will do their utmost to resolve the matter. Failure to do so may result in a delay in investigating and resolving the complaint. If your complaint cannot be resolved locally you must inform us in writing within 28 days of your return. Any complaint received after this time will be considered invalid.

### Participation

Clients' bookings are accepted on the understanding that the client understands the potential risks of travel including injury, disease, inconvenience and loss of or damage to property. No refunds will be given for services not utilised. Clients must agree to abide by the decisions of the Company's local representatives and tour leaders (where appropriate) whilst on a tour with the Company. If in the opinion of our local representative client's behaviour or health appears likely to cause danger or distress to others, we reserve the right to ask you to leave the tour and no refund or compensation will be made. You must advise us at the time of booking if any medical or other condition may affect your tour, or if you have any special needs.

### Our responsibilities

The Company endeavours to ensure that all services and facilities are provided with reasonable care and skill, and we are responsible for the proper performance of our obligations under the contract. Any arrangements you make independently of the Company are entirely at your own risk.

### Passports, visas and vaccinations

Clients must be in possession of a travel document or passport, valid for at least 6 months after the date of return from the tour. The Company will inform you if visas are likely to be required, and it is your responsibility to obtain them in good time. It is also the clients' responsibility to obtain any necessary vaccinations and certificates. Information about these matters or related matters such as climate, clothing, special equipment or baggage is given in good faith but without responsibility on our part.

### Travel Insurance

Clients are responsible for arranging their own insurance. The insurance must provide cover for everything you wish to do on your tour and all activities you may wish to participate in, and must also include cover for medical expenses, injury, death, repatriation, cancellation and curtailment. The Company is entitled to see documentary evidence of appropriate travel

insurance. If the client fails or does not agree to provide such evidence, the Company reserves the right to cancel the contract by written notice to that effect.

## **Travel Insurance during Covid**

Travel protection is mandatory for all our travelers and should be taken out at the time of booking.

You must provide your travel insurance policy number and the insurance company's 24 hour emergency contact number on the first day of your trip; you will not be able to join the trip without these details. If you have travel insurance connected to your credit card or bank account, please ensure you have details of the participating insurer, the insurance policy number and emergency contact number with you rather than the bank's name and credit card details.

We also strongly encourage the purchase of additional Cancel for Any Reason Coverage. Travel Protection Plans including cancel for any reason coverage must be purchased in close conjunction with your travel purchase, so you should contact your insurance agent as soon as possible after booking.

E.Y.H.O. is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. E.Y.H.O. cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Here are resources past travellers have used. Please note – does not constitute an endorsement on our part.

<https://www.americanvisitorinsurance.com/international-travel-insurance-for-coronavirus-covid19.asp>

<https://www.worldnomads.com/ca-en/>

<https://www.allianztravelinsurance.com/>

Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. E.Y.H.O. cannot be held responsible for denied entry if a traveler is unable to provide details to authorities of insurance or denial of entry for any reason. Failing to purchase an adequate travel protection plan could result in the loss of your travel cost and/or require more money to correct the situation. You also acknowledge that without adequate coverage, there may be no way to recoup any losses, costs or expenses incurred.

If you choose to travel without adequate coverage, E.Y.H.O. will not be liable for any of your losses howsoever arising, for which adequate trip protection plan coverage would otherwise have been available.