

## **Terms & Conditions**

### **1. Conclusion of the travel-contract**

The booking is an obligatory offer for the conclusion of a travel-contract with the inclusion of the terms and conditions. The booking can be legally valid just in written form (mail counts, too). For Yangla Tours the travel-contract is only legally valid, when the reservation-form on the website is filled in..

### **2. Payment**

With the conclusion of the contract 200,- Euro are due for partial payment per member of the travel-party. The rest of the payment has to be paid 4 weeks prior to departure.

### **3. Service- and Rate-changes**

The travel-agent can increase the rate only, when this is mentioned with exact data for the calculation of the new rate in the contract and the increase of the transportation-costs, the royalties for special services as harbour- or airport-taxes or a drastic change of the changing-rate has to be allowed for. In case of service-changes before the starting of the tour, which would change the character of the tour a lot, the client is allowed to return from the contract within 10 days after the information without any costs.

Mistakes and typing-errors as well as changes in the itinerary and in the rate cannot be avoided always. Until 3 weeks prior to the starting of the tour Yangla Tours is allowed, to change the described and confirmed rates out of important and unforeseen reasons (exchange-rate, taxes, kerosin up/down to 8%). If such a change is higher than 9% of the tour-rate, the client is allowed to withdraw from the contract within 10 days after being informed without any costs. The rates correspond with the printing.

### **4. Cancellation of the client**

The client can cancel anytime before the starting of the tour by sending a written explanation. Relevant is the date of the cancellation at Yangla Tours (Mail can be used – but the client has to insist on a response). In case of a cancellation, non-appearance or if the client has to be excluded of the tour due to wrong or missing travel-documents, Yangla Tours has the claim of an adequate compensation. For cancellation and non-appearance Yangla Tours charges all inclusive:

- until 60 days prior to starting the tour 10% of the rate
- until 30 days prior to starting the tour 30% of the rate
- until 15 days prior to starting the tour 50% of the rate
- until 2 days prior to starting the tour 60% of the rate
- until 1 day prior to starting the tour 100% of the rate

Authoritative for the cancellation-due date (and the amount of the cancellation-fees) is the date of the post-stamp (or the mail-sender-date). If the client doesn't start the tour without cancellation, the full rate has to be charged. Is the client forced to interrupt the tour ahead of schedule, s/he has no claim of refund. The same applies in case of an injury or sickness. To avoid these costs, Yangla Tours recommends a travel-insurance.

### **5. Cancellation in case of drop out of the tourleader (just for grouptours)**

In case of illness of the in the description mentioned tourleader or other reasons so that s/he can't lead the tour, Yangla Tours seeks for a substitute. If none is found, the tour has to be cancelled. In this case all already paid money will be paid back.

### **6. Limitations of Liability**

Yangla Tours guarantees for damages, which are not physical injuries, only until triple of the rate as long as the damage was not done neither wilful nor grossly negligent and as long as Yangla Tours is responsible for the damage due to a mistake of a service provider.

## **Additional applying travelinfos/-conditions**

### **Generally**

We want to alert you before starting your tour regarding special dangers due to walking, trekking and car drives etc. in remote areas, high altitude mountains or deserts etc. (Please understand this similar to the package insert

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of medicals as an illustration eventualities). Similar to the Alps it can happen that there will be special situations of danger: sudden changes of weather, falling rocks, floods, injuries etc. On top of that in the high altitude areas one might suffer from acclimatistion, the stress for the blood-circulation and unusual exertions and temperatures. Some tours takes the travellers in special remote nature areas so that in case of an accident, it will take longer to get help from outside – sometimes even that is not possible.

### **Personal responsibility/State of health**

The participation happens on one's own risk with a special awareness of the special dangers. Despite our obligation of information by law , our clients are responsible of the observance of all passport-, visa-, currency-, customs-, and health-regulations same as for the sufficiency of the travel-documents and their equipment. If you have special disabilities or are unsure about your health condition, please consult the doctor. Fulfilling the in the character of the tour explained requirements for the fitness is in the responsibility of the client. I like to mention, that for interrupting the tour, there is no obligation to payback of a service.

### **Adventure character**

Trekking-, expedition- or walking-tours are catalogued as „tours with special risks“ in the sense of the terms and regulations. The character of a Trekking-, expedition- or walking-tour demands due to special conditions maybe changes of the original itinerary (weather, road- and trailstategouvernmental arbitrariness, technical afflictions, etc.) This concerns especially the transport (changes of flight-plan, temporary deficits of transport, vehicle-problems, animal diseases etc.). Out of these reasons resulting delays, restrictions or the cancellation of particular activities will be considered as possible interruptions but not as a travel-deficiency. Therefore no warranty can be claimed. But we guarantee the most attentive preparations and a conscientious realization of our tours. Yangla Tours is responsible, if despite these principles due to our failure a damage of body or material happens. Excluded is solely the guarantee for slight failures causing minor damages of material. The same applies to contracted services. The upper limit for guarantee of damages, which are not converning the body, is thrise the travel-rate. If one of our contractors has limited or excluded the claim of compensation due to international law, the same applies to us, too. We don't guarantee for damages which are caused by disobidience the instructions of our (trekking)guides. The obligation to follow the instructions our (trekking)guides in questions of handling the tour and safety for the guests, is part of our travel-contract. Who is guilty in disobeying the obligation, has to substitute the damages caused by it. If one of the mentioned guides is not available, we will offer a substitute. Due to the rough road conditions, you cannot expect full luxury in the vehicles. For damages of the luggage we do not guarantee.

### **Unexpected Occurances**

We cannot influence unexpected occurances, problems of nature, political disturbances etc. - so for the resulting changes of the itinerary we don't have influence and therefore you cannot claim warranty. In case of higher costs caused by these occurances, it is agreed that the rate for the client has to be raised. Also due to causes of reasons of force majeure, geouvernmental restrictions or other reasons there will be additional costs (for example additional flights, accommodations, extended stay or transport), the client has to pay for these. In special unique cases (maybe for changes of route or caused by shortage), it is possible that the client, who has booked a double or single, has to stay in a dormitory. For this s/he cannot claim payback.

### **Changes or shifting of routes**

We want to point out that our tours are NOT ready-made and therefore there several reasons to have a change during the tour. All promised services have to be understood as they are changeable due to alterations or shiftings of the route out of different cogent reasons (for example change of weather, change of road- and track-conditions, unforeseen weakness or illness of a group-member, necessary repair of vehicles, gouvernmental arbitrariness etc.) and therefore are no reason for warranty. The accomplishment of a special goal is not matter of subject for this travel-agreement.

### **Walking-Times**

Our estimation of the character of the tour depends on different conditions. The walking-times are similar to the ones you can find in the Alps. But for sure the actual walking-time depends on individual walking-speed and the local conditions. Variations up and down are possible. It is not possible to ask for compensation due to different walking-times.

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### **Travel-Insurance**

A travel-insurance is not included in the tour-rate, but we suggest you strongly to have one. This applies especially for walking-, expedition-, and trekking-tours.

### **7. Place of Jurisdiction**

Place of Jurisdiction for both sides is Traunstein/Germany.