

# Terms & Conditions

## 1.1 Choosing Your Holiday

We hope that your holiday with Somewhere Different will live up to your expectations so it is very important that that you read the details of the tour(s). Our staff are always happy to advise and discuss tours with you or assist you in designing your own tour.

## 1.2 Accommodation

Unless otherwise stated, hotels will be of a 3 star or better standard. 4 and 5 star hotels are available for a supplement. Somewhere Different reserve the right to choose your accommodation, however if you wish to stay at a particular hotel we will do our best to make a booking for you.

## 1.3 Travelling with Children

If you are travelling with young children, it is important to note that child seats are not provided for the tours. If you specifically require a car seat, we advise you to either take your own with you, or call our us, and we will do our utmost to try and arrange this for you - there may well be an additional charge for this.

## 1.4 Tours - General health requirements

Most of our tours are not suitable if you have any disability or have reduced mobility (including being confined to a wheelchair). Therefore, in the interest of safety and comfort for all groups as a whole, you must be fit enough to participate or alternatively you must have an able bodied carer to assist you throughout the tour. Please note that some of the featured touring itineraries may involve early starts and long days, with substantial travel between featured sites and destinations. As vehicle and road standards may not be comparable to that of the UK, please keep this in mind when considering any personal health concerns, as well as your general comfort. Some of the treks require a high degree of fitness, so please discuss with our team to establish if a particular trek is suitable for you.

## 1.5 Passports/Visas/Health

You will need a full 10-year passport to travel to the destinations we feature with at least six months' validity remaining, from the date your holiday ends. Somewhere Different will arrange your visa for Bhutan on your behalf. You should contact your GP or a specialist vaccination centre for details of the measures you will need to take prior to departure. You will need to ensure that your immunisations/vaccinations are up to date.

## 1.6 Refusal of Visa.

Somewhere Different cannot be held responsible for the refusal of issuance of a visa from the Bhutanese authorities. If your visa is refused, the cost of the visa application cannot be refunded.

## 1.7 Smoking

Many hotels now have a non-smoking policy in hotel rooms and public areas. Please ask at the time of booking if this information is important to you.

## 1.8 Special Requests

Where a special request eg. diet, room location, twin or double bedded room, a particular facility at a hotel, and/or particular meals etc. is an important factor in your choice of holiday, you must advise us when the booking is made, particularly if you have any allergies. We are happy to pass your request on to the hotel and tour company but cannot guarantee that it will be accommodated. The provision of any special request does not constitute a term of your contract with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be granted (where it is possible to give this) where it is important to you.

## 1.9 Disabilities or Medical Conditions Which May Affect Your Holiday

If you have any medical condition or disability which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any significant change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

## 2.1 Weather

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions. Please bring suitable clothing for your tour. If you want to discuss what you will need, please call for advice. Weather can be unpredictable in Bhutan so please be prepared.

## 2.2 Other activities

By booking with us you confirm that you and your party are in good health and have no medical history that would make it dangerous for you to participate. You must observe safety instructions at all times. We will only accept responsibility for these experiences and activities in accordance with these booking conditions.

## 2.3 Getting to Bhutan

It will be your responsibility to book your flights to Bhutan or arrange transport to the land border crossing in India. Somewhere Different cannot be held responsible for delayed flights or delayed arrival in Bhutan, but we will work with you to assist you as best we can once you arrive in Bhutan.

## 2.4 Insurance

It is important that you have insurance cover and that it is adequate and suitable for your particular needs. If you fail to take out insurance and have to cancel your booking, you will be charged in accordance with our normal terms and conditions. Furthermore, if you require medical or any other form of assistance whilst on holiday you will not be covered and you in turn may incur significant costs. Please read your policy details carefully and take them with you on holiday.

## 2.5 Changes Due to Circumstances Beyond Our Control

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions,

epidemics, fire, floods, landslides and other situations which are outside our control. Furthermore, we reserve the right to change the tour should any of the above happen, but we will to our utmost to provide a tour as close to the agreed itinerary as possible.

## 2.6 If We Change or Cancel Your Holiday Before Your Departure

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking.

We plan arrangements a long time in advance of your holiday using independent tour companies and, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, occasionally, changes are significant.

A significant change includes a change of accommodation to that of a lower category. Similarly, we do our best to avoid cancelling holidays but we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of 'force majeure' as defined previously.

If we have to make a significant change or cancel, we will tell you as soon as possible.

## 2.7 Cutting Your Holiday Short

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them

## 2.8 Changes Requested by You

If after your holiday has been confirmed, you wish to alter your booking, we will try to make the necessary arrangements provided we receive written confirmation of the change from the person who signed the booking form, before the date on which the final balance of the cost of your holiday is due. Should you be unable to travel, it is unlikely that we will be able to transfer your booking to another person.

Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Changes and transfers will be subject to an administrative fee as well as any applicable rate changes or extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and

you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

**Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 2.9. If You Cancel

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices. Cancellation charges to compensate us for estimated losses and expenses are calculated from the date we receive your written notification of cancellation and will be payable up to the maximum shown in the table below.

The cancellation charge detailed below is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling: -

<u>Period Before Departure</u>	<u>Cancellation Charge</u>
Before balance due date	Deposit only
Before 30 days	Deposit only
21-15 days	10% of holiday cost
14-7 days	15% of holiday cost
7-4 days	30% of holiday cost
Less than 3 days	100% of holiday cost

### 3.1 Water/Electricity Supplies

The water and electricity services in Bhutan can, from time to time, struggle to keep up with the increased demands from tourism. Hotels do everything possible to maintain full services. However, occasional power cuts and/or water restrictions may be experienced. We do recommend that you bring a small torch in case of power cuts.

### 3.2 Dogs

Please be advised that there are many stray dogs in Bhutan so if you have a fear of dogs you should consider this before making a booking. In some areas there can be noise from dogs barking at night. Somewhere Different cannot be held liable for disturbance caused by dogs so once again please consider this before making a booking. Many travellers choose to take ear plugs with them should they feel that their sleep will be disturbed.

### 3.3 Watersports & Other Activities

Some of our tours offer watersports and other sporting activities, supplement payable prior to departure. Please note that in the interest of your personal safety, you must agree to comply with the instructions of your tour leader prior to commencement and they reserve the right to refuse participation for any reason if they feel this may compromise your or another guest's safety. Please note there may be certain age restrictions for children/adults to do certain activities so please ensure you enquire locally with your guide.

### 3.4 Behaviour

Most people go on holiday to rest, relax, experience the culture or enjoy sporting activities. Therefore, if in our reasonable opinion or in the opinion of any, hotel manager, tour leader or other person in authority, your behaviour is causing or is likely to cause danger, upset or damage to property, causing cultural offense or is persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen, no refund or compensation would be paid and we will have no further responsibility for your holiday arrangements including return travel. Furthermore, we expect you to take guidance from your tour leader regarding behaviour, particularly in religious buildings where often filming, photography or loud noise are not permitted. If you fail to adhere to your guide's instructions, we again reserve the right to terminate your holiday as stated above.

### 3.5 Personal Belongings and Lost Items

For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances, as well as basic essentials such as a change of clothing and toiletries. It can be easy to lose items but it is your responsibility to look

after your property at all times and you must ensure you are adequately covered by comprehensive insurance. If you lose any personal items whilst on holiday, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return. In some parts of the country, it may be difficult to obtain certain toiletries or electrical/electronic items so please bring an adequate supply.

### 3.6 If You Have a Complaint While You Are On Holiday

If you have cause for complaint whilst on holiday, you must bring it to the attention of our local representative or agent and the hotel immediately and they will do their best to rectify the situation. If matters remain unresolved, your concerns must be brought to the attention of Somewhere Different as soon as possible. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon your return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

### 3.7 Telephone Calls,

Your tour may include travel to remote regions and therefore you may not be able to make telephone calls or have access to Wi-Fi. Please bear this in mind when making a booking.

### 4.1 Holiday Insurance

This is a vital part of any holiday so please ensure you take out adequate travel insurance with full cancellation cover as well as cover for any adventure sports you may undertake such as rafting, horse riding or mountain biking. A number of our treks are at high altitude so please ensure that your insurance covers emergency evacuation should an accident or illness occur in these remote regions.

### 4.2. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling to and transiting through and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 2.5).

