



## Contract for Expedition Services

### Specific Terms and Conditions

#### Member's Details

First name: \_\_\_\_\_

Surname: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Expedition: \_\_\_\_\_

Type of Services: Standard Expedition / Personal Guide

Dates: \_\_\_\_\_

Meeting Point: Kathmandu-Nepal

#### Payment details

Account number: 02401010250320

Account name: Ascent Himalayas Treks & Expedition (P) Ltd)

SWIFT Code: NIBLNPKT

Bank name: NEPAL INVESTMENT BANK LTD.

Bank address: Boudha, KATHMANDU, NEPAL

Nota: All payments must be made free of charges for Ascent Himalayas



Requested Insurance:

- a) Medical insurance valid for Nepal including medical repatriation from Nepal
- b) Search and rescue insurance (including helicopter costs)

Requested information seven days departure to Kathmandu:

- a) International Flight details
- b) Copy of passport
- c) Passport photo
- d) Emergency contact details

## **General Terms & Conditions**

### Definitions

See all definitions in Appendix

### Preamble

Climbing and Mountaineering activities (the “Activities”) can be dangerous and carry an inherent risk of injury or death. In particular, climbing in the Himalayas induces specific risks such as very high altitude and icefall climbing.

Our objective is to reduce this risk to the lowest possible level. However, a risk of accident remains, triggered by event such as, but not limited to, rock fall, avalanche, serac fall as well as earthquake risk. Safety is the first priority of our team and our staff will take the best decisions depending on the conditions of the mountain, the weather, and physical and psychological conditions as well as the ability of team members. However, this is not a guarantee that an accident will not happen because, in a certain extent, the mountain is not predictable.

Also, the altitude and the lower level of oxygen can lead to illness related to the mountaineering activity such as pulmonary oedema or brain oedema.

A good mountaineering experience, a significant training before the climb and the strict observance of climbing Sherpas’ instructions would reduce the risks attached to the activities.

The member must be fully conscious of these mountaineering and medical risks and must accept that the potential risk of death or injury cannot be eliminated.

By accepting the contract,

You declare that you are in the appropriate physical and mental conditions to participate to the expedition described in the specific terms & conditions,

You accept that the risks incumbent to the activities can affect you and you understand that they cannot be eliminated.



## 1. Parties to the Contract

The contract is concluded between:

Ascent Himalayas, the Company, P.O Box: 23488, Kathmandu, Nepal

And,

The member as defined in the specific terms and conditions.

## 2. Purpose of the Contract

The purpose of the contract is the delivery of peak climbing services by the company to the Member in conditions defined in the specific as well as general terms & conditions of the contract.

The contract is aiming to put the member in the best conditions to succeed in climbing the mountain designated in the specific terms and conditions. However, the contract is not an obligation by the company to bring the member to the summit of the mountain. Climbing and weather conditions as well as physical condition of the member might affect the success of the climb.

## 3. Company's Obligations

The company will provide the member the peak climbing services listed in the specific terms & conditions during the time of the climb as follows:

### Accommodation

The company pays for the total number of nights mentioned in the specific terms and conditions of the contract. The member should pay any extras such as mini-bar or laundry at checkout. The member would pay directly to the hotel any additional night to the number specified in the contract.

- Nights scheduled in Kathmandu are in a good quality hotel, on a bed & breakfast and single room basis.
- During the trek, the accommodation is in lodges on a single/shared room basis (2 people) depending on the situation. In exceptional circumstances, a tent can be used as accommodation.
- Twin-shared rooms or tents are always same gender unless requested otherwise.

Note: When the group of members is lodged in tents at Base Camp, the cost of any night that a member would decide to spend in a lodge (as well as the corresponding meals), even for health reason, should be paid directly by the member to the lodge.

### Meals

The company covers the costs of breakfast, lunch and dinner outside Kathmandu on the following basis:

- The member will choose meals provided in the lodges on the menu. Tea is free of charge for the member. However, any other drinks (including water bottle), snacks or food outside breakfast, lunch and dinner is payable directly by the member to the lodge.
- Meals provided in Base Camp will be prepared by our team of cooks and offers a variety of food.
- During longer treks or during long climbs, a lunch bag or snacks will be provided to the member (instead of a meal).

### Member's equipment transportation

- The company will arrange the transport from and to Kathmandu of up to 1 or 2 duffle bags during the trek up to Base Camp. The company is not responsible if the member has made a mistake in packing wrongly some equipment.
- For carry to/from high camp, the member will carry his personal equipment (e.g. sleeping bag, inflatable mattress, down jacket and in case if he/she has problem then the personal Sherpa will help to carry the equipment)

### Guiding services

The company will provide the necessary staff (trekking and climbing Sherpas) in appropriate number and experience to support safely the member during the climb.

- During the trek, one or two sherpas will travel with the group of members at any time (trekking Sherpas).
- During the progression above Base Camp up to the higher camp, the number of sherpas (Climbing Sherpas) will be defined according to the size of the group and the security requirements. Any group of clients will be accompanied by at least one Climbing Sherpa. The attention of the member is drawn upon the fact that this contract is not a "guided" climb in the sense that a "Guide" (or Climbing Sherpa) would not stay on a 1/1 basis with the member over the whole climb but during the summit period member will be provide with 1:1 climbing Sherpa.

The company staff will have a first aid emergency kit to assist the member in case of injury during the trek or the climb as well as a satellite phone and radios during the climbing part of the expedition. A hyperbaric chamber will also be available at Base Camp.

The contract is aiming to put the Member in the best conditions to succeed into climbing the mountain designated in the specific terms and conditions.

### Training

Before starting the climb above Base Camp, the company's staff will organize a training session to review the techniques required by the climb.

### Information of the Member

The lead Sherpa will provide a periodic brief of information to the members (as a group information) related to the organization of the climb and schedule for the following days.

## 4. Member's Obligations

### Information and acceptance of the contract

The member must read carefully the information provided by the company about the climb as well as the general information about climbing on the company's website. The acceptance of the contract by the member implies the understanding and acknowledgement of the information as well as all the articles of the contract.

### Information to be provided

The member has to provide, timely and in good faith, all the information required by the company.

### Insurance



The member has to provide a copy of the insurance(s) requested in the specific terms and conditions before the start of the climb.

#### Experience and physical / mental conditions

The member declares that he has the necessary experience as well as the physical and mental conditions to participate in the climb without endangering him/her/other members and the staff of the company.

After discussion with the member, the Lead Sherpa can decide at any time that the member is permanently unfit for the trek or climb and will terminate accordingly his participation in the trek or climb. In such circumstances, the member will return to Kathmandu at the earliest opportunity decided by the lead Sherpa. The member will support any additional cost.

#### Payment of the fee

The member has to pay the price according the schedule show in the specific terms and conditions. Any delay in the payment of amounts due might result in the cancellation of the booking without any further notice. Except cancellation of the climb by the company, no refund would be made.

#### Security

The Member must follow strictly the instructions given by the company's staff, in particular to be punctual for the start of any trek or climb and to respect the safety instructions at any time. The non-respect of instructions given by a Sherpa to the member may be considered as a serious breach of the contract due to the risk of injury or death not only to the member but also to other members and company's staff. As such, such situation can lead to the termination of the trek or climb for the member by the Lead Sherpa.

#### Training

The member has to participate to any training session organized by the company's staff during the course of the climb.

#### Behaviour

Because the climb is organized around a significant group of people, a good behavior of each member and staff of the company towards each other is essential to avoid problems during the trek of climbing period. The member endeavors to have a respectful attitude to other team members and to the company's staff at any time. A serious behavior problem by the member can lead to the exclusion of the trek or climb without any refund.

#### Information to the Lead Sherpa / Climbing Sherpas

The member will inform the lead Sherpa or any climbing Sherpas about any information related to his condition or the evolution of his condition that might affect his performance on the climb.

#### Rescue Helicopter

The Member accepts that a Climbing Sherpa can call for a rescue helicopter in case of life threatening situation for the Member even if the approval of the Member's insurance company is not obtained. In such situation, the Member accepts to support all related costs and to indemnify the Company of any cost resulting of the rescue.

## Gear

The Member should be equipped with a climbing gear suited for the climb. The Lead Sherpa or his representative will check the gear in Kathmandu before the start of the trek to Base Camp. If essential articles are missing, the Member will be asked to make the purchase before the trek.

## 5. Liability

### Liability of the Company

The Company would be liable of a failure in the performance of the Contract only if such failure is due directly to a negligence of his staff.

### Exclusion of liability by the Company

The Company is not liable of a failure in the performance of the Contract for any other reason, in particular but not only, if the failure is due to:

the Member,

Or, a third party,

Or, any other unusual and unforeseeable circumstances beyond the Company's control.

Concerning the provision of domestic flights/transportations, the Member recognizes that he/she has been informed that Nepalese Airline Companies/transportations are all on the black list of the European Community due to the insufficient supervision by the public authorities. The Expedition Services listed in the Contract might include a domestic flight/public transport with a Nepalese Company. The Member accepts that the Company will not suffer any liability in case of any damage incurred during a domestic flight/transportation.

### Maximum amount of liability of the Company

The liability of the Company is limited to two times the price paid by the Member for the climb Services.

## 6. Miscellaneous

### Application of the Contract

These terms and conditions apply exclusively. Differing or contrary terms do not apply except if expressly agreed upon between the Parties in writing.

### Applicable Law

The Laws of the Federal Democratic Republic of Nepal shall govern the Contract.

### Jurisdiction

The parties submit all their disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the Courts of the Federal Democratic Republic of Nepal in Kathmandu.

### Language

The language of communication between the Company's staff and the Member is English. If the Member is not sure of his understanding of instructions or information given by the Company's staff, he must immediately inform the Lead Sherpa or a Climbing Sherpa. The



Company cannot be held liable if the Member's actions resulted from a misunderstanding of instructions and / or information given by the Company's staff.

Image Rights

The Member agrees that the Company staff might be taking photographs and/or sound and/or videos recordings of the Member during the Climb for advertising, promotion, communication and training purposes on all types of media supports including, but not limited to, in brochures, films, websites (in particular social networks) and newspapers. The Member grants full image rights related to the above throughout the world in perpetuity to the Company. Any and all of the Image Rights shall be freely assignable by the Company.

The Company

The Member

Date:

Date:

Authorized Signatory

Signature

## Terminology

### Altitude Camps

Any installation of tents set up by the company to provide accommodation during the climb of a mountain. Altitude Camps include Base Camp and one or several higher camps.

### Base Camp

Main structure set up by the Company at the bottom of the mountain to be climbed. The Base Camp includes tent accommodation for the Members and Company's staff as well as kitchen and logistics equipment.

### Climbing Sherpas

Mountain guides assisting Members at the different stages of the Climb. All Climbing Sherpas have the appropriate experience for the Expedition designated in the Specific Terms & Conditions.

### Climb

A mountaineering climb on a summit identified in the Specific Terms and Conditions

### Lead Sherpa

A senior Climbing Sherpa managing the other Climbing Sherpas and making the key decisions related to the organisation of the climb.

### Climb Services

Services provided by the Company to the Member as defined in the Specific Terms including, but not limited to, air or land transportation, meals, accommodation, member's equipment transport, mountaineering guiding services.

### Specific Terms

Part of the Contract defining the terms and conditions applicable specifically to the Member such as, but not limited to: itinerary, price, and dates. Specific Terms could not be considered on their own, they could not be dissociated of the General Conditions. In the event where a text within Specific Terms differ from the General Conditions, the relevant Specific Terms will be applicable (and the corresponding section of the General Terms should be waived).

### Summit Day

Day of the Climb where the member will attempt to reach the summit designated in the Specific Terms & Conditions.

### Trekking Sherpas

Sherpas guiding the group during the trek to the Base Camp of the Climb.