



PROJECT  
PHOTOTOUR  
INCREDIBLE HIMALAYA

Gula Business Complex, Opp. Chospa Hotel, Old Road  
Leh, Ladakh 194101, Jammu & Kashmir, India  
Reg. No: TRM/TRL-283/2009  
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## CONTRACT NO. 1/05 ON TOURIST SERVICE

Leh

February 14, 2017

INCREDIBLE HIMALAYA, hereinafter referred to as TOUR OPERATOR from one part and

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(passport number \_\_\_\_\_), hereinafter referred to as TOURIST from the other part, signed the Contract as follows:

### 1. Subject of the contract.

1.1. The TOUR OPERATOR undertakes according to the booking of TOURIST (further - the Application) to provide granting a complex of tourist services (a tourist product), and the TOURIST undertakes to accept and pay them on the terms of the present Contract.

### 2. Obligations of the parties.

#### 2.1. The TOUR OPERATOR undertakes:

2.1.1. To conduct the photo tour in India: "Lakes of Tibet: Pangong lake, Tso Moriri, Tso Kar, Tso Startsapak, Leh-Manali highway", the period of photo tour is 26.06 - 09.07.2016, according to the program of tour. Tour route:

Day 1, June 26: Meeting at Leh airport. Adaptation. Exploring Leh.

Day 2, June 27: Leh. Old city. Adaptation day. Sightseeing tour of Old Lech Monastery Namgyal Tsemo, Park of Stupas, Shamkar Gonpa monastery.

Day 3, June 28: Car trip down the river Indus. Buddhist monasteries Phyang, Likir, Basgo.

Day 4, June 29: Leh - Tango Village - Monastery Tangse Gompa - Pangong Lake.

Day 5, June 30: Pangong Tso Lake - Sachukul gonpa- Leh.

Day 6, July 1: Leh. Free day.

Day 7, July 2: Leh - hot springs Chumotang - Lake Tso Moriri.

Day 8, July 3: Lake Tso Moriri. Alpine valley of geysers - Lake Tso Kar.

Day 9, July 4, Lake Tso Kar, Lake Tso Startsapak.

Day 10, July 5: Lake Tso Kar - Leh-Manali Highway (Grand Canyon, forms of weathering) - Lake Tso Kar.

Day 11, July 6: Lake Tso Kar - Rupshu Valley – the Pass Tanglang La- Runtse (Maroon Gorge).

Day 12, July 7: Village Runtse - Tiksey Gonpa - White Stupas of Shey Gonpa - Leh.

Day 13, July 8: Free day in Leh. In the afternoon - Spituk Gonpa.

Day 14, July 9: Transfer to Leh airport.

2.1.1. Moving along the entire route (from the ladder to the ladder of the planes) in comfortable cars.

2.1.2. Accommodation in double rooms in hotels, guest houses and campsites along the route of photo tour.

2.1.3. Information support of the organizers from the beginning to the end of the tour.

2.1.4. Tour accompaniment by local English-speaking guides on the route.

2.1.5. Registration of permits in the restricted areas in Pangong Tso lake and Tso Moriri.

- 2.1.6. Lecture on introduction to the culture of Tibetan Buddhism.
- 2.1.7. Workshop on landscape photography in Ladakh: Features of landscape photography in Little Tibet.

## **2.2. The TOURIST undertakes:**

- 2.2.1. To pay tourist services, according to conditions of this Contract.
- 2.2.2. Independently to book and redeem air tickets to the country of beginning of tour and back.
- 2.2.3. Independently to book and redeem air tickets of Delhi - Lech - Delhi.
- 2.2.4. Independently get and pay the entry visa to the country of beginning of tour and/or customs duties at the airports.
- 2.2.5. Independently obtain the health insurance in the country of residence.
- 2.2.6. Independently to arrive to a place of the beginning of tour - Leh city.
- 2.2.7. In due time to submit the documents necessary for registration of a trip (international passport).
- 2.2.8. To pay the expenses which are actually incurred by TOUR OPERATOR in case of refusal from this Contract prior to the beginning of a trip. In this case the sum of advance payment remains at TOUR OPERATOR.
- 2.2.9. In due time and in full to make payment for use of additional services in the places of residence and stay and the services which aren't included in tour cost (a dining during tour, personal expenditure, entrance tickets to monasteries and monastic constructions, cost of permit in the restricted areas in Pangong Tso lake and Tso Moriri).
- 2.2.10. To observe the legislation of the country of temporary stay, customs, traditions of local population, and also customs rules and rules of entry (departure) into the country of temporary stay; not to disturb public peace and requirements of the laws existing in the territory of the country of temporary stay; to follow regulations and fire safety in locations and stay.
- 2.2.11. To pay damages and/or the damage caused to TOUR OPERATOR by illegal actions or inaction of the TOURIST in a full size.
- 2.2.12. To carry out other duties provided by the legislation of the country of temporary stay.
- 2.2.13. To study the rules and recommendations of participation in tour published on the website <http://phototour.pro/en/pravila/> , [http://phototour.pro/en/guide India/rules for Tibet/](http://phototour.pro/en/guide_India/rules_for_Tibet/) and to implement the above rules and recommendations.

## **3. Responsibility of the parties.**

- 3.1. In case of non-performance of conditions of the present Contract from TOUR OPERATOR, the TOURIST has the right to demand return of the paid for not provided services.
- 3.2. In case of refusal TOUR OPERATOR from performance of the present Contract TOURIST has the right for compensation of the documented losses because of cancellation of the present Contract except a case when it occurred because of the TOURIST.
- 3.3. In case of not departure of the TOURIST because of wrong registration of the passport, all financial expenses on a trip (cancellation) are incurred by the TOURIST.
- 3.4. At insurance case occurrence the TOURIST makes a claim on losses in the insurance company specified in the insurance policy.
- 3.5. In case of the early termination by the TOURIST of tour, and (or) non-use of the reserved services in any reasons, the TOUR OPERATOR doesn't responsible for such actions of the tourist and compensation doesn't carry out.
- 3.6. The TOUR OPERATOR has the right to refuse the Contract in case of violation by the TOURIST of requirements of the Contract, thus compensations to the TOURIST aren't carried out, and the TOURIST is obliged to pay to TOUR OPERATOR the cost of actually incurred expenses.
- 3.7. The TOURIST responsible for damage of property or commission of illegal actions during a trip according to the current legislation of the country of temporary stay.
- 3.8. In case of independent acquisition by the TOURIST of the additional services which aren't included in the contract and if, because of these services, the TOURIST is traumatized or there comes accident, all responsibility on these events rests solely by the TOURIST.

3.9. In case of untimely payment of an overall cost of the tourist services TOUR OPERATOR reserves the right to refuse the Contract and not to provide the reserved services with deduction from the TOURIST (or compensation by the last in favor of TOUR OPERATOR) at a rate of actually incurred expenses, including material losses.

3.10. In case of refusal the TOURIST from a trip for the reasons, independent of TOUR OPERATOR, the transferred advance payment doesn't come back.

3.11. In case non-compliance with the recommendations published on the site of TOUR OPERATOR on the [http://phototour.pro/pravila pages/](http://phototour.pro/pravila_pages/) , [http://phototour.pro/guide India/rules for Tibet/](http://phototour.pro/guide_India/rules_for_Tibet/) , led to additional expenses or rendering the services which aren't included in tour cost, such expenses are refunded by the TOURIST in addition according to the account of TOUR OPERATOR.

#### **4. Order of crossing of borders.**

4.1. The TOURIST is obliged to observe requirements of the current legislation of the country of residence concerning crossing of frontier of that country, and also boundary and customs rules of other countries, through (to), which the TOURIST travels.

4.2. The tour operator doesn't responsible for actions of border services of country of residence and the countries, through (to), which the TOURIST travels, and also other establishments which caused impossibility of departure or entrance of the tourist on the territory of these countries. Any compensations in this case aren't paid.

#### **5. Total cost of tourist services. Procedure of payments.**

5.1. Tour cost at the time of the conclusion of the Contract is specified on condition of placement of 2 people in one room and is 921 USD (Nine hundred twenty one US dollar).

5.2. At the time of signing of the present Contract TOURIST pays to TOUR OPERATOR advance payment amount 282 USD (Two hundred eighty two US dollars).

5.3. The residual cost of tour at a rate of 639 USD (Six hundred thirty nine US dollars) the TOURIST pays at arrival in the place of tour beginning within one calendar day on condition of implementation of item 5.1 of the present Contract.

5.4. The TOUR OPERATOR has the right to change the cost of tourist services in cases of essential change of circumstances, in particular in connection with a sharp change of currency rate.

5.5. The price of tour is valid for group from 6 (six) people. If this condition isn't satisfied, item 8.7 of the present Contract comes into effect.

#### **6. Validity period and order of cancellation of the Contract.**

6.1. The Contract is concluded as the preliminary contract from the moment of signing him the PARTIES. The contract establishing the rights and obligations of the PARTIES on realization of tourist services is considered to be concluded on condition of booking confirmation of tourist services and from the moment of this confirmation.

6.2 The present Contract works until the end of travel or to the term of rendering the last service included in the confirmed tourist services.

#### **7. Force majeure circumstances.**

7.1. The TOUR OPERATOR doesn't responsible for inadequate execution or for non-execution of the obligations in case of force majeure circumstances (force majeure - which aren't depending on the Parties will): the fire, epidemic, earthquake, act of terrorism, flood, hurricane, storm, tsunami, landslide, other natural disasters and cataclysms, military operations of any character, strike, introduction of the extraordinary or martial law, embargo, lack of distribution (untimely delivery) of visas/documents by consulate (embassy), other actions of consular services, refusal to the tourist in entrance from the party of the boundary authorities of countries of residence or transit, change of the legislation of the country of accommodation of the tourist or the country of residence or transit, action of bodies of customs and sanitary control, illegal actions concerning employees of the TOUR OPERATOR, connected, including, with secret or open plunder of property, an

overbiking, the actions of airlines carriers and other carriers connected with technical breakages, mechanical damages, closing of the airports, cancellation of bus, ferry and other transport service, taxi routes traffic on roads etc.

At occurrence of force majeure circumstances the TOUR OPERATOR has the right to cancel tour. Tourists in connection with such circumstances confirmed properly incur losses independently. If force majeure circumstances took place in the period of a trip, the TOUR OPERATOR doesn't responsible for the material damage suffered by tourists, moral harm and losses.

Refusal in issue (untimely delivery) of the entrance visa / documents by embassy (consulate) of the foreign state for any reasons and foundations of the party is equated to force majeure circumstances. Any expenses incurred by the tourist and connected with such refusal including expenses on a consular fee, expenses on insurance, on the air tickets which aren't subject to return, on departure on interview in embassy (consulate), are not compensated . At refusal of the tourist of tour because of refusal in issue (untimely delivery) of the entrance visa TOUR OPERATOR doesn't return the advance received as a down payment for participation in tour to the tourist.

In case of change of tour, tour cancellation completely or in part, refusal of the tourist's trip for the reasons, independent of the TOUR OPERATOR (including, in connection with occurrence of force majeure circumstances including in connection with refusal in issue (untimely delivery) of the entrance visa / documents), the TOUR OPERATOR doesn't compensate to the tourist the amount, spent for the organization of tour and lost because of cancellation or change of tour/refusal of tour: the cost of tickets, transfer cost, a reservation in hotel, the contractor's penalty, a penalty of hotel, a penalty of airline, cost of the international and long-distance negotiations, a consular fee, advertizing expenses, consulting expenses, etc.

7.2. In case of sharp deterioration of weather conditions that does impossible to conduct the phototour/tour according to in advance approved program and/or is life-threatening and health of participants, the TOUR OPERATOR has the right to replace and/or change part of the approved program on safe for life and health of participants, at the discretion of the organizer of phototour/tour.

## **8. Additional conditions.**

8.1. In case of impossibility of placement of the TOURIST in the hotel specified by it in the demand it is given opportunity of hotel accommodation of the same or highest category without additional payment.

8.2. For placement in a single room, and also at placement in a double room in the absence of second person, the TOURIST makes surcharge, according to the account of TOUR OPERATOR, for all route of tour.

8.3. The TOUR OPERATOR doesn't look for the partner about the room to the participant traveling single.

8.4. Phototour "Lakes of Tibet: Pangong lake, Tso Moriri, Tso Kar, Tso Startsapak, Leh-Manali highway" (India), begins in Leh and comes to the end at Leh's airport. Participants to come to the place of the beginning of phototour independently.

8.5. The Contract works from the moment of signing and until performance of the obligations by the Parties.

8.6. Change of a route or the program of tour can happen in case of occurrence of force majeure circumstances according to item 7.

8.7. In a case when the group goes to phototour/tour incomplete (i.e. in connection with reduction of number of participants phototour/tour becomes unprofitable), the TOUR OPERATOR reserves the right to take the following actions:

8.7.1. To reduce number of the guides accompanying tour and to leave tour cost for other participants former.

8.7.2. To change the cost of participation in tour in recalculation to smaller number of participants: in this case for each of participants the cost of tour will increase.

8.7.3. To change transport maintenance of tour, but, anyway, the cars working at tour will be comfortable.

8.7.4. By agreement with participants to change a tour route. Anyway each of the above described situations is coordinated with participants of group.

8.8. The change in price of a tourist product, coordinated by the parties, is possible only in the cases provided by the contract and/or the legislation and only at essential change of circumstances, in particular in connection with a sharp change of currency rate.

8.9. The Contract is made on 5 pages in duplicate, on one for each Party, and both copies are authentic and have identical validity.

### 9. Special conditions.

9.1. Signing the Contract, the TOURIST confirms that to his attention the TOUR OPERATOR brought the full and exhaustive information provided by this contract namely:

- about inadmissibility of unauthorized change by the tourist of the program of tour;
- about that the TOUR OPERATOR doesn't responsible for the services which aren't included in the paid tourist services and acquired by the tourist independently;
- about that categorization ("stardom" or other characteristics) of hotel or other location is established by appropriate national authorities of certification and/or licensing, in this regard value judgment of categorization by the CLIENT if it is called by his complaint, is unauthorized;
- about the rules of settling/eviction (checkout time) accepted in hotels or other locations and according to which settling is, as a rule, made at 12:00, and eviction, as a rule, at 12:00. According to the international rules, irrespective of the actual time of settling and eviction for any reasons, it is necessary to pay full days. Extension of accommodation is paid by the TOURIST in addition under the agreement with hotel or other location;
- about a duty to observe laws and local customs of the country of the tour, to follow rules of accommodation and behavior in hotels or other locations and instructions of the head of group or the representative of a host;
- about that tourists independently responsible for validity of the international passports and other documents provided in consulates for obtaining the entry visa for reliability of the data containing in these documents;
- about that tourists independently responsible for validity of the international passports and other documents shown when crossing border control both in the country, and in the foreign states;
- about that the TOURIST automatically agrees with the above-stated Rules and recommendations specified in item 2.2.13 of the present Contract. The statement that the TOURIST didn't read these conditions and/or the contract, doesn't conduct to change of this contract and/or conditions at all.

"I have received all the necessary information concerning the conditions of tourist service, all my questions were comprehensive and clear answers"

\_\_\_\_\_ TOURIST

10. The addresses of the parties.

<b>TOUR OPERATOR</b>	<b>TOURIST</b>
INCREDIBLE HIMALAYA PRIVATE LIMITED  Gula Business Complex, Opp. Chospa Hotel, Old Road Leh, Ladakh 194101, Jammu & Kashmir, India	