

Last updated on 28 October 2019

CANCELLATION POLICY

- At the time of booking (if the booking is done more than 90 days prior to the start of the Tour) an advance payment (hereinafter called the “Booking Deposit”) per traveller per tour is due to Golden Eagle Expeditions Private Limited.. Your Booking Deposit is NON-REFUNDABLE and has been paid to secure your place. You also have the option of making the entire Tour payment at the time of booking the Tour. Otherwise, the balance payment (hereinafter called the “Tour Cost”) needs to be made 120 days prior to the tour start date. If full payment is not received by such due date, Golden Eagle Expeditions Private Limited. reserves the right to treat such booking as cancelled.
- As a condition to valid confirmation of any booking with Golden Eagle Expeditions Private Limited. you must provide all necessary information as requested by **Golden Eagle Expeditions Private Limited.**at the time of booking. If you fail to provide such information, **Golden Eagle Expeditions Private Limited.** reserves the right to treat such booking as cancelled.
- **Golden Eagle Expeditions Private Limited.** is not liable/responsible for any charges levied or charged by third parties and/or financial institutions and payable by you as a result of credit card or other payment transactions in connection with the purchase of your tour/s and will not refund or return any fees and/or penalties charged by such third parties in connection with payments made by you to **Golden Eagle Expeditions.**
- If circumstances make you cancel your tour, the cancellation must be intimated to us in writing duly signed by each of the travellers seeking cancellation at the Registered Office address of **Golden Eagle Expeditions Private Limited,** Changspa Road Ganjor Complex, Leh-Ladakh 194101 India or email us info@goldeneagleexpedition.com

- Booking form signed by one or more travellers and /or communication signed by such signatories would be treated as valid communication for cancellation for all such traveller/s mentioned in the form assuming full responsibility. The computation of the period of notice of cancellation shall commence only from the time an email is received by the Company at info@goldeneagleexpedition.com on working days within office time.
- In case of third party products such as bus, Air-tickets, train tickets, certain premium hotels, services during trade fair period, festive period, the rules relating to cancellation and the cancellation schedule prescribed by the concerned third-party service provider would be applicable.
- Service Tax is applicable on all cancellation charges. Post deduction of cancellation charges along with service tax, your balance amount will be refunded in Indian Rupees.
- It is a clear understanding between the parties that for the purpose of this clause, cancellation can be due to any reason whatsoever, including the reason of inability to participate due to any reason including medical, death, court orders, non-availability of documents etc.
- In the following cases you shall be deemed to have cancelled the tour even if no cancellation notice is issued by you:
 1. In case of visa rejection, you would be deemed to have cancelled on the date of intimation of such rejection.
 2. If you fail to pay the tour cost in time or if you commit any other default in relation to your booking, we may treat such failure or default as a cancellation of the booking by you. In such case, the cancellation charges shall be computed with reference to the date on which we issue you a notice of cancellation.
 3. If on your failure of payment or other default, no notice of cancellation is issued by us but your payment or default remains outstanding on the date of departure, the booking shall be deemed to have been cancelled by you without any advance notice, inviting the highest cancellation charge.

- 1) You expressly agree to abide by the aforementioned terms and conditions.

ALTERATIONS AND/OR CANCELLATIONS BY YOU

- No name changes may be made once the booking is in place. However, Golden Eagle Expedition will attempt to accommodate other change requests such as bed type, other dependent changes such as vehicles, hotels, which shall be subject to availability. Further, please note that you shall be liable/ responsible to pay the additional fees/costs for such dependent services for any change request. Day of cancellation and/or alterations will be calculated as the day Golden Eagle Expedition receives the cancellation and/or alteration notice in writing from you. Any changes to tour booking after confirmation may be subject to cancellation charges as per the cancellation policy in addition to any expenses incurred towards any other non-recoverable charges and administrative charges as well as any supplementary charges like courier fees, etc. The company will advise of such charges at the time the change is requested. In the event of a Tour being cancelled before receipt of full payment, part or full advance amount shall be refunded as per the cancellation policy.
- Special Requests: Golden Eagle Expedition cannot guarantee specific requests such as room location, adjoining rooms, bed preference, wheel chairs or any other request. While the company will attempt to advise service providers of such requests, it cannot be held liable / responsible if such requests cannot be fulfilled or if local surcharges are applied, you shall be solely liable and responsible to pay the same directly to the supplier.

CANCELLATION OF A TOUR BY GOLDEN EAGLE EXPEDITIONS PVT LTD

- Golden Eagle Expedition will not normally cancel a booking of any Tour once confirmed, in accordance with these Terms, except for reasons of (a) any Tour not having been booked by a minimum number of travellers, thus making it unviable for the company to organize it, given the nature of fixed administrative costs and other overhead expenses or (b) 'Force Majeure', which shall be defined as unusual or unforeseen circumstances outside of the reasonable control of the company. When a tour is cancelled by Phaedrus India before the agreed date of departure for reasons not arising from the fault or negligence of or within reasonable control, the client shall have the choice of:
 1. Accepting from Golden Eagle Expedition a substitute tour of equivalent or superior value, where such substitute is reasonably available; or
 2. Accepting from Golden Eagle Expedition a substitute tour of lower value if no tour of equivalent or superior value is reasonably available, and to recover from Golden Eagle Expedition, the difference in price between the price of the tour originally purchased and that of the substitute tour; or
 3. Accept from Golden Eagle Expedition a refund of all monies paid for the cancelled tour (s) in Indian Rupees after deduction of the costs that are non-recoverable, like currency conversion charges, taxes and levies, administrative charges, and other overhead expenses etc as applicable from time to time and case to case but no compensation/interest is payable
 - Golden Eagle Expedition is not liable/responsible for any incidental expenses or consequential losses that you may have incurred as a result of the confirmed booking such as visas, vaccinations, non-refundable flights or rail, non-

refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

- Adventure Motorcycling and Driving is inherently uncertain. You must obtain cancellation insurance as part of your travel insurance. It is in the nature of all adventure motorcycling that unforeseen events might cause the loss of fees and expenses you incur.

UNUSED SERVICES

- It is clearly understood that there shall be no refund or compensation whatsoever for unused/unutilized services. This general rule applies to all kinds of non-utilization or under-utilization of tour services like sight-seeing, excursions, meals, hotel stays etc whether of the whole or part of the tour and whether as a matter of your choice, or caused by your fault or compelled by circumstances such as ill-health, weather, external factors etc.
- As a consequence of the above rule, please note that no refund will be admissible in the following circumstances (amongst others).
 - If you fail to join the group at the commencement of the tour or join the group later or leave the group before culmination of the tour for any reasons whatsoever.
 - If you fail to or are unable to utilize any of the services on the tour like travel, hotels, sightseeing, rides, cruises, meals, entrance fees, optional tours etc. due to any reason whatsoever such as late reporting, ill-health etc.
 - If you terminate your participation in the tour due to your own fault, negligence or breach of these Terms.

REFUNDS POILICY

- Token Amount of Rs.5000 is not refundable.
- Refunds (if any) for the amendments and/or cancellations will be paid directly to you without interest by Golden Eagle Expedition Expeditions Pvt Ltd after deduction of the applicable taxes. It would take at least 45 days for us to refund the money which will be paid in INR only as per RBI rules and regulations at the prevailing buying rate on the date of refund.

DEDUCTIONS BEFORE REFUND

- - More than 90 days prior to departure: 30% of the "Tour Cost" (the amount remaining after deducting the Non-Refundable "Booking Deposit" from the Total Tour Cost)
 - 90 – 60 days prior to departure: 60% of the Tour Cost.
 - 60 – 30 days prior to departure: 90% of the Tour Cost.
 - 0 – 30 days prior to departure: 100% of the Tour Cost.