



## GREAT WALL HIKING Booking Conditions

Valid until 31st December 2020

**It is essential that you carefully read and that you understand these Booking Conditions which contain important information. They constitute the contract between Great Wall Hiking and you for the services provided by GREAT WALL HIKING and set out the basis of your legal relationship with GREAT WALL HIKING.**

**By booking with us and paying the non-refundable deposit for all trips, or full payment, you acknowledge that you have read and understood and that you agree to be bound by these Booking Conditions.** We will inform you in writing (to you or your travel agent) if your booking is accepted and a contract comes into existence on the date shown on this letter or email confirmation.

### PRICES & VALIDITY

**Prices are based on costs and exchange rates applicable when first released on the Web. GREAT WALL HIKING reserves the right to adjust prices whether or not you have already made full payment. We will do everything within our control not to adjust prices and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based.** Airfares (except where stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to staff and crew, postage, telephone calls, laundry, drinks, additional hotel accommodation, medical expenses and any items of a personal nature are not included in your trip price.

### YOUR TRIP

All GREAT WALL HIKING trips, but especially those visiting remote or unstable regions, or regions with dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. By booking with us you agree to assume all risks associated with the journey to the maximum extent permitted by law.

When assessing whether trips will operate GREAT WALL HIKING uses information from its local offices in conjunction with advice from the Ministry of Foreign Affairs of China, Australian Department of Foreign Affairs and Trade, the British Foreign Office, and the US Department of State. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. By booking with us you acknowledge your decision to travel on a GREAT WALL HIKING trip is made after due consideration of relevant travel information that may be made available at any time and you agree to assume the risks associated with the trip.

### PAYMENT

#### Deposit & Final payment

A **non-refundable** deposit is required via Paypal at the time of booking, remaining payment can be paid via Paypal as well before leaving home. If you want to pay the outstanding balance upon arrival, then only cash payment (USD or CNY only) is accepted. Please note that Paypal may not work **when you are already in China** due to safety concerns.

#### Methods of Payment:

- A. Visa or Master Card secure online payment via PayPal
- B. Wire transfer

### CANCELLATION BY GREAT WALL HIKING

GREAT WALL HIKING reserves the right to cancel the departure and will advise you of such cancellations not later than 15 days before the departure date. GREAT WALL HIKING will offer you alternative arrangements and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to GREAT WALL HIKING, less any unrecoverable costs incurred by GREAT WALL HIKING, but we will not be liable under any circumstances whatsoever for any claims made by you for any additional costs incurred by you.

GREAT WALL HIKING will not be liable for any delay in, change to or cancellation of trips due to Force Majeure. Force Majeure means a circumstance beyond the reasonable control of GREAT WALL HIKING and includes but is not limited to war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes. If GREAT WALL HIKING does cancel a trip as a result of Force Majeure, or government travel advice, GREAT WALL HIKING will offer you alternative arrangements and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not



accept alternative arrangements we will refund all payments you have made to GREAT WALL HIKING less any unrecoverable costs. GREAT WALL HIKING will not be liable for any additional costs incurred by you.

### CANCELLATION BY YOU

Notification of cancellation must be made to GREAT WALL HIKING in writing by email. The date when written confirmation of cancellation is received by GREAT WALL HIKING will determine the charges applicable. Loss of money paid is as follows:

Days before departure	Charge applicable
Not less than 14 days	Loss of deposit
Between 7 and 13 days	Loss of 50% of the total booking cost or loss of deposit; whichever is the greater
6 days or less	Loss of total booking cost

Depending on your reason for cancellation, these charges may be recoverable under your insurance policy.

No refunds will be made if you leave a trip for any reason after the trip has begun.

### CHANGES TO YOUR HOLIDAY

Traveling with GREAT WALL HIKING requires a certain measure of flexibility, good humour, and an understanding that the itinerary, accommodation, and modes of transport may be changed, even after a tour's commencement, without notice. Changes may occur because of Force Majeure, poor road conditions, weather, the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond GREAT WALL HIKING's control.

The information about trips given on this website and trip notes are subject to change. It is your responsibility to review the up-to-date Trip Notes. These can be downloaded from our website or sent to you on request. The information and conditions in the Trip Notes will be deemed to be part of the contract.

Where changes to your trip occur after you have received your Final Documentation we will, where practical, advise you or your travel agent of such changes. GREAT WALL HIKING does not accept any responsibility for loss of enjoyment, delays or compensation resulting from changes due to Force Majeure or any reasons beyond GREAT WALL HIKING's control. No refunds will be made in any of these situations.

GREAT WALL HIKING reserves the right to modify the itinerary of the tour if ground transportation changes, and/or events beyond its control make such alteration necessary. In this event, any increase or reduction of the tour cost will be calculated and charged/refunded accordingly. If the tour has to be changed at the request of the client/s, the client will be required to pay any additional cost in advance.

### AUTHORITY OF TOUR GUIDE OR REPRESENTATIVE

At all times the decision of the GREAT WALL HIKING tour guide or representative will be final on all matters likely to affect the safety and well-being of the trip. You must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all places visited. Should you fail to comply with the above, or should you interfere with the well-being of the group then the tour guide or company representative reserves the right to order you to leave the trip immediately with no right of refund.

### TRAVEL DOCUMENTATION

All clients must be in possession of a valid passport and necessary visas or permits at the commencement of travel. All such documentation is the sole responsibility of the client. Your travel consultant may assist you in applying for the necessary travel documentation upon request. GREAT WALL HIKING accepts no responsibility or liability whatsoever for the failure of clients to obtain appropriate documentation.

### YOUR HEALTH & FITNESS

It is your responsibility to advise GREAT WALL HIKING of any pre-existing medical conditions that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a trip and the enjoyment of other trip members. You are required to provide an assessment of your medical condition from a qualified medical practitioner. GREAT WALL HIKING reserves the right, at its discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs, if it is deemed that you are not suitable for the trip booked.



## TRAVEL INSURANCE

Travel insurance is compulsory and is the sole responsibility for all GREAT WALL HIKING travellers. Your travel insurance must cover accidents or injury, medical expenses, including any related to pre-existing medical conditions, emergency repatriation, including helicopter rescue and air ambulance, and personal liability. GREAT WALL HIKING also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You are required to carry proof of insurance with you and produce it if reasonably requested by GREAT WALL HIKING's employees. GREAT WALL HIKING reserves the right to cancel your participation in a trip at any time, with no right of refund, if you are unable to provide proof of insurance.

GREAT WALL HIKING tour packages don't include any insurance charge. We highly recommend that you purchase full coverage travel insurance from your country of origin.

## PUBLICITY

You agree that GREAT WALL HIKING may use images of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

## PRIVACY

Certain information will be collected by us to supply the services to you. Your personal information is collected only to enable us to provide you with the services you wish us to provide. The information may be disclosed to or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose. The products or services may not be provided without this information. The information may also be used to inform you of additional products and services, which may be of interest to you. All marketing material sent to you will include an option for you to request removal from mailing or contact lists for any future marketing.

All reasonable information which we collect will be kept confidential to the best of our ability.

GREAT WALL HIKING will not disclose personal information such as your name, address, telephone number to any person outside of the organisation, unless you have authorised us to do so or unless required by law to disclose such information. Furthermore, under no circumstances will GREAT WALL HIKING sell or lease or in any other way provide personally identifying information to any third party.

You may request access to your personal information while it is stored by us and we will assess your request in accordance with the law. We will give you reasons where we deny access. Once your personal information is no longer required, we will take reasonable steps to destroy or permanently de-identify the information.

## COMPLAINTS

If you have any complaint about your trip, you must make it known at the earliest opportunity to the crew and/or GREAT WALL HIKING local representative, who will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

In the event of a complaint or claim for compensation, you must inform us by email, regular mail, or facsimile in writing within 30 days from the end of your tour. Relevant receipts and substantiating evidence must be attached to the letter of claim. GREAT WALL HIKING will not be liable for any claims made later than 30 days after the completion of your tour.

## COMMUNICATIONS

You can contact GREAT WALL HIKING via the web form from [www.greatwallhiking.com](http://www.greatwallhiking.com), email or phone. If for any reason, you fail to receive any reply from GREAT WALL HIKING in regard of your tour status within 48 hours from the time you submitted the request for booking, modifying, or cancelling a tour, please contact GREAT WALL HIKING customer service at [customer@greatwallhiking.com](mailto:customer@greatwallhiking.com) or phone at 86-139 1136 1359 immediately to ensure that we are able to deal with your enquiry.

## DISCLAIMER

Where GREAT WALL HIKING provides services it will do so with due care and skill. GREAT WALL HIKING is not responsible for the acts and omissions of others, including airlines, trains and accommodation providers or for any loss, damage or expense (including loss of money paid in advance) which you may incur as a consequence of the acts and omissions of others.



You warrant that you have not relied on any representation made by GREAT WALL HIKING, which has not been stated expressly on this website.

GREAT WALL HIKING will not accept responsibility or liability for any passenger who contravenes any law or regulation of any country or territory visited. Any independent arrangements that you make that are not part of the GREAT WALL HIKING trip are entirely at your own risk.

GREAT WALL HIKING does not accept liability for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with this contract or in respect of a failure or omission on the part of GREAT WALL HIKING to comply with its obligations under this contract.

Many of GREAT WALL HIKING tour packages include activities which require care attention. You will receive help and advice from our representatives but all activities are undertaken at your own risk. GREAT WALL HIKING, its employees and agents cannot be responsible for any action or event that occurs after its said employees and agents have exercised their duty and taken the necessary care.

To the extent permitted by law, any condition or warranty, which would otherwise be implied into these booking conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

#### Exception to Disclaimer

This disclaimer set out in these booking conditions does not attempt or purport to exclude, restrict or modify liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

#### **GOVERNING LAW**

This contract and all matters arising from it are subject to General Principles of Civil Law of People's Republic of China (1986) and Beijing courts only will have jurisdiction over any dispute arising under this contract.