



Package Pilgrimage Regulation, 2017

ཉམ་སྤོང་ཉེན་སྲུང་ཡིག་ཁང་།
བསྐྱོན་རྒྱུས་ལྟོན་ཁག

**OFFICE OF CONSUMER PROTECTION
MINISTRY OF ECONOMIC AFFAIRS**



བསྟན་ཀྲིས་ཚོན་པོ།
MINISTER

དབལ་ཕྱན་འབྲུག་གཞུང་ བསྟན་ཀྲིས་ལྷན་ཁག།
MINISTRY OF ECONOMIC AFFAIRS
ROYAL GOVERNMENT OF BHUTAN
TRASHICHO DZONG
THIMPHU



FOREWORD

The Ministry of Economic Affairs, through Office of Consumer Protection is pleased to bring forth the Package Pilgrimage Regulation, 2017. In exercise of the power conferred under section 120 of Consumer Protection Act of Bhutan 2012, Office of Consumer Protection under the Ministry promulgates the Package Pilgrimage Regulation 2017.

The regulation applies to Bhutanese licensed pilgrimage operators who render pilgrimage services outside Bhutan. It prescribes minimum standards, procedures and responsibilities of pilgrimage operators, pilgrims and the relevant implementing agencies.

The Ministry through this regulation expects to address challenges related to information disclosure, misleading or unfair commercial practices, payment, and dispute resolution and ultimately ensure the economic interest and safety of Bhutanese pilgrims while availing services from pilgrimage operators.

(Lekey Dorji)
Tengye Lyonpo

Preamble

To provide timely consumer information, protect lives, health, safety, other rights, guaranteed by Section 4 of Consumer Protection Act, and to define responsibility of the pilgrimage operator and pilgrim; and

In exercise of power vested under Section 120 of Consumer Protection Act, the Consumer Board hereby frames and adopts this Regulation as follows:

Chapter 1 Preliminary

Title

1. This Regulation shall:
 - (1) Be called Package Pilgrimage Regulation, 2017.

Commencement

2. This Regulation comes into force on the 6th day of the 9th Month of the Fire Female Bird Year of the Bhutanese calendar corresponding to the 24th Day of November 2017.

Application

3. This Regulation shall apply to Bhutanese licensed pilgrimage operator handling package pilgrimage:
 - (1) Who renders pilgrimage services outside Bhutan;
 - (2) For more than twenty-four hours or if overnight accommodation is provided as part of the package;
 - (3) If the pilgrim has signed a package pilgrimage agreement with the pilgrimage operator; and

- (4) Where the transport services originate from the Bhutanese territory irrespective of where the transport system is registered.

Non Application

4. This regulation shall not apply to any program which is not within the scope of package pilgrimage agreement between the parties under this regulation.

Chapter 2 Implementing Authority

Office of Consumer Protection

5. The Office of Consumer Protection shall:
 - (1) Enforce the provisions of this Regulation in coordination with relevant agencies;
 - (2) Review and alter this Regulation when required;
 - (3) Receive and resolve any consumer complaints regarding package pilgrimage; and
 - (4) Receive and review the feedback submitted by the pilgrim.

Chapter 3 Minimum Standards

Licence

6. A person shall have a valid licence issued by competent authority to operate package pilgrimage outside Bhutan.

Insurance plan

7. A pilgrimage operator shall provide insurance plan for the pilgrim in consultation with the licensed insurance company.

8. The pilgrim may choose any insurance company for insurance coverage.
9. The total price of package pilgrimage shall include the cost of the insurance plan.

Package Pilgrimage

10. The package pilgrimage agreed between pilgrimage operator and pilgrim shall include:
 - (1) Duration of the pilgrimage;
 - (2) Places of visit;
 - (3) Accommodation plan;
 - (4) Guide service;
 - (5) Transport service;
 - (6) Meal plan;
 - (7) Insurance plan; and
 - (8) Total price of the package pilgrimage.
11. The pilgrimage operator shall ensure that the package pilgrimage under Clause 10 of this Regulation have options for the pilgrim.
12. The pilgrimage operator and the pilgrim shall sign an agreement on the agreed package pilgrimage.

Accommodation

13. A pilgrimage operator shall:
 - (1) Provide a proper accommodation consisting of standard room to the pilgrim or as agreed between the parties;
 - (2) Provide the pamphlets and brochures of accommodation facilities prior to departure;

- (3) Provide confirmed reservation document of accommodation to the pilgrim prior to departure; and
- (4) Provide different accommodation for men and women if required.

Preference

14. The pilgrimage operator may give priority preference to pilgrim as follows:
 - (1) Special needs and senior citizen;
 - (2) Women and children; and
 - (3) Men.

Guide Service

15. A pilgrimage operator shall:
 - (1) Provide the personal details of the guide accompanying the pilgrim prior to departure to a pilgrimage site; and
 - (2) Provide a language translator to the pilgrim during the pilgrimage if the pilgrim is not able to understand the language used by the guide.
16. The guide shall provide information regarding safety measures of the pilgrims during the visit to a pilgrimage site.
17. The guide shall have knowledge and experience of the pilgrimage site.

Meal Plan

18. A pilgrimage operator shall:
 - (1) Provide a safe food at a safe place in accordance with package pilgrimage agreement; and

- (2) Provide standard menu to the pilgrim to make informed choice prior to signing of the package pilgrimage agreement.

Transport Service

19. The pilgrimage operator may offer the pilgrim to travel by any mode of transport.
20. If the mode of transport is by road, pilgrimage operator shall;
 - (1) Use a vehicle for pilgrimage which is road worthy with the relevant valid documents;
 - (2) Ensure that fitness and safety standards prescribed under Road Safety and Transport Authority Act and its Regulation is met prior to departure;
 - (3) Equip the vehicle with first aid kit and fire extinguisher for emergency measures;
 - (4) Ensure that a vehicle has comfortable seats with push back sitting facilities for long journey;
 - (5) Assign an additional driver with a valid driving licence for long journey pilgrimage.
21. The pilgrimage operator shall notify the time and place of boarding to the pilgrim.
22. The pilgrimage operator shall maintain list of pilgrim and their emergency contact addresses as prescribed under annexure 3 of this Regulation.
23. The pilgrimage operator shall provide local transport service to the pilgrim if necessary and the cost of such service shall be mutually determined.

Additional Charges

24. Any charge beyond the agreed package pilgrimage for additional services shall be agreed between the pilgrimage operator and the pilgrim.
25. The pilgrim shall bear expenses under Clause 24 of this regulation.

Cancellation

26. The package pilgrimage agreement shall have a provision for cancellation of package pilgrimage.
27. The pilgrim shall not be entitled to refund of package pilgrimage cost during the pilgrimage in the event of cancellation of package pilgrimage.
28. If the pilgrimage is cancelled before one week of departure, the pilgrimage operator shall not charge cancellation fee from the pilgrim.
29. If the pilgrimage is cancelled within one week of departure, the pilgrimage operator may charge the cancellation fee of thirty percent of the total package pilgrimage cost from the pilgrim.
30. If the pilgrimage operator cancels the pilgrimage, the pilgrimage operator shall refund the total cost of the package pilgrimage and associated expenses incurred from the place of residence to the place of departure to the pilgrim.

Replacement of a pilgrim

31. If the pilgrim intends to replace his or her package pilgrimage, a pilgrimage operator may allow the replacement before the commencement of pilgrimage.

Package Pilgrimage Agreement

32. The pilgrimage operator and the pilgrim shall sign a package pilgrimage agreement prescribed under annexure 1 of this Regulation.

Pre-departure Briefing

33. The pilgrimage operator shall conduct departure briefing on:

- (1) The details of package pilgrimage under Clause 10 of this Regulation; and
- (2) The travel safety of the pilgrim.

Chapter 4 Code of Conduct and Responsibility

Code of Conduct

34. The pilgrimage operator shall:

- (1) Deal with every pilgrim in an honest, fair and transparent manner;
- (2) Exercise reasonable skill, care and diligence in carrying out package pilgrimage; and
- (3) Not engage in making false or misleading representation, encourage or engage any person in making false or misleading representation in respect to package pilgrimage.

Responsibility of the pilgrimage operator

35. The pilgrimage operator shall:

- (1) Provide information on package pilgrimage to the pilgrims prior to signing package pilgrimage agreement.

- (2) Ensure that the price quoted for package pilgrimage is the total cost of the services, including any taxes or other charges payable by a pilgrim;
- (3) Share the emergency contact address with the pilgrim;
- (4) Ensure that the vehicle for package pilgrimage depart from a travel terminal within Bhutan;
- (5) Provide information about the pilgrimage sites in the form of brochures or pamphlet to the pilgrim before a visit to a pilgrimage site; and
- (6) Request the Royal Bhutan Police, Ministry of Foreign Affairs for the information under Clause 46 of this Regulation.

Responsibility of Pilgrim

36. The pilgrim shall:

- (1) Maintain receipts and relevant documents related to the package pilgrimage;
- (2) Be cautious and vigilant of safety and personal belongings during the pilgrimage;
- (3) Maintain emergency contact address provided by the pilgrimage operator at all times;
- (4) Not reside in a place other than accommodation covered under package pilgrimage without the consent of the pilgrimage operator; and
- (5) Notify the pilgrimage operator, if he or she plans any additional program not covered under the package pilgrimage.

Chapter 5

Role of Relevant Agencies

Road Safety and Transport Authority

37. The Road Safety and Transport Authority shall:

- (1) Inspect the condition of vehicle including push back adjustable seats especially for long journey;
- (2) Inspect the validity of the required vehicle documents;
- (3) Ensure that the seating capacity commensurate the number of pilgrim; and
- (4) Ensure that the driver and the additional driver have valid driving licence.

Royal Bhutan Police

38. On request of the pilgrimage operator, Royal Bhutan Police shall provide the following information before the commencement of the package pilgrimage:

- (1) Security and safety measures for en-route and destination;
- (2) Illegal possession of contraband items;
- (3) Safe house for casualties during accidents; and
- (4) Provide relevant emergency contact address at the en-route or at the destination as and when required.

Ministry of Foreign Affairs

39. The Ministry of Foreign Affairs shall:

- (1) Share contact address of an Embassy or Consulate office to the pilgrimage operator and such address shall be shared by pilgrimage operator to pilgrims before the pilgrimage;

- (2) Designate one consulate officer or focal person to provide necessary support and assistance to the pilgrims;
- (3) Depute one consulate officer as a temporary Bhutan help desk during the pilgrimage season to provide necessary support and assistance as and when required; and
- (4) Facilitate the pilgrimage operator and the pilgrims for repatriation or evacuation in the event of emergency matters during the pilgrimage.

Ministry of Health

40. The Ministry of Health shall:

- (1) Inform the general public on the requirement of immunization prior to one month departure of the pilgrimage;
- (2) Provide basic list of first aid kit to the pilgrimage operators.

Thromde or Dzongkhag

41. The Thromde or Dzongkhag shall:

- (1) Ensure that no open-ticketing counter is set up by the pilgrimage operator and the ticketing agent; and
- (2) Allocate an appropriate place for ticketing counter, parking and departure of all the vehicles leaving for pilgrimage.

Department of Culture

42. The Department of Culture shall:

- (1) Verify pamphlets and brochures containing information on pilgrimage sites prepared by the pilgrimage operators to the pilgrim; and

- (2) Share information available on pilgrimage sites to the pilgrimage operator.

Insurance Company

43. The Insurance Company shall:
 - (1) Provide insurance coverage for pilgrim based on the agreed proposal with the pilgrimage operator; and
 - (2) Provide claims as per the insurance policy in coordination with Ministry of Foreign Affairs and pilgrimage operator.

Chapter 6 Procedure during Emergency

Illness, Injury or Death

44. In the event of illness, injury or death of a pilgrim due to accident or natural causes, the pilgrimage operator shall refer the pilgrim to the nearest hospital.
45. If the death of a pilgrim is due to accident, illness or any other causes during the pilgrimage, the pilgrimage operator shall immediately notify the nearest embassy or the consulate office for assistance and notify Royal Bhutan Police.
46. In the event of serious illness of a pilgrim, the pilgrimage operator shall notify a close family member of pilgrim and the insurance company insured by the pilgrim for evacuation.
47. In the event of death of a pilgrim, the pilgrimage operator shall comply with the formalities under annexure 5 of this Regulation prior to evacuation in consultation with Ministry of Foreign Affairs.

Missing Pilgrim

48. If the pilgrim goes missing, the pilgrimage operator shall notify the nearest Embassy or Consulate office at the address provided by Ministry of Foreign Affairs for necessary assistance.

Chapter 7 Feedback and Dispute Resolution

Feedback

49. The pilgrimage operator shall distribute the feedback form to pilgrims at the start of pilgrimage.
50. Pilgrims shall submit the feedback form to Road Safety and Transport Authority and submit further to the office of Consumer Protection.

Dispute Resolution

51. In case of any dispute, the parties shall at first amicably resolve any dispute arising from package pilgrimage.
52. In the event of failure to resolve the dispute amicably, a pilgrim may submit a complaint as prescribed under annexure 2 of this Regulation to concerned consumer advocates of Gewog, Region, Dzongkhag or Thromde.
53. The Gewog Region, Dzongkhag or Thromde shall initiate mediation to resolve the dispute between the parties amicably.
54. If dispute is not resolved amicably under Clause 53 of this regulation, it shall be referred to the Dispute Settlement Committee which shall hear the matter and give written decision.
55. The party who is not satisfied with the decision of the Dispute Settlement Committee may appeal to the Royal Court of Justice within 10 working days from the date of decision.

Chapter 8

Offence and Penalty

56. If a person operates package pilgrimage for pilgrim without valid licence under Clause 6 of this Regulation, it shall be an offence liable for fine as per the laws of Bhutan.
57. If a pilgrimage operator fails to provide travel insurance plan for the pilgrim under Clause 6 of this Regulation, he or she shall be liable for Nu. 500/- (Five Hundred only) per pilgrim.
58. If a pilgrimage operator fails to comply Clause 11 of this regulation, he or she shall be liable for Nu.5000/- (Five thousand only)
59. If a pilgrimage operator fails to provide plans as per Clause 13 (1) or 18 of this regulation, he or she shall be liable to refund double the value of the accommodation or meal to the pilgrim.
60. If a pilgrimage operator fails to comply Clause 20(4) and (5) of this regulation, the mode of transport shall be cancelled and shall be liable for expenditure arising out of the cancellation.
61. If a pilgrimage operator fails to comply Clause 34(3) of this regulation, he or she shall be liable under Clause 78 of Consumer Protection Act.
62. Any offence related to package pilgrimage not covered under this Regulation shall be liable under the Consumer Protection Act.

Chapter 9

Miscellaneous

Amendment

63. The Consumer Board of Office of Consumer Protection shall have the authority to alter this Regulation as and when required.

Definition

64. For the purpose of this Regulation, unless the context otherwise requires:

- (1) **“Competent Authority”** means government agency authorized to issue licence to operate pilgrimage;
- (2) **“Misleading Representation”** means a trade practice adopted by supplier, manufacturer and service provider to promote sale or supply of goods and services in the markets through unfair practices or deceptive methods;
- (3) **“Pilgrimage Operator”** means a person having a valid licence to operate package pilgrimage under this Regulation;
- (4) **“Package Pilgrimage”** means a program offered by the pilgrimage operator to pilgrim under this regulation to visit sacred places outside Bhutan;
- (5) **“Pilgrim”** means a natural person who has signed a package pilgrimage agreement under this Regulation;
- (6) **“Special needs”** means a pilgrim who requires assistance during the pilgrimage on account of physical and mental disability;
- (7) **“Safe house”** means a place where the pilgrim is protected in the event of any threat to safety of their lives;
- (8) **“Standard room”** means accommodation with basic amenities such as proper lighting, toilet with running water, ventilation and door locking system.

PACKAGE PILGRIMAGE AGREEMENT

This agreement is executed on this day of (month), (year) at (Place).

Between

The (Name of pilgrimage agent) bearing licence number..... having registered office at..... hereinafter called the “pilgrimage operator”, which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs or legal representatives;

And

Mr./Mrs. bearing Citizenship Identity Number fromvillage,gewog, andDzongkhag, hereinafter called the “pilgrim”, which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs or legal representatives and hereinafter collectively called “the parties”.

WHEREAS the pilgrimage operator expressed his intention to offer package pilgrimage services to pilgrim as specified in the regulation.

AND WHEREAS the pilgrim has agreed to avail the package pilgrimage services provided by the pilgrimage operator

AND WHEREAS the parties mutually agrees to execute this agreement.

NOW THIS AGREEMENT WITNESSES AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:

PACKAGE PILGRIMAGE

1. That the pilgrimage operator shall provide the following services at the agreed price:
 - (1) Duration of the tour; (Details)
 - (2) Places to visit; (Details)
 - (3) Accommodation plan; (Details)
 - (4) Guide Service; (Details)
 - (5) Transport Service; (Details)
 - (6) Meal plan; (Details) and
 - (7) Travel insurance plan; (Details)

COST AND PAYMENT

2. That the amount of Nu..... (In figure) Nu..... (In words) is paid in cash/cheque/internet transaction by the pilgrim to the pilgrimage operator in presence of the witness mentioned below, and that the pilgrimage operator hereby acknowledges the receipt of the same through receipt no.....dated
3. That the amount mentioned under Clause 2 is the total price of services mentioned under clause 1 of this agreement.
4. That the pilgrimage operator shall not charge any additional amount except as agreed between the parties.

RESPONSIBILITIES OF THE PARTIES

5. The Pilgrimage Operator shall:
 - 1) Provide necessary documents for the pilgrimage to the pilgrim;

- 2) Notify the pilgrim of the required travel documents for the pilgrimage;
- 3) Arrange and notify the place of departure for pilgrimage;
- 4) Liaise with Embassy or consulate office and Royal Bhutan Police in case of illness, death, missing pilgrim, or accident with necessary assistance;
- 5) Facilitate insurance claims in collaboration with Ministry of Foreign Affairs and Insurance Company in accordance with insurance policy;
- 6) Allow the pilgrim to choose roommate prior to departure; and
- 7) Comply the provisions of the Package Pilgrimage Regulation.

6. The pilgrim shall:

- 1) Report to the place of departure as notified by the pilgrimage operator;
- 2) Provide personal details to the pilgrimage operator necessary for pilgrimage;
- 3) Adhere to the laws, customs and tradition of the country of pilgrimage;
- 4) Pay the applicable charge for cancellation of pilgrimage in accordance with the cancellation clause; and
- 5) Ensure the compliance of the provisions of the Package Pilgrimage Regulation.

CANCELLATION

7. The pilgrim shall not cancel the package pilgrimage except under unavoidable circumstances.

8. The pilgrim shall not be entitled to refund of package pilgrimage cost during the pilgrimage in the event of cancellation.
9. The pilgrimage operator shall not charge cancellation fee from the pilgrim if the pilgrimage package is cancelled before one week of departure.
10. The pilgrim shall pay the cancellation fee of 30% of the total pilgrimage package cost if the pilgrimage package is cancelled within one week of departure.
11. The parties shall sign an agreement to effect the cancellation of package pilgrimage.

FORCE MAJEUR

12. In the event of force majeure including natural disasters, wars, strikes, terrorist attacks, epidemics, revolutions and other unforeseen events which are beyond the control of the parties during the pilgrimage, the parties shall be exempted from any contractual liability for untimely or non-performance of obligations under this agreement.

DISPUTE RESOLUTION

13. In the event of dispute arising out of this agreement between the parties, the dispute shall be resolved as per Clause 51 to 55 of Package Pilgrimage Regulation.

IN WITNESS WHEREOF, the parties have set their respective hands on this agreement on the day, month and year first written in presence of the following witnesses.

(Legal Stamp & Signature)

(Legal Stamp & Signature)

Name of the Pilgrimage operator

Name of the Pilgrim

Mr/Ms.....

Mr/Ms.....

1. Witness for Pilgrimage operator.....

Name

CID No.....

Contact address.....

2. Witness for the Pilgrim.....

Name

CID No.....

Contact address.....



Office of Consumer Protection
Ministry of Economic Affairs

Annexure 2

Consumer Complaint Form

1. Details of the parties

Complainant details:	Respondent details:
Name:.....	Business Name:.....
CID No:	Address:.....
Address:.....	Email ID:.....
Contact number:	Contact Number:

2. Place and date of complaint:

3. Complaint details:

4. Remedies or compensations the complainant is seeking.

5. Attach any supporting documents (E.g.: receipts, contracts, invoice, agreement signed or any correspondences between the parties)

I declare that the above information including attached supporting document(s) is true and correct to the best of my knowledge.

Signature Date: _____

For Official Use:

Complaint accepted Complaint Rejected

Registration No.

Signature and official seal Date: _____

Annexure 3

[Insert name of the Transport Service]

PASSENGER FLOW RECORD (to be maintained by the pilgrimage operator)

Name of the pilgrimage operator.....

Date of Journey: _____ Time of Boarding: _____

Place of Boarding: _____

Destination: _____ Expected time of Arrival: _____

Duration of the pilgrimage: _____

Date of return and arrival: _____

Registration no. of the Bus: _____

Name of the Drivers: _____

Driving License Number: _____

Drivers contact no: _____

Sl. No	Name of the passenger	Age	Sex	CID	Name of a Person to be contacted in times of emergency	Contact no	Seat Number

SUMMARY OF PASSENGERS

GENDER	NUMBER OF ADULTS	NUMBER OF MINOR	TOTAL
<i>Male</i>			
<i>Female</i>			
<i>Other</i>			
TOTAL			

Note: A child below the age of 5 shall be considered minor and shall be exempted from payment of fare.

Acknowledged and verified by:

(Name, sign & seal)
Tour operator

(Name, sign & seal)
RBP

FEEDBACK FORM FOR PILGRIMS

Tour Dates

Name of the tour operator -----

Destination of pilgrimage

Name of the pilgrim (Optional)

1. Did the tour meet your over all expectations

- Yes No

2. Was the package pilgrimage as agreed :

- Yes No

Comments

.....

.....

3. Were the meals to the standard you expected?

- Yes No

Comments

.....

.....

4. Was your accommodation to the standard as agreed?

- Yes No

Comments

.....

.....

5. Was the transport safe and comfortable?

- Yes No

Comments

6. Were the day tours meaningful and satisfactory?

- Yes No

Comments

7. Was the Guide informative and helpful?

- Yes No

Comments

8. Any other ideas or comments you may have to help improve future tours?

Comments

9. To assist us with planning future tours, what destinations would you like to visit in the future?

.....

10. Was the cost of the package tour cheap, expensive or reasonable?

11. Any other comments and feedbacks.

Annexure 5

Following actions are requirement to be undertaken in the event of natural or accidental death, by the pilgrimage operator in consultation with Ministry of Foreign Affairs.

1. In the event of accident the pilgrimage operater should contact the nearest embassy of the consulate office/ police/head office or any other relevant authorities
2. Health /medical certificate
3. Police certificate
4. Post mortem/embalming
5. Identification (Coffin)
6. Transportation to airport
7. Custom Clearance
8. Airway bill
9. Transportation to final destination
10. Clearance of bill from the clause 1 to 8
11. Take delivery charges by the relatives/sibblings
12. Contact points during emergency to be shared(Royal Bhutan Police ,Ministry of Foreign Affairs, Insurance Company, Road Safety and Treansport Authority, Tourism Council of Bhutan,Department of Culture,Office of Consumer Protection,Regional Trade and Indusrty Office.
13. Admission of the injured patient in the appropriate hospital