



Tourism Rules and Regulations 2017



Tourism Council of Bhutan

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Chapter I Introduction

1.1.Preliminary

1.1.1.In exercise of the approval accorded by the cabinet during its 123rd Lhengye Zhungtshog held on 7th February 2017, the Tourism Council of Bhutan hereby introduces the Tourism Rules and Regulations 2017.

1.2.Title

1.2.1.These Rules and Regulations shall be known as Tourism Rules and Regulations 2017, hereafter referred to as TRR 2017.

1.3.Extent and Commencement

1.3.1.These Rules and Regulations shall extend to the whole of Kingdom of Bhutan unless otherwise a provision specifically referred to or is limited to one more specific regions of the country.

1.3.2.These Rules and Regulations shall come into effect from 1st November 2017

1.4.Rules of Construction

1.4.1.In these Rules and Regulations, unless the context indicates otherwise, the singular shall include plural and the masculine gender shall include the feminine gender and vice versa.

1.5.Supersession

1.5.1.All existing rules, regulations, notifications, circulars and instructions existing as of 7th of February 2017, which are covered under TRR 2017 shall be deemed to have been superseded from the effective date of these Rules and Regulations.

Chapter II Licensing

2.1. Types of Licenses

2.1.1. TCB may, in accordance with these Rules and Regulations, issue the following licenses:

- i. Tour Operator license;
- ii. Tourist Standard Accommodation and Restaurant license;
- iii. Tourist Guide license;
- iv. Trekking Cook license; or
- v. Any other tourism related license.

2.1.2. For the purpose of this section a Tourist Guide shall be classified as follows:

- i. Cultural Guide;

- ii. Trekking Guide;
- iii. Senior Tour Guide; and
- iv. Tour Leader.

2.2. Licensing Requirement

- 2.2.1. A person applying for a Tour Operator License under section 2.1.1 shall furnish copies of following valid documents to TCB:
- i. The correctly filled prescribed form;
 - ii. Citizenship Identity Card as proof of being a Bhutanese National and 18 years of age and above;
 - iii. Security Clearance Certificate;
 - iv. Proof of having adequate communications facilities and a postal address;
 - v. Declaration signed by the applicant that he/she is not a Civil Servant, employee of a Government Controlled Organization or Corporate Body as set out in **Annexure A**
- 2.2.2. A person applying for Cultural Guide license under section 2.1.2 shall furnish copies of the following valid documents to TCB:
- i. The correctly filled prescribed form;
 - ii. Citizenship Identity Card as proof of being a Bhutanese National and 18 years of age and above;
 - iii. Security Clearance Certificate;
 - iv. Medical Fitness Certificate;
 - v. Class XII passed Certificate;
 - vi. Declaration signed by the applicant that he/she is not a Civil Servant, employee of a Government Controlled Organization or Corporate Body as set out in **Annexure A**; and
 - vii. National Level Certificate issued by the Department of Occupational Standards.
- 2.2.3. A person applying for Trekking Guide License under section 2.1.2 shall furnish copies of the following valid documents to TCB:
- i. The correctly filled prescribed form;
 - ii. Citizenship Identity Card as proof of being a Bhutanese National and 18 years of age and above;
 - iii. Security clearance;
 - iv. Medical Fitness Certificate;
 - v. Class XII passed Certificate;
 - vi. Cultural Guide License;
 - vii. Declaration signed by the applicant that he/she is not a Civil Servant, employee of a Government Controlled Organization or Corporate Body as set out in **Annexure A**; and
 - viii. Pass certificate in the Trekking Guide exam.

- 2.2.4. A person applying for Trekking Cook License under section 2.1.2 shall furnish the following documents to TCB:
- i. The correctly filled prescribed form;
 - ii. Citizenship Identity Card as proof of being a Bhutanese National and 18 years of age and above;
 - iii. Security Clearance Certificate;
 - iv. Medical Fitness Certificate; and
 - v. Certificate in trekking cook training.

2.3.Review of Application

- 2.3.1. Upon receipt of the application, TCB shall review the application.
- 2.3.2. TCB may request the applicant to furnish additional information if the furnished information is found to be vague or incomplete.

2.4.Issue of License

- 2.4.1. TCB shall issue License upon fulfillment of all the requirements contained in these Rules and Regulations by the applicant.
- 2.4.2. In case of loss or damage of License, the Licensee shall, upon paying the fees prescribed by TCB, apply for a Duplicate License.

2.5.Refusal of License

- 2.5.1. TCB may refuse to issue License where the applicant;
- i. has failed to comply with the requirements of any provision of these Rules and Regulations.
 - ii. has been debarred by a competent authority on any ground under the Laws of the Kingdom of Bhutan.
 - iii. has engaged in fraudulent activities in the submission of the necessary documents.
 - iv. the principal, associate or partner has been found guilty of professional misconduct, by a recognized professional body whose participation is in the opinion of TCB, material for the grant of registration.
 - v. is of unsound mind and stands so as declared by a competent court/ medical institution.
 - vi. is currently employed by the Government , a Government-Controlled Organization or Corporate Body; or
 - vii. is disqualified under any law which is operative and in effect in the Kingdom of Bhutan.

2.6. Duration of License.

- 2.6.1. TCB shall issue License for the duration of one year and or as may be notified by TCB from time to time.

2.7. Fees

2.7.1. The Applicant shall pay License fees as per the Fees Schedule annexed as **Annexure B**.

2.8. Renewal of License

2.8.1. A License issued under these Rules and Regulations shall be renewed within one month before the date of expiry of such a License, subject to an application being made in a manner and form prescribed by TCB.

2.9. Non-renewal of License/ Late Renewal

2.9.1. Where the Licensee applies for renewal of the License after the expiry of the period of validity a person shall be liable for a late renewal fee prescribed by the Fees Schedule in these Rules and Regulations.

2.10. Cancellation of License

2.10.1. TCB on the recommendation of the Disciplinary Committee may cancel a License where the Licensee:

- i. has been adjudged bankrupt or declared insolvent, or in the case of a Corporate Body, has been the subject of a winding up order;
- ii. has obtained his License or renewed the License by engaging in fraudulent activities;
- iii. failed to renew the License within one year from the lapse of the renewal date;
- iv. Is found to have been convicted by Royal Court of Justice for any felony offences associated with tourism related activities; or
- v. where the offence committed by the Licensee in contravention to the Code of Conduct outlined in these Rules and Regulation is of severe nature.

2.11. Suspension of License

2.11.1. TCB on the recommendation of the Disciplinary Committee may suspend a License where the Licensee:

- i. has been negligent in the rendering of his/her services.
- ii. has contravened any provision outlined within these Rules and Regulations.
- iii. has failed to comply with any condition specified in the License.
- iv. is found to have been convicted by Royal Court of Justice for any offence(s) associated with tourism related activities falling under any one or more of the following:
 - a) Misdemeanor;
 - b) Petty misdemeanor; or
 - c) any other offence graded below Petty Misdemeanor;

- v. has been referred to the Royal Court of Justice for adjudication;
- vi. has engaged in fraudulent activities in obtaining works; or
- vii. the principal, associate or partner has been found guilty of professional misconduct by a recognized professional body whose participation is in the opinion of TCB, material for the grant of registration.

2.11.2. TCB, in suspending a License shall consider the severity of the offence and shall suspend the License for a period not more than three years.

2.11.3. Where the validity of the suspended License expires before the completion of a suspended period, the Licensee shall renew such License within one month after the completion of a suspension period, and non renewal within the period specified by TCB shall result in the defaulter being subjected to late fees or penalty as prescribed by these Rules and Regulations.

2.12. Transfer of License

2.12.1. TCB may transfer the License granted in relation to the premises and (or) business which was the subject of the succession, to the new owner or heirs or legatees of a deceased Licensee who has been declared lawful successor by the Court of Law, upon receipt of an application for the transfer along with a copy of the Court Order.

2.12.2. A License transferred shall be valid until the expiry of that License.

2.12.3. Where a License has been transferred, TCB shall, upon payment of the appropriate fee, endorse on the license a note of the transfer.

2.12.4. Any license transferred under this Section 2.12.1 shall be held subject to the conditions upon which it was originally granted.

2.13. Obligation of Licensee

2.13.1. The Licensee, bearing a Tour Operator License shall perform, *inter alia*, the following obligations:

- i. The Licensee shall complete an orientation course conducted by TCB after getting the License.
- ii. The Licensee must conduct his or her business at an appropriate premise with adequate communication facilities and a postal address that is registered with TCB.
- iii. Any change in the premises or in the address, phone, fax or email address must be notified to TCB immediately.
- iv. The premises at which a Licensee intends to conduct business must satisfy the basic standards for health and safety requirements as prescribed by the relevant authorities.

- v. The office must be clearly identified with a sign and the name as shown in the License, and that sign shall not state the name or the symbol of any other business other than the registered name and the logo of the Licensee; and
 - vi. The Licensee intending to conduct business from his residence must satisfy an existence of clear demarcation between residence and office. The office shall be housed in a separately marked structure with its own postal address.
- 2.13.2. The Licensee, holding a Tour Operator License shall ensure the following in regards to their employees:
- i. An employee is a Bhutanese National;
 - ii. Tour guides, cooks and other related service providers possess valid Licenses issued by TCB;
 - iii. Employed Driver must possess valid tourist driving License issued by the relevant authorities and must not drive a motor vehicle contrary to specified types of vehicle for which the License is granted; and
 - iv. Recruit and manage the employees as per the legislation of relevant authorities.
- 2.13.3. The Licensee, holding a Tour Operator License—shall ensure that their employee(s) consists of the following:
- i. A staff member experienced in the tourism sector to carry out all its business functions; and
 - ii. Licensee may act as an Executive Officer or appoint a key Executive Officer, responsible for the proper administration, operations, and management of the Tour Agency;
- 2.13.4. A Tour Operator shall deploy adequate number of guides commensurate to the size of the tour group
- 2.13.5. The Licensee, holding a Tour Operator License shall submit any document to TCB, as proof, that the person acting as the key Executive Officer has
- i. a good command over the English language, and
 - ii. a minimum of one year experience in an executive position in tour operations or possess a degree/one-year Diploma in Tourism Management.

2.14. Power of Inspection and Duty to Provide Information

- 2.14.1. TCB, for the purpose of issuing or renewal of license, will have access to the place of business at all reasonable times or direct any licensee to furnish such information for verification, upon the issuance of prior notice in writing

2.15. Offences under this chapter

- 2.15.1. Except provided by these Rules and Regulations under this chapter, any person who engages in tourism activities without obtaining the necessary valid License shall be guilty of offence and shall be liable to be levied fine;
- 2.15.2. Any person holding a Tour Operator License, who fails to perform any of the obligations set out in the section 2.13; or
- 2.15.3. Any Licensee or any person acting on his behalf who willfully obstructs any duly authorized person acting in the exercise of a right conferred by Section 2.14.1 shall be guilty of an offence.

Chapter III Conduct of Tourism Business

3.1. Minimum Daily Package rate

- 3.1.1. The Minimum Daily Package rate fixed by TCB is set out in these Rules and Regulations as **Annexure C**
- 3.1.2. On the day of departure, the Tour Operator's obligation shall be limited to the provision of breakfast and any extra requirements or expenses thereof not included in the tour package shall be payable on an actual basis by the tourists themselves.
- 3.1.3. In the event of services being availed through multiple service providers by the tourists during their visit, the tour operator in whose name the visa has been processed is responsible for all coordination related matters throughout the duration of the stay. This particularly holds for the consolidated SDF payment for the entire duration
- 3.1.4. A Tour Operator shall submit supporting documents to TCB for a refund, in the event of early exits.
- 3.1.5. A Tour Operator must disclose the tourist package components including:
 - i. Itinerary;
A detailed itinerary must be agreed upon in advance and duly communicated. Changes in the itinerary must be mutually agreed upon by the clients and intimated to TCB. Information on transfers should also be clearly communicated in the itinerary.

- ii. Accommodation;
The type of accommodation provided, along with the star rating for such accommodation must be communicated to the clients. In the event of the guests opting for other categories of accommodation, basic information regarding the standard, style, and price of accommodation, be it lodges, farm stays or community lodges, along with the photographs of such establishments must also be duly communicated. The accommodation provided should be 3 stars & above.
- iii. Guide Service;
It is mandatory for all tour operators to provide only certified guides to their clients, whether international or regional. Special qualifications such as foreign language skills, expert knowledge in specific fields must be communicated. The name, photograph and License copy of the guide accompanying the client(s) should be provided prior to the visit.
- iv. Meal Plan;
Clear information on meals should be provided taking into consideration the areas being visited as per the agreed itinerary.
- v. Transport;
The type of transport including its model and capacity must also be communicated. The vehicle must be fully insured and shall be driven by a licensed driver/chauffeur.
- vi. Extras;
A Tour operator shall disclose any additional services and entrance fees if deemed necessary.
- vii. Cancellation policy;
A Tour Operator shall share a cancellation policy to their client(s) prior to the visit.

3.2. Surcharge for Individuals and Small Groups (FIT)

- 3.2.1. Individual tourist and tourist less than three persons in a group shall pay surcharge besides the Minimum Daily Package rates as set out in **Annexure C**.
- 3.2.2. If any member(s) of the non-FIT group has/have a different arrival or departure dates or these dates are revised subsequently during the verification, they will be treated as FIT and relevant surcharge will be levied for the whole duration of stay.

- 3.2.3. In a group of three persons, if one member is a child below five years, the group shall be treated as a FIT group of two persons and surcharge will be applicable.

3.3. Agency commission

- 3.3.1. As per international norms, 10% of the gross tour payment shall be payable to the principal agents abroad as commission and shall be deducted by these agents at the source.
- 3.3.2. This commission shall be calculated from the gross amount of the Minimum Daily Package rate.

3.4. Discounts

- 3.4.1. A Tourist shall be entitled to discounts as set out in the **Annexure C** of these Rules and Regulations.

3.5. Visa application procedure and payment

- 3.5.1. Visa shall be processed and payments must be made as set out in the **Annexure D** of these Rules and Regulations.

3.6. Visa Extension

- 3.6.1. In the case of visa extension, the previous application shall be canceled and a new application shall be resubmitted to TCB for processing. Any additional tour cost that may be incurred shall be paid before the resubmission of the application. However, in the event of any changes made with regard to the extension of Visa after the arrival of the tourists into Bhutan, the Tour Operator should come to TCB to make the necessary changes. The extension will be subject to approval by DOI.

3.7. Postponement or cancellation of a Tour

- 3.7.1. Tour Operators shall develop a cancellation policy. It is the duty of the Tour Operator to inform the guest about any cancellations which must be agreed upon by the Tourist(s) prior to the materialization of their visit.
- 3.7.2. A tour programme, once booked can only be postponed for a maximum period of one calendar year. If the tour does not materialize within the stipulated time, the payment shall be directly refunded to the clients.
- 3.7.3. Upon furnishing of relevant evidence, there will be a full refund to the client in the event of sickness, health problems, family bereavement, and international disasters or if information pertaining to the cancellation has not been intimated to the Tourist(s) by the Tour Operator.

3.7.4. Once the cancellation is confirmed, TCB will transfer the tour payment directly to the Tourist. However, charges for the transfer of money will be deducted from the amount to be refunded and Visa Fees shall be non-refundable.

3.8. Delayed Arrival/ Departure

3.8.1. There shall be no charges for the number of days of delay either during arrivals or departures or both, due to weather conditions, communication problems, cancellation or delay in Bhutanese airline flights, sickness or any other legitimate reason as TCB may deem reasonable. However, the Tourist will be charged on the actual expenses on accommodation, food, transport and any other services provided.

3.8.2. A Tour Operator shall immediately notify TCB in writing about the change in tour duration as a result of situations outlined under section 3.8.1.

3.9. Offences under this chapter

3.9.1. It shall be an offence under this chapter if any person, engaging in tourism activities engages in any of the following:

- i. Charges lesser than the Minimum Daily Package rate as prescribed under these Rules and Regulations;
- ii. Fails to display tourist package components including cancellation policy as provided in section 3.1.5; or
- iii. Failure to provide or provides discounts in contravention to section 3.4.1;

Chapter IV Trekking

4.1. Trekking Permits

4.1.1. Trekking in areas with Army installations shall require Permits from the Royal Bhutan Army for which a copy of the Visa Clearance should be printed out from Tashel Online System and submitted to the RBA.

4.2. Trekking Requirements

4.2.1. A Tour Operator shall provide the Licensed Trekking Guide with the necessary permits to lead every trekking group embarking on a trek. Every trekking group must be equipped with the necessary items listed in the Trekking Guideline prescribed by TCB from time to time. The requirements provided in the Trekking Guideline shall also be duly intimated to the Trekker prior to the commencement of the trek;

- 4.2.2. A Tour Operator shall conduct treks only on designated trails identified by TCB, which shall be updated from time to time by TCB. The Tour Operator shall abide by the Forest and Nature Conservation Act and its regulations;
- 4.2.3. Where a Trekking Group consists of 10 Tourists or more, the Tour Operator shall deploy an additional Trekking Guide;

4.3. Responsibilities of the Tour Operator and Trekking Guide

- 4.3.1. A Tour Operator handling the trek shall ensure and the Trekking Guide shall perform, *inter alia* the following responsibilities:
 - i. Trekking Group shall halt only at Campsites designated by TCB;
 - ii. The use of firewood for cooking is strictly prohibited; the use of campfire shall be governed by the Forest and Nature Conservation Act and its regulations;
 - iii. All biodegradable garbage resulting from cooking, eating or/and drinking must be buried in a pit far away from the Campsite and evenly covered with earth;
 - iv. All combustible garbage shall be burnt at a location distant from the Campsite;
 - v. Non-biodegradable garbage items listed in shopping list must be brought back and properly disposed of at a designated garbage disposal site;
 - vi. Trekking Guides shall inform TCB about any waste irresponsibly discarded by the earlier occupants of the Campsite;
 - vii. Toilet Pits should be dug at least 50 meters away and downstream from nearby water sources. They must be properly covered with earth to leave no trace of the pit before the occupants leave the Campsite;
 - viii. Ensure that visitors do not indulge in any activity that may cause disturbance or destruction of the flora and fauna in the locality and abide by the "Forest and Nature Conservation Act and its regulations;
 - ix. Ensure that the Campsite is left in proper conditions for use by subsequent groups.

4.4. Reporting Responsibility

- 4.4.1. Upon completion of a trek, the Trekking Guide shall submit a report to the Tour Operator;
- 4.4.2. It shall be the responsibility of the subsequent tour group to submit a report to TCB if the earlier group has been found to have acted in contravention or failed to adhere to the regulations laid down in this chapter.

4.5. Offences under this Chapter

- 4.5.1. It shall be offence under this chapter:
 - i. if the Tour Operator provides a Trekking Guide without a valid license or necessary permit for trekking;

- ii. if the trek is conducted outside the confines of the designated trail as provided in these Rules and Regulations;
- iii. where the Tour Operator fails to provide additional Trekking Guide as required under this chapter;
- iv. where the Tour Operator or Trekking Guide fails to fulfill the responsibilities outlined in section 4.3; or
- v. where the Tour Operator has failed to adhere to the responsibility of reporting transgressions as provided in section 4.4.

Chapter V

FAM and FOC

5.1. FAM visits

- 5.1.1. FAM visits for purpose of this section shall mean familiarization visits, applying to those overseas travel companies promoting or intending to help foreign travel companies gather first-hand information about tourism attractions, infrastructure, and facilities available in Bhutan to enable them to promote Bhutan as a destination as well as give them the opportunity to explore and discuss new ideas and areas of interest. Upon the grant of approval, such visitor(s) shall not be liable to pay the daily SDF levied by the government.
- 5.1.2. TCB will facilitate FAM visits as a cost effective way of creating awareness and promoting Bhutan as a destination. However, in order to avail FAM visits, the following criteria must be fulfilled:
 - i. FAM visits must be organized in collaboration with a licensed Bhutanese Tour Operator who will be exclusively responsible for ensuring mandatory compliance of all the Rules and Regulations and fulfillment of obligations;
 - ii. FAM visits will be provided only to representatives from foreign travel companies with legitimate business entities duly registered or licensed by authorities in their respective countries. TCB will verify the status of the company before entertaining any requests;
 - iii. Generally, only the Proprietor/ Head of the company and/or a Senior Marketing Executive of a travel company will be granted FAM visits. If the person undertaking the visit is neither the Proprietor nor the Head of the company, the request for FAM must be made by the Proprietor or Head of the Company to TCB on behalf of the person visiting; and

5.2. FOC visits

- 5.2.1. FOC visits for the purpose of this section shall mean Free of Cost visit, applicable to travel writers, journalists and goodwill ambassadors of Bhutan, and guests of TCB. Guests under FOC status will either help

promote Bhutan or assist TCB by sharing ideas and providing technical assistance.

- 5.2.2. However, in order to avail FOC visits, the following criteria must be fulfilled:
- i. FOC visits may be provided to journalists or travel writers who propose to come and help promote Bhutan through written articles and broadcasts;
 - ii. FOC visits may be extended to friends of Bhutan and Bhutan's Goodwill Ambassadors recognized and found to be eligible for FOC status, by relevant authority; and
 - iii. FOC status will be provided to those guests who come to assist TCB for various purposes.

5.3. Application Procedure for FAM/FOC visits

- 5.3.1. Requests for FAM visits shall be addressed to the Head of TCB through a licensed Bhutanese Tour Operator. Requests shall be accompanied by a duly filled application form that should reach the TCB office at least two weeks prior to the visit.
- 5.3.2. All those requesting for FOC visits shall address their proposal directly to the Head of TCB. In a case of visitors coming through a local Bhutanese Tour Operator, their visa application shall be submitted by the local Tour Operator hosting the visit. -Media personnel seeking FOC status shall route their visa applications through a local Bhutanese Tour Operator.
- 5.3.3. All FAM/FOC application other than tourists should be applied directly to the DOI along with the approval/ recommendation of TCB, as per immigration rules and regulation.

5.4. Obligations

- 5.4.1. It shall be mandatory for all FAM visitors to call on TCB before their departure. During the meeting, they shall introduce their company and provide copies of their company profile, marketing brochures, and other relevant literature or information. TCB, in turn, shall brief the visitors about the policies and guidelines on tourism as well as any plans and programmes for the future.
- 5.4.2. TCB shall request the FAM visitors to provide feedback on their experiences and their views and comments whenever necessary.
- 5.4.3. The FOC visitor shall be required to furnish TCB with information pertaining to their work or place of work (company) and while in the

country, meet relevant officials to discuss and exchange ideas on issues of mutual interest.

5.4.4. The FOC visitors will provide TCB with a copy of their work at the earliest.

5.5. Family members of FAM/ FOC visitors

5.5.1. The Family members accompanying FAM/FOC visitors shall not be eligible for FAM/FOC status except in certain cases as may be determined by TCB to be reasonable and necessary.

5.6. Offence under this Chapter

5.6.1. Where any Tourists availing the FAM or FOC status has been found to be engaging in fraudulent means to avail such status or the Tourists who availed such status has failed to fulfill their obligations as set out in section 5.4, shall be guilty of an offence and shall not be eligible for FAM or FOC status in the future.

5.6.2. Any Tour Operator who engages in fraudulent means to avail FAM/ FOC status shall be guilty of an offence.

Chapter VI MICE

6.1. MICE Participants

6.1.1. MICE participants for this purpose shall constitute only Meetings and Conferences Participants from SDF-paying countries, who visit Bhutan for Meetings and Conferences conducted during Winter and Summer months.

6.1.2. For the purpose of this Chapter, Meeting and Conference Participants shall mean participants in a group of a minimum of thirty, visiting for Meetings, Conferences, Training seminars or other events for a minimum of one day

6.2. Waiving of SDF

6.2.1. Upon verification by TCB and if deemed eligible MICE participants visiting the country for the purpose mentioned in section 6.1.2 shall be exempted from paying SDF for the following duration of stay in the country:

- i. During the actual MICE Event(s); and
- ii. Two additional days for a leisure stay as an incentive.

6.2.2. In the event of the Principal MICE participant authorizing someone else to attend an event on his/her behalf, such a person, upon presenting the

authorization from the Principal and due verification by TCB, may be exempted from paying SDF.

- 6.2.3. Any person who visits the country accompanying MICE Participant, including the spouse, relatives or friends shall not be eligible for exemption of SDF.

6.3. Application procedure for MICE participants

- 6.3.1. The participant(s) shall address their proposal directly to the Head of TCB. In the event where the participant has been invited by a Private Sector or Corporate Body, the application for the exemption of SDF shall be submitted to TCB by the Private Sector or Corporate Body, hosting the visit.
- 6.3.2. All proposals shall contain detailed programme of the Meeting or Conference.
- 6.3.3. All applications for MICE participants shall be verified and the exemption of SDF approved by the Head of TCB. Approvals shall be communicated by TCB to the applicant.
- 6.3.4. All MICE application other than tourists should be applied directly to the Department of Immigration along with the approval/ recommendation of TCB as per immigration rules and regulation.

6.4. Offence under this chapter

- 6.4.1. Misuse of or engaging in fraudulent practice of MICE visits shall be offence under this chapter.

Chapter VII Code of Conduct

7.1. Tour Operator

- 7.1.1. A Tour Operator shall act and deal with every tourist(s) in an honest, fair and transparent manner while carrying out his/her business as a Tour Operator.
- 7.1.2. A Tour Operator must exercise reasonable skill, care, and diligence in carrying out its business.

- 7.1.3. A Tour Company shall settle any claims which may relate to but not limited to accommodation bills, travel and airfares within the week they receive the payment from the Tourism Council of Bhutan.
- 7.1.4. A Tour Operator dealing with a tourist regarding travel packages arranged by him/her shall not engage in any one or more of the following;
- i. Use high-pressure tactics or harass the tourist(s);
 - ii. Encourage or engage another person in using high-pressure tactics or harass the tourist(s); or
 - iii. Condone the use of high-pressure tactics or harassment of the tourist(s) by any other person.
 - iv. Make false or misleading representation to the tourist(s);
 - v. Encourage or engage another person in making false or misleading representation to the tourist(s); or
 - vi. Condone the making of false or misleading representation to the tourist(s) by any person.
- 7.1.5. A Tour Operator must ensure:
- i. That the price quoted for goods or services by the Tour Operator in a travel package shall be the total cost of the goods or services, including any taxes or other charges payable by a tourist; and
 - ii. That an advertisement or promotional material about goods or services included in a travel package arranged by the Tour Operator must disclose conditions or restrictions applying to the supply of the goods or services.
- 7.1.6. A Tour Operator must not use undue influence or high-pressure tactics to have tourist(s) go shopping instead of doing all or part of other activities that the tourist(s) may have been scheduled to do, as a part of his/her travel package.
- 7.1.7. A Tour Operator shall ensure that a travel package arranged by the Tour Operator for a tourist(s) does not consist predominantly of shopping excursions unless:
- i. The Tour Operator and the tourist(s) agree before the travel package begins, that the package is to predominantly consist of shopping excursions; or
 - ii. The tourist(s) grant their consent to the tour being predominantly of shopping excursions in the travel package.
- 7.1.8. A Tour Operator shall not charge tourist(s) for goods or services that are available free of charge to the public.
- 7.1.9. A Tour Operator must ensure that goods or services included in a travel package arranged by the Tour Operator are provided in accordance to the

initially agreed terms, with regard to any representation about the goods or services made in an itinerary, quotation or promotional material for the package.

7.1.10. Notwithstanding anything contained in section 7.1.9, due to circumstances reasonably beyond the Tour Operator's control, where good and services that needs to be provided under the package is unavailable, the Tour Operator shall:

- i. provide reasonably practicable goods or services which are as far as possible, of a similar type, value and quality; or
- ii. in event where the Tour Operator is not able to comply with section 7.1.10 (i), the cost of the unavailable component shall be duly refunded.

7.1.11. However, if goods or services of a similar type, value and quality are unavailable, a Tour Operator may, with the consent of the tourist(s) who purchased the travel package, replace it with other goods or services.

7.1.12. A Tour Operator must ensure, that a Tour Guide, in providing guiding services arranged by the Tour Operator:

- i. shall display the Tour Guide's License, in a manner which is clearly visible to the other person;
- ii. shall not prevent a tourist from shopping in retail outlets or gaining access/buying goods or services, including travel services offered by another supplier;
- iii. shall not obstruct a person lawfully advertising or giving out information to a tourist about travel or other services or prevent tourist(s) from accessing advertisements or information about travel or other services, including, for example, travel services offered by another supplier;
- iv. shall not confiscate or withhold a tourist's money, passport, personal documents or other property;
- v. shall not exert or use unfair pressure, undue influence or unfair tactics on a tourist; and
- vi. shall not make false or misleading representations to a tourist.

7.1.13. A Tour Operator must ensure that the Tour Guides, employees of the Tour Operator or other persons engaged in providing goods or services to a tourist:

- i. is permitted to work or provide the goods or services under the laws in force; and
- ii. has a level of fluency in a language used by the tourist that is appropriate for providing goods or services to the tourist.

- 7.1.14. A Tour Operator shall put in place a sustainable tourism policy that takes into consideration:
- i. Environment;
 - ii. Socio culture;
 - iii. Quality, health and safety issues;
 - iv. Disseminating information amongst the staff, service providers and tourists about its vision and mission of sustainable tourism.
- 7.1.15. A Tour Operator shall comply with relevant international and local legislation and regulations.
- 7.1.16. A Tour Operator shall train its staff on their role in the management of environmental, socio cultural, health and safety practices.
- 7.1.17. A Tour Operator shall ensure that the promotional materials are not misleading. It shall not promise anything more than what can be actually delivered.
- 7.1.18. Tourist(s) should be informed about the prevailing culture in the locality as well as the cultural heritage and shall be briefed about the prerequisite of appropriate behavior to be maintained while visiting the natural areas, living cultures and cultural heritage sites.
- 7.1.19. To increase social and economic benefits and decrease negative impact to the local communities, a Tour Operator shall ensure that:
- i. he/ she has implemented a policy against commercial exploitation, particularly of children and adolescents, including sexual exploitation;
 - ii. he/she is unbiased and impartial in hiring women and people from local minorities, for any post including those in managerial positions;
 - iii. the international or national legal rights of the employees are respected, and employees are paid their daily wages timely;
 - iv. the activities of the Tour Operator does not thwart the provision of necessities to the neighboring communities such as water, energy, and sanitary facilities (especially during treks); and
 - v. A Tour Operator shall:
 - a) support community development ventures such as education, health, and sanitation among others;
 - b) employ local residents in various capacities, including those at managerial levels as well;
 - c) provide training opportunities as and when deemed necessary;
 - d) ensure fair trade and purchase of local goods and services by the business, where available;

- e) encourage sale of authentic handicraft products to promote community development and provide feedback on any process of proposal; and
- f) use local guides and train/encourage them to continuously improve the quality of their services so that the community speaks for itself and subsequently results in the revenues of the local community being boosted.

7.1.20. In order to maximize cultural heritage benefits and minimize negative impacts, a Tour Operator shall:

- i. abide by the established guidelines or code of conduct while visiting culturally or historically sensitive sites;
- ii. ensure that historical and archaeological artifacts are not sold, traded, or displayed, except as and when permitted by the laws in force;
- iii. protect culturally, and spiritually important historical and archaeological properties and sites in the locality;
- iv. ensure that the Tourist Guide does not take the visitors to areas that fall under the restricted areas which are identified by the relevant authority.

7.1.21. In order to maximize environmental benefits and minimize negative impacts, a Tour Operator shall carry out following responsibilities:

- i. A Tour Operator shall conserve resources by:
 - a) ensuring that members of staff are familiar with the issues and ways of avoiding activities that result in negative impact on the environment and abide by and communicate the same to the Tourists; and
 - b) taking proactive measures to reduce overall energy consumption, including water and encourage the use of renewable energy
- ii. A Tour Operator shall implement the practice of reducing the pollution;
- iii. A Tour Operator shall conserve biodiversity, ecosystems and landscapes by:
 - a) supporting biodiversity conservation, including supporting natural protected areas and areas of high biodiversity value;
 - b) ensuring that interaction with wildlife does not adversely affect—the viability of populations in the wild; and any disturbance of the natural ecosystem is minimized, rehabilitated and where possible, compensatory contributions to conservation management is made; and
 - c) discouraging the purchase of products that exploit wildlife in an unsustainable or contribute to the destruction of species or habitats.

7.2. Tourist Guide

7.2.1. A Tourist Guide shall:

- i. abide by the Laws in a manner befitting at all circumstances and places where he/she takes the Tourist. It shall be his/her responsibility to make Tourist abide by the laws and help them in understanding the culture and etiquette of the Kingdom of Bhutan;
- ii. strive to provide the highest standards of service in an honest and fair manner;
- iii. neither get involved in promoting/selling illicit items to the Tourist nor recommend them to buy such items;
- iv. always maintain respect for the people besides the cultural, historical and environmental heritage of the country and conduct him/herself accordingly at all times;
- v. not leave waste and litter places that they visit with the tourist;
- vi. neither without the consent of the company accept /solicit a job from the tourist of the company that hired/employed him/her, nor should a Tourist Guide attempt to divert the tourists to another person or company from the company that initially hired him/her;
- vii. not solicit/accept rebates or commission from any retail shop/establishment as an inducement or reward for recommending tourist to patronize;
- viii. be acquainted with and abide by the rules of the Tour Operator for whom the Guide is working;
- ix. make all business related communication with the Tourist under the auspices of the Tour Operator and maintain loyalty to the tour operator;
- x. accept each tour as a serious commitment and take resort to canceling it only when necessary after providing immediate notice much in advance;
- xi. shall carry out the program/itinerary of a tour to his/her best abilities;
- xii. be punctual, reliable, honest, conscientious and tactful at all times;

- xiii. cooperate with a tour group and other associates; maintain ethical and professional conduct at all times, cultivating a positive relationship with all colleagues;
- xiv. be well-prepared to communicate his/her knowledge of the country to the tourists in an engaging manner;
- xv. ensure that the itinerary is received prior to the tour and accordingly make preparations well in advance;
- xvi. be sensitive to the interest and values of the tour group and refrain from sharing his/her personal views on controversial subjects which may include but not limited to sex, religion, and politics;
- xvii. maintain good personal hygiene, dress code and “Driglam Namzha” while on duty;
- xviii. at no given time be under the influence of alcohol or narcotics, cigarettes or any other banned substances and shall refrain from chewing Doma while on duty;
- xix. shall not smoke at public places where smoking is prohibited under the law;
- xx. in no way discriminate in rendering services to any tourist based on colour, creed, gender, ethnicity, nationality, physical disability, age, etc;
- xxi. neither collect gratuities by any coercive means nor exhibit dissatisfaction, provide sub-standard services or refuse to provide services because of less or no gratuities;
- xxii. ensure that visitors understand their consumer rights including the right to obtain information on products or services and the freedom to choose products or services;
- xxiii. neither coerce nor mislead visitors into purchasing any goods and refrain from allowing their service attitude to be affected nor refuse to perform their duties because of the visitors' unwillingness to make a purchase or the value of their purchases;

- xxiv. always accord top priority to the safety of the visitors and remind them to be mindful of their personal safety. In a case of any accidents, he/she shall arrange immediate medical care for the visitors and seek assistance from the Tour Company at the earliest. If deemed necessary, they shall also report the case to the concerned authorities;
- xxv. not encourage, promote or get involved in any type of activities or business that are prohibited by the law;
- xxvi. not have romantic involvement or sexual liaison with the client;
- xxvii. always display the Guide License or any other documents of identification while on duty;
- xxviii. not practice guiding and driving at the same time;
- xxix. abide by the rules of the Hotel /Restaurant and refrain from demanding free lodging/food at Hotels and harass the Hotel/ Restaurant staff; or
- xxx. abstain from visiting areas that fall under the restricted area identified by relevant authority.

7.3.Drivers

- 7.3.1. Any Driver involved in tourism activities must at all times, adhere to the Rules and Regulations prescribed by relevant authorities.
- 7.3.2. A Driver shall at all times comply with the Road Safety and Transport Authority Act and the Regulations outlined therein while driving, including traffic sign rules.
- 7.3.3. A Driver shall:
 - i. ensure that the motor vehicle is safe and in good condition/ fueled on time;
 - ii. be courteous and polite at all times;
 - iii. refrain from chewing Doma and smoking while on duty;
 - iv. wear a formal dress;
 - v. be punctual, reliable, honest, conscientious and tactful at all times;
 - vi. not solicit/ accept rebates or commission from any retail shop/ establishment as an inducement or reward for recommending tourists to patronize;
 - vii. not leave waste and litter places that they visit with the tourists.
 - viii. always accord top priority to the safety of the visitors.
 - ix. Ensure that they have had proper rest before the commencement of a tour.

7.4. Offences under this chapter

7.4.1. It shall be an offence:

- i. if a Tour Operator engages in any prohibited activity or fails to perform any of the responsibilities set out in section 7.1;
- ii. if the Tourist Guide engages in any prohibited activity or fails to perform any of the responsibilities set out in section 7.2; and
- iii. if the Driver engages in any prohibited activity or fails to perform any of the responsibilities set out in section 7.3.

Chapter VIII Accommodation

8.1. Categories of Tourist Accommodation Establishments

8.1.1. For the purposes of this Chapter there shall be the following categories of tourist accommodation:

- i. Hotels;
- ii. Resorts;
- iii. Others as may be specified by TCB.

8.1.2. TCB may, by giving prior notice, amend the categories under Section 8.1.1.

8.1.3. The specifications for inclusion in the categories listed in Section 8.1.1 are set out in this chapter and may be amended by Official Notice.

8.2. Registration of Tourist Accommodation Establishments

8.2.1. All Accommodation Establishments designated to cater to tourists shall be registered with TCB.

8.2.2. TCB shall issue a Tourist Accommodation Certificate for those establishments that meet the requirements set out in this chapter.

8.2.3. TCB shall maintain a register for the purposes of this Section and shall, at its discretion, disseminate the information contained therein, for the promotion and benefit of the tourism industry and shall furnish such statistics and directions to people engaged in the tourism industry as are likely to benefit there from.

8.2.4. Applications for registration shall be made in writing in the prescribed form laid down by TCB and shall include other documents supporting the claim that the premises of the establishments are registered with the municipality

or other public authorities and meets all the requirements of such premises and businesses as required by the Laws in force in Bhutan.

8.3. Certificate of Registration

8.3.1. The proprietor of an establishment registered under Section 8.2 shall prominently display the Certificate of Registration issued under Section 8.2.2.

8.3.2. If the Certificate of Registration is damaged, destroyed or lost, the proprietor must submit applications along with appropriate fees to TCB for the issue of a new one.

8.3.3. If a damaged Certificate has been replaced by a new one under Section 8.3.2, the proprietor must, upon the receipt of the new Certificate, surrender the damaged certificate to TCB.

8.3.4. If a Tourist Accommodation establishment's registration is suspended or revoked, the proprietor must surrender the Certificate of Registration to TCB within a time period of 14 days.

8.4. Fees

8.4.1. The fees applicable for the issue of a certificate thereof under this chapter shall be as prescribed in **Annexure B**.

8.5. Classification

8.5.1. TCB may issue an Official Notice, setting out a classification scheme for all or any type of Tourist Accommodation establishment listed in Section 8.1.1 of this chapter.

8.5.2. A scheme under this Section shall:

- i. Set out the criteria to be applied by TCB in classifying or grading any Tourist Accommodation Establishment under the scheme.
- ii. Provide the right to make representations before any classification is made.

8.6. Display of Charges

8.6.1. The proprietor of a Certified Tourist Accommodation Establishment shall:

- i. Prominently display the scale of charges for the accommodation which he/she provides and a price list for additional facilities or service charges;
- ii. Provide priced menus for all meals, describing the fare in English in addition to any other language used; and
- iii. Provide price lists for food or drink items supplied in the bedrooms through self-service minibar or room service.

8.7. Signage

- 8.7.1. TCB may supply a sign suitable for display at that establishment to the proprietor of a Certified Tourist Accommodation Establishment.
- 8.7.2. The sign supplied under this Section may be in such form and contain such information as TCB deems appropriate, including:
 - i. The category of that establishment as provided in Section 8.1.1 of these Rules and Regulations; and
 - ii. The classification or grade, if any, awarded to that establishment.
- 8.7.3. The TCB may charge a fee for the sign supplied.
- 8.7.4. If the sign is damaged, destroyed or lost, the proprietor must put in an application accompanied by the appropriate fee to TCB for the issue of a new sign.
- 8.7.5. If a Tourist Accommodation Establishment's registration is suspended or revoked, the proprietor must remove the sign issued under this Section within a time period of 14 days.

8.8. Standards for Tourist Accommodation Establishments

- 8.8.1. All Tourist Accommodation Establishments must meet the minimum requirements as per the classification guidelines of the TCB.

8.9. Alternative Services, Facilities, Amenities and Standards

- 8.9.1. Notwithstanding any service, facility, amenity or standards required by these Rules and Regulations, TCB may, in exceptional circumstances, accept alternative services, facilities, amenities or standards instead of those set out in these Rules and Regulations as may be determined to be necessary.
- 8.9.2. The concession granted under Section 8.9.1 may be withdrawn by TCB upon reasonable notice being given.

8.10. Services, Facilities, and Amenities Provided to Non-Guests

- 8.10.1. The proprietor of a Certified Tourist Accommodation establishment shall ensure that any offer of services, facilities or amenities to one person shall not prejudice the provision of such services, facilities or amenities to others.

8.11. Registry of Guest

- 8.11.1. Every person who lodges or spends at least one night in a tourist standard accommodation must provide the accommodation service provider, on arrival, his or her full name and home address, nationality or citizenship, the

number and place of issue of his or her passport/identity card and, before departure from the premise, his or her next destination, and, if the information is available, his or her full address there.

8.11.2. The accommodation provider shall keep a written record of the information provided under Section 8.11.1 and this record shall be duly provided to be inspected by any Tourism Inspector.

8.11.3. TCB may, by Regulations, extend the obligations imposed on any other provider(s) of tourist accommodation.

8.12. Interpretation of Standards

8.12.1. Where a particular quality or standard is laid down in these rules and Regulations and no objective quality or standard is specified, the quality or standard in question is one that is determined at the discretion of TCB.

8.13. Offences under this chapter

8.13.1. Any person who lodges tourist(s) in an accommodation which is not registered under TCB as provided under these Rules and Regulations shall be guilty of an offence.

8.13.2. The registered tourist accommodation:

- i. Fails to display the charges; or
- ii. Fails to register information pertaining to the guest as provided under this chapter shall be guilty of an offence.

Chapter IX Complaints and Penalties

9.1. Complaints

9.1.1. Upon a complaint being made to TCB by any person or organization recognized by TCB for that purpose, TCB/Disciplinary Committee may resolve such complaints.

9.1.2. Upon the receipt of a complaint under the provisions of this Section 9.1.1, TCB shall determine if the allegation or complaint merits the conducting a hearing on the issue and the official concerned/ shall inform the complainant about its decision on the matter.

9.1.3. Where TCB decides to hold a hearing under Section 9.1.2:

- i. The official concerned/dealing officer shall serve, in no less than ten days before the date of hearing, a notice to the bearer of the license or person

against whom the complaint is lodged, a notice that TCB proposes to hold a hearing, specifying the nature of the complaint, date, time and place at which it shall take place.

- ii. The official concerned/dealing officer shall provide due notifications pertaining to the date and time of the hearing to the complainant;

9.1.4. The Disciplinary Committee shall not take a decision without listening to the justification/explanation/point of view offered by the parties except where such parties fail to appear before the Committee without any valid reason, even after receiving due notifications.

9.1.5. The person against whom the complaint has been lodged shall have the right to be accompanied by any another person of his or her choice if he/she is declared unfit or unable to appear before TCB/ Disciplinary committee.

9.1.6. The decision taken by the Disciplinary Committee shall be final and binding.

9.1.7. Any complaint filed with malicious intent without any valid basis or evidence shall be liable to be imposed penalties. In such cases, the onus to prove malicious intent shall be on the person against whom the complaint has been lodged.

9.1.8. In accordance with section 161.2 of The Civil and Criminal Procedure Code of Bhutan 2001, if a criminal complaint is lodged with TCB, it shall, upon receipt of the criminal complaint, submit it to the police expediently and without delay.

9.2. Penalties

9.2.1. Completion of a criminal trial or civil suit against a Tour Operator, Guide, Drivers or any other person engaged in tourism business shall not preclude the Disciplinary Committee from exercising jurisdiction under these Rules and Regulations.

9.2.2. TCB shall have the right to impose one or more of the following penalties on a person who is guilty of an offence under these Rules and Regulations, according to the gravity of the offence:

- i. A fine up to Nu. 25,000 for the first instance or notice of caution if an offence is not grave;
- ii. A fine up to Nu. 50,000 for the second instance;
- iii. Suspension of their license for the third instance;

- iv. Cancellation of their license for the fourth instance;
- v. Blacklisting the individual and prohibiting him/her from carrying out any tourism related services anymore;

9.2.3. The period of suspension of a license shall be a fixed period not exceeding three years and during such period the license shall cease to have an effect.

Chapter X Miscellaneous

10.1. Computation of Time Limits

10.1.1. Unless specifically provided, all public holidays shall be excluded in computing the time limits referred to in these Rules and Regulations.

10.2. Interpretation of the Rules and Regulations

10.2.1. In a case of any dispute in the interpretation of these Rules and Regulations, the decision of TCB shall prevail.

10.3. Amendments

10.3.1. Amendments will be made to these Rules and Regulations as and when required in consideration of changing circumstances.

Definitions

In these rules and regulations, and unless the context otherwise requires;

1. **Complainant** means any member of the general public including tourist, license holder or an establishment recognized by TCB in relation to the service rendered by TCB, where the context requires lodging complaint in accordance with these Rules and Regulations.
2. **Concerned/dealing officer** means an officer designated by TCB to handle the complaints with the authority to discharge responsibilities relating to it.
3. **Disciplinary Committee** means a body established by TCB and to whom TCB has delegated its power and such body has taken it upon themselves to discharge the function of resolving any complaints referred under these Rules and Regulations.
4. **Duplicate License** means the license issued by TCB in lieu of original license upon payment of the prescribed fee, where the original license has been misplaced, lost or damaged.
5. **False and misleading representation**, For the purpose of these Rules and Regulations, shall mean the making of false or misleading representation about all or any of the following, relating to the travel package:
 - a. The mode and standard of transport used for transportation and sightseeing;
 - b. The existence or location or an access to a place or attraction;
 - c. The time required or route taken to go to a place or attraction;
 - d. The standard, style or price of an accommodation;
 - e. The standard or price of food or beverage;
 - f. Guiding services;
 - g. The cost of entry for the tourist attractions, tours, entertainment or other activities such as whether the price is included in the travel package;
 - h. Restrictions that apply to the travel package, including, for example, restrictions on baggage, children, seat allocation or smoking;
 - i. Conditions for reservations, payment, refunds, and cancellations; or
 - j. The management of tours included in the travel package.
6. **Guest House/Lodge** means a cottage, cabin or similar premises located in a rural area and providing accommodation to travelers and/or specified by TCB.

7. **Hotel** means an establishment which has eight rooms or more available for the accommodation of travelers, the owner of which holds the establishment out as offering food, beverages and, if so required, accommodation, without any special contract, to any traveler presenting him or herself who appears willing and able to pay the published rate for the services and facilities, provided that he or she is in a state fit to be received. The main occupation of the premises must be for the purpose of carrying on trade as an hotelier.
8. **Hotelier** means a person that owns or is the proprietor franchisee or lessee of a hotel.
9. **Inspectors/Assessors** means officials officially appointed by TCB to carry out inspection/assess any tourism related properties, activities, projects, and businesses firms or person(s) that falls under the jurisdiction of TCB.
10. **License** means a certificate, qualification or grade issued by a competent regulatory authority and, for the purposes of these Regulations, means a hotel license granted under the provisions of this Regulations.
11. **Overseas Tour Operators** as described in these Rules and Regulations shall be those legitimate business entities having a proper company name, location address phone and fax numbers, duly licensed and certified by national/local public authorities. TCB will verify the status of such Tour Operators before entertaining any communications from them where ever necessary.
12. **Person** includes an individual, sole proprietorship, a partnership, a company, incorporated association, government agency, and a natural person in his or her capacity as a legal representative and anybody recognized as a separate legal entity.
13. **Room** means an accommodation unit for use by guests, having its own entrance, bedroom and, where required under these regulations, an interconnected bathroom, as well as appropriate fixtures, furniture, and furnishings.
14. **SDF** shall mean the Sustainable Development Fee
15. **Senior Tour Guide** means a person, who acquired both cultural as well as Trekking Licenses provided by TCB, having passed the Senior Tour Guide exam conducted by TCB or any other authorized relevant agency and has an experience of not less than five years in guiding services. Such person(s) shall have attended two refresher courses in guiding conducted by TCB or any relevant stakeholders.

16. **Summer Months** means the months of June, July, and August.
17. **TCB** means the Tourism Council of Bhutan and the Council shall mean its Board.
18. **Tour Leader** means a person, in possession of both cultural as well as trekking Licenses issued by TCB, having passed the Tour Leader exam conducted by TCB or any other authorized relevant agency and has a minimum of five years experience as a Senior Tour Guide.
19. **Tour Operator** means a person who habitually or regularly puts together tours or packages comprising of two or more of the following which is offered to the public, directly or through an intermediary, for an inclusive price:
- a. Guided Tours;
 - b. Food & Accommodation;
 - c. Entertainment; or
 - d. Transport;
- For the purpose of these Rules and Regulations the term “Tour Operator”, “Travel Agent” and “Ground Handling Agent” shall mean one and the same.
20. **Tourist** means, depending on the context in which it appears in these Regulations, a visitor whose stay includes at least one overnight stop in a tourist accommodation and, or, is a consumer of tourism services.
21. **Tourist Accommodation** means accommodation made available to visitors and eligible for registration under these regulations and includes hotels, resorts, services apartment, guesthouses/lodges and other specified by TCB.
22. **Tourist Guide** means a person, who, in lieu of monetary compensation, describes or interprets the natural and human resources for the tourists and ensures that professional services and courtesies are laid at the disposal of-the tourist.
23. **Winter Months** means the months of December, January and February

Annexure A



འབྲུག་བཟང་ལཱ་ཚོགས་ལྷན།
TOURISM COUNCIL OF BHUTAN



Undertaking

I,, bearing CID no.....
From.....Village,.....Geog.....
.....Dzongkhag, do hereby solemnly declare that I am not a Civil Servant/ an employee
of government controlled organization or corporate body and anything I do will not
hinder me from providing tourism services professionally and with utmost dedication.

I am aware that in case I am found to be civil servant/ an employee of a government
controlled organization or corporate body and anything I do, has negative
consequences on tourism services on my part, the Tourism Council of Bhutan will
immediately cancel my license and I shall be deprived of the right to pursue any legal
action against the said authority for such cancellation.

Place:

Date:

Affix
Legal
stamp
here

.....

(Name and Signature)

Tourism Council of Bhutan, Tarayana Centre ,P.O.Box 126, GPO Thimphu, BHUTAN
Tel: +975 2 323251 / 323252 /230 Fax: +975 2 323695 info@tourism.gov.bt
www.tourism.gov.bt | facebook.com/destinationbhutan | twitter.com/tourismbhutan

Annexure B Fees

The fee structures for new License, renewal of license or the penalty for late renewal shall be as follows:

Sl. no	Types of License	New License	Renewal of License	Penalty for late renewal	For duplicate License
1	Tour Operators License	Nu.13000/-	Nu.13000/-	Nu.50/- per day (inclusive of all holidays)	
2	Cultural Guide License	Nu.200/- for revenue + Nu.300/- for printing.	Nu.200/- for revenue + Nu.300/- for printing.	Nu.50/- per day (inclusive of all holidays)	Nu.150/- for loss or damage + Nu.300/- for printing charges
3	Trekking Guide License	Nu.200/- for revenue + Nu.300/- for printing.	Nu.200/- for revenue + Nu.300/- for printing.	Nu.50/- per day (inclusive of all holidays)	Nu.150/- for loss or damage + Nu.300/- for printing charges
4	Senior Tour Guide License	Nu.200/- for revenue + Nu.300/- for printing	Nu.200/- for revenue + Nu.300/- for printing.	Nu.50/- per day (inclusive of all holidays)	Nu.150/- for loss or damage + Nu.300/- for printing charges
5	Tour Leader license	Nu.200/- for revenue + Nu.300/- for printing.	Nu.200/- for revenue + Nu.300/- for printing.	Nu.50/- per day (inclusive of all holiday)	Nu.150/- for loss or damage + Nu.300/- for printing charges
6	Accommodation License	Existing fees	Existing fees	Existing Penalty	Existing fees

Annexure C
Minimum Daily Package rate and Discounts

The Minimum Daily Package rate, Surcharge for FIT or small group and Cancellation Policy shall be as follows:

A. Minimum Daily Package rate

Sl. No	Season	Rate per person per night.	Months
i	High Season	USD250/-	March, April, May, September, October, November
ii	Other Season	USD200/-	December, January, February, June, July, August

- 1) The Minimum Daily Package rate includes:
 - a) SDF;
 - b) Charges for accommodation on a twin sharing basis;
 - c) Food and non-alcoholic beverages;
 - d) Service of Guides;
 - e) Transport within Bhutan; and
 - f) Trekking Haulage.
- 2) The charges for accommodation as mentioned above shall be for a minimum of 3-star accommodations and any additional service or demand for a higher grade of accommodations would contribute to a higher cost on the Minimum Daily Package rate.
- 3) A tourist should be entitled discounts on the Minimum Daily Package rate as follows:
 - a) Children of 5 years of age and below during the time of their visit shall be charged only visa fee.
 - b) Children above 5 years of age but below 12 years of age shall be entitled 50% discount on Minimum Daily Package rate.
 - c) Students who are 25 years of age and below shall be entitled to 25% discount on the Minimum Daily Package rate including SDF upon submission of valid student identification document;

- d) Duration discount:
- i) A discount of 50% on SDF shall be provided for tourist(s) who spend more than eight nights but fourteen and less nights; or
 - ii) There shall be no charge on SDF for tourist(s) who spend more than fourteen nights.
- e) Group size discount:
- i) In a group of 11 – 15 tourists, one person is entitled to a discount of 50% on the Minimum Daily Package rate including SDF and for a group of 16 persons and more; one person is entitled to 100% waiver on the Minimum Daily Package rate including SDF. If the group size is bigger than 27 people or more, the group shall not be entitled to one and a half or two separate discounts unless they belong to two separate groups;
- f) Other types of discounts provided by TCB from time to time;
- g) A tourist traveling via Phuntsholing shall be exempted from paying SDF for one night halt either during entry or at the time of exit and for those traveling via Gelephu and Samdrup Jongkhar they shall be exempted from paying SDF for one night halt each during entry as well as exit. However, it must be reflected in their itineraries that they shall be lodged in one of the TCB approved hotels.

B. Surcharge for FIT or small group

Sl. no	Number of tourists	Per person per night rate
i	Single Tourist	USD 40/-
ii	Two Tourists	USD 30/-

Out of the surcharge applicable as per the size of a group, 80% of the surcharge shall be paid to the Tour Operator and the remaining 20% shall be credited to the 'Allocation for Sustainable Tourism Development', maintained by TCB.

Annexure D
Visa and Payment

Visa Application Procedure

- 1) As per the directives of the Royal Government of Bhutan, travel itinerary shall serve as Permit for any Cultural site or Route permit except beyond the areas that fall in the list provided by relevant authority from time to time. However, for certain trekking routes separate Permits from the Head Quarters of the Royal Bhutan Army would be required.
- 2) All applications must adhere to the Immigration Rules and Regulations of the Kingdom of Bhutan 2012.
- 3) Visa applications for tourists as well as extensions thereof shall be strictly channeled through Tashel Online system.
- 4) Apart from three days required by the Department of Immigration, TCB shall be allowed sufficient time to process applications, particularly during high seasons. The following procedure shall be adhered to whilst processing tourist visa(s):
 - a) Register on Tashel Online system at www.tashel.gov.bt;
 - b) Once the application for registration has been submitted, the administrator at TCB will approve or reject the registration based on information that Tour Operators provide;
 - c) Once it is successfully registered, the Tour Operator may log into Tashel Online system;
 - d) Tour Operators shall apply for visa on line through Tashel Online system.
- 5) Visa application forms as specified above must be complete in all respects and any incomplete visa application shall be rejected.
- 6) The visa applications will be endorsed by TCB and will be approved the Department of Immigration.
- 7) Visa fee shall be collected along with tour payments.
- 8) All tour invoices finalized on the basis of the visa will be subject to a process subsequent verification as well.

Payment Procedure

All tour payments shall be in US Dollar. TCB shall accept payments in the following forms:

1. Telegraphic Transfer (TT) shall be the preferred mode of making tour payments, however, with the availability of online payment system, online payment shall also be accepted as mode of making tour payments.
2. All such transfers shall be made in favour of TCB with name of the local tour operator stated as the 'final beneficiary' in the payment advice. All such transfers shall be credited to the TCB's FC account.
3. Direct payment by cash and travelers cheques into TCB's account is discouraged and TCB will generally not accept this form of payment. However, in the light of the genuine difficulties faced by some independent tourists to arrange payment by telegraphic transfer, Bank shall accept payment into TCB's account in this mode only if:
 - i. The Services Division, TCB issues an official authorization to the bank in favor of the tour operator/client to make cash deposit of the amount in question to TCB's account.
 - ii. The tour group is FIT
 - iii. The client concerned wishes to extend his/her stay beyond the approved duration,
 - iv. The client concerned faces difficulties in transferring dollar from certain countries.
4. All transfers of tour payments shall be directly credited into the account of the TCB and not into the accounts of individual tour operators.
5. Airfare payments/FDI luxury hotel payments received along with the tour payments from abroad should be remitted directly to the Service Provider and not to credit the amount in TCB account.
6. Payments for luxury hotel (non-FDI) received together with tour payment should be credited to TCB's account and concerned tour operators can request for release of payment along with the invoice from the hotels. Upon the request TCB will issue an authorization letter to the bank.
7. On application from the tour operator, up to 50% of the amount deposited shall be released as advance. The balance amount will be released to the tour operators upon submission of invoice by them at the end of the tour.

8. All visa application shall normally be accompanied by full tour payment. However, visa applications with delayed tour payment shall be approved for one group at a time subject to the following conditions:
 - i. On application by tour operator with attached remittance copy.
 - ii. Submit security deposit in the form of Demand Draft (DD) equivalent amount in Ngultrum.
 - iii. No further visa applications shall be processed by TCB until the outstanding payment is settled/received.
9. In the event of tour cancellation by tour groups, the refund of the tour payments shall be made directly to the client/overseas agent after deducting the necessary bank charges. The tour operator shall inform TCB in writing about the amount to be refunded and then TCB will issue an authorization letter to the bank to make the refund to the client/overseas agent.
10. Tour Operator shall not permit their name(s) and bank accounts to be used for receiving/remitting funds in foreign currency by other individuals and organizations for a purpose other than tour payments.
11. Bank shall transfer the payment received in favor of a tour operator into only following accounts:
 - i. TCB's FC account for tour payment
 - ii. Airlines account for airfare
 - iii. FDI Luxury Hotels for hotel payment upon producing invoice from hotel.