



Guidelines for the Management of **Domestic Tourism 2020**



- Taking Tourism to the Top -



Quality Assurance Division
Tourism Council of Bhutan



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DEFINITIONS

- (1) **“Domestic tourism”** comprises of activities of a **resident visitor** within the country of reference.
- (2) **“Domestic tourist”** means any person residing in Bhutan (regardless of nationality) who travels to a place other than their usual place of environment within Bhutan, for period of not more than 365 days for the purpose other than exercising of an activity remunerated within the place visited.

Criteria to qualify as a domestic tourist are:

- (a) **Cross administrative border:** Chiwog and Thromde/Town border;
- (b) **Distance:** 10km from usual place of residence (20km round trip)
- (c) **Frequency:** less than once a week (less than four visits in a month)
- (d) **Duration:** 2 hours (applies only to day visitors only)

However, the domestic tourist shall not include the following:

- 2.1 Travelers who intend to carry out an income-generating activity/for employment;
 - 2.2 Frequent and regular travelers between the neighboring places for business or study;
 - 2.3 Repeated and routine visits made to relatives; and
 - 2.4 Nomads or those who have no specific places of residence.
- (3) **“Service provider”** means any person including tour operator, hotelier, guides or trekking cook, licensed and registered with the Tourism Council of Bhutan and engaged in catering to domestic tourists.

- (4) **“Total price of the package”** is the total cost of the services, including any taxes or other charges payable by a domestic tourist.

CHAPTER 1

Preliminary

Title

1. These guidelines are the Guidelines for the Management of Domestic Tourism 2020

Commencement

2. These guidelines shall come into force on December 17, 2020.

Objectives

3. The main objectives of the guidelines are to:
 - (1) Promote and facilitate sustainable development of domestic tourism;
 - (2) Improve safety and service delivery; and
 - (3) Enhance overall travel experience;

Scope

4. These guidelines shall apply to:
 - (1) Domestic tourists;
 - (2) Service providers; and
 - (3) Agencies responsible for implementation as identified in the guideline.

Types of domestic tours

1. The guidelines shall cover the following types of domestic tours:
 - (1) Package tour: This shall include tours / trips undertaken through licensed service providers registered with the Tourism Council of Bhutan; and
 - (2) Self-organized tour: This shall include tours undertaken by individuals or groups on their own.

CHAPTER 2

Implementing Authority

Tourism Council of Bhutan

2. The Tourism Council of Bhutan shall:
 - (1) Lead in implementing the provisions of the guidelines in coordination with relevant agencies;
 - (2) Create awareness on the guidelines through relevant agencies;
 - (3) Monitor service providers, domestic tourists and attraction sites in coordination with relevant stakeholders;
 - (4) Review and amend these guidelines as and when required; and
 - (5) Receive and resolve complaints related to the conduct of domestic tourism activities in consultation with relevant stakeholders.

CHAPTER 3

Requirements and Minimum Services

Requirements

3. All tours shall be conducted as required under this chapter.
4. Service providers as defined in the guidelines shall be licensed and registered with the Tourism Council of Bhutan to conduct domestic tourism activities.
5. Tours requiring permits must be obtained prior to the departure. In the case of package tours, service providers shall process the permits.
6. In the case of package tour, the following components, agreed between service providers and domestic tourists, shall be included in part or in whole but not limited to:
 - (1) Tour activities;
 - (2) Duration of visit;
 - (3) Accommodation plan;
 - (4) Guide services;
 - (5) Transportation including domestic flights and helicopter services;
 - (6) Trekking haulage;
 - (7) Meal plan;
 - (8) Total price of the package;
 - (9) Cancellation and refund policy; and
 - (10) Cost in case of emergency evacuation.

Minimum services

Accommodation

7. It is recommended to use TCB certified accommodations for better services and better experience.
8. If the tour package includes accommodation, service providers shall:
 - (1) Provide a proper accommodation that is safe and clean, with separate rooms for men and women, if required;
 - (2) Make alternative arrangements in designated camping sites with proper tents and toilet tents in the event of lack of proper accommodations;
 - (3) Provide preference in allocation of accommodation to people with special needs, senior citizens, women and children; and
 - (4) Provide clear information on the accommodation facilities prior to departure.

Guide Services

9. It is recommended to use licensed guide services for safety and better travel experience.
10. If the tour package includes guide services, service providers shall:
 - (1) Provide details of the guide to the domestic tourists prior to departure;
 - (2) Ensure the guide communicates in the language understandable to domestic tourists;
 - (3) Ensure the guide provides information regarding safety measures to domestic tourists; and
 - (4) Ensure the guide has knowledge and experience of sites identified in the package.

Meal Plan

11. Service providers shall provide meals to domestic tourists as per the agreement between the parties.

Transport Services

12. Service providers shall arrange transportation.
13. If the mode of transport is by road, service providers shall arrange vehicles in accordance with the Road Safety and Transport Act and its Regulations.
14. Service providers shall notify time and place of boarding to the domestic tourist.

Additional Charges

15. Any charge beyond the tour package agreement for additional services shall be carried out at the expenses of domestic tourists as agreed by both the parties.

Cancellation

16. The package tour agreement shall have a provision for cancellation and refund. In the event, the agreement does not cover refund and cancellation, the following shall apply:
 - (1) Domestic tourists shall not be entitled for refund in the event of cancellation within two business days of departure;
 - (2) Domestic tourists shall be entitled for a refund of seventy percent in the event of cancellation within three business days of departure;
 - (3) Domestic tourists shall be entitled for full refund in the event of cancellation before seven business days of departure; and
 - (4) In the event of cancellation of tour by the service providers, domestic tourists shall be entitled for refund of the total cost of the tour and associated expenses incurred from the place of residence to the place of departure.

Replacement of services and domestic tourists

17. Replacement of domestic tourists and services of equivalent standards shall be allowed based on mutual agreement between the parties.

Tour agreement

18. Service providers and domestic tourists shall sign an agreement prescribed under Annexure 1 of the Guidelines. It is also recommended that the self-organized tours use the prescribed agreement.

Pre-departure briefing

19. Service providers shall conduct a pre-departure briefing on the details of the tour.

CHAPTER 4

Code of conduct

Service providers

20. Service providers shall:
 - (1) Provide all services agreed in the agreement;
 - (2) Conduct business in honest, fair and transparent manner; and
 - (3) Refrain from social misconduct.

Guides

21. Guides shall adhere to the code of conduct outlined in the Tourism Rules and Regulation 2017 and abide by the agreement with the service provider.

Domestic Tourists

22. Domestic tourists shall:
- (1) Be courteous and polite at all times;
 - (2) Be punctual, reliable, honest, conscientious and tactful at all times; and
 - (3) Refrain from social misconduct.

CHAPTER 5

Roles and Responsibilities of stakeholders

Ministry of Home and Cultural Affairs

23. The Ministry of Home and Cultural affairs shall:
- (1) Share information on monument sites including restricted sites; and
 - (2) Share information on the dos and don'ts while visiting monument sites;

Ministry of Agriculture and Forest

24. The Ministry of Agriculture and Forest shall:
- (1) Issue necessary permits as required under the law;
 - (2) Monitor activities carried out by domestic tourists in the areas within its jurisdiction;
 - (3) Monitor campsites, toilets and trekking trails; and
 - (4) Share monitoring reports with TCB on a quarterly basis as per the format prescribed in Annexure 4.

Office of Consumer Protection

25. The Office of Consumer Protection shall:
- (1) Promote fair business practices by the service providers;
 - (2) Educate Service Providers on consumer rights and their legal obligations to respect consumer rights; and
 - (3) Receive consumer complaints lodged by aggrieved consumer or referred by TCB and initiate appropriate actions to redress the consumer grievances.

Local Government

26. Local government shall:
- (1) Develop and provide necessary infrastructure and services required for domestic tourism in collaboration with relevant agencies;
 - (2) Provide support to service providers in case of illness and death of domestic tourist;
 - (3) Monitor campsites and other infrastructure along the trekking trails;
 - (4) Share information on local service providers including horse contractors, LPG outlets, transports, local guides, etc;
 - (5) Assist relevant agencies in monitoring and reporting of domestic tourism activities to TCB on a quarterly basis as per the format prescribed in Annexure 4; and
 - (6) Share feedback and concerns on domestic tourism to TCB and relevant agencies.

Tourism Sector Associations

27. The Tourism Sector Associations shall:
- (1) Support the implementation of the guidelines;
 - (2) Create awareness on the guidelines to its members;
 - (3) Develop innovative and attractive packages to promote domestic tourism; and
 - (4) Support TCB in monitoring of domestic tourism activities and sharing information.

Monuments and Tourist Sites

28. The respective monument and tourist sites shall:
- (1) Ensure that all domestic tourists adhere to the dos and don'ts issued by relevant agencies from time to time;
 - (2) Maintain records of all visitors visiting the sites, where required; and
 - (3) Ensure government directives such as COVID-19 protocols are put in place and followed by domestic tourists.

Service Providers

29. Service providers shall:
- (1) Provide information on the tour to the domestic tourist prior to signing an agreement;
 - (2) Share the emergency contact address with the domestic tourist;
 - (3) Ensure that all tour group adhere to the forest and environment laws including making of camp fire, hunting of animals, fishing, cutting down of trees and collection of wild plants;
 - (4) Ensure COVID-19 protocols are followed by the domestic tourists;
 - (5) Ensure prohibited activities or restricted sites are not included in the tour itinerary; and
 - (6) Maintain a list of domestic tourists and their emergency contact addresses as prescribed under Annexure 2 of the guideline.

Domestic Tourists

30. Domestic tourists shall:
- (1) Maintain receipts and relevant documents related to the tour;
 - (2) Maintain emergency contact address provided by the service providers at all times;

- (3) Not reside in a place other than accommodation covered under the agreement unless otherwise agreed by service providers;
- (4) Cooperate with the guide;
- (5) Use the available toilets or toilet tents provided by service providers;
- (6) Carry toilet tents in case of self-organized tours;
- (7) Adhere to the forest and environment laws including the making of camp fire, hunting, fishing, cutting down of trees and collection of wild plants;
- (8) Notify service providers in the event of any additional programs not covered under the agreement;
- (9) Not carry out prohibited activities or visit restricted sites; and
- (10) Comply with prevailing COVID-19 protocols.

Transport Service Providers

31. All transport services including vehicles, horses, helicopters and airlines, engaged in providing services to domestic tourists shall:
 - (1) Adhere to the relevant safety laws and requirements prescribed by different agencies; and
 - (2) Ensure that the mode of transport is safe and in good condition.

CHAPTER 6

Waste Management

32. Service providers, domestic tourists and anyone involved in domestic tourism shall endeavor to create awareness on waste management.

Service Providers

33. Service providers shall:

- (1) Ensure that the guides and domestic tourists bring back their own trash and dispose of at designated places;
- (2) Ensure the staff and domestic tourists refrain from throwing wastes along the highways, streams, rivers, or areas around the camp sites;
- (3) Provide separate toilet tents for domestic tourists and staff to discourage open defecation;
- (4) Ensure toilet tents are appropriately pitched to avoid contamination of water source and camping area for the convenience of the next group;
- (5) Ensure that pit toilets and toilet papers are buried properly before leaving the campsites;
- (6) Ensure that the camp site is cleaned before departing; and
- (7) Remind the staff to carry the shopping list, which must be produced at the time of inspection and monitoring (pre/post trekking).

Domestic Tourists

34. Domestic tourists shall:

- (1) Take care of their own waste during the tour;
- (2) Use the available toilets or toilet tents and refrain from open defecation; and
- (3) Clean the camp site before departing.

36. The relevant authorities such as the Ministry of Agriculture and Forests, Local Governments and monument/attraction sites shall create awareness and monitor waste management in the areas within their jurisdiction.

CHAPTER 7

Procedure during Emergency

Illness, injury, death or missing of domestic tourist

36. A domestic tourist must inform the service provider about their underlying illness and other health-related issues. It is recommended to have relevant travel insurance coverage.
37. In the event of illness or injury of a domestic tourist due to accident or natural causes, assistance shall be sought from the nearest health facility.
38. If the death of a domestic tourist is due to accident, illness or any other causes during the tour, the concerned Dzongkhag, Royal Bhutan Police and Tourism Council of Bhutan shall be notified.
39. If the domestic tourist goes missing, the concerned Dzongkhag, the Royal Bhutan Police and Tourism Council of Bhutan shall be notified.

CHAPTER 8

Monitoring

40. The overall monitoring shall be carried out by the Tourism Council of Bhutan in collaboration with relevant agencies.
41. The Ministry of Agriculture and Forests and the Local Governments shall conduct regular monitoring within their jurisdiction and share reports to the Tourism Council of Bhutan on a quarterly basis in the format prescribed in Annexure 4.

CHAPTER 9

Dispute Resolution

42. In case of any dispute, the parties shall at first amicably resolve disputes arising from tour.
43. In the event of failure to resolve the dispute amicably, a complaint may be submitted to the Tourism Council of Bhutan in the format attached as Annexure 3.
44. The Tourism Council of Bhutan shall review and mediate or refer the complaints to the relevant agencies within the lawful jurisdiction for review and settlement.

CHAPTER 10

Offence and Penalty

45. If a service provider fails to provide any of the services as agreed in agreement, the service provider shall be liable to refund double the value of services not provided.
46. Any offence related to domestic tour shall be liable under the Tourism Rules and Regulation 2017 or amendment thereof and any other Acts and regulations in vogue.

CHAPTER 11

Interpretation and Amendment

47. TCB shall be the final authority for interpretation and amendment of the provisions under these guidelines.

ANNEXURES

Annexure 1: Agreement between service provider and domestic tourist

THIS AGREEMENT is executed on this day of, 20....

Between

..... service provider bearing license number.....
represented by its owner/ authorized representative Mr/
Mrs..... bearing CID No..... and its office
situated at..... (Hereafter referred to as “service provider”)

And

The Domestic tourists, represented by its group leader Mr/
Mrs.....bearing Cid No.....fromvillage,
gewog, andDzongkhag , the detail of names and number
of domestic tourists have been mentioned in detail in this agreement
(Hereafter referred to as “domestic tourist”)

Recitals

WHEREAS the service provider undertakes to render to the domestic tourist a package of services (hereinafter referred to as “Domestic tour”) specified in detail in this agreement in accordance with request of the domestic tourists.

AND WHEREAS the domestic tourist has agreed for certain sum of consideration for the domestic tour agreed by the service provider

THEREFORE, THIS DOCUMENT WITNESSES AND THE PARTIES HERETO AGREE AND DECLARE AS UNDER:

SERVICES

1. That the service provider for the agreed sum of consideration and agrees to conduct as per an agreed itinerary, agrees to provides following services as part of tour:
 - a.
 - b.
 - c.

COST AND PAYMENT

2. That the domestic tourists agreed to a sum of.....per person for the package domestic tour rendered by the service provider.
3. That it agreed that the cost is inclusive of all services laid down under this agreement and services which are not mentioned in this agreement shall be borne by the domestic tourists.
4. The overall payment shall be made within 3 (three) days after executing this this agreement. Where the domestic tourist fails make the payment within the specified number of days, the agreement shall be considered null and void.

RIGHTS AND OBLIGATIONS OF PARTIES

5. The Service provider hereby undertakes:
 - a. To provide the domestic tourists with all necessary documents;
 - b. To render the domestic tourists the services of domestic tour as agreed under this agreement;
 - c. To inform the domestic tourists on the general requirements of all necessary documents for the tour;

- d. To inform domestic tourists on anything not specifically mentioned in the itinerary but required to inform by the rules and regulation.
 - e. To share with domestic tourists the cancellation policy during or prior to the execution of this agreement.
6. The domestic tourists hereby undertake:
- a. To make payments for the domestic tour as agreed under this agreement.
 - b. To come to the place of meeting of the group on time;
 - c. To provide the service provider with correct information about personal details and facts of violence of laws, if this facts took place in the past;
 - d. To adhere by the relevant laws, local customs and traditions.
 - e. To pay the cancellation charge according to the cancellation policy of a service provider; and
 - f. To compensate to the service provider for all damages caused by the illegal actions;

LIABILITIES AND LIABILITY EXEMPTION

- 7. In case of failure to adhere by certain terms and condition of this agreement by the service provider, the domestic tourists shall be entitled to claim for refund of his payments for non-rendered services.
- 8. In case of refusal to execute this agreement in whole by the service provider, the domestic tourist shall be entitled to seek cost of the proved damages caused by the cancellation of the agreement along with the tour payment paid, unless it happens due to fault of domestic tourists.
- 9. If the domestic tourist cannot undertake the travel due to unduly or untimely processed documents by the service provider, he shall be charged with all expenses connected with the travel and cancellation.

10. Safety of luggage of domestic tourists during all period of the tour are not subject to the responsibility of the service provider.
11. The service provider shall not liable when the domestic tourists are prohibited by the responsible authorities or officials from entry or exit because of violation of legal order by the domestic tourists or other reasons which are beyond the scope of responsibilities of the Service provider.

FORCE MAJEUR

12. In case of force majeure when execution of the obligation is impossible, namely: wars, nature disasters, strikes, terrorist attacks, epidemics, revolutions and other act of God which are beyond control of the Parties, in particular adopting of any law and/or other regulation banning or restricting any provision of this Contract, the Parties will be considered exempted from liabilities for untimely execution of their obligations under this agreement. The Party must advise the other Party in writing about beginning of such circumstances, their assumed duration and supposed time of termination, within 3 (three) days after becoming aware of these circumstances. Terms and conditions of the tour will be postponed till the end of the force-majeur.

APPLICABLE LAW

13. That this agreement is executed in accordance with the Laws of Kingdom of Bhutan and any parties breaching the terms of this agreement shall be liable in accordance with the relevant laws of the Kingdom of Bhutan.

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.

Service provider

Domestic tourists

Mr.....

Mr.....

1. Witness for Service provider.....

2. Witness for Domestic tourists.....

Annexure 2: List of domestic tourist and their emergency contact addresses

Sl. no	Name	CID #	Gender	Contact number	Emergency contact address (Name, relationship and mobile #)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Annexure 3: Complaint format

The Director General
Tourism Council of Bhutan
Thimphu

Sir,

1. Person or Firm submitting Application (“Complainant”):			
Name of complainant:			
Authentic address for correspondence:			
Telephone No.		Mobile No.	
Email ID:			

I would like to submit this complaint for consideration and review by the Tourism Council of Bhutan as follows:

2. Legal or Other Third Party Representative- If this Application is made by Legal or other Third Party Representative representing the Complainant, please provide a copy of the document authorizing the representation (“power of attorney”) together with the following details			
Name of the Representative:			
Authentic address for correspondence:			
Mobile/Telephone		Email	

3. Person or Firm against whom the complaint is made (“Respondent”)	
Name of Respondent:	
Category of service provider	<ol style="list-style-type: none"> 1. Tourism Council of Bhutan..... 2. Tour guide 3. Tour operator..... 4. Accommodation providers..... 5. Horse contractor 6. Transport provider..... 7. Other service provider.....

Address:			
Telephone No.		Mobile No.	
Email ID:			
<p>4. Summary of the Claim: (Please attach additional sheets where necessary)</p>			
<p>5. Supporting document: Please indicate what supporting documents you propose to submit in support of your Application and, where appropriate: (Please attach additional sheet where necessary to fully describe your evidence)</p> <p>This Claim is accompanied by:</p> <p>(a) a copy of the contract document including email correspondences, itinerary, copy of remittance, between the Claimant and the Respondent</p> <p>(b) other evidence such follows:</p> <p>a.</p> <p>b.</p> <p>c.</p>			
<p>7. Remedy sought:</p>			

8. Statement of Adherence

I/we hereby declare that

- 1. the above information is true and accurate to the best of my/our knowledge and belief;**
- 2. the complaint submitted are genuine and not in bad faith; and**
- 3. All important information material for resolving of this complaint are shared or will be shared with the Tourism Council of Bhutan.**

Location:

Date:

Annexure 4- Monitoring checklist for domestic tours

“Towards clean trek routes and camp sites”

Name of the trekking route:	Date of monitoring:
Name of the Service Provider/ leader of Group:	Contact No.

SI no	Details to check	Yes	No	Observations
	Designated camp sites are used for camping			
	Kitchen is clean and in good condition			
	Dining area is clean and in good condition			
	Toilets in the campsites are clean and in good condition			
	Toilet tents are used			
	Toilet pit is buried properly and the campsites are cleaned properly before departing			
	Shopping list to be produced by Service Provider/group leader			

	Non-degradable waste is brought back and properly disposed			
	Bonfire at campsites			
	Dos and Don'ts followed along the trek routes			
	Availability and conditions of drinking water at the campsites			
	Any other observations			

Name and designation of the monitoring officials

.....

.....

.....

.....

