



Important Terms & Conditions

These are the Terms and Conditions that will apply to your booking. Please read them carefully as you will be bound by them. These Terms shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The Contract and booking is made with, and services will be provided by Offbeat Escapes, “the Company”. By booking a trip, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

1. THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with the Company or its Agents, you accept on behalf of yourself and all those named on the booking including minors and person under a disability to be bound by these Terms and Conditions. **A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email.** It is at this point that a contract between the Company and the Client comes into existence. Before your booking is confirmed and a contract comes into force, the Company reserves the right to increase or decrease brochure prices. The Company or their agents reserve the right to decline any booking at their discretion. The person or persons named on the booking are hereafter referred to as the “Client”. All bookings are made with the Company, which sells the tours described in this brochure and or through its “Agents” who sell the Company’s tours through an agreement with the Company. **Offbeat Escapes Independent Trip** is defined as booking anything included in the Independent and Tailor Made brochure. These Terms and Conditions shall constitute the entire agreement between the Company and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The service to be provided is/are the tour(s) referred to in the booking confirmation.

Conditions of Carriage: All persons wishing to make a booking including any carriage by sea have carefully read and understand these Terms and Conditions, and the Conditions of Carriage. Carriage by road or by sea is subject to the Company’s conditions of carriage that are available on request and are expressly incorporated into this contract.

2. MEDICAL FORM

All Clients are obligated to review and acknowledge the Medical Information form, as it relates to their trip. Clients are asked to review the form, and be familiar with it. Any questions in relation to the Clients physical or mental suitability for a trip must be reviewed by their medical practitioner for approval. The Company cannot offer advice of a medical nature. Those Clients with pre-existing medical conditions as defined on the Medical Form must return



a signed form to the Company with final payment as specified in Section 7. All Clients on Expedition travel must return a signed Medical Form to the Company with final payment as specified in Section 7. The Client acknowledges and understands the destinations visited on Expedition travel are remote, isolated, and far removed from medical care facilities. Further, the client understands the honest completion of this form will assist all concerned in an emergency situation. The Client must complete the medical form honestly, accurately and disclose all medical history and information. The Company will review the information submitted, and keep the information in accordance with the published Privacy Policy. The Company reserve the right to challenge any information submitted, ask for further information or clarity on certain points. In the event there is a dispute between the Company and the Client in regard to the Clients' physical or mental suitability for a trip, the matter will be referred to a medical professional at the Clients expense. The Company reserves the right to deny any Client on reasonable medical grounds. In the event the Client has made a booking with the Company and subsequently is unable to complete the required medical form for any reason by the final payment schedule specified in Section 7, the Company reserves the right to treat the booking as cancelled, and applicable cancellation fees apply.

3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will have full cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

Traveling with Children: Clients aged 18 at date of first travel are viewed as adults. An adult over the age of 18 can accompany maximum of 2 children under the age of 18. The ratio of adults to children traveling together should not be more than one adult per two children and two adults per four children (17 and under). The minimum age for Clients traveling on tours is 12 (for Family designated tours, the minimum age is 5). All enquiries with respect to children are subject to review and approval by the Company that reserves the right to restrict the number of travellers under the age of 18 on tours. If the adult accompanying a child is not the child's parent or parents are divorced, then a "Parental Consent Guardianship Form" must be signed (or other documents provided as requested by the Company) by the parent or legal guardian and received by the Company prior to departure.

Traveling with Children on Expedition Trips: The Company is unable to accommodate children under-10 years of age and reserves the right to restrict the number of those less than 18 years of age to start the trip. An adult over the age of 18 must accompany every two children under the age of 17. The ratio of adults to children traveling together must be one adult per two children and two adults per four children (17 and under). If the adult accompanying a child is not the child's parent, a "Parental Consent Guardianship Form" (or other documents



provided as requested by the Company) must be signed by the parent or legal guardian and received by the Company prior to departure.

4. CURRENCY

The Company sells in INR (`) currency. The Company reserves the right, however, to apply the currency of their choosing to the booking.

5. QUOTE FEES AND ADMINISTRATIVE FEES

Quotes provided for the Independent and Tailor Made product line are subject to a non-refundable administrative Quote Fee as per agreement. Should the booking be confirmed, this amount will be deducted off the final payment amount. Some quotes may be exempt from the Quote Fee, and if this is the case, will be outlined at time of quote.

6. DEPOSITS

- **Tours and Independent Tours:** At time of booking 50% per tour is due. If booking is made 60 days or less prior to departure, full payment is due. The partial refundable deposit and medical form, if applicable, should be sent to the Company or its Agent. Tailor Made tours may require a higher deposit or full payment at the time of booking. If deposit is different from that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice. If combinations of Tours, Independent Tours and Tailor Made tours are booked, the most restrictive requirements will apply to the whole booking.
- **Corporate Trips:** At time of booking a partial-refundable deposit of 50% amount per person per tour is due. If booking is made 30 days or less prior to departure, full payment is due. The partial refundable deposit and requirement form signed by senior authority on company letter head should be sent to the Company or its Agent.

7. FINAL PAYMENT SCHEDULE/ACCEPTANCE OF BOOKING/CLIENT DETAILS

Tours and Tailor Made Tours: Quotes provided for the Independent and Tailor Made product line are subject to a non-refundable administrative Quote Fee as per agreement. Should the booking be confirmed, this amount will be deducted off the final payment amount. Some quotes may be exempt from the Quote Fee, and if this is the case, will be outlined at time of quote.

- **Final Payment:** The Company must confirm acceptance of the Client's booking in writing. Please refer to the confirmation invoice and/or confirmation email for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date of the first service booked. If full payment is not received by the due date, then rates and tour space cannot be guaranteed. If a booking is made 60 days or less before the departure date of the first service booked then the full



amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed the Company reserves the right to treat the Client's booking as cancelled. Tailor Made Trips may require a higher deposit or full payment at the time of booking. If full payment is different to that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice. If combinations of Tours, Independent Tours and Tailor Made Tours are booked, the most restrictive requirements will apply to the whole booking.

- Corporate tours:** To conduct corporate tours a minimum of 50% advance is required to start the preparation of the booking. The remaining 50% needs to be cleared 30 days before the booking. In case of payment delays the company has right to change the quotation and also the tour space cannot be guaranteed as lot of third party services are involved and Offbeat Escapes only purchases them after 100% payment is done by the client. In case of corporate tours where the corporate is unable to make 100% payment in advance, the requirement form on company letter head, agreement on the payment date and a legal PO will be required from company side. A 2% per month interest will be levied by Offbeat Escapes in case of any delays from the payment due date as per agreement or email conformation. In case of use of any extra services used by the client during the trip, Offbeat Escapes will not be held responsible and client has to clear the bills himself. For corporate group bookings Offbeat Escapes will only make 5% extra arrangements. For example for a group of 100 minimum people committed Offbeat Escapes will accommodate maximum of 105 people on the day of the trip. If more people turn up it will not be Offbeat Escapes responsibility to manage them. Also in case of extra services or more people turn up the extra payments need to be cleared on the day of the trip itself after which it will apply a 2% interest per month on the pending amount from the day of the trip.
- Client Details:** In order for the Company to confirm and guarantee the Client's travel arrangements the Client must provide all Client Details with their final payment as per the schedule specified in Section 7(a). If the Client does not provide all details 30 days or more before departure, an Administrative Fee will be charged to the Client. In the event where client details have not been received by the Company 30 days prior to the Client's trip departure, the Company reserves the right to treat the file as cancelled and full cancellation fees will apply. Client Details required will vary tour by tour, and will be advised during the booking process. However, at a minimum Client Details include passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are traveling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company). A booking may not be confirmed without provision of Client Details.
- For corporate tours the requirement form needs to be scanned on company letter head, signed and stamped and set to us 30 days before departure.



- **Credit Card Charges:** The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost. Also a payment through credit card implies charges of 3.3%.

Expedition Trips

- **Final Payment:** The Company must confirm acceptance of the Clients booking in writing. Please refer to the confirmation invoice for details regarding final payment. Payment of the balance of the tour price is due 60 days before the departure date of the first service booked. If a booking is made 60 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If this balance is not paid at the time the booking is confirmed the Company reserves the right to treat the Client's booking as cancelled.
- **Client Details:** In order for the Company to confirm and guarantee the Clients travel arrangements the Client must provide all Client Details with their final payment as per the schedule specified in Section 7(d). If the Client does not provide all Client Details within 90 days before departure, an Administrative Fee will be charged to the Client. In the event where Client Details have not been received by the Company 30 days prior to the Clients trip departure, the Company reserves the right to treat the file as cancelled and full cancellation fees will apply. Client Details include passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are traveling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company). A booking may not be confirmed without provision of Client Details.

If a corporate does not send requirement form signed and sealed and fails to do the entire payment as per given terms and conditions the booking will be cancelled and cancellation charges as per our terms will apply.

- **Credit Card Charges:** The Company is not responsible for any charges applied to credit card transactions and will not refund or return any fees charged by third parties and incurred during the transaction of the tour cost. Also a payment through credit card implies charges of 3.3%.

9. CANCELLATION OF A TOUR BY THE CLIENT

Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by the Company or its Agents will determine the cancellation fees applicable.



- **Cancellation for Corporate Tours and Independent Tours:** The cancellation fees are expressed hereafter as a percentage of the total tour price, excluding insurance.
- **Cancellation 60 days or more before departure:** 5% deduction by the company
- **Cancellation 59-30 days before departure:** 30% of cost of services booked,
- **Cancellation less than 30 days before departure:** 60% of cost of services booked,
- **Cancellation less than 15 days before departure:** 100% of cost of services booked.
- Tailor Made trips may vary in cancellation policy from that detailed in this clause, and will be detailed at time of booking. In not detailed same conditions apply.

10. CANCELLATION OF A TOUR BY THE COMPANY

Prior to 60 days the Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 60 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control (excluding Expedition Trips – refer to Expedition Ticket/Conditions of Carriage). When a tour is cancelled by the Company before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

1. take a substitute tour of equivalent or superior quality if the Company is able and willing to offer such a substitute; or
2. take a substitute tour of lower quality if the Company is able and willing to offer one and to recover from the Company the difference in price between the price of the tour originally purchased and that of the substitute tour; or
3. Have a full refund of all monies paid under the contract within 30 days of cancellation.

The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Company's control, the Company will in some circumstances offer compensation. Significant alterations do not include the substitution of a transport, modification of itineraries, change in cabin category or hotel accommodation provided it is of the same category.

11. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

12. PRICES, SURCHARGES AND TAXES



The price of the tours published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of their tours including the costs of any other service provided by the Company at the time of making their booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 30 days before the departure date stipulated. After a Confirmation Invoice has been issued any increase to the tour price will be as the result of changes in an increase in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, including any currency fluctuations. If the increase would be 2% or less of the holiday price the Company will absorb the changes in its costs of providing the tour. However if the increase is more than 2% the Company will pass this increase on to the Client. Where the increase in price is more than 7% of the Clients holiday price then in these circumstances the Clients may either:

1. Withdraw from the contract without incurring any penalty; or
2. Accept the change of price.

13. VALIDITY

The prices in email, documents, brochure and website are based on rates and costs in effect at time of printing the brochure, typing or posting to the website. The Company reserves the right to alter prices at any time prior to tour been paid in full. The land price of the trip is guaranteed when paid in full, subject to any potential surcharges as stipulated in Section 12. All dates, itineraries and prices are indicative only.

14. FLEXIBILITY

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

15. CHANGES

- **Changes made by the Company:** While the Company will endeavour to operate all tours as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is sufficient time before departure. The definition of a major change is deemed to be a change affecting at least one in three full tour days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on tour as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Tour Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client. Where the Company has to make a major change to the Client's holiday



before departure in these circumstances the Company will notify the Client as quickly as possible so that the Client can take the decision:

- Whether to withdraw from the contract without penalty; or
- To accept the change and proceed with the holiday.

The Client must notify the Company of their decision in writing or via their travel agent within 7 days of receiving the notification of alteration. The Company will not be liable for indirect and or consequential losses.

- **Changes made by the Client:** A transfer from one tour to another can only be made more than 60 days, (90 days for Expedition Trips) before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, (120 days for Expedition Trips) before departure will not be accepted. In this case the Client must cancel the booking and then re-book on another tour. The Client may only transfer a booking to a departure date in the current season and may not transfer a booking to future seasons. Any such transfers will be regarded as cancellations and cancellation fees will apply. The Client may apply to have the name of the reservation altered by the Company more than 60 days, (90 days for Expedition Trips) prior to departure. Name changes cannot be made 60 days (90 days for Expedition Trips) or less before departure. Any name changes are subject to Company approval and applicable Administrative Fees. Package Travel is subject to different terms and conditions as defined in Section 30.
- **Other Changes:** Any changes to a file will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an Administrative Fee. No changes are permitted to your booking within 10 days of departure.

16. AIR FARE

Any tour does not include international air fare or any other flights unless mentioned in the inclusions.

- **Quotes:** All quotes are in INR(`), unless otherwise stated. The company will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by the Company.





- **Options:** The Client may hold an option on a flight with the Company. This option guarantees the seat at the quoted price for the same business day. After close of business that day (5pm EST, Monday to Friday) if the option is not confirmed, the option is deemed to have expired and is no longer valid.
- **Price changes:** Until the tickets are issued, the Company reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.
- **Full payment:** Full payment must be received by the Company before the Option period expires to guarantee the reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.
- **Changes & cancellations:** Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the Companies discretion, and will also have Administrative Fees applied.
- **Flight reconfirmation:** The Company strongly recommends flight times and numbers be verified or reconfirmed at least 72 hours prior to departure. The Company is not responsible for any change to airline schedules or flight numbers after tickets have been issued.
- **Airline tickets:** Once issued, all airline tickets are non-transferable and valid only for the dates and routings shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.
- **Airline, airport or weather delays:** The Company will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. The Company will not reimburse for any additional expenses incurred by the Client as a result. The company will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.



17. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. Prior to tour commencement, the Client may be asked to sign a participation form, with the following wording: “I understand traveling with Offbeat Escapes may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am travelling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the Offbeat Escapes Trip Details for this trip I am undertaking and have provided details of any pre-existing medical conditions I may have to Offbeat Escapes representatives. I accept these risks and obligations and I fully assume the risks of travel. The complete liability form can be downloaded from here.

18. AUTHORITY ON TOUR

At all times the decision of the Company’s tour leader or representative will be final on all matters likely to endanger the safety and wellbeing of the tour. By booking with the Company, the Client agrees to abide by the authority of the tour leader or Company representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. If the Client is affected by any condition, medical or otherwise, that might affect other people’s enjoyment of the tour, the Client must advise the Company at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the tour leader, the Client’s behaviour is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client’s travel arrangements without any liability on the Company’s part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

19. GUARANTEED DEPARTURES

The Company does not guarantee all departures as displayed on their website www.offbeatescapes.com. Brochures, and other printed materials displaying tour information and departure dates are subject to change, and do not form part of the Guaranteed designation.. A departure shall become guaranteed once a minimum number of people (most cases 10) have booked it. A Client has a confirmed booking upon it (a booking must have at least a deposit paid to be considered ‘confirmed’). This guarantee of departure is still subject to Force Majeure situations, as per Section 21.

20. TRAVEL DOCUMENTS

- **Valid Passport:** The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required



for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

- **Documents:** To expedite the issuing of travel documents please note that all tour related travel documents such as vouchers, itineraries and invoices will be sent via email or will be available on the website www.offbeatescapes.com once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means.
- **Trip Details:** It is the Clients responsibility to visit the website at least 72 hours prior to departure to ensure the most current Trip Details is in their possession as minor changes may have been made since the tour documents were originally provided by the Company.

21. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labour difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

22. INSURANCE

We strongly recommend that all Clients obtain travel insurance with a minimum medical coverage of ` 500,000 while travelling with the Company and this insurance must cover personal injury and emergency medical expenses. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a transport, train, bus, or



other mode of transportation, publicly owned or operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, transports, expedition vehicles, or any other mode of transportation. The Client acknowledges that the cost of the tour does not include insurance, and that the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

23. DISCOUNTS AND PROMOTIONS

All discounts and reduced pricing are applied at the Company's discretion. From time-to-time the Company may offer reduced pricing on selected tours. The reduced pricing applies strictly to new bookings, and bookings that have already provided deposit are locked into their original price and are not entitled to the reduced pricing. A booking may not be cancelled, and have the Lifetime Deposit applied to re-book the same or similar dates of travel or tour at a reduced price. The 5% discount for completing post trip evaluations cannot be applied to independent style travel tours, and cannot be combined with other offers or discounts provided by the Company.

24. CLAIMS AND COMPLAINTS

If a Client has a complaint against the Company, the Client must first inform the tour leader or customer care support at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Company representative or local Office Manager whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will result in the Client's ability to claim compensation from the Company being extinguished or at least reduced. If satisfaction is still not reached through these means on tour then any further complaint must be put in writing to the Company via its Agents or directly to head office at 'info@offbeatescapes.com' or Offbeat Escapes, Customer Service Department, WZ-53 Todapur IARI Pusa New Delhi-110012, India layout within 30 days of the end of the tour. The Company will not accept any liability for claims received after this period.

25. CLIENT RESPONSIBILITY

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in his or her daily lives. By booking travel with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination.

26. OPTIONAL EXTRAS

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable





for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing flights and other extras that are not included in the tour price.

27. LIABILITY

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then the Company limits its liability, where applicable by the International Conventions.

In so far as the Company may be liable to a Client in respect of claims The Company shall be entitled to all the rights, defences, immunities and limitations available, respectively, to the actual local service provider and under the relevant Conventions and nothing in these Booking Conditions shall be deemed as a surrender thereof. The Company's liability will not at any time exceed that of the local service provider under its Conditions applicable or incorporated conventions or other legislation. Any liability in respect of death and personal injury and loss of and damage to luggage which the Company may incur to the Client, whether under the Contract with the Client in accordance with these Booking Conditions or otherwise, shall always be subject to the limits of liability contained by third party supplier. Notwithstanding anything to the contrary elsewhere in these Booking Conditions, the Company shall not in any circumstances be liable to Clients for any loss or anticipated loss of profit, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature. For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability the Company may incur for the negligent acts and/or omissions of its suppliers shall be limited to a maximum of the price which the Client paid for the Contract not including insurance premiums and administration charges. Where this relates to loss of and/or damage to luggage and/or other personal possessions then the Company's liability will not exceed INR5,000. The Company will not at any time be liable for any loss of or damage to valuables of any nature. The Client is precluded from making a double recovery by making the same claims and seeking recovery against the Company and its suppliers, contractors or other third parties.

In addition, Offbeat Escapes cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, transport, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of Offbeat Escapes. In no event will Offbeat Escapes be responsible for incidental, consequential or special or incidental damage or loss suffered by any person. Offbeat Escapes's maximum liability, for any reason whatsoever, will be limited to the amount paid to Offbeat Escapes for its services. In issuing tickets and coupons for transportation of



the purchaser by any means, and making arrangements for hotel or other accommodation, Offbeat Escapes is not acting as principal but only as agent for the companies, corporation or person providing or offering the means of transportation and accommodation. To the extent Offbeat Escapes shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation. Airlines and other transportation providers (e.g., boat operators) are not liable for any detention, delays, loss, damage, sickness or injury, however or by whoever caused, during the time passengers are not on board their planes or conveyances. The contract of carriage used by such transportation providers when issued shall constitute the sole contract between the transportation providers and the purchaser of these vacation arrangements

28. SUPPLIERS AND INDEPENDENT CONTRACTORS

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. The Company will at all times endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. Neither the Company nor any third party service provider is liable for independent contractors.

In respect of transport, the service providers operate as independent contractors. Their services and products are charged as extras. Neither the Company nor the Third party service provider is responsible for their performance or products. These contractors may include doctor, medical personnel, hairdresser, manicurist, masseuse, photographer, entertainer, fitness instructors, spa personnel, beauticians, internet/I.T. personnel or other instructional concessionaires, art or other auctioneers, shopkeepers and others providing services. These contractors work directly for the Client when performing their services. Neither the Company nor the Third party service provider is responsible for any such person's acts or omissions in providing goods or services to the Client. The independent contractors including Shore Excursion providers do not at any time act as agents or representatives of the Company or the third party service provider. Neither the Company nor the Third party service provider owns or controls any such independent contractors, makes no representation of any kind as to their performance and does not undertake to supervise their activities. Any Guest using such services or activities shall be deemed to agree and consent that any liability for any death, personal injury, illness, emotional distress, mental suffering or psychological injury to the guest or loss of or damage to property shall be the sole responsibility of the provider of such service or activity. Neither the Company nor the Third party service provider shall be or become liable or responsible in any way for any act or omission of any such provider pertaining to, or arising from or in connection with such services or activities.

29. PACKAGE TRAVEL

- **Definition:** In addition to the above definition, “Package Travel” is a combination of transport and land services booked at the same time and which is offered by the Company at an all-inclusive price. Anything else outside this definition being transport and accommodation booked on a modular basis whether at the same time or not and shown as a “Total Price” or accommodation or transportation only bookings are not a “Package” but defined as “Other Arrangements”. Packages include items as listed on the Trip Details and do not include airport, airline or any other applicable taxes, airport transfers (unless otherwise specified),



passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips, items of a personal nature, baggage fees, excess baggage or optional excursions.

- **Booking:** All Packages are subject to availability at time of booking.
- **Payments:** Where full payment is not required immediately, a deposit is required as per Section 6 of these terms and conditions. On occasion, the deposit amount may be more than those outlined in Section 6, and in such circumstances the deposit amount will be advised at time of booking. Final balance amount and due date will be advised at time of confirmation, and will be paid as per Section 7(a) of these terms and conditions. Where full payment is required immediately, the conditions of the Package will be displayed and upon acceptance the booking will be deemed confirmed. All Packages are eligible for Lifetime Deposits as per Section 6(c) of these terms and conditions.
- **Alterations and/or cancellations by the Client:** No name changes may be made once the booking is in place. Any change of name will result in cancellation penalties. Changes are always subject to availability and airline fees. Some Airlines do not allow changes, and in these situations, any changes made will be treated as a cancellation and a new package will need to be purchased. Day of cancellation and/or alterations will be calculated as the day the Company receives the cancellation notice in writing from the Client. Changes after confirmation are subject to an Administrative Fee as per Section 5 of these terms and conditions plus applicable airline rates and charges including any incremental difference between the initial rate and the new rate. The Company will advise of those airline charges at such time as the change is made. In the event of a Package being cancelled before receipt of full payment, the deposit amount shall be retained by the Company as a Lifetime Deposit. All Packages cancelled after full payment is received, are subject to cancellation charges. These cancellation charges can be equivalent to 100% of the Package price. At the time of cancellation, the Company will advise the applicable cancellation fees.
- **Alterations and/or cancellations by the Company:** There are occasions where the Company has to make alterations to Packages that are advertised in the brochure or on the website either before or after a booking has been made. Such alterations can be of a 'minor' or 'major' nature. A 'minor' alteration is defined as an alteration of airline schedule and/or alteration in accommodation provider(s). A 'major' alteration is defined as an alteration that alters the length of the tour and/or an alteration to the date(s) of arrival/departure flights and/or the quality of the Package purchased. Where a minor alteration is made to a Package, the Company will advise the Client of such alterations before departure date. No compensation is payable. Where a major alteration is made to a Package, the Client will have the option of selecting one of the following options: 1) Accepting the change, 2) Accepting alternative travel arrangements that are presented (any cost difference that is less than the original Package will be refunded), or 3) Cancelling the package outright for a full refund of monies paid to the Company. While on tour, a change may be forced due to factors outside of The Company's control. In these situations, alternative arrangements will be provided as circumstances allow. If any change of a minor or major nature is needed due to Force Majeure circumstances as per Section 22 of these terms and conditions, no compensation (outside of the alternatives provided by the Company as above) is payable.
- **Travel Documents:** It is the sole responsibility of the Client to obtain, at his/her expense, all the documentation required by relevant government authorities for the purpose of travel. It is advisable to check with the relevant consulate/embassy/high commission with regard to what documentation is required. If passage or entry is refused, the Company will not be held liable and no refund will be issued.





- **Baggage:** The security of all baggage remains at the Clients responsibility throughout the trip. Independent contractors over which the Company has no direct control or responsibility perform baggage handling and the Company will not assume such responsibility for loss of, or damage to, baggage or other possessions.
- **Flights and Airlines:** All flight times, flight itineraries, carriers and aircraft types are subject to change. Third party service providers and the Company also reserve the right to add en route stops. The Client agrees that the Company cannot be held responsible or liable if flights are missed or boarding is denied. Further, the Client also agrees that the Company cannot be held responsible or liable for expenses, lost wages or missed vacation time due to flight time changes and/or delays.
- **Unused services:** Missed flights or unused package components are non-refundable and non-creditable for any reason whatsoever. If a Client is a 'no-show', or if the package is cancelled after the departure date of the outbound flight, or if the client leaves a tour already in progress, no refund for any unused portion of the package will be provided.
- **Insurance:** Full insurance protection is highly recommended. Insurance as defined in Section 23 of these terms and conditions must also be obtained.
- **Special Requests:** The Company cannot guarantee specific requests such as room location, adjoining rooms, bed preference, in-flight meal requirements, sky cots or any other request. While the Company will attempt to advise service providers of such requests, it cannot be held responsible if such requests cannot be fulfilled or if local surcharges are applied.
- **Notice to travellers:** Please be aware that different living standards and practices exist outside of the developed Western World, including but not limited to provision of utilities, i.e. water and electricity, accommodations, services of all kinds, food, food preparation, water quality, security, insects, wildlife and weather conditions. The Client agrees that the Company shall not be responsible or liable for any loss, damage, illness or injury suffered as a result of such different living standards and practices. For information specific to your destination before you travel, please check the Foreign Affairs & International Trade India website at www.voyage.gc.ca

30. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

31. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon the Company and the Client and their respective heirs, legal personal representatives, successors and assigns. The Company, Offbeat Escapes Tours Private Limited, exists under, and is pursuant to, the laws of the ROC, India, with its registered office located at WZ -53 Todapur IARI Pusa New Delhi – 110012.



32. APPLICABLE LAW

The Terms and Conditions and Conditions of Carriage including all matters arising from it are subject to Indian Law and the exclusive jurisdiction of the Delhi Court.

33. PRIVACY POLICY

The Company will provide personal information, as well as any personal information provided in relation to persons whose travel arrangements have been requested by the Client, to suppliers and third party service providers to enable the operation of the services requested. The Company will do all reasonably possible in endeavoring to protect personal information. Please refer to the website www.offbeatescapes.com for the Company's Privacy Policy.

34. ONLINE BOOKINGS

All on line reservations shall be deemed as booked in India, and shall be subject to Indian law and jurisdiction.

35. IMAGES AND MARKETING

The Client agrees that during the tour images, photos or videos may be taken by other travellers and/or the Company Staff that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Company and the Client grants perpetual, royalty-free, worldwide, irrevocable license to reproduce such images, photos or video in any medium for promotion and publicity purposes.

36. REFUSAL OF SERVICE

At any time before or during the booking process, the Company retains the right to refuse service to any Client, for any reason whatsoever, outside of any discrimination or protected class reasons.

37. UPDATING OF TERMS AND CONDITIONS

The Company reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on the Company website www.offbeatescapes.com

