

## **TERMS AND CONDITIONS:**

These spell out your rights and responsibilities prior to, during, and after the event, so please read them carefully. The following booking conditions stand as the basis of your contract with Offbeat Compass. (In our, us, and our). You acknowledge that you had the chance to read, have read, and fully accept these terms and conditions by confirming the reservation.

These booking terms apply to any trips that we agree to arrange or carry out as part of our contract with you, subject to the features and exclusions we indicate for each event. If not specifically indicated differently, all references in these terms to "trip," "trek," "booking," and "event" refer to the travel arrangements made for the trip on the booked dates. "Departure" and "arrival" references. The term "organizer", "lead", and "captain" refers to the person leading/managing the trip officially on behalf of Offbeat Compass. within the timeframe of the event.

### Booking your trip and payment details

1. To make a reservation, please use the steps outlined on our website or give us a call. Each traveller is expected to comply with the pertinent prerequisites, including the necessary paperwork, medical exams, and information. A parent or guardian must travel with you if you are under 18 at the time of booking.

As soon as we receive your money and confirm your slot/event, your reservation will be recognised as a firm and a contract between us will be established.

Please review our includes and exclusions to learn more about the arrangements that were promised. You may either find these inclusions and exclusions on the website or have them supplied to you electronically. All of the promised arrangements will be made for you during the event, subject to the itinerary's success (see the appropriate section for details). The payment snapshot serves as both an invoice and a receipt for all payments received. Please contact our staff after the event if you want a complete invoice or GST advantages. Where we have not affirmed a product's availability.

1. Slot reservations frequently include paying a non-refundable or refundable fee. In these circumstances, the entire payment must be made by the dates specified or your reservation will be cancelled. Any of our staff can help you seek a grace period, but during that time, your position will only be deemed provisional and may or may not later be confirmed. Payment

for private events will be made as arranged via electronic communication, such as email or WhatsApp.

2. If for any reason the balance (together with any relevant surcharges) is not received by the deadline, we retain the right to assume that you have cancelled the reservation. You are responsible for the payment if we don't immediately cancel since you have agreed to do so.
  
3. The price given for every trip includes the cost of organising, planning, and carrying out the trip, as well as the cost of group supplies, lodging, administrative costs, employees, and many other components that are specific to each trip. The costs of your travel to and from the start and end of your trip, including any necessary flights, the cost of your passport and visas, the cost of personal equipment and personal expenses while on the trip, as well as any other costs expressly listed as being excluded on the trip description and/or invoice, are all your responsibility.
  
4. Before your trip is finalised, we have the right to make modifications and fix pricing inaccuracies. At the time of booking, we will inform you of any errors of which we are aware as well as the pricing that is in effect at that time.

Only in the event of any change in our transportation costs or dues, emergencies, taxes, or fees, or in the exchange rates that have been used to calculate the cost of your trip, will we increase or decrease the price after the price of your chosen trip has been confirmed at the time of booking, subject to the correction of errors. If there are any critical situations or medical crises while on the journey, the pricing may alter.

If the cost changes after the payment has been confirmed due to unforeseeable circumstances, a fee can be required. Even in the aforementioned scenarios, we won't add a fee until the amount of any cost rise surpasses 2% of the overall cost of your trip. You will be able to cancel your reservation and get a full refund of all the money you paid, less processing charges, or you can buy another trip from us, as described in the refunds section below, if any surcharge exceeds 10% of the cost of your trip. Your entire trip might be cancelled if any fee is not paid as communicated or suggested. Refunds will only be given if the reduction in our expenses occurs.

1. 1. Travel insurance: You need to have enough coverage for your vacation, including any adventurous activities like high-altitude hiking. Keep in mind that most of our excursions are supervised and do not call for the use of climbing ropes. It is crucial to have enough insurance that will pay for medical expenditures as well as cancellation charges starting from the date of booking (including evacuation and repatriation). Please carefully review the contents of your policy and bring them with you on your trip. It is your obligation to make sure the insurance coverage you choose is appropriate and acceptable for your specific needs.
  2. Health: Unless otherwise specified during a phone call, you are assumed to have confirmed at the time of booking that you are in good health, physically capable of participating in all aspects of the trip, and free from any conditions that might make you unfit to participate or make you more likely to get sick or hurt while on the trip, given its challenges and objectives. You are responsible for any situation that may develop and the organizer's actions before, during, or after the trip will not be reviewed or evaluated if you are unable to provide this confirmation for any reason or have a medical condition that might influence your trip. Before selecting the event or making a payment, you must contact us.
  3. Depending on when we learn the truth, we retain the right to cancel your booking or interrupt your participation in the trip if any information provided in the application form or medical questionnaire is proven to be substantially false or incomplete. For further information, review the cancellation penalties.
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1. Particular requests: Before making a reservation, kindly let us know of any special requirements. Wherever feasible, we'll make an effort to accommodate the request or make arrangements for our suppliers to do so. The fact that a specific request has been acknowledged or communicated to the supplier, or that it is listed on your invoice or any other paperwork, does not guarantee that it will be fulfilled. All custom requests are subject to availability until and until expressly verified.
  2. You must complete and sign the statement absolving Offbeat Compass and the tour leader/organizer of all liability for your health and safety. No blame or liability for any mishaps that occur during the event, including transportation, will be attributed to other attendees, the event's organisers, or Offbeat Compass. You must realise that the organizer's

word is final and that any decisions he makes are based on his knowledge and discretion and cannot be contested during or after the trip. You acknowledge that you will be accountable for your own safety throughout the event and that you will trust and abide by the organizer's decisions. It is your duty to conduct yourself with decorum, courtesy, and discipline throughout the event.

2. You promise to contact us first with at least 24 hours to resolve your issue before any further action is taken from you in the event that you have complaints about the trip during or after the event. We must receive your complaints in writing, orally over the phone, or in person. The event's organiser will take care of any minor complaints during or after it.

#### Liability:

1. As part of our agreement with you, we undertake to make, perform, or furnish the travel arrangements as agreed upon with a fair level of expertise and care. This means that, subject to these booking conditions, we will accept liability if, for instance, your contracted trip arrangements are not delivered as promised or turn out to be inadequate as a result of our or our suppliers' failure to use reasonable skill and care in making, performing, or providing, as appropriate, your contracted trip arrangements.

Please be aware that if you want to claim us after the fact, you must be able to demonstrate that reasonable attempts were not done. Additionally, we won't be held accountable for anything our agents, suppliers, or workers do or don't do unless they were acting in the course of their employment at the time (for workers) or doing work we had asked them to do (for agents and suppliers).

1. We disclaim all liability for any harm, illness, death, loss (including loss of property, time, or enjoyment), damage, expense, cost, or other sum or claim of any kind resulting from any of the following: your actions or inactions, actions or inactions of third parties unrelated to the provision of your trip, and unforeseeable events.
2. We are unable to take responsibility for any services that fail to fulfil their obligations under our contract. This includes, for instance, any extra services that any supplier (including any of the regional partners with whom we work in part or in full) agrees to provide for you, where we only do so if specifically indicated in our contract. For instance, one of our contractors will be in charge of your security while hosting a

mountaineering adventure for us. Any extra services that a supplier promises to offer or plan for you while you are away include any activities that are not included in the trip arrangements you have contracted.

3. In addition, we only undertake to exercise reasonable skill and care as described above, and we do not have any additional or different duty to you, regardless of the language we use on our website, in any promotional materials, or elsewhere. Your travel plans are made in large part by local businesses. Due to our investment in them, these businesses carry our name under a common set of standards and branding, but despite this, they are different legal entities that aren't related to us in any way other than by providing the services that are part of your trip. They have their own rules and regulations and run fully autonomously.
4. We shall determine whether the services in issue had been lawfully delivered based on the promises we make to you regarding the services we have promised to supply or arrange as part of our contract, as well as the laws and regulations of the country in which your claim happened. The specific services that gave rise to the claim or complaint will be regarded as having been properly supplied if they comply with the local laws and regulations that were in effect at the time and applied to those services. This is true without exception.
5. During the event, whether at the accommodations, on the train, or during an activity, we are not responsible for the loss of or damage to any luggage or personal belongings (including money). To secure your personal property, you must make sure you have the proper travel insurance. If we are found to be responsible to you for any other claims not involving bodily harm, the most we will have to pay you is the market price paid by or on behalf of all of the individuals affected, unless a lower restriction applies to your claim.
6. In cases where medical treatment is required due to a personal injury sustained while using travel or lodging services offered by any provider, the maximum compensation shall be restricted to first-aid care.
7. Please be aware that we are not required to pay you for a claim or portion of a claim if a carrier would not be required to do so under the applicable international convention or law. Any money you have received or are entitled to receive from the carrier for the specific claim may be subtracted when we make any payment. Upon request, we may provide you with copies of the relevant international agreements and rules.
8. Please be aware that we are unable to accept responsibility for any damage, loss, expense, or other sum (s) of any description that (1), based on the information you provided to us regarding your booking

before we accepted it, we could not have foreseen you would suffer or incur if we breached our contract with you, or (2), did not arise as a result of any negligence on the part of ourselves, our employees, or, where we are responsible for them, our suppliers. Additionally, we do not assume responsibility for any business losses, including losses incurred by independent contractors.

9. Delays, behavior, damage, and complaints
10. Delays: We apologise that we are unable to provide you with help in the case of a delay at either your outbound or incoming point of departure. Please keep in mind that it is your obligation to make sure you show up at the tour departure site, and all expenses incurred as a result are solely your responsibility. This is true even in situations when we help you make any additional arrangements that may be required, such as when your flights were delayed and you missed a pre-arranged transport with us.
11. Supplier terms and conditions: Suppliers, including transport companies, obey their terms and conditions while providing their services. In the case of a death, a personal injury, a delay, or the loss or damage of personal property, these terms may restrict or eliminate their duty to you. Offbeat Compass in no way assumes any responsibility or liability for our vendors.
12. Behavior and damage decisions: While the trip is in action, the organiser makes all choices, with or without the knowledge of other teams working for Offbeat Compass, and you are required to act in accordance with any reasonable orders you are given. If the team leader, trip guide, or another member of our staff reasonably believes that your continued presence is impairing or is likely to impair the good order, discipline, safety, or successful operation of the trip, or the safety or wellbeing of any particular participant(s), or any other third party, or if you violate any local laws or ordinances where the trip is taking place, they may remove you from the trip at any time.
13. We demand regard for others from every customer. We reserve the right to cancel your trip at any time without prior notice if, in our reasonable view or the reasonable opinion of any other person in authority, you act in a way that endangers, upsets, or distresses our staff members, other people, or property.
14. If the information on your application form or medical questionnaire turns out to be significantly false or incomplete, we or personnel working for Offbeat Compass are authorised to cancel your trip under the aforementioned conditions. You will be obligated to end the trip immediately if you are withdrawn, and we will no longer be responsible for you. We won't reimburse any charges or expenditures incurred as a result of the withdrawal, and no refunds will be given either. Additionally,

you will be required to hold us harmless from any damage or costs that may occur from your activities.

15. You agree to take responsibility for any harm or loss you may have caused. Within 30 days or the date selected by the victim, whichever is later, full payment for any such damage or loss (reasonably approximated if not exactly known) must be provided directly to the accommodation owner, management, other provider, or us. You must pay the difference as soon as it is discovered if the actual cost of the loss or damage exceeds the amount paid where it was predicted. The difference between the actual cost and the amount paid will be returned. Additionally, as a result of your actions, you agree to pay for any claims later brought against us and all costs we incur (including both our own and the third party's entire legal fees).
16. 10. Passport and visa requirements: On the appropriate page of our website, we provide the passport and visa requirements for the excursions we offer. However, these criteria are subject to change, so you should verify the most recent status well in advance of your trip.
17. Before leaving, you must make sure you have all required travel and health documentation. You are responsible for covering any fees associated with acquiring such paperwork. We regret that we are unable to assume responsibility if you are denied admission aboard any transportation system or into any nation because you did not have all necessary papers with you. You agree to reimburse us for any fines, surcharges or other financial penalties incurred by us as a consequence of our failing to possess any required travel or other papers.
18. Health needs: We'll let you know about any mandatory health criteria for Indian citizens for the tours we provide. It is your obligation to make sure you are informed of any advised immunizations and safety measures well in advance of your trip. You should verify the most recent position well before leaving because health guidelines and criteria are subject to change. Given that the nature of certain of our trips may be harmful for customers with specific medical issues, we ask total honesty and medical certification from the client regarding the trips that require it. Common travel obstacles or severe illnesses that might lead to extreme scenarios include HACE, HAPE, AMS, Asthma, Schizophrenia, Malaria, Covid-19, and many others. Please with your doctor if you are unsure.
19. In the unusual event that you have a reason to complain or run into any issues with your trip while you're on the road, you must let your tour leader or us know right away. Contact our local agent or the provider of the requested service(s) if no leads are available. Any verbal notice must be recorded in writing and delivered as soon as possible to our trip leader

and the provider. You must contact us at our office in Hyderabad using the contact information we gave you during your trip, providing us with complete details and a contact number, if any complaint or issue is not handled to your satisfaction by the trip guide, local agency, or supplier. Prior to learning of a complaint or issue, we cannot even start to address it. The majority of issues can be resolved quickly. However, you must write to us within 14 days after your trip's conclusion if you are still not pleased. If you do not communicate the complaint or claim in full as required by this paragraph, we cannot be held responsible. In the odd event that we are unable to settle your complaint peacefully, you may choose to file a claim with the courts instead. Please contact us with any minor concerns no later than 24 hours after the occurrence or conclusion of the event. These problems will be fixed in 7 working days.

- Our website: To the best of our knowledge at the time of publishing, the content on our website and in other promotional materials is accurate. However, mistakes might happen from time to time, and information can then evolve. Therefore, you must make sure that you verify with us, at the time of booking, all the specifics of your selected trip, including the cost.
1. Standards: Any services that are given as part of your trip are subject to the laws and regulations of the nation in which they are offered. These rules and standards, in general, won't be the same as what you're used to, and they could even be lower. There is no encouragement for these kind of complaints concerning the calibre and level of the preparations made under inclusions.
  2. Your contract: You and I agree that your contract and any dispute, claim, or other issue of any kind that occurs between us (a "claim") shall be governed by Indian law (and no other law). We both further concur that the Hyderabad, India courts should have exclusive jurisdiction over any dispute between us (regardless of whether such claim involves any physical harm).