

**BOOKING TERMS AND CONDITIONS AND WAIVER FORM (2023 - 2024)**

(PLEASE USE BLOCK LETTERS ONLY)

Acceptance of Risk:

"I understand travelling with Odati Adventures Pvt. Ltd. (OAPL) may involve risks (and rewards) above and beyond those encountered on a 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 Trip Brochure or trip details as given on the company website for this trip I am undertaking and have provided details of any pre-existing medical conditions I may have, to OAPL representatives. I accept these risks and obligations and I fully assume the risks of the trip. I fully and forever release and discharge OAPL and all other related, affiliated, associated or otherwise connected corporations, individuals and other entities and all of their respective directors, employees, contractors, agents, successors and assigns (collectively, the "Releases") from any and all costs (including, without limitation, actual legal costs), claims, demands, actions, causes of action and liabilities whatsoever for any and all losses, damages, death or injuries to persons or loss of property, which may be sustained by me in connection with or in any way relating to this trip, due to any cause or reason whatsoever.

Optional Activities

I understand during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand OAPL makes no representations about the safety or quality of the activity, or the standard of the independent operator running it. I also understand OAPL is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity and if I do so, I assume full responsibility for any risks involved and the waiver and release of the Releases set out in the foregoing paragraph shall apply to such optional activities."

I wish to reserve _____ seats for _____ departing on DD / MM / YYYY Trip Code: _____

Name: _____
First Name (Use CAPITALS only) Middle Name (Use CAPITALS only) Last Name (Use CAPITALS only)

Father's Name: _____

Date Of Birth: DD / MM / YYYY Age: _____ Yrs

Address: _____

City: _____ Zip / PIN Code: _____ Country: _____

Telephone No.: _____ - _____ - _____ Mobile No.: _____ - _____
Country Code Area Code No. Country Code No.

Personal Email: _____

Occupation: _____ Employer: _____

Blood Group: _____ Height: _____ Cms Weight: _____ Kgs / Lbs

Birth Marks / Identification Mark: _____

Any Ailments: _____

Brief Medical History (if any): _____

Allergies (if any): _____

In emergency call: Mr/Mrs/Ms: _____ No. _____

For International Trips

Nationality: _____ Passport No.: _____ Date of Expiry: DD / MM / YYYY

Voluntary Execution

My advancement of a deposit to Odati Adventures Private Limited (OAPL) declares that:

- I have fully read the brochure and have understood the destination, nature of the activity and what signing up for this trip entails.
- I have fully read and understood the contents of the Terms and Conditions, especially those regarding cancellation and refund policies, responsibility borne by trip participants and limitation of liability. On the advance of a deposit to OAPL, the depositor, his or her family and beneficiary agree to be bound by the above Terms and Conditions.

Declaration and Signature

I/we have read understood and accepted the terms and conditions overleaf on behalf of myself and my/our party.

Signature: _____ Date: _____

How did you hear about Odati Adventures? _____

Note

- For Long Duration Trips (>4 Days) kindly attach a copy of your passport or valid proof of identity and address along with the form wherever required.
- Kindly attach separate forms/list of additional members accompanying you, providing all the above details and send it before the last date of booking.

Terms and Conditions & Client Waiver

1. THE CONTRACT

All persons wishing to make a booking must carefully read and understand the Terms and Conditions and Waiver that follow. By making a booking by telephone, in person, or on the website www.odati.com, or by email or facsimile with Odati Adventures Private Limited (referred to as "OAPL" or "the Company" or "We" or "Us") 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 in writing or by email. It is at this point that a contract between the Company and the Client comes into existence. Before a 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" or "You". All bookings are made with Odati Adventures Pvt. Ltd, which sells the adventure trips described on the Company website or in this brochure or through its "Agents" who sell the Company's tours through an agreement with the Company. These Terms and Conditions and Waiver 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, collateral agreement, prior agreement, description of services, or conditions, other than as expressed herein. The service(s) to be provided is/are the tour(s) referred to in the booking confirmation.

2. ACCEPTANCE OF RISK

The Client acknowledges that the nature of the trip is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby releases the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

3. MEDICAL CONDITION & SPECIAL REQUIREMENTS

The Company must be notified in writing at the time of booking of any medical conditions, pregnancy, physically challenged conditions 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 later cancellation will result in 100% cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, pregnancy or physical or mental conditions. It is the Clients' responsibility to check prior to booking. The Company may refuse to carry pregnant women or Clients with certain medical 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 requirements, 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 region to region and country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment or facilities available.

4. CLIENT DETAILS

In order for the Company to confirm and guarantee the Client's travel arrangements especially in places where permits are required, the Client must provide all client details and supporting documents with their final payment as per the dates specified. If the Client does not provide all client details and supporting documents within 15 days before departure, an additional fee of Rs.500/- will be charged. In the event where client details have not been received by the Company 7 days prior to the Client's trip departure, the Company reserves the right to treat the booking as cancelled and the cancellation charges will apply. Client details include signed Terms and Condition and Waiver form and, copies of valid photo-identity card with address, Copies of Passport (for Foreign Tourists or wherever applicable) and Visa (for Foreign Tourists or wherever applicable)

5. PAYMENT TERMS AND CONDITION

5a. DEPOSIT REQUIREMENT

Advance Deposits and Payments: All trip bookings must be made at least on or before the date mentioned in the communication. All bookings can be confirmed after receipt of the booking / Enrolment form and an advance of 50% of the total trip cost that includes a 10% non-refundable deposit.

Final Payment: Long Duration Trips (4 Days or above)

The balance 50% payment to be made at least 15days in advance of the date of departure OR on or before the date mentioned in the communication, whichever is earlier, failing which the booking will be considered cancelled unless indicated to OAPL by the participant in writing and OAPL has agreed to the same. In such cases, cancellation charges will be applicable as per section 5c below.

If booking is made 15 days or less prior to departure, full payment is due. The client may be required to pay additional charges for booking on short notice towards inconveniences for acquiring services and permits.

Acceptance of the Client's booking must be confirmed in writing or by email by the Company. The final invoice will be provided to the Client for the trip after the receipt of final payment only.

Final Payment: Short Duration Trips (Less than 4 Days)

For Short Duration trips balance 50% payment must be provided latest on the day of departure prior to planned commencement of trip failing which booking confirmation will be treated as cancelled and entire original deposit or amount paid as advance stands forfeited by the Client.

5b. GENERAL

All payments must be made in Cash / Cheque / Demand Draft or by Electronic Transfer
Cheques / Demand Draft should be drawn in favour of "ODATI ADVENTURES PVT LTD".

Account Name	Odati Adventures Pvt. Ltd.	Account Type	Current
Bank Name	HDFC Bank Ltd.	RTGS/NEFT IFSC	HDFC0001799
Branch	Jogeshwari – Vikhroli Link Rd	Email	jayeshm@hotmail.com
Account No.	17992020000046	SWIFT CODE	HDFCINBB

5c. CANCELLATIONS

WHEN WE CANCEL

The Company reserves the right to cancel a confirmed booking. We shall not cancel your confirmed "Long Duration" trip less than 30 days before departure unless we are forced to do so as a result of unusual and unforeseeable conditions beyond our control, the consequences of which we could not have avoided even with all due care. All "Short Duration" activities will be subject to cancellation if the minimum seat requirement is not filled up. If we cancel your trip (except where you have failed to make payment or as a result of force majeure) we shall offer you the option of purchasing an alternative trip from us of a similar standard to that originally booked, if available. If the chosen alternative is less expensive than your original trip, we shall refund the difference but if it is more expensive, we shall ask you to pay the difference. Alternatively, you are entitled to a refund of all monies you have paid to us save that paid for permits (if applicable) which can only be refunded if the refund has been made available to us. Except where we cancel for reasons other than those mentioned in this section, we shall have no additional charge to you. We are sorry we cannot pay any expenses and losses incurred as a result of any cancellation.

Where a significant element of the trip cannot be provided, we 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, we may provide the Client a refund of unused trip portions. Where a significant alteration of planned activity 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.

WHEN YOU CANCEL

In-case you wish to cancel your confirmed "Long Duration" trip with us, then cancellation charges will be applicable as per following schedule:

Cancellation Period	Charges Per Head
Less than 14 Days	100% of the trip price
14-29 Days	75% of the trip price
30-45 Days	50% of the trip price
More than 45 Days	25% of the trip price

We reserve the right to waive the above charges on a case-to-case basis for reasonable reason.

In-case you wish to cancel your "Short Duration" trip due to any personal reasons, your initial 50% Advance with us is forfeited by you. Further, the Client name will be recorded in our list of "Cancelling" members. If the name repeats in the "Cancelling" member list for the 3rd time, we reserve the right to seek 100% deposit with such clients for confirming any further bookings made.

5d. 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.

5e. PRICES AND SURCHARGES

No price increases will be made to a booking 30 days or less before departure. The Company reserves the right to impose surcharges (price increases) up to 30 days before departure due to unfavourable changes in exchange rates, increases in air fares or other transportation/fuel costs, increases in local operator costs, taxes, or if government action should require us to do so. The Company will absorb 2% of any such surcharge on the trip price. If the surcharge/price increase is for more than 2%, then the whole increase will be charged. If any surcharge results in an increase of more than 10% of the trip cost, the Client may cancel the booking within 14 days of notification of the surcharge and obtain a full refund of all monies paid (excluding the 10% non-refundable deposit). Cancellation requests must be received in writing or by email.

6. BROCHURE AND WEBSITE VALIDITY

An OAPL trip price in this brochure and on the website are based on rates and costs in effect at time of printing the brochure or posting on the website. The Company reserves the right to alter prices. For trips departing between 1st April 2023 and 31st March 2024 – the trip price is guaranteed when paid in full, subject to any potential surcharges as stipulated in section 5e above. Beyond 31st March 2024 dates, itineraries and prices are indicative only.

7. FLEXIBILITY

The Client appreciates and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. The itinerary provided for each trip is merely representative of the types of activities contemplated and the Company is under no contractual obligation to strictly follow it. 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.

8. AUTHORITY ON TRIP

Every trip will be guided by experienced guide(s) and at all times the decision of the Company's trip leader or representative will be final and binding on all matters likely to endanger the safety and well-being of the tour. By booking with the Company, the Client agrees to abide by the authority of the trip leader or Company representative. The Client must at all times strictly comply with the laws, foreign exchange, prohibition, drug regulations and local customs of all countries/regions 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 OAPL at the time of booking. Should the Client fail to comply with the above or commit any illegal act when on the trip or, if in the opinion of the trip 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. In case the participant declines to abide by the trip leader's decision, the Client will himself /herself be responsible for his/her well-being.

9. CHANGES

9a. 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. When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid (excluding the 10% non-refundable deposit, Trip Cancellation of flights if any through OAPL/ Permit charges already paid) or accepting any alternative trip offered by the Company. The definition of a major change is deemed to be a change affecting at least one in three full trip 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 trip 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 trip Leader and any direct or indirect cost incurred as a result will be the responsibility of the Client.

9b. CHANGES MADE BY THE CLIENT

It is the endeavour of the Company to make the trip as comfortable as possible. For Clients seeking last minute changes and additions on-site based on individual preferences, if possible, it may be done after consultation with the trip leader at an extra cost that will be borne directly by the client. The decision of the trip leader in this regard must be treated as final. The company is not liable to provide any refund provided for the service unused as a result.

In case any client(s) decides to withdraw his/her/their participation for the trip as per itinerary after departure of the trip, the decision to strictly follow the itinerary will lie with the trip leader in consultation with the remaining members of the group. A last-minute change of venue and itinerary for the entire group in such circumstance can be made possible only when every participating member is agreeable and the trip leader explicitly expresses confidence for leading the group to the revised venue. Clients who have opted out of the trip in such case will themselves be responsible for their accommodation and return trip. OAPL will in no case be responsible for any provisions and/or conveniences in case of abandonment of the activity by participants.

9c. TRANSFER TO ANOTHER TRIP (BY CLIENT)

A transfer from one trip to another can only be made more than 30 days, (60 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 30 days, (60 days for Expedition Trips) before departure will not normally 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.

10. INSURANCE:

It is the Clients' responsibility to obtain travel insurance with a minimum medical coverage of Rs.200,000/- while travelling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses and evacuation 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 vessel, 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, home-stays, vessels, expedition vehicles, or any other mode of transportation. While the Company does not offer any insurance facility at present, on later dates when the Client has obtained travel insurance through the Company, the Client acknowledges that he or she is satisfied with the levels of insurance arranged by the Company. The Client acknowledges that the cost of the trip does not include insurance and that the Client is required to obtain separate coverage at an additional cost. The Client must ensure the insurer is aware of the type of travel to be undertaken.

11. STANDARDS ON TOUR

The Client acknowledges the quality of the products and services, including accommodations, transport and all other services related to the trip that are organized by the Company or its representatives are likely to be different in standard to what the Client may reasonably expect at home or while on conventional tours. Further, the Client understands, appreciates and accepts any variance in quality or level of service as a part of the adventure travel experience. All arrangements made by the Company are done so with best of intentions to match any description provided, however, the Client reasonably allows for local conditions to influence products and services.

12. SUPPLIERS CONDITIONS

Airlines, railways, bus coaches, taxi services (either private or public), shipping companies and other suppliers have their own booking conditions or conditions of carriage and the Client will be bound by these as far as the relevant transport provider or supplier is concerned. Some of these conditions may limit or exclude liability on the part of the relevant transport provider or other supplier and they are often also subject to various international conventions. Where relevant, copies of such conditions may be available for inspection at the Company's offices, or at the offices of the relevant supplier. The Company's liability will be limited to and shall not exceed that of its suppliers. The Client is prohibited from making a double recovery by making the same claims and seeking the same recovery against the Company and its suppliers.

13. LOCAL CONDITIONS

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.

Odati Adventures Pvt. Ltd. will not be responsible for any damage/s caused to the environment/property by any client (s). Fines/penalties levied by local authority, forest department or any other party, private or public, on any client(s), towards any incidence, deemed illegal or damaging will be borne by that/those client(s) respectively.

14. 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, terrorist activities or threat thereof, civil commotions, labour difficulties - whether or not Company is a party thereto, 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 Company.

15. OPTIONAL EXTRAS

Optional extras do not form part of the trip or contract. It is understood and accepted by the Client that any assistance given by the trip 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 may include rafting, bicycling, camping, camel rides, horseback riding, sightseeing flights and other extras that are not included in the trip price.

16. ERRORS AND OMISSIONS

Although the Company has made a concerted attempt to verify the accuracy of statements made herein and the Company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in this brochure or on the website.

17. 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 carriers to enable the operation of the services requested. The Company will do all reasonably possible in endeavouring to protect personal information.

18. HANDLING GEAR AND EQUIPMENT

The company at various times will be handing you gear and equipment towards fulfilment of the trip. Kindly handle the gear with care. Deposits and charges may be collected separately towards use or hire of such equipment. The client is liable to pay charges or forfeit deposits towards damage of such equipment belonging to the Company or its agents.

19. CLAIMS

All claims and disputes shall be dealt with under the appropriate legal authorities within the jurisdiction of Mumbai - India.