

**Dear Traveler,**

Thank you for your interest in traveling with us.

Before you proceed to sign up and travel with us I think it is important for you to know us and why are we doing this?

Do not be surprised if I tell you that Rustik Travel is strictly not a travel agency or a tour company.

Our eventual objective is to create sustainability engaging the local community.

And this we are trying to achieve through experiential travel.

Sustainable Experiential Travel, in short.

**Sustainable**, in terms of creating livelihoods, protecting environment and preserving culture.

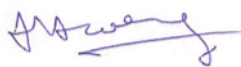
**Experiential**, because we believe that it is the experience that will stay with you always in the form of memories more precious than tangible things and material wealth.

**Travel**, because you as a responsible traveler (and not as a tourist) can make this happen while interacting with the locals, respecting the local culture and environment, spreading the word and directly participating in the economic development of the place by just traveling there.

So, if you are a responsible traveler (and not a tourist) who agrees with our philosophy, we welcome you whole-heartedly.

Happy travels! ☺

Warm Regards,



**Hemant Soreng**

Founder, Rustik Travel Ventures

## **TERMS AND CONDITIONS**

These terms and conditions for experiences, trips and tours by Rustik Travel Ventures Private Limited (hereafter referred to as “Rustik Travel”) should be read, understood and agreed by the participant (“you”) before proceeding to book the trip or tour and travel with Rustik Travel.

### **1) PAYMENT:**

For booking a place in one of our fixed departures or to book a custom departure, we require a 50% deposit of the total cost of your trip or tour or a mutually agreed amount to be transferred into our company current account and the outstanding amount needs to be paid to us prior to departure or latest on the day you meet us for the trip or tour departure.

The account details would be given to you during our email correspondence.

We cannot confirm any bookings in either our fixed departure or on a custom trip or tour unless we have received the amount.

### **2) SERVICE TAX, GST AND INSURANCE:**

A service tax or GST is applicable on the total cost of the trip or tour and needs to be paid in addition to the total cost. We do not include medical insurance in the cost but we advice you to get medical insurance prior to departing for a trip or tour.

### **3) CANCELLATION:**

If it becomes necessary for you to cancel your trip or tour booking, please send intimation in writing by email to [experiencelife@rustiktravel.com](mailto:experiencelife@rustiktravel.com). Once we receive your intimation, we will cancel your booking. Any refund made will be after deducting a minimal processing charge and any booking charges already made towards hotel, transport, staff that is not refundable. Following would be the refund disbursement policy for the amount paid before the trip departure date, if the cancellation is done:

More than 120 days: 100% refund

Between 90 to 119 days: 75% refund

Between 60 to 89 days: 50% refund

Between 30 to 59 days: 25% refund

Less than 30 days: No refund

Please note that in some cases the cancellation policy will be different and will be communicated upfront esp. for tours. In that case, the above will not hold.

#### **4) EXCLUSIONS FROM EXPERIENCE/TRIP/TOUR PRICING:**

The following items are excluded from the experience price (unless specified):

- Visa, passport and vaccination charges;
- Extra meals not included in the itinerary;
- Laundry, postage, personal clothing, medical expenses, personal travel insurance and items of a personal nature;
- Emergency evacuation charges, tips etc;

Additional costs incurred due to delay/ cancellation/change in itinerary that become necessary due to due to inclement weather, snow and ice conditions, political restrictions Force majeure conditions or any other cause.

#### **5) DELAY, CANCELLATION OR CHANGE OF ITINERARY:**

Rustik Travel reserves the right to cancel any trip or tour prior to departure (including, but not limited to, by reason of too few people booking on any tour) in which case participants will be given a refund in full. However, you will not be entitled to make any further claim for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airport and airline taxes).

#### **6) ROUTE CHANGES/POSTPONEMENT OR DELAY:**

Rustik Travel may for any reason change the date of departure or conclusion of the trip or tour, or it is possible that a route change, postponement or delay (either in

relation to departure or to the duration of the expedition) may become necessary due to inclement weather, snow and ice conditions, political restrictions, Force majeure conditions or any other unforeseeable circumstances related to the trip or tour and the destination. In the event of a change, postponement or delay, participants have no right to refund of the tour price (in whole or in part) or other compensation for any injury, loss or damage.

#### **7) NON-COMPLETION OF TRIP OR TOUR:**

It may happen that the participant(s) who have started on a trip or tour are not able to complete it due to personal reasons, bad health, weather, bandhs, strikes, flight delays/cancellations, non-availability of accommodation or any other unforeseeable reason related to the trip or tour and the destination. In such cases, no refunds will be given to the participant.

#### **8) TRIP OR TOUR LEADER/GUIDE:**

Our trip or tour leaders/guides are well trained; they know the surroundings well and take your safety and well being very seriously. Any decision they take regarding asking a member to not proceed to a higher camp or return to a lower camp (in case of treks) will be taken keeping your safety in mind looking at your fitness level/ ability to adapt to the altitude.

Any such decision shall be binding and must be respected by the participants and the participants cannot ask for a refund for any such decision. No refunds will be given in such cases.

#### **9) ACCOMMODATION AND ACTIVITIES:**

Rustik Travel focuses on experiential travel. Booking accommodation esp. hotel room is not an experience. However, we will do it only if you want us to. We could recommend a few hotels/accommodation options but please do your research before approving it. We would rather solve local issues through experiential travel rather than solving issues of your hotel room for which we would have limited control and influence. Therefore, please read this section before taking any decision.

##### **a. Accommodation classifications**

The number of stars attributed to the hotels and other providers of accommodations may vary from place to place. Rustik Travel makes no guarantee about the suitability or availability of accommodations (unless it is part of the package), and if the particular accommodations sought are unavailable, we will do our best to reserve comparable accommodations. You would bear any additional costs, i.e. upgrades, etc. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases we will inform you as soon as we are aware of this necessity.

b. Taking possession of and vacating your room

Policies regarding taking possession of and vacating rooms often vary by hotel and/or location, so it is your responsibility to check with the hotel ahead of time to verify the relevant policies and times. Rustik Travel is not responsible for any charges and damages resulting from your failure to timely take possession or vacate your room.

c. Types of room

Room classifications and amenities may vary by hotel and/or location, so it is your responsibility to check with the hotel ahead of time to verify the specific amenities offered at the time of your stay. Rustik Travel makes no guarantee that its descriptions and photographs are an exact representation of the particular rooms offered.

d. Meals

These depend on the meal plan chosen/ applicable. It is necessary to comply with the rules with regard to the opening hours of the restaurant(s) or bar(s), and the places designated for the consumption of meals and drinks. The food supply and quality often vary by hotel. Rustik Travel is not responsible for any charges and damages resulting due to intake of poor quality food or less quantity served.

e. Activities offered during your stay

It may happen that certain activities referred to in the itinerary vary in frequency depending on climatic conditions, in the event of force majeure, during tourist off-season, or when the minimum number of participants required for providing a given activity is not reached or some of the facilities (restaurant, swimming pool, etc.) or sightseeing spots may be closed, or maintenance work may be in progress. Rustik Travel is not liable for activities unavailable due to any of the reasons listed above.

#### **10) CONTROLLING LAW AND JURISDICTION:**

These Terms will be interpreted in accordance with the laws of Bengaluru Jurisdiction, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Bengaluru, India for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

#### **11) RESPONSIBILITY/LIABILITY:**

By agreeing to the Terms and Conditions you agree to waive any and all claims you may now and in the future have against, and release from all liability and agree not to sue Rustik Travel and its officers, employees, guides, agents or representatives (collectively its staff) or the licensor for any personal injury, illness, death, property damage, or loss sustained by you as a result of your participation in an adventure trip or tour with them, due to any cause whatsoever, including without any limitation, negligence on the part of Rustik Travel, its staff, partners and licensor.

You are aware that some of the trips or tours, in addition to the usual dangers and risks inherent, have certain additional dangers and risks, some of which may include:

Physical exertion for which you may not be prepared; weather extremes subject to sudden and unexpected change; remoteness from normal medical services; evacuation difficulties if you are disabled.

You accept all the inherent risks of the proposed adventure trip or tour and the possibility of personal injury, death or property damage or loss resulting there from.

You acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and the activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for your participation. You agree that if you suffer injury or illness Rustik Travel, can, at your cost, arrange medical treatment and emergency evacuation service, as they deem essential for my safety.

In entering into this Agreement, you are not relying on any oral, written nor visual representations or statements by Rustik Travel or its staff or any other inducement or coercion to go on an adventure trip or tour, hence, only of your own free will.

Rustik Travel will have no liability for any personal injury or death; lost, stolen, damaged or destroyed property; or other liability arising out of or in connection with the use and operation of the activity; or an incident or accident which is due to a lack of vigilance on your part and all actions or events occurring prior to, during, at or after, the activity.

You confirm that you have read and understood the terms and conditions of contract and this Agreement prior to going on a trip or tour with us and agree that this Agreement will be binding upon your heirs, next of kin, executors, administrators and successors.

**EXPERIENCE/TRIP/TOUR NAME:**

**START DATE:**

**END DATE:**

**NAME AND SIGNATURE:**

**ADDRESS AND PHONE NO.:**

(In case of a minor, the guardian should sign)

**PLACE:**

**DATE:**