



Booking conditions

Please take the time to read and understand the conditions of booking set out below prior to booking a tourney with Wheellife Travel India Pvt. Ltd. We strongly recommend that you read the “About US” and “JOURNEY specific Information and Detailed Itinerary”, pertaining to the journey you want to book prior to booking to ensure that you understand the itinerary and style of the JOURNEY you are undertaking.

1. The contract between you and us

all bookings are made with Wheellife Travel India PVT LTD. Bangalore, India (us/we). By booking a JOURNEY with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Dates, itineraries and prices are valid from 1st June 2010 until 31st October 2010. Beyond 31st October 2010 dates, itineraries and prices are indicative only.

3. Deposit requirement

you are required to pay a non-refundable deposit for your booking to be confirmed (please note that special deposit requirements apply for some JOURNEYS). If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking.

4. Acceptance and Confirmation of booking-final payments

Acceptance of your booking will be confirmed by us in writing. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the JOURNEY price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled. In addition to the JOURNEY price you may also be required to pay a kitty as specified for the JOURNEY you are taking.

5. Overland kitty

On some Overland JOURNEYS you are required to contribute to a Kitty. The Kitty is a compulsory on-ground payment put into a central fund and overseen by the travelers and the crew. It helps fund accommodation, camp meals and some included activities. A full description of what the Kitty includes is in the “JOURNEY specific Information and Detailed Itinerary”. Kitty amounts are subject to change so please check our website for the up-to-date amount 48 hours prior to your JOURNEY commencement.

6. Your details

In order for us to confirm your travel arrangements you must provide all requested details with



the balance of the JOURNEY price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. If you are 70 years of age or over we also require you to complete and forward a Self-Assessment form. Your booking cannot be confirmed without provision of these details.

7. Late bookings

For any bookings or additional services accepted within 15 days of departure we reserve the right to charge a sum of Rs.1000 as late fee to cover our additional administration costs.

8. Cancellation by the traveler (you)

If you cancel a JOURNEY after making a booking you will lose some or all of the money you have paid for the JOURNEY. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a JOURNEY:

- 60 days or more prior to departure, we will retain the deposit;
- between 30 and 59 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- Less than 30 days prior to departure, we will retain 100% paid by you in connection with the booking.

Different fees may apply to airline tickets depending on the carrier being used. **You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation penalties in certain circumstances.** If you leave a JOURNEY for any reason after it has commenced we are not obliged to make any refunds for unused services.

9. Cancellation by Us (WheelLife Travel India Pvt. Ltd.)

We may cancel a JOURNEY at any time up to 30 days before departure, subject to clause 15. We may cancel a JOURNEY at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel a JOURNEY you may choose between us applying the amounts paid toward an alternative JOURNEY or receiving a full refund. We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations or non-refundable flights.

10. Booking amendments

If you wish to transfer from one JOURNEY to another or transfer your booking to a third party you must notify us at least 30 days prior to the proposed departure date. The change may be possible subject to availability (a fee of Rs.1500 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 30 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers



to a third party are only permitted where the transfer fee meets all the requirements in relation to the JOURNEY, and transfers to another departure can only be made to a departure within the current validity period. Amendments to any other arrangements made in conjunction with your JOURNEY will incur an Rs.1000 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 15 days of departure.

11. Inclusions

The land price of your JOURNEY includes:

- all accommodation as listed in the “JOURNEY Specific Information and Detailed Itinerary”
- all transport listed in the “JOURNEY Specific Information and Detailed Itinerary”
- sightseeing and meals as listed in the “JOURNEY Specific Information and Detailed Itinerary”
- the services of a group leader as described in the “JOURNEY Specific Information and Detailed Itinerary”

12. Exclusions

The land price of your JOURNEY does not include:

- international or internal flights unless specified
- kitty as specified in the “JOURNEY Specific Information and Detailed Itinerary”
- airport transfers, taxes (unless specified) and excess baggage charges
- meals and drinks other than those specified in the “JOURNEY Specific Information and Detailed Itinerary”
- Visa and passport fees , unless specified
- Travel insurance
- Optional activities and sightseeing and all personal expenses

13. Prices & surcharges

Our JOURNEY prices are based on currency exchange rates as at June 01, 2010. We reserve the right to impose surcharges up to 30 days before departure due to unfavorable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the first 2% of the additional costs and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the JOURNEY price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full.



14. Age

Minimum: General Policy: For the majority of our JOURNEYS the minimum age for children is 12. All travelers under the age of 18 must be accompanied by an adult who is responsible for the child's day to day care. Please note we cannot guarantee adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis. Variations: A minimum age of 18 applies to many of our journeys, please read the "JOURNEY specific Information and Detailed Itinerary" before you decide your journey. While a minimum age of 6 applies to our Family JOURNEYS.

Maximum: General Policy: For the majority of our JOURNEYS we have no upper age limit though we remind you that our JOURNEYS can be physically demanding and a Self-Assessment form is required for all passengers 70 years and over. Variations: On many our journeys a maximum age applies. Please read the "JOURNEY specific Information And Detailed Itinerary" before you decide your journey .

15. Small groups & combination journeys

Our JOURNEYS are guaranteed to depart once they have fulfilled the minimum passenger requirement as stated in the Specific Journey Itinerary; this means at times we can have very small groups. Many of our JOURNEYS are designed to fit with other departures to create a longer "combination" JOURNEY; this means that some of your group may have already been travelling together for some weeks when you commence your JOURNEY. If you would like to know how many people are booked on your JOURNEY or any combination JOURNE Y, please ask prior to making your booking.

16. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your JOURNEY. Your passport must be valid for 6 months beyond the duration of the JOURNEY. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your JOURNEY; please refer to the "JOURNEY specific Information and Detailed Itinerary". We are not responsible if you are refused entry to a country because you lack of the correct passport, visa or other travel documentation.

17. Travel insurance

Travel insurance is compulsory for all international travels and adventure JOURNEYS and should be taken out at the time of booking. At a minimum your travel insurance must provide cover against personal accident, death, medical expenses, emergency repatriation and personal liability, with a minimum coverage of Rs.200,000. **We also strongly recommend it covers cancellation, curtailment and loss of luggage and personal effects.** You must provide proof of your travel insurance on the first day of your JOURNEY; you will not be able to join the JOURNEY without



it. If you obtain travel insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

18. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each JOURNEY is representative of the types of activities contemplated, but 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.

19. Change of itinerary

While we endeavor to operate all JOURNEYS as described we reserve the right to change the JOURNEY itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the JOURNEY only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you: please refer to the “JOURNEY specific Information and Detailed Itinerary” of your JOURNEY for details of Emergency Funds which you agree to carry, to be used in such instances.

Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

20. Authority on tour

Our group JOURNEYS are run by a WheelLife Group Leader. The decision of the Group Leader is final on all matters likely to affect the safety or well-being of any person participating in the JOURNEY. If you fail to comply with a decision made by a group leader, or interfere with the well-being of the group, the group leader may order you to leave the JOURNEY immediately, with no right of refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

21. Acceptance of risk

You acknowledge that the nature of the JOURNEY is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives.



We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

22. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our JOURNEYS as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a JOURNEY, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a JOURNEY; and
- Any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion):

- (i) the provision of a similar JOURNEY to an equivalent value; or
- (ii) a refund of the total amount received by us from you in connection with your booking. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

23. Optional activities

Optional activities not included in the JOURNEY price do not form part of the JOURNEY or this contract. You accept that any assistance given by your tour leader or local representative in arranging optional activities does not render us liable for them.

24. Errors & omissions

Although we have made a concerted attempt to verify the accuracy of statements made in our JOURNEY documentation including brochure, website and “JOURNEY specific Information And Detailed Itinerary” we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.



25. Claims & complaints

If you have a complaint about your JOURNEY please inform your tour leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

26. Severability

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

27. Photos and marketing

You consent to us using images of you taken during the JOURNEY for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

28. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a JOURNEY or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the JOURNEY. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

29. Consumer protection

All money received as payment for your holidays is immediately deposited in our company account, which is subject to audit, by different tax authorities & laws of India. So you can relax and enjoy your holiday as your money is safeguarded.

30. Applicable law

The laws of the Bangalore, India govern these Booking Conditions and any disputes in connection with a JOURNEY or these Booking Conditions must be initiated in the courts of Bangalore City, State of Karnataka, India

31. Registered address

No.20, Krishnamurthy Layout,
Doddabommasandra,
Vidyaranyaपुरa,
Bangalore – 560097,
Karnataka, India.

