

MASTER TERMS & CONDITIONS

FOR THE BRAHMANIC TRAILSS AND USERS

PART I

APPLICABILITY, ATTACHMENT & INTERPRETATIVE SUPREMACY

1. LEGAL NATURE, APPLICABILITY & ATTACHMENT

- 1.1. These Terms and Conditions (“*Master Terms & Conditions*”, “*Terms*”, “*Agreement*”) constitute the sole, final, binding and authoritative governing instrument regulating the legal relationship between Brahmanic Trailss, including its proprietors, partners, directors, officers, employees, trip captains, coordinators, representatives, affiliates and authorised agents (hereinafter collectively referred to as the “Company”), and any individual or entity accessing, booking, intending to book, participating in, or otherwise availing any tour, expedition, activity, service or arrangement offered, organised or facilitated by the Company (hereinafter referred to as the “Traveller”).
- 1.2. These Terms shall attach, apply and become enforceable upon the occurrence of any one or more of the following events, whichever is earliest in point of time:
 - 1.2.1. payment of any amount, whether partial or full, towards any tour package or service;
 - 1.2.2. confirmation of participation through written, electronic, digital or oral communication, including but not limited to WhatsApp messages, emails, call recordings or acknowledgements;
 - 1.2.3. submission of traveller details, documents or information pursuant to communication of itinerary or package details;
 - 1.2.4. joining of any official communication group, including but not limited to WhatsApp or other digital platforms, created for the purposes of the trip;

- 1.2.5. execution or acceptance of any consent form, declaration, waiver, medical certificate or acknowledgement; or
 - 1.2.6. actual participation in, or commencement of travel towards, any part of the itinerary.
- 1.3. These Terms shall remain operative throughout the entire duration of the tour package as per the itinerary (including any modification, alteration, substitution or shortening thereof as determined by the Company), and shall be deemed to have stood fully performed and completed upon the earliest occurrence of:
- 1.3.1. completion of the itinerary;
 - 1.3.2. voluntary withdrawal or abandonment by the Traveller;
 - 1.3.3. termination of participation by the Company;
 - 1.3.4. failure of the Traveller to report, arrive, join or continue with the group; or
 - 1.3.5. any circumstance whereby the Traveller, by act, omission, delay or conduct, renders himself/herself unable to participate further.
- 1.4. For the avoidance of doubt, it is hereby clarified that completion of the tour shall include not only actual completion, but also deemed completion, including cases of partial participation, delayed arrival, no-show, voluntary exit, denial of continuation or abandonment, and in all such cases the Traveller shall be deemed to have availed, consumed and completed the services for all legal, contractual and liability-related purposes.
- 1.5. Notwithstanding such completion or deemed completion, all clauses which by their nature, intent or implication are required to survive, including but not limited to clauses relating to assumption of risk, limitation of liability, indemnity, conduct, dispute resolution, governing law, intellectual property, documentation, waiver and finality, shall survive perpetually and shall remain enforceable against the Traveller without limitation.

2. DEFINITIONS, INTERPRETATION & CONSTRUCTION

- 2.1. In these Terms, unless the context otherwise requires:

- 2.1.1. “Itinerary” shall mean the proposed sequence of destinations, activities, contact points, accommodations and services communicated by the Company, which shall be indicative, dynamic and subject to change.
 - 2.1.2. “Services” shall mean the organisation and facilitation of adventure, experiential and travel-related activities strictly within the scope expressly undertaken by the Company.
 - 2.1.3. “Inclusions” and “Exclusions” shall mean those services expressly stated as included or excluded in the itinerary or booking communication, subject always to real-time availability.
 - 2.1.4. “Third-Party Service Providers” shall include hotels, guest houses, tent operators, transporters, vehicle rental agencies, guides, mechanics, local operators and any other independent entities not owned or controlled by the Company.
 - 2.1.5. “Force Majeure” shall include any event beyond reasonable control, including natural calamities, weather conditions, landslides, road blockages, political unrest, pandemics, government restrictions, permit issues or safety exigencies.
- 2.2. Headings and clause numbers are inserted for convenience of reference only and shall not affect the interpretation or construction of these Terms.
 - 2.3. Words importing the singular shall include the plural and vice versa; words importing one gender shall include all genders; references to persons shall include individuals, groups and entities.
 - 2.4. Any ambiguity or doubt arising out of interpretation shall be construed in a manner most consistent with the operational realities of adventure travel, and the Company’s reasonable interpretation, made in good faith, shall prevail.

PART II

CONTRACT FORMATION & STRUCTURAL EXCLUSIONS

3. FORMATION OF CONTRACT & MODES OF ACCEPTANCE

- 3.1. The Traveller expressly acknowledges that the contract between the Company

and the Traveller is not confined to website-based bookings and may be formed through multiple modes of communication and conduct.

- 3.2. Acceptance of these Terms shall be deemed to have occurred upon any act or conduct evidencing intent to participate, including but not limited to confirmation messages, payment, sharing of documents, joining communication groups or commencing travel.
- 3.3. All communications exchanged through WhatsApp, email, SMS, social media platforms, call recordings and digital acknowledgements shall constitute valid, binding and admissible evidence of contractual acceptance.
- 3.4. Any promotional material, website content, social media posts or representations are illustrative in nature and shall not override the final itinerary, exclusions or policies communicated at the time of booking.

4. SCOPE OF SERVICES & EXPRESS EXCLUSIONS

- 4.1. The scope of the Company's Services is strictly limited to the organisation and facilitation of the tour package only from the first designated contact point specified in the itinerary until the final designated contact/drop point, as may be modified by the Company.
- 4.2. The Company does not undertake, provide or facilitate, whether directly or indirectly, the booking or arrangement of:
 - 4.2.1. flight tickets;
 - 4.2.2. visas, passports or immigration approvals;
 - 4.2.3. permits or authorisations beyond those expressly mentioned in the itinerary;
 - 4.2.4. pre-trip or post-trip accommodation, extensions or personal arrangements.
- 4.3. Any assistance, information or suggestion provided by the Company in relation to matters falling outside the scope of Services shall be deemed to be purely suggestive, without assumption of responsibility, facilitation or liability, and shall not give rise to any claim of deficiency in service.
- 4.4. The Traveller acknowledges that all arrangements outside the defined scope

are undertaken entirely at the Traveller's own risk, cost and discretion, and the Company shall not be responsible in any manner whatsoever.

PART III

RIGHTS & OBLIGATIONS MATRIX

5. RIGHTS, DUTIES & AFFIRMATIONS OF THE TRAVELLER

5.1. The Traveller hereby affirms, declares and undertakes that he/she:

- 5.1.1. possesses the physical, mental and emotional capacity required for the tour;
- 5.1.2. has independently assessed the risks involved;
- 5.1.3. has disclosed all material information truthfully;
- 5.1.4. shall comply with instructions issued by the Company or trip leaders;
- 5.1.5. shall carry all items mentioned in the checklist and personal essentials;
- 5.1.6. shall conduct himself/herself in a lawful, respectful and disciplined manner.

5.2. The Traveller accepts that failure to adhere to the above duties may result in denial of participation, termination of the tour, or other consequences without refund or compensation.

6. RIGHTS, POWERS & DISCRETIONS OF THE COMPANY

6.1. The Company shall retain absolute discretion to take decisions in the interest of safety, operational feasibility, group welfare and logistical constraints.

6.2. Without prejudice to the generality of the foregoing, the Company may:

- 6.2.1. modify, alter or cancel any part of the itinerary;
- 6.2.2. deny or discontinue participation of any Traveller;
- 6.2.3. impose additional conditions for safety or compliance;
- 6.2.4. take disciplinary action, including termination.

6.3. Decisions taken by the Company in good faith shall be final and binding and

shall not give rise to any claim of arbitrariness, deficiency or negligence.

6.4. Nothing contained herein shall be construed as creating any fiduciary, agency or partnership relationship between the Company and the Traveller.

PART IV

PERFORMANCE OF THE TOUR & DEEMING MECHANISMS

7. ITINERARY GOVERNANCE, DYNAMIC MODIFICATION & SAFETY OVERRIDE

7.1. The Traveller expressly acknowledges that the itinerary communicated by the Company represents a proposed and anticipated framework for the tour and not a fixed or immutable schedule of services, destinations, viewpoints, activities or experiences.

7.2. The availability, accessibility, sequence and continuity of any part of the itinerary shall remain subject at all times to prevailing real-time circumstances, including but not limited to:

7.2.1. weather conditions;

7.2.2. road, terrain and traffic situations;

7.2.3. landslides, blockages or natural impediments;

7.2.4. permit, border or regulatory constraints;

7.2.5. health, fitness or safety of any Traveller or the group;

7.2.6. availability of third-party services; and

7.2.7. any exigency requiring operational or safety-based intervention.

7.3. The Company shall retain the absolute and overriding right to modify, substitute, alter, re-route, shorten, postpone, suspend or cancel any portion of the itinerary, whether prior to commencement or during the course of the tour, if such action is deemed necessary or desirable in the interest of safety, group welfare, logistical feasibility or regulatory compliance.

7.4. Any decision taken by the Company or its trip captains in exercise of such safety override shall be final, binding and non-contestable, and shall not constitute deficiency in service, breach of contract or negligence under any

law.

- 7.5. The non-availability, omission, cancellation or substitution of any destination, viewpoint, activity or experience shall not entitle the Traveller to any refund, compensation, rebate or claim, irrespective of whether such element was highlighted, advertised or anticipated.
- 7.6. The Traveller agrees that continued participation in the tour following any modification of the itinerary shall be deemed to constitute unconditional acceptance of such modification and waiver of all objections, claims or demands arising therefrom.

8. REPORTING, DELAY, NO-SHOW & DEEMED COMPLETION

- 8.1. The itinerary shall specify one or more designated contact points and reporting times from which the tour shall commence.
- 8.2. The Traveller shall be solely responsible for ensuring timely arrival at the designated contact point. A maximum grace period of two (2) hours may be extended at the sole discretion of the Company, without any obligation to wait for or accommodate delayed Travellers.
- 8.3. In the event a Traveller fails to arrive within the permitted time window:
 - 8.3.1. the group shall not be delayed or held back;
 - 8.3.2. the Traveller shall be required to independently coordinate with the trip captain;
 - 8.3.3. the Traveller shall arrange, at his/her own cost and risk, transportation to any subsequent contact point, if feasible.
- 8.4. Failure of the Traveller to join the group at the initial or any subsequent contact point shall be treated as a no-show, resulting in automatic forfeiture of the booking without any refund or compensation.
- 8.5. Partial participation, delayed joining, early exit, voluntary withdrawal, inability to continue due to personal reasons, discomfort, skill mismatch or fitness issues shall, in all cases, be treated as deemed completion of the tour for all contractual, financial and legal purposes.
- 8.6. Upon deemed completion, the Traveller shall be conclusively presumed to

have:

- 8.6.1. availed and consumed the Services;
- 8.6.2. waived all claims relating to inclusions, exclusions or itinerary; and
- 8.6.3. discharged the Company from all further obligations, save those which survive expressly.

PART V

LOGISTICS, BURDEN & SELF-RESPONSIBILITY

9. BAGGAGE, EQUIPMENT & PHYSICAL BURDEN ALLOCATION

- 9.1. Due to the nature of adventure travel and limited carrying capacity of vehicles, animals or support infrastructure, strict baggage limits shall apply and shall be communicated prior to or at the commencement of the tour.
- 9.2. The Traveller acknowledges and agrees that:
 - 9.2.1. carriage, handling and protection of personal luggage is the Traveller's sole responsibility;
 - 9.2.2. upon disembarkation from vehicles or during treks, the Traveller shall personally carry and manage his/her luggage;
 - 9.2.3. the Company shall not provide portage unless expressly stated.
- 9.3. In the event that excess baggage is brought by the Traveller, the Company may, in its discretion:
 - 9.3.1. levy additional charges, subject to availability of space; or
 - 9.3.2. require the Traveller to reduce, discard or make alternate arrangements for such excess baggage.
- 9.4. Notwithstanding sincere efforts, if due to extreme space constraints, safety considerations or carriage of survival necessities (including food supplies, safety equipment or group essentials), any baggage is required to be left behind, off-loaded or excluded, the Traveller whose baggage is affected shall be solely responsible for making independent arrangements.
- 9.5. The Company shall bear no responsibility whatsoever for loss, theft, damage, misplacement or deterioration of any baggage, whether carried, off-loaded, left

behind or otherwise handled, and the Traveller expressly waives all claims in this regard.

9.6. All baggage shall, at all times, remain at the Traveller's own risk, and the Company shall not act as bailee, custodian or insurer of any personal effects.

10. ACCOMMODATION, FACILITIES & NON-FACILITATION DOCTRINE

10.1. The Traveller acknowledges that accommodation provided during adventure tours may include tents, guesthouses, homestays or basic hotels, and may involve limited amenities, shared facilities or remote conditions.

10.2. The Traveller shall independently review the checklist provided by the Company and ensure possession of all personal essentials, including but not limited to warm clothing, footwear, medication, protective gear and toiletries.

10.3. Any request for early check-in, late check-out, room upgrades, accommodation extensions or additional stays shall be treated as personal requests of the Traveller.

10.4. The Company may, at its discretion, provide suggestive information only regarding availability of such facilities; however:

10.4.1. the Company shall not facilitate, negotiate or accept payments for such requests;

10.4.2. no assurance, guarantee or responsibility shall be assumed;

10.4.3. such matters shall not form part of the Services.

10.5. Any arrangement entered into by the Traveller directly with accommodation providers shall be entirely independent, and no claim of deficiency, agency or liability shall lie against the Company.

PART VI

HEALTH, RISK & ASSUMPTION ARCHITECTURE

11. MEDICAL FITNESS, DISCLOSURE & EMERGENCY CONSENT

- 11.1. The Traveller affirms that he/she is medically, physically and mentally fit to undertake the tour and shall submit all prescribed Medical Fitness Certificates, declarations and disclosures in a true and complete manner.
- 11.2. The Traveller acknowledges that adventure travel may involve:
 - 11.2.1. high altitude exposure;
 - 11.2.2. physical exertion;
 - 11.2.3. limited access to medical facilities;
 - 11.2.4. delays in evacuation or assistance.
- 11.3. The Company does not provide medical services and any assistance rendered during emergencies shall be on a best-effort basis only, subject to availability of local resources.
- 11.4. The Traveller grants irrevocable consent for emergency medical treatment, evacuation or intervention if deemed necessary, and agrees to bear all associated costs without recourse to the Company.
- 11.5. Any false, incomplete or misleading medical disclosure shall entitle the Company to immediately terminate participation without refund and to seek indemnification for all resulting consequences.

12. ASSUMPTION OF RISK & VOLUNTARY PARTICIPATION

- 12.1. The Traveller expressly acknowledges that participation in adventure travel involves inherent and unavoidable risks, including injury, illness, loss, damage or death.
- 12.2. The Traveller confirms that participation is entirely voluntary, undertaken with full awareness of such risks, and based on independent judgment.
- 12.3. All risks associated with terrain, weather, transport, accommodation, third-party services, group dynamics and personal limitations are assumed solely by the Traveller.
- 12.4. The assumption of risk shall operate irrevocably, and shall survive completion, termination, abandonment or deemed completion of the tour.

PART VII
ECONOMIC STRUCTURE, PAYMENTS & FINANCIAL RISK
ALLOCATION

13. PAYMENTS, ADVANCES & ECONOMIC RISK ASSUMPTION

- 13.1. The Traveller acknowledges that all tour packages are capacity-constrained, resource-intensive and dependent upon advance commitments made by the Company to third-party service providers.
- 13.2. Accordingly, full payment of the tour package amount shall be made strictly in advance, in accordance with the payment schedule communicated by the Company, and no booking shall be deemed confirmed unless and until such payment is received.
- 13.3. Upon confirmation of booking, the Traveller shall be deemed to have assumed all economic risks associated with the tour, including risks arising from cancellation, non-participation, delay, abandonment or deemed completion.
- 13.4. Certain components of the tour, including but not limited to accommodation advances, permits, logistics, transport mobilisation, equipment provisioning and peak-season block bookings, shall be non-refundable by nature, and the Traveller expressly agrees that no equitable, discretionary or proportional refund shall be claimed in respect thereof.
- 13.5. Any failure by the Traveller to participate fully or partially in the tour for reasons attributable to personal circumstances, fitness, discomfort, dissatisfaction, skill mismatch or change of intention shall not absolve the Traveller from the economic consequences of such non-participation.

14. CANCELLATION, MINIMUM GROUP STRENGTH & VOUCHER REGIME

- 14.1. Any request for cancellation by the Traveller must be communicated in writing and shall be effective only upon acknowledgment by the Company.

- 14.2. Cancellations made at least fifteen (15) days prior to the scheduled commencement of the itinerary may be considered for refund, subject to deduction of all costs already incurred or committed by the Company.
- 14.3. Cancellations made beyond the aforesaid period shall ordinarily result in partial or complete forfeiture of the amounts paid, having regard to the nature of advance commitments, seasonality and logistical arrangements.
- 14.4. The Company reserves the right to cancel or reschedule any tour package in the event that the minimum required group strength of ten (10) Travellers is not achieved or where operational, safety or regulatory considerations so require.
- 14.5. In such cases, the Company may, at its discretion, issue credit vouchers of appropriate value, after adjusting pro-rata costs incurred, which vouchers shall be redeemable strictly in accordance with the terms specified therein and shall not carry any cash refund entitlement.
- 14.6. The Traveller expressly agrees that issuance of vouchers constitutes full and final settlement of all claims arising from such cancellation.

PART VIII

DISCIPLINE, CRIMINALITY & ZERO-TOLERANCE REGIME

15. CONDUCT, SAFETY, NDPS, OFFENCES AGAINST WOMEN & TERMINATION

- 15.1. The Traveller shall, at all times during the tour, conduct himself/herself in a manner consistent with lawful behaviour, group discipline, cultural sensitivity and respect towards fellow Travellers, staff, locals and third parties.
- 15.2. The Company adopts a zero-tolerance policy towards any act, conduct or behaviour that:
- 15.2.1. constitutes an offence under Indian law;
 - 15.2.2. threatens the safety, dignity or well-being of any person;
 - 15.2.3. disrupts group harmony or operational continuity; or

- 15.2.4. brings disrepute to the Company or the tour.
- 15.3. Consumption, possession, distribution or facilitation of narcotic drugs, psychotropic substances or intoxicants is strictly prohibited, and any violation shall result in immediate termination of participation without refund, in addition to reporting to law enforcement authorities where required.
- 15.4. Any act amounting to, or reasonably suspected of amounting to, an offence against women, including sexual harassment, assault, intimidation or misconduct, shall be dealt with with utmost severity, including immediate removal from the tour, cooperation with investigating agencies, and complete forfeiture of all amounts paid.
- 15.5. The Company shall retain absolute discretion to issue warnings, impose conditions or terminate participation based on the nature, gravity and recurrence of any misconduct, and such decision shall be final and binding.
- 15.6. Termination under this clause shall not give rise to any refund, compensation or claim, and the Traveller shall bear all costs arising from such termination, including return arrangements, legal consequences or third-party claims.

PART IX

VEHICLES, THIRD-PARTY SERVICES & INDEMNIFICATION

16. VEHICLES, RENTALS, ACCIDENTS & DAMAGE LIABILITY

- 16.1. Any vehicle, including motorbikes, cars or other transport, provided or facilitated by the Company is arranged through independent third-party service providers, and the Company does not own, operate or control such vehicles unless expressly stated.
- 16.2. The Traveller availing any such vehicle shall:
- 16.2.1. possess a valid and effective driving licence;
 - 16.2.2. inspect the vehicle thoroughly prior to use;
 - 16.2.3. record and report any existing damage or malfunction at the time of handover.

- 16.3. Any loss, damage, breakdown, accident or penalty arising during the period of use of the vehicle, whether attributable to rash or negligent driving, misuse, intoxication, violation of law or otherwise, shall be borne solely by the Traveller in whose name the vehicle is issued.
- 16.4. The Traveller expressly acknowledges that insurance coverage, if any, may be limited to third-party risks and may not cover own-damage, and the Company shall not be liable for any denial of insurance benefits.
- 16.5. The Traveller agrees to indemnify and hold harmless the Company against all claims, losses, damages, penalties, expenses or proceedings arising out of the use, damage or operation of any vehicle facilitated under the tour.

PART X

CONTENT, INTELLECTUAL PROPERTY & INCENTIVES

17. PHOTOGRAPHY, CONTENT CREATION, COLLABORATION & REWARDS

- 17.1. The Traveller expressly acknowledges that during the course of the tour, photographs, audio-visual recordings, testimonials, interviews, reels, posts, stories or other content (“Trip Content”) may be created by the Company, its representatives, or by Travellers themselves.
- 17.2. The Traveller hereby grants the Company a perpetual, irrevocable, royalty-free, worldwide licence to capture, use, reproduce, modify, adapt, publish, display and distribute any Trip Content in which the Traveller appears, whether directly or incidentally, for promotional, branding, marketing, archival or commercial purposes, without any requirement of further consent or compensation.
- 17.3. Where a Traveller independently creates content during the tour, the Traveller agrees that:
- 17.3.1. such content may reasonably depict the Company’s branding, operations or personnel;
 - 17.3.2. the Company may engage in collaboration, co-publication or

promotional use of such content, subject to mutual acknowledgement;

17.3.3. no collaboration, reward or benefit shall arise as a matter of right.

17.4. Any reward, incentive, prize, voucher or benefit announced or contemplated by the Company in relation to content creation, challenges or promotional activities shall be entirely discretionary, conditional upon criteria determined solely by the Company, including but not limited to viewership thresholds, engagement metrics or branding value.

17.5. The Traveller expressly waives any present or future claim of ownership, moral rights, compensation or entitlement against the Company in respect of any use of Trip Content, except as may be expressly agreed in writing.

PART XI

DOCUMENTATION, DISCLOSURE & REPRESENTATION REGIME

18. DOCUMENTATION, KYC, DECLARATIONS & TRUTHFUL DISCLOSURE

18.1. The Traveller shall be required to submit, prior to or during the tour, such documentation as may be prescribed by the Company, including but not limited to:

18.1.1. valid identity and address proofs (KYC);

18.1.2. traveller/rider information forms;

18.1.3. consent and liability acknowledgements;

18.1.4. medical fitness certificates;

18.1.5. licences, permits or declarations as applicable.

18.2. All information and documentation submitted by the Traveller shall be true, accurate, complete and current, and the Company shall be entitled to rely upon the same without independent verification.

18.3. Any misrepresentation, suppression, falsification or non-disclosure of material information shall be deemed to constitute a fundamental breach of these Terms and shall entitle the Company to:

- 18.3.1. deny or terminate participation without refund;
 - 18.3.2. recover losses, costs or liabilities arising therefrom; and
 - 18.3.3. invoke indemnity provisions herein.
- 18.4. The obligation of truthful disclosure shall be deemed to be a continuing obligation, surviving completion or deemed completion of the tour.

PART XII

LIABILITY EXTINGUISHMENT, INDEMNITY & SURVIVAL

19. LIMITATION OF LIABILITY

- 19.1. To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, exemplary or special damages, including loss of enjoyment, reputation, opportunity or expectation.
- 19.2. The Company's aggregate liability, if any, arising out of or in connection with the tour, Services or these Terms, shall be strictly limited to the amount actually paid by the Traveller to the Company for the specific tour package giving rise to the claim.
- 19.3. No claim shall lie against the Company for acts or omissions of third-party service providers, Force Majeure events, or circumstances beyond the Company's reasonable control.

20. INDEMNITY

- 20.1. The Traveller agrees to fully indemnify, defend and hold harmless the Company, its founders, employees, representatives and affiliates from and against all claims, actions, proceedings, losses, damages, penalties, costs and expenses arising out of or relating to:
- 20.1.1. breach of these Terms;
 - 20.1.2. false disclosures or misrepresentations;
 - 20.1.3. conduct, negligence or unlawful acts of the Traveller;
 - 20.1.4. injury, loss or damage caused to third parties;

20.1.5. claims asserted by co-travellers or third parties.

20.2. This indemnity shall operate independently of fault and shall survive completion, termination or deemed completion of the tour.

21. SURVIVAL, WAIVER, DEEMED WAIVER & FINALITY

21.1. All provisions which by their nature are intended to survive, including but not limited to clauses relating to assumption of risk, limitation of liability, indemnity, intellectual property, documentation, dispute resolution and governing law, shall survive perpetually.

21.2. Participation in the tour, continued participation after any modification, or failure to raise objections contemporaneously shall constitute deemed waiver of any right, claim or grievance.

21.3. The Traveller expressly acknowledges that no oral assurance, representation or understanding shall override these Terms, and any waiver must be in writing and expressly granted by the Company.

21.4. The conclusion, abandonment, termination or deemed completion of the tour shall operate as final settlement of all rights and obligations, save those which survive.

PART XIII

DISPUTE RESOLUTION & CLOSING PROVISIONS

22. ARBITRATION, GOVERNING LAW & JURISDICTION

22.1. All disputes, differences or claims arising out of or relating to these Terms, the tour or the Services shall be referred to and finally resolved by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

22.2. The seat and venue of arbitration shall be Jaipur, Rajasthan, and the proceedings shall be conducted in English.

22.3. Courts at Jaipur shall have exclusive jurisdiction for the purposes of the enforcement of arbitral awards or interim reliefs.

23. MISCELLANEOUS

- 23.1. These Terms constitute the entire agreement between the Company and the Traveller and supersede all prior communications, representations or understandings.
- 23.2. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force.
- 23.3. The Company reserves the right to amend these Terms, and continued participation or future bookings shall constitute acceptance of such amendments.

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