

## TERMS AND CONDITIONS

Please read the following conditions carefully which form part of your contract with OUTWOODS PTE LTD. The following terms as used in these Booking Terms and Conditions shall be considered synonymous: safari, tour, itinerary and trip, all of which refer to the travel arrangements being booked with Outwoods Pte Ltd. Additionally, the following terms: client, guest, participant, member, passenger and traveler all refer to you, as the traveler.

### **1. Holiday Contract**

The client's holiday contract is with Outwoods Pte Ltd, 'the company', which is registered in Singapore under company number 201410218E. When the client makes a booking he/she guarantee's the authority to accept, and does accept on behalf of all the other passengers, the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice or our receipt of a deposit or as advised by 'the company'. This contract is made on the terms of these booking conditions, which are governed by the law of Singapore and the jurisdiction of the Courts of Singapore. The payment of the deposit or any other partial payment for a reservation on a tour constitutes a consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein whether the guest has signed the contract or not.

### **2. Tour Alterations:**

Under the circumstances of any air schedule or surface transportation changes, security matters, natural calamities, acts of god and/or events beyond its control, Outwoods Pte Ltd. reserves the right to any necessary alterations or modifications of the itinerary of any tour.

### **3. If you change your holiday**

If, after the contract has come into existence, the client wishes to change his/her holiday we at Outwoods Pte Ltd will do our best to pass your request to the relevant supplier, however we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers, and including for example cancellation charges that may be incurred for sectors cancelled. The client should note, for example, that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation and rebooking fee as will a date change. Our inclusive tour fares are special discounted fares and therefore carry very strict booking conditions. Travel is restricted to the dates and flights as indicated on your itinerary and are not valid for any other dates or services.

### **4. If you cancel your holiday**

#### **Alterations or cancellations by you after commencement of travel and unused services:**

We will do our best to implement any changes to the tour the guest request's once it has commenced, but we cannot guarantee it will be possible. In the event of such amendments being made the guest will be liable for any cancellation charges that may be levied for the services originally booked, and for the cost of booking the revised arrangements and the arrangements themselves. As a basic principle, no refunds will be paid to clients who do not complete a tour. However where we ourselves are able to obtain a refund from hotels or principals for services not used, we will pass this onto the client, less any reasonable administration charges.

**IMPORTANT NOTE:** A holiday insurance policy is advisable. If you have taken out holiday insurance you may be able to recover the cancellation charges, check your policy for details. Never travel without insurance, the unexpected can always happen, it is your responsibility to ensure you are adequately covered by insurance. The cost is relatively inexpensive and could save you a lot of problems. You must send us details of the policy you have.

### **5. Outwoods responsibility:**

The company, its representatives, employees, shareholders, director; collectively as Outwoods Pte Ltd, does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground or safari operators, including, without limitation, various entities which may be affiliated with Outwoods Pte Ltd and/or which may utilize the Outwoods Pte Ltd name, guides, food and drink service providers, equipment suppliers, etc. As a result, Outwoods Pte Ltd is not responsible for any negligent or willful act or failure to act of any person or entity which it does not own or control, nor for any act or inaction of any other third party not under its control.

In addition and without limitation, Outwoods Pte Ltd is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, natural calamities, disease, illness, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, overbooking or downgrading of accommodations, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

## **6. Your responsibility**

Outwoods Pte Ltd. can accept no responsibility for clients who arrive late for the check in and miss their flight as a result nor can the company accept responsibility for any loss by the client of their holiday/flight travel tickets, vouchers or coupons. Air travel is also subject to operational decisions of carriers and airports which may result in delays and diversions. We advise you that it is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We no liability for the consequences of flights missed owing to the passenger's failure to reconfirm.

The passengers must ensure that all their travel documents, full passports, visas, vaccination certificates, currency and travellers cheques are in order and valid for travel. WE ARE NOT RESPONSIBLE FOR YOUR VISAS IF REQUIRED. All costs incurred in obtaining such documentation must be paid by the passenger. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. We are able to give general advice on these matters for Singapore & Indian citizens. However, Non-Singapore & Non-Indian citizens should check with their embassy or consulate vis-a-vis current requirements. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, the client will be responsible for reimbursing Outwoods Pte Ltd accordingly. The name on your airline tickets should be the name that appears on your full passport.

## **7. Arbitration:**

Singapore Law shall govern any controversy or claim arising out of or relating to these Terms and Conditions, to the limits on Outwoods Pte Ltd responsibility clause, to the brochure, to the flier, to any

information relating in any way to the trip, to the trip itself, or to any products or services related to the trip, these terms and conditions or any other dispute. You (the client) and we (Outwoods Pte Ltd) agree to submit to the exclusive jurisdiction of the courts of Singapore regarding any such dispute.

### **8. Risks:**

Outwoods Pte Ltd is a travel company which engages in outdoor and nature based adventure activities. There are certain inherent risks in adventure travel of the type involved here. The client hereby acknowledges, confirms and records that he/she understands the risk inherent in adventure travel in India and any other destinations and associated activities and has accepted onto the tour and undertakes to do the tour, travel or activity at their own risk. The client also agrees and concedes that the Company, its representatives and employees shall not be responsible for any loss or damage to possessions, or any injury, illness or loss of life or consequential damages which might occur from any cause whatsoever, unless directly caused by the Company's negligence.

### **9. Health:**

Participants with any medical problems or related dietary restrictions must essentially make them known to us, in written, well before departure. We will endeavor to address your restrictions, but are not responsible for any limitations on the tour arising from your physical or medical condition or dietary needs. Any participants unfit for long trips due to heart disease, chronic illness, physical handicap, pregnancy or mental illness are strictly advised NOT to participate in these rigorous travel programs.

**ANY PAYMENT TO OUTWOODS PTE LTD CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN.**