

SVARAM Consulting Agreement

Introduction

These are the terms of business on which the company will provide services to any person who undertakes a site visit with the company.

The booking of a visit constitutes the Client's acceptance of these terms as the sole contractual terms that apply as between Company and each person on whose behalf a visit is booked.

A 40% non refundable deposit is required at the time of booking with the balance to be paid at least 45 days before to arrival, unless advised otherwise at the time of booking. For last minute bookings conditions will change.

For cancellations received by us in writing after full payment has been received, the following cancellation charges apply:

- Up to XX days prior to arrival: 40% of total cost
- XX days prior to arrival: 75% of total cost
- Between AA & BB days prior to arrival: 90% of total cost
- CC days or less, or no show: 100% of total cost.

The company reserves the right to cancel your visit or accommodation in any circumstances, for any reason and at any time before full payment has been received. In these circumstances, we will return to you all monies paid.

The company reserves the right to cancel your booking at any time due to circumstances amounting to force majeure, which include war, riot, civil strife, industrial dispute, terrorist activity, natural disaster, fire, adverse weather conditions, power failure, technical problems with transport, flood, drought, Government active, and other unusual and unforeseen circumstances. In circumstances amounting to force majeure, no compensation will be payable.

It is unlikely that we will have to make any changes to your booking, although we reserve the right to make changes at any time. If there are any changes, most of these will be minor and we will advise you of these in writing at the earliest possible date.

All quotations you receive from us will detail what is included and what is excluded in order that you have all the information you require. Please contact us if you have not received this information.

These are the agency terms on which the Company will make a booking for your Visit:

For all bookings the company will act as the agent for the Principal who organizes the visit.

As an agent, the Company accept no responsibility for the acts or omissions of the Principal.

The Companies Terms of Business are governed by Indian Law with jurisdiction specific to (Confirm with Svagatam/ABC trust and include).

Please note that in ALL cases the lead name on the reservation must be 18 (eighteen) years or over at the time of booking.

The lead name will be in contract with the supplier and will be responsible for the information provided for all members of the party this includes the correct spelling of names, title, age.

The Company reserves the right to change our prices or other details at any time. Prices may go up or down. We will send you an invoice confirming your payment details and will contact you if there are any discrepancies in the pricing.

The Company requires guests to sign an indemnity form (liability release in the unlikely case of loss, injury or damages while on visit).

The Client acknowledges awareness of the visit itinerary and confirms that each person on whose behalf they are booking is medically fit, in good physical and mental health and is able to embark on the visit.

Any client with a pre-existing medical condition or illness must declare the true nature of such conditions to the Company before the commencement of the visit.

Any failure to declare may result in cancellation of his /her booking.

The client hereby acknowledges, confirms and records that the risks inherent in the visit and associated activities are understood by each person on whose behalf a visit is booked and record that these booking conditions have been read and understood and agree to the terms and conditions.

The Company shall be under no liability to the client for any claim which may arise in respect of or in connection with the visit and the Client hereby renounces for him/herself, members of his group and dependants all claims against the Company for compensation for injury, death, damage or loss sustained in the course of the visit, caused directly or indirectly to him/her or his/her belongings, members of his group and his/her dependants or to persons who except for these conditions might have been entitled to make a claim.

The Client indemnifies the Company (including all its agents, representatives, members, associates, organisers, employers and employees or person appointed by the Company to perform services in connection with the visit), against all responsibility or liability whatsoever for any accident or bodily injury or damage to Client property whilst on the visit.

The client undertakes and agrees that he/she will, at all times, comply to a reasonable code of conduct during the visit and will not in any way constitute a nuisance to the other persons on visit.

The client agrees not to allege the unenforceability of this Agreement or part thereof. The client agrees that the foregoing obligation shall be binding.

The carriage handling or keeping of any baggage and or other goods of the Client will be at the sole risk of the Client or its owner and the Company shall not be liable for any loss or damage of whatsoever nature and howsoever caused.

Whilst the Company will use its best endeavours to ensure that all anticipated accommodation, food, drinks and other such services are available as planned, there shall be no claim of any nature whatsoever against the Company for a refund either in whole or in part or of any other claim of any nature whatsoever including consequential

damages as a consequence of any transport, accommodation or other facility attached to the visit not being available.

The Company shall not be responsible for, or liable for, any client who commits an illegal or unlawful act in the course of the visit. The client may in such circumstances be excluded from the visit without a refund. If the Company considers a client unsuitable for a visit, it may at its sole discretion decline to carry this client any further. If any client causes inconvenience or annoyance to other passengers, The Company may in its sole discretion decline to carry the client further without any refund whatsoever.

The client hereby agrees to adhere to all instructions given by the Company (whether verbally, on notices , published in leaflets or other documentation during the visit.