

The Drive Experience: Terms & Conditions

○ **Hotel**

- Accommodation ranging from campsites to budget hotels has been handpicked to suit the functional requirements of the itinerary and location of the event. Luxury facilities may not be available at most hotels / campsites.
- The guest will be liable to make good any damage(s) caused by any willful / negligent act of the client to the property of the hotel in any manner whatsoever. The extent and the amount of the damage so caused will be as determined by the concerned hotel.

○ **Mandatory Documents**

- Valid vehicle registration certificate and third party insurance
- Medical fitness certificate
- Valid Driving license
- Signed indemnity bond

○ **Itinerary**

- The organizers have taken all reasonable steps to ensure that a reasonable contingency plan is in place. However, please note that the route is prone to extreme changes in weather and delays / roadblocks due to landslides, snowstorms, torrential rains are common on this route. In case of a force majeure event such as a landslide/ snowfall/ torrential rains, the organizers will try to minimize the delays to the extent that is feasible under the circumstance and will inform TML / SOUL guests for the next best course of action that may require delay / postponement / cancellation of the event as the case maybe.
- The organizers shall not be held responsible in any manner whatsoever for any loss that a guest might suffer consequent to such a force majeure events or due to his own negligence.
- The organizers reserve the right to claim any additional expenses because of delays/changes in the itinerary, caused by any reason whatsoever.

○ **Cancellation & Refunds**

- If minimum guarantee of registrations are not met by July 10th, 2015 the advance payment made will be refunded.
- The Event may be cancelled at any point before commencement or at any stage of the drive due to occurrence of Force Majeure events at any point on the route depending upon the nature, intensity and feasibility of the continuing the event.
- Refunds if any applicable for amendments and / or cancellation will be paid directly to the guest for bookings made directly with Milesahead Adventure.
- No refunds would be made in case of cancellation of the Event after 10th July, 2015 on account of cancellation of Event due to Force Majeure.
- Refunds for medical support services will be available till July 20th 2015 after which refunds will not be available on cancellation.
- Refunds, in any case would be made after deducting the applicable taxes, cancellation charges, penalties, etc., as received by the Organizers.
- The guest/participants must strictly adhere to the payment terms & conditions. If the balance 50% payment is not made on or before 20th July, 2015, the guest's booking would be deemed as cancelled and the deposit would be refunded after deducting appropriate cancellation charges, penalties, taxes, etc.,

○ **Vehicles & Participants**

- Participants must drive in only TATA Safaris for the duration of the drive.
- The organizers shall provide primary medical care and mechanical support with lead and sweep cars, ambulance, together with experienced expedition leaders, medical and mechanical crew.
- Guests are expected to bring their own vehicles with all mandatory regulations and the vehicle should be in good working condition. Spares and services will be available as a back up support but do ensure that the vehicle is serviced and regular consumables like tires, battery, brake pads, suspension etc are not near end of life. It is advised that components like tires, battery, brake pads, suspensions, etc., which certainly undergo tremendous pressure while being driven off road terrain are specifically inspected, examined and tested and replaced if required.
- Any damage caused to a guest's vehicle during the event due to his own or other guest's willful/negligent act or on account of disobedience of instructions of the expedition leadership team or non-compliance of preventive and safety measures shall be the sole responsibility and liability of such negligent or disobedient guest/participant. TML and

70 EMG will, in no manner whatsoever, be liable for the same and further such negligent and disobedient guests shall indemnify TML and 70EMG against such liabilities.

- All guests shall strictly adhere to the prescribed timetable, route, convoy order and instructions of the expedition leader for the full duration of the event. Any disobedience to the instructions of expedition leader or any rebellious act on the part of the participants will entitle the Organizer to remove such disobedient or rebellious guest/participant from the Event forthwith with the use of reasonable force, if required. Such removed guest/participant shall not be entitled to any refunds from the Organizers.
 - If, according to the expedition leader or team member of the Organizers it appears that any act of the guest/participant is or would be against the interest and safety of the expedition team, other participants, vehicles, organizer's property, animal or public in general, the Organizers shall have all rights to restrain and remove such guest/s or participant/s from indulging in dangerous acts and may use reasonable force as a last resort.
 - The guests/participants shall take care of their own belongings, luggage, cameras, laptops, e-tablets and other valuables. Any loss of property due to theft, damage, misplacement shall not be claimed from the Organizers' under any circumstances.
- **Conditions of Package**
- Each group size will be of 10 cars, subject to a maximum of 3 groups; there will be an expedition leader going along with each group.
 - In the event of minimum guarantee not being met by July 10, organizers reserve the right to cancel the event and refund in full.
 - In case where a client along with his family is compelled to discontinue the drive due to any reason whatsoever including illness, death or loss of any travel documents, no claim shall be entertained for refund of unutilized services. Even if a client is unable to reach the place of commencement of the drive due to any reason whatsoever including loss of baggage or loss of travel documents, his booking shall be treated as "no show" on the drive and 100% cancellation charges will be levied.
 - Organizers' cannot guarantee rooms to all guests in the same hotel/ similar view/ floor, but all rooms will be of the same category.

○ **Health & Insurance**

- Guests are liable to disclose any specific medical condition and relevant medical history, especially asthma, heart condition, disability, vertigo, hypertension, allergies so we can advise if they are fit to participate and to consider relevant medical support for such needs.
- Children below 12 years of age and senior citizens over 65 are not recommended for the drive.
- Guests are advised to undertake any insurance (Life/Accident/Medical) policy deemed necessary during the course of the event.
- The organizers reserve the right to request the guests to provide written certification of his / her medical fitness before departure. In the event that a medical condition has not been disclosed, 70 EMG shall not be liable to provide any specific assistance should such medical emergencies arise.
- The tour cost does not include the costs towards any Life/ Accident/ Medical insurance cover. It is **mandatory** for all guests to procure insurance cover (Life and Medical) at their own cost.

Commercial Terms Owner's Expense:

Package Per Person: Rs. 33,333/-

○ **Inclusions:**

- Accommodation for 10 Nights / 11 Days
- All Meals (pre set/ buffet breakfast, lunch, dinner/ no room service or a la carte). Special requests are not guaranteed
- Bonfire on specified days
- Green Tax Levied by the Ladakh Council
- Limited Medical & Mechanical Service with spares back up, locally available rations in case of roadblocks and delays on road, oxygen tanks (*limited supply*)
- Expedition leaders, Lead and Sweep cars

○ **Exclusions:**

- Any transport
- Camera/Camcorder charges
- Porter service at hotels, tips, insurance, laundry, alcohol, telephone charges and all items of personal nature (a la carte/ room service, tobacco).
- Anything not specifically mentioned in "Inclusions" section are not included in the price
- Fuel
- Medical, Accident & Life Insurance
- Any and all costs to reach starting point on August 3

Payment Terms and conditions:

- 50% Payment to be made in advance for booking by 10th July 2015
- Remaining 50% payment to be made by 20th July 2015