

Terms and Conditions - Travel Must

Please read the following Terms and Conditions carefully. These Terms and Conditions govern the relationship between you (also referred to as "Client") and us, Knowledge Must, offering travel-related services with our division Travel Must (hereinafter referred to as "Travel Must"). By booking a travel-related service, you agree to be bound by these Terms and Conditions which outline, among other things, our cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

Bookings

Our booking process is very straightforward. When you enquire with us for a travel-related service, we do our utmost to tailor you a travel experience to suit your expectations within the shortest possible time. You may book the service by phone or instant messenger to assure your space but please mail, email, or fax us your confirmation and include a copy of your passport details. To firmly confirm our offer, a deposit is required from your side. By making a booking by telephone, on our website, by mail or by email with Travel Must or its agents, you accept and are bound by these Terms and Conditions. Written confirmation of your booking and payments made towards the travel-related service shall be a legally binding contract between the parties.

In case of one or more but not all Clients confirm the booking, it shall be deemed that everyone has duly authorised the concerned lead Client/s to book on their behalf. In case the travel agent or any other person books, it shall be conclusively presumed that the participants had given the necessary authority to such lead person / agent to enter into a binding contract on their behalf with Travel Must. In cases where participants belong to more than one family under a single form, it shall be signed by the head / authorised person of each family and the same shall be construed as acceptance of a contract for and on behalf of all persons booked. In case of bookings by an organisation, the booking has to be done by an authorised representative of the organisation with his/her name and designation.

Deposit and Balance Payment

When you book, a deposit of 25% of the price of the journey minus flight tickets is required to secure your space and confirm your booking. In addition, full payment for flights is generally due within 14 days of booking.

Please check your Invoice for the due date of your balance payments of the travel-related service. This balance payment has to be made 28 days prior to departure date of the trip. If the booking is accepted within 28 days of the date of departure of the trip, the entire fees have to be paid upfront. After we receive your final payment, we will duly deliver your

remaining documents including any air, bus, or train tickets and hotel vouchers that are needed for your trip.

If you do not pay your dues on or before the due date after being intimated about and given a reasonable amount of additional time, Travel Must reserves the right to treat your booking as cancelled and to claim compensation for any damages due to your non-payment.

Online Bookings

Travel Must has made this facility available to you as a value-added service. Using this service, you can make your online booking / booking request for booking various services offered by Travel Must. Your booking request will be processed for confirmation of prices and availability of services requested by you. Only on confirmation to you about the prices and availability, Travel Must will be bound to provide you the requested services subject however to you making full payment and complying with the relevant Terms and Conditions.

Any correspondence with you prior to Travel Must's aforesaid confirmation, will not be treated as any acceptance of your request. The online booking of the products and services made available through this website is subject to availability and solely at the discretion of Travel Must and/or its respective suppliers. Please ensure that all information given by you while booking is correct. For security reasons and to be able to advise you of any developments affecting your travel we need to be able to contact you by telephone and email and to have your correct address on record. If any or all of these contact details are not correctly given by you, we reserve the right to cancel the transaction at your risk and cost. The right to access and transact on the web site is reserved as is the right to use any particular credit card on the site for payment purposes.

The Website is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your ability to access or use the site at any time or for any interruption in that access or use or for any failure to complete any transaction. We do not warrant that the Website is free from computer viruses or other properties that may cause loss or damage.

Payment Options

We offer you various options for payment, including credit card payment facilities, Moneybookers, PayPal, or getting a bank cheque or international money order issued in the name of Knowledge Must. Please let us know whether you would prefer to pay in Euro, U.S. Dollar, Renminbi, Indian Rupees, or any other currency. The prevailing rate of exchange on the date of the transaction would be applicable. Please note that you will have to pay all bank charges including charges relating to credit card / net banking / cheque / demand draft at the applicable rate in addition to the cost of the service.

Cancellation Policies

When you cancel your journey more than 28 days prior to departure, we will refund any payment you already have made minus the initial deposit and penalties levied by airlines for flight cancellations. If you need to cancel within 28 days of departure we will only be able to issue you a refund of 50% of the total price. In case of higher costs for us beyond 50% of the total price, we will refund only the amount that is not required to cover the actual costs for us. However, in these cases we will prove to you that higher costs resulted from the cancellation of your booking.

If you wish to cancel your service, you must write to Travel Must as follows provided that such intimation should be given on a working day within working hours:

1. By fax at +91-(0)11-26491817
2. By email to info@travel-must.com
3. By letter to our registered offices

If the booking has been conducted by one or more persons for themselves and for others, then the communication signed by such signatory/s would be treated as a valid communication for cancellation for all such persons mentioned in the booking. Similarly if your agent cancels, it will be deemed and construed that all the Clients and you are in agreement with the same. The computation of the period of notice of cancellation shall commence only from the time the written request reaches Travel Must on working days within office time.

In case of Third Party Products, the rules relating to cancellation and the cancellation schedule prescribed by the concerned Third Party Service Provider would be applicable and in addition Travel Must shall have the right to claim service and communication charges.

Refunds

In case you cancel the trip after commencement refund would be restricted to a limited amount that would depend on the amount that we would be able to recover from the hoteliers, etc. we patronise. For unused hotel accommodation, chartered transportation and missed meals etc. we do not bear any responsibility to refund. Please note that the refund process may take 2 to 6 weeks due to banking procedures. If the refund is made to the credit card account or to the bank account, the bank charges would be debited from the refund amount.

Transfer of Name

If you are prevented from travelling on the trip you booked by circumstances such as those which would permit you to make a claim on a standard cancellation insurance policy, you may transfer your booking to another person, provided they meet all the requirements relating to

that trip. The responsibility to cover all additional costs that are related to this transfer of name shall be held jointly by you and the new participant.

Additional Changes

If you wish to alter your departure date, particular transport during the trip, etc., this is generally only possible via cancellation (regular charges will be applicable) and a new booking. Any new booking will be subject to availability.

Insurance

We do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Visitors are advised to seek such insurance arrangements in their home country. All baggage and other personal property are at the Client's risk at all times. For your protection and increased flexibility, we recommend you to purchase Trip Cancellation Insurance at the time of booking. Furthermore, health insurance and other forms of insurance coverage during your trip are highly advisable.

Changes and Cancellation by Travel Must

Travel Must reserves the right to alter, amend, change or modify trip packages, itineraries, and other travel-related services. This may be necessitated due to factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sport events, weather conditions, traffic problems, over booking of hotels/flights, cancellation/ re-routing of flights or railway, closure of / restricted entry at a place of sightseeing. Where we know of these sufficiently in advance, we or our representatives will notify you on relevant changes. In case alternate arrangements made are materially superior as compared to the ones described in our marketing materials, we may charge extra for the same.

Travel Must also reserves the right to cancel a service for any reason, but will not cancel less than 60 days prior to departure except for Force Majeure, unusual or unforeseen circumstances outside Travel Must's control. When a service is cancelled by Travel Must, the Client may choose between a full refund of all monies paid and any alternative service offered by Travel Must.

Travel Must is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, non-refundable connecting flights or loss of enjoyment, etc. If the alternative service chosen by the Client is of a lower value than that originally booked, then the Client is entitled to a refund of the price difference. If the alternative service chosen by the Client is of a higher price than that originally chosen, then the Client must pay the difference.

Minimum Participation

We reserve the right to cancel any trip because of inadequate enrolment that makes the trip economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the participants. If a trip is cancelled prior to departure, we will offer you the choice between a similar alternative trip (if able to do so) or provide you with a full refund of monies paid. If we cancel the trip in progress, you will receive a prorated refund based on the number of days not completed on the trip. We will not be responsible for any refund for non-refundable airline tickets or for any airline tickets purchased by you directly from an airline or travel agent.

Prices and Surcharges

The prices quoted in our marketing materials have been calculated at the rate prevailing at the time of publication. Travel Must reserves the right to amend the prices published in its marketing materials and to charge accordingly in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers, hike in the tax, and hike of airline/rail charges before the date of departure in case that the time period between the Client's booking and start of the trip is at least 4 months. All such increases in price must be paid to Travel Must in full before the departure of the trip. Travel Must will inform you about price increases immediately upon receiving the necessary information and latest 21 days prior to the start of your trip. If the total price of your trip increases by more than 5%, you have the right to cancel the booking contract. However, this cancellation has to be conveyed to Travel Must immediately.

Conditions of Travel

The Client acknowledges that the nature of the trip is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Travel Must from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. The Client is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary and is encouraged to locate or make contact prior to embarkation with his/her local embassy or foreign office in each destination.

The Client will have to strictly follow the trip programme. The Client is responsible to register with the representative of Travel Must at the appointed date, place and time, and would be treated as a no-show if he/she fails to do so. For example, the drivers are bound by restrictions concerning maximum driving hours per day and per week, and the itineraries are planned having regard to the same. It is therefore essential that the itineraries, schedules and timings are strictly adhered to by the Client so as to ensure that all the services can be duly provided. If the Client misses any service due to unpunctuality, there would be no refund for the same.

Authority during Trip

At all times the decision of Travel Must's trip leader or representative will be final on all matters likely to endanger the safety and well being of the trip. By booking with us the Client agrees to abide by the authority of the Travel Must trip leader or representative. The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. The Client also agrees to be bound by our responsible travel guidelines. Should the Client fail to comply with the above or commit any illegal act when on the trip or, if in the opinion of the trip leader or representative, the Client's behaviour is causing or is likely to cause danger, distress or annoyance to others we may terminate that Client's travel arrangements without any liability Travel Must's part and the Client will not be entitled to any refund.

Age Requirements

We offer travelling styles that suit all ages - assuming you are fit and healthy - and take travellers from 12 to 80 (anyone under 18 must be accompanied by a parent or guardian for the entire journey). Please note that, due to the higher than normal physical requirements or long and arduous nature of travel conditions, some of our trips have minimum and maximum age restrictions.

Health Requirements

You must be in good physical and mental health. It shall be your duty to inform us in case you have any medical condition that may affect your ability to enjoy and pursue fully the trip arrangements and wherein the interest of the group or any member thereof is prejudicially affected. By registering for a Travel Must trip, you certify that you do not have any mental, physical, or other condition or disability that would create a hazard for yourself or other participants. Travel Must reserves the right in our sole discretion to accept, decline to accept, or remove any participant on a Travel Must trip.

Travel Documents

It is entirely your responsibility to arrange, provide and carry your valid travel documents including passport, which is valid for a period of at least six months after your return date from the trip with necessary visas, permits, and immigration clearance (if applicable), confirmed air tickets, documents confirming insurance to cover risk to life, limb and property for the duration of the trip, medical clearances, inoculation / vaccination certificates as the case may be to be able to travel as per the trip itinerary.

Any information or advice given by Travel Must regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the

Client, and Travel Must is not responsible for any errors or omissions as to the information provided. In the event the application for the visa is rejected by the concerned consular authorities due to inadequate documents furnished by you or due to any other reason whatsoever, Travel Must shall not be liable or responsible for the same. Regular cancellation fees will apply.

Flexibility

The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each trip is merely representative of the types of activities contemplated, and Travel Must is under no contractual obligation to strictly follow it. 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, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

Numerous factors such as weather, road conditions, the physical ability of the participants etc. may dictate itinerary changes either before the trip or while on the road. If such a change is made you will be told at the time of booking or when the change occurs. Every reasonable effort will be made to operate programs as planned, but alterations may still occur after final itineraries are sent. Reasonable changes in the itinerary may be made whenever deemed necessary or advisable for the comfort, convenience, or safety of participants by Travel Must.

When a major change is made the Client may choose between accepting the change, obtaining a full refund of all monies paid or utilising an alternative service offered by Travel Must. In case the alternate arrangements made are materially superior as compared to the ones described in our marketing materials, we may charge extra for the same.

Limitation of Liability

Travel Must and its trip operators and sub-contractors shall not be held liable for (i) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (ii) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The Client waives any claim against Travel Must and/or its trip operators and sub-contractors for any such loss, damage, injury, or death.

Additionally, Travel Must shall in no circumstances whatsoever be liable to you in case of:

- Damages or loss attributable to the Client
- Failure on the part of airline to accommodate passengers despite having confirmed tickets or cancellation or change of route or delay of flights
- Overbooking of seats / rooms by the airline / hotel
- In any case, no liability on the part of the Company arising in any way out of this contract in respect of any trip, holiday, excursion facility shall exceed the total amount paid for the trip holiday, and shall in no case include any consequential loss or additional expense whatsoever
- The temporary or permanent loss of or damage to baggage or personal effects howsoever caused including wilful negligence on the part of any person
- Any overstay expenses due to delay or changes in bus / flights / ships / trains or cancellation of special bogie or other services due to sickness, weather conditions, war, threat of war, strikes, rebellions or any other cause whatsoever

In any case, no liability on the part of Travel Must arising in any way out of this contract in respect of any trip, holiday, excursion facility shall exceed triple of the total amount paid for the trip, and shall in no case include any consequential loss or additional expense whatsoever.

Partners

Travel Must works with highly reputable partners. By working closely with these organisations, we are best able to offer you the best prices and local expertise. If you book any third party products through us, their Terms and Conditions would be applicable in addition to our Terms and Conditions

We inspect and select the services to be provided to you. However, we do not own, operate or control any shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan or any other facility or service. We cannot be held responsible for any delay, deficiency, injury, death, loss or damage occasioned due to act or default of such service providers, their employees or agents. We are not liable for any act or actions of co-passengers which may result in injury, damage to your life/limb or property or interfere with enjoying any services to be provided on the trip.

Consequently, any delay injury, death, loss or damage is caused on the above account does not render us liable to the Clients who have chosen us as organisers. However, in case the Client is not satisfied with a particular service, we take up the matter with the supplier if we are intimated immediately.

Regarding air travel, Travel Must will inform the Client about the specifics of the airlines used and in case any changes emerge. The particular execution of the flight itineraries are the responsibility of the airlines and the relevant government authorities. Changes are often

necessitated by them. We strongly advise you to get in touch with the airlines directly to learn about last-minute changes and reconfirm your flights.

Claims and Complaints

If a Client has a complaint against Travel Must, the Client must first inform the Travel Must representative whilst on the service in order that the representative can attempt to rectify the matter on the spot. If satisfaction is still not reached through these means then any further complaint must be put in writing to Travel Must within one month of the end of the service. If you fail to do this, any right to compensation or refund which you may have, will be extinguished or reduced. You can write:

1. By fax at +91-(0)11-26491817
2. By email to info@travel-must.com
3. By letter to our registered offices

In case your actual service has severe shortcomings compared to the service you booked, you have the right to ask for a reduction in price. If the shortcomings do not allow you to reasonably continue with your journey, you have the right to cancel the booking contract, but only after you give us adequate time to adjust your service in order to satisfy the original contract. All already utilised services will be taken into account when giving you your refund.

Severability

In the event that any of the Terms and Conditions contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such Terms and Conditions shall be deemed to be severed from this agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

Successors and Assigns

These Terms and Conditions shall inure to the benefit of and be binding upon Travel Must and the Client and their respective heirs, legal personal representatives, successors, and assigns.

Errors and Omissions

We take utmost care in preparing our marketing materials and in describing our services therein. However, we cannot be held responsible for any typographical, printing, or any error, omission or unintentional misrepresentation that may occur.

Use of Images

The images we use in our marketing materials may differ from the actual sights. Distance between places, temperatures given, departure and arrival times, and so on are approximate and can change depending on travel, road conditions, traffic, climatic changes, etc.

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes. If you prefer that your image not be used please notify us before the commencement of your trips.

Privacy Policy

We do our utmost to protect your personal information. However, it would be necessary for us to share this information with Consulates, Embassies, Airlines, Hotels and other service providers who would be providing you services during the trip. We would also be constrained to disclose such information if we receive an order of the court, a requisition from any government or statutory authority, subpoena, or under any law, rules or regulations under which such disclosure becomes necessary. Please refer to our Privacy Policy.

Legal Notice

No person including the employee/s of Travel Must or yourself have the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in these Terms and Conditions. Assurance if any, which is contrary to the Terms and Conditions given, shall not bind Travel Must.

Additional Terms and Conditions may apply to some services and will be provided with pre-trip information packages. By registering for a Travel Must service, you agree its specific Terms and Conditions. Knowledge Must reserves the right to change or update the Terms and Conditions from time to time without prior notice to users. The current version of the Terms and Conditions will be displayed within the website from the date on which any changes come into effect. Continued use of the website following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

Validity of Terms and Conditions

These Terms and Conditions from August 2011 remain valid until the publication of new Terms and Conditions here.

Applicable Law

The contract including all matters arising from it is subject to Indian and Chinese Law and the exclusive jurisdiction of the Indian and Chinese courts, if there are no other binding legal regulations that contradict this.

Registered Address

We are a company registered in India as well as in China. Our business and the services we offer are governed by the applicable laws of India and China. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information in our marketing materials, the services offered by or on behalf of us, any information relating to such services and our business in any respect with any laws of any other country which do not, in any event, affect or apply to the same.

The registered offices of Knowledge Must are:

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