

# Nature Safari India

## Terms & Conditions

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

There is no contract between Nature Safari Pvt. Ltd. and the client until Nature Safari Pvt. Ltd. has received the payment in accordance with the procedures laid down under payment terms and conditions. The client will have to study, follow and abide by the terms and conditions of Nature Safari Pvt. Ltd. and absolve Nature Safari Pvt. Ltd. of any claims for not understanding / reading the same.

### **PAYMENT**

All cheques / demand drafts / Bank Transfers / Credit Card Payments must be made payable to Nature Safari Pvt. Ltd. Payments made by Indian nationals, resident in India are governed by the rules and regulations of the Reserve bank of India.

### **AMENDMENT**

All bookings once confirmed by you are not amendable. Transfer from one tour / service to another will be treated as cancellation and the relevant cancellation charges will apply and a fresh booking will have to be made.

### **UNUSED SERVICES**

No refund will be made for partially utilised / unutilised services.

### **CANCELLATIONS & REFUNDS**

In the event of any cancellation, the initial deposit amount paid shall stand for forfeited and further cancellation shall be levied as per the terms and conditions. All refunds will be payable in Rupees. If your visa is not granted by the issuing authorities, the applicable cancellation fees will be payable. The cancellation must be intimated to us in writing.

### **TRAVEL DOCUMENTS**

Obtaining passports and visas shall be the sole responsibility of the passenger, who hereby undertakes not to hold Nature Safari Pvt. Ltd. liable under any circumstances whatsoever, for visas not applied for, refused and/or delayed documents and/or entries to/from the countries visited, for the sole responsibility to grant the travel documents rests and vests with the authorities concerned. Without prejudice to the above preceding clause, an express notice is given to all concerned by Nature Safari Pvt. Ltd. that they shall only assist passengers in securing and obtaining the necessary travel documents to the best of their ability.

### **INSURANCE**

We strongly recommend that all our clients take travel insurance but not limited to cancellation, delays, loss of deposit, medical expenses, personal accidents, loss of baggage and personal effects. Nature Safari Pvt. Ltd. makes it a condition that the client is fully covered by life, property and medical insurance policy without which Nature Safari Pvt. Ltd. cannot be held responsible for any claims.

### **RESPONSIBILITY**

All tour departures, itineraries, flights and hotels are subject to change with or without notice, as they are based on current schedules of transportation companies concerned. All prices are subject to increase based on revision in fares and fluctuations in the exchange rates. In case of any increase, passengers will have to pay the difference. Timings of conveyance are subject to change and consequently may be revised at any time. The itinerary is subject to alteration before or during the tour with or without notice. Nature Safari Pvt. Ltd. does not accept responsibility for losses and

additional expenses, due to delays or changes in air, train, ships or other services, missed connections, sicknesses, weather, strike, quarantine or other causes howsoever caused and all such losses and expenses caused must be borne by the passenger.

All arrangements for the services are made by Nature Safari Pvt. Ltd. in their capacity as agents only for and in the interest of the passengers, with respect to any air/land/sea transportation and hotel which may be included in the program, and as such, holds itself absolved of all liabilities for any injury, delay or damage from any cause, whatsoever, for which the passenger, by signing this contract undertakes to absolve Nature Safari Pvt. Ltd. and/or its representatives from any legal claims.

All services are subject to the conditions and regulations referred to in the time tables, books, bills and notices of the companies concerned on whose airlines, steamers, railways, coaches and other transportation the passenger travels and the passenger by accepting Nature Safari Pvt. Ltd. tour or any other service, agrees that the firms and the companies concerned shall not be held liable for any loss, damage, injury, delay or detention caused howsoever.

All services & tours are subject to the rules & regulations of the Reserve Bank of India and Government of India and will operate as per the prevailing regulations & permissions being granted for such tours and services.

The airlines concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their planes and conveyances. The passage contract in use by the concerned when issued, shall constitute the sole contract between the airlines and the purchaser of such tickets. Any disputes arising out of/or in connection with the services, are subject to Indian Laws and the courts in Delhi alone shall have jurisdiction.

No person other than the one authorised by Nature Safari Pvt. Ltd., in writing, has the authority to vary, add, amplify or waive any stipulation, representation term or condition in the brochure.

**Nature Safari Pvt. Ltd. shall in no circumstances whatsoever be liable to the Client or any person travelling for:**

a) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and or damage or any misadventure howsoever caused.

b) Any act, omission, default of independent contractor such as hotelier, hotel owner, owner of any airlines or shipping company, railway, ferryboat owner, operator, coach owner, etc. or any other person or by any servant or agent, employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the Client or for any person travelling with him, howsoever caused.

c) The temporary or permanent loss of or damage to baggage or personal effects howsoever caused, in this condition, the expression "howsoever caused" includes negligence on the part of any person except the negligence on the part of Nature Safari Pvt. Ltd.

No liability on the part of Nature Safari Pvt. Ltd. arising in any way out of this contract in respect of any tour, holiday, excursion facility, shall exceed the total amount paid or agreed to be paid for the tour/holiday and shall in no case include any consequential loss or additional expense whatsoever.

Each of these conditions shall be severable from the other and if any provisions were invalid, illegal or not enforceable the remaining provisions shall nevertheless have full force and effect.

## **COMMUNICATION**

The communication directed at the address of the Client as disclosed to Nature Safari Pvt. Ltd., shall be deemed to have been communicated to the client. Travel agent through whom a client books will act to relay information from client to Nature Safari Pvt. Ltd. and vice versa. Nature Safari Pvt. Ltd.

shall not be responsible for any error on part of such travel agent in this regard.

### **FORCE MAJEURE**

Nature Safari Pvt. Ltd. shall not be responsible and/or liable for any damage caused to Client due to reasons beyond the control of Nature Safari Pvt. Ltd. (force majeure / Vis majeure) no liability on the part of Nature Safari Pvt. Ltd. arising in any way out of this contract, in respect of any tour, holiday, excursion facility shall exceed the total amount paid or agreed to be paid for the tour, holiday and shall in no case include any consequential loss or additional expenses whatsoever.

### **IMPORTANT**

Each and every party/or passenger (hereinafter called Client), shall deal with Nature Safari Pvt. Ltd. on an express and specific condition and understanding that notwithstanding any clause, provision, custom or usage, Nature Safari Pvt. Ltd. shall not be liable to in any manner whatsoever in connection with the documentation, baggage, registration, reservation, transportation, insurance, accident, delay, cancellation, suspension, improper arrangements or any other eventuality. The Client dealing with Nature Safari Pvt. Ltd. shall be bound by this specific understanding and shall not bring, make or raise any action, demand or claim against Nature Safari Pvt. Ltd. and/or its employees, Directors and shall also indemnify Nature Safari Pvt. Ltd., if any claim is made or action is brought by any party claiming through the client against it because of his dealing with Nature Safari Pvt. Ltd. and shall always keep Nature Safari Pvt. Ltd. and or its employees fully indemnified against any claims howsoever caused.

No claim or complaint of whatsoever nature and or any claim for damages shall be entertained and or admitted for consideration if lodged with the company beyond 30 days of end of our services and beyond 7 days at the end of package tour services. Whilst every effort has been made to ensure that the information contained in the Nature Safari Pvt. Ltd. brochures / websites / communiqués is correct at the time of going to press / being published, Nature Safari Pvt. Ltd. reserves the right to vary, amend, cancel, withdraw or change the operator services.

### **Agreement between user and Nature Safari Pvt. Ltd.**

This website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this website constitutes your agreement to all such terms, conditions, and notices which are subject to amendment without any notice. You agree to click on the links to and familiarize yourself with the Terms of Use and other terms and guidelines found throughout this website and abide by them if you choose to use the sites, pages or services to which they apply. Furthermore you shall be liable to comply with all the Terms and Conditions of Nature Safari Pvt. Ltd.

### **No unlawful or prohibited use**

As a condition of your use of this website, you warrant to Nature Safari Pvt. Ltd. that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

### **Online bookings**

Nature Safari Pvt. Ltd. has made this facility available to you as a value-added service. Using this service, you can send in your "Requests" for booking various services offered by Nature Safari Pvt. Ltd. Your "Request for Booking" will be processed for confirmation of prices and availability of services requested by you. Only on Nature Safari Pvt. Ltd. confirmation to you about the prices and availability, Nature Safari Pvt. Ltd. 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 Nature Safari Pvt. Ltd. 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 Nature Safari Pvt. Ltd. and/or its respective suppliers.

### **Liability disclaimer**

You agree that you must evaluate, and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, you

acknowledge that you may not rely on any content created by Nature Safari Pvt. Ltd. or submitted to Nature Safari Pvt. Ltd. including without limitation information in Nature Safari Pvt. Ltd., publicity material and in all other parts of the website or pursuant to any service provided by Nature Safari Pvt. Ltd. You acknowledge and agree that Nature Safari Pvt. Ltd. may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary

Changes are periodically added to the information herein. Nature Safari Pvt. Ltd. may make improvements and/or changes in this website at any time. Advice received via this website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. Nature Safari Pvt. Ltd. and/or its respective suppliers make no representations about the suitability, reliability, timeliness, and accuracy of the information, software, products, services and related graphics contained on this website for any purpose.

Nature Safari Pvt. Ltd., its affiliates, and/or their respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

### **Indemnity**

You agree to indemnify and hold Nature Safari Pvt. Ltd., its directors, its officers, employees, subsidiaries, affiliates, agents, and co-branders or other partners, harmless from any claim or demand, including reasonable attorneys' fees, made by you or any third party due to or arising out of services used by you and/or content you submit, post to or transmit through the service, your use of the service, your connection to the service, your violation of the terms of service, or your violation of any rights of another.

### **General**

This agreement is governed by the Indian laws. You hereby consent to the exclusive jurisdiction and venue of courts in Delhi, INDIA in all disputes arising out of or relating to the use of this website and also with respect to any claim/damages on any account arising out of bookings done through this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Nature Safari Pvt. Ltd. as a result of this agreement or use of this website. Nature Safari Pvt. Ltd. performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Nature Safari Pvt. Ltd. right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website or information provided to or gathered by Nature Safari Pvt. Ltd. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between the user and Nature Safari Pvt. Ltd. with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Nature Safari Pvt. Ltd. with respect to this website. A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Reservations and Purchases**

When you make a reservation or purchase online with Nature Safari Pvt. Ltd., we will share information about you and your purchase with our travel suppliers. We will only provide the necessary information to ensure your travel arrangements are confirmed with these travel suppliers. The travel suppliers will use your credit-card information to process your ticket or reservation.

**User Account, Password, Security**

You will be required to choose a username and a password to enable use of your account. Keeping username and password confidential and secure from misuse is entirely your responsibility. Any transaction (as defined above) or use or activity from your account, giving rise to any liability monetary or legal or otherwise, are your responsibility. Where you have reasons to suspect that there may have been unauthorized use of your account or any breach of security you must immediately inform Nature Safari Pvt. Ltd. Nature Safari Pvt. Ltd. will not be responsible, under any circumstances whatsoever, for any losses that are incurred due to any misuse of your account by another, with or without your consent or knowledge or by yourself. You must ensure that you exit your account when you end your visit to Nature Safari Pvt. Ltd.

Also, if any losses are incurred by Nature Safari Pvt. Ltd. or any other person due to misuse of your account by another, it will be your responsibility and at your cost.

**Legal Capacity**

To transact you must have the legal capacity to enter into this agreement (i.e. you are above 18 years of age and are of sound mind).

**Confidentiality Clause**

Except as required by law, Nature Safari Pvt. Ltd. will maintain the confidentiality of all user communications which contain personal user information and which are transmitted directly to Nature Safari Pvt. Ltd.. Postings by a user on any message board or in any other manner will not be protected as confidential and Nature Safari Pvt. Ltd. may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of its parent company, subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by Nature Safari Pvt. Ltd.

Nature Safari Pvt. Ltd. reserves the right to incorporate details like your email, address, tel.no on their database for any future correspondence / update / special offer.

**Linked internet sites**

Nature Safari Pvt. Ltd. prohibits caching, unauthorized hypertext links to the site and the framing of any content available through the site. Nature Safari Pvt. Ltd. reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the content available on any other internet sites linked to the site. Access to any other internet sites linked to the site is at the user's own risk.

**Modification of these Terms and Conditions**

Nature Safari Pvt. Ltd. reserves the right to revise these terms and conditions and notices under which this website is offered and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of Nature Safari Pvt. Ltd. website and facilities.

**Violations of Rules and Regulations**

Nature Safari Pvt. Ltd. reserves the right to seek all remedies available at law and in equity for violations of these Rules and Regulations, including the right to block access from a particular internet address to the site.

## Privacy Policy

Nature Safari Pvt. Ltd. respects your privacy and recognizes the need to protect the personally identifiable information (any information by which you can be identified, such as name, address, and telephone number) you share with us. We would like to assure you that we follow appropriate standards when it comes to protecting your privacy on our web sites.

In general, you can visit our website without telling us who you are or revealing any personal information about yourself. We track the Internet address of the domains from which people visit us and analyze this data for trends and statistics, but the individual user remains anonymous.

There are times when we may collect personal information from you such as name, physical address or telephone number. It is our intent to inform you before we do that and to tell you what we intend to do with the information. Generally, you will have the option not to provide the information, and in the future you will be able to "opt out" of certain uses of the information. If you choose not to provide the information we request, you can still visit our website, but you may be unable to access certain options, offers and services.

Nature Safari Pvt. Ltd. will not sell, trade or disclose to third parties any information derived from the registration for, or use of, any online service (including names and addresses) without the consent of the user or customer (except as required by subpoena, search warrant, or other legal process or in the case of imminent physical harm to the user or others). Nature Safari Pvt. Ltd. will allow suppliers to access the information for purposes of confirming your registration and providing you with benefits you are entitled to.

Nature Safari Pvt. Ltd. will take appropriate steps to protect the information you share with us. We have implemented technology and security features and strict policy guidelines to safeguard the privacy of your personally identifiable information from unauthorized access and improper use or disclosure. Nature Safari Pvt. Ltd. will continue to enhance our security procedures as new technology becomes available.

If our privacy policy changes in the future, it will be posted here and a new effective date will be shown. You should access our privacy policy regularly to ensure you understand our current policies. If you have any questions regarding travel with us Privacy Policy, please email us at [info@naturesafariindia.com](mailto:info@naturesafariindia.com).