

## 1. Introduction and Acceptance of Agreement

**1.1 Scope and Binding Nature:** Jack's Compass (the "Company"), a brand operated by **Workhorse Expeditions LLP**, specializes in curated travel packages for family and adventure travel. These Terms and Conditions (T&C), together with the Privacy Policy, govern all domestic and international services offered via jackscompass.com or associated platforms.

**1.2 Unqualified Consent:** The act of booking any travel package or service constitutes an unqualified legal agreement to abide by these T&C. Guests who disagree with any provision herein must not proceed with a transaction.

**1.3 Interpretive and Amendatory Authority:** The Company maintains final authority on the interpretation of these T&C and reserves the right to amend, add, or waive any condition at its discretion. In instances of force majeure or shifts in government policy, the Company may supersede existing provisions with valid, enforceable alternatives.

**1.4 Entire Agreement and Severability:** These T&C, along with periodic booking-related communications, represent the entire agreement between the Company and the Guest. If any provision is found to be invalid or unenforceable by a court of law, the remaining provisions shall continue in full force and effect.

**1.5 Execution of Contract:** No legal agreement exists between the Company and the Guest until the Company has formally received the initial registration deposit or required booking amount.

## 2. Definitions and Interpretations

**2.1 Title:** These provisions shall be officially referred to as the "Jack's Compass Terms and Conditions" or the "Rules and Regulations" of the platform.

**2.2 The Company:** Throughout these Terms, "Jack's Compass," "JC," "the Company," and "Workhorse Expeditions LLP" are used interchangeably to refer to the service provider and its digital assets.

**2.3 The Guest:** "Guest," "Traveller," "Client," and "Passenger" refer to any individual or entity browsing the platform or booking a travel service. These terms encompass all members of a traveling group, including minors under the care of the primary booker.

**2.4 The Platform:** "Website" and "Platform" collectively refer to the jackscompass.com domain, any associated mobile applications, and official communication channels used for transaction fulfillment.

**2.5 Headings:** Clause headings are included for convenience of reference only and do not affect the legal interpretation of the provisions contained within

## 3. Operational Definitions

**3.1 The Entity & Platform: Jack's Compass (JC):** A brand name and digital storefront operated by **Workhorse Expeditions LLP**.

**Website/Platform:** Refers to jackscompass.com, including all sub-pages, mobile applications, and official digital itineraries.

**Brochure/Itinerary:** Any digital or printed document (E-brochure, PDF, Email, or WhatsApp) containing tour details and pricing.

**3.2 Travel Packages: Scope:** Refers to any Domestic, International, or Inbound journey sold via the Platform.

**Curation:** While the Company specializes in curating family and adventure packages, it may also facilitate services designed or fulfilled by third-party Destination Management Companies (DMCs).

**Categories:** Includes **FIT** (Free Independent Travel), **GIT** (Group Inclusive Tour), **MICE** (Meetings, Incentives, Conferences, Exhibitions), and **Special/Promotional Packages**.

**3.3 Service Providers (DMC):** Refers to the third-party Destination Management Companies or individual service providers (Airlines, Hotels, Transport, etc.) that possess the requisite licenses to execute the Travel Package.

**3.4 Pricing & Payments: Package Price:** The base amount quoted on the Platform. **Taxes, Surcharges, and TCS** are payable over and above this price.

**Surcharge:** Additional fees necessitated by peak season demand (e.g., Diwali, Christmas, Summer), special events, or government-mandated tax hikes.

**3.5 Age Classifications: Child:** A Guest between 2 and 11 years of age.

**Infant:** A Guest under 2 years of age. *(Note: Final interpretation may vary based on specific Airline or Hotel policies.)*

**3.6 Accommodation & Meals: Extra Bed:** Typically refers to an additional roll-on mattress provided in a twin/double room.

**Meals:** Pre-set menus (Breakfast, Lunch, Dinner) as specified in the itinerary. **Jain Meals** (no onion/garlic) must be requested at the time of booking.

**3.7 Documentation & VISA: VISA:** A conditional authorization for territory entry. The Company is **not a VISA facilitator**; granting or rejection is the sole prerogative of the respective government authorities.

**3.8 Cancellation & Refunds: Cancellation Charge:** A fee borne by the Guest upon canceling a booking for any reason.

**Refund:** The remaining sum returned to the Guest after deducting applicable cancellation charges and non-refundable taxes (TCS).

**Future Package Voucher (FPV):** A credit issued by a service provider for future use on the Platform within a specified validity period.

**3.9 Force Majeure:** Refers to any event beyond the Company's control, including but not limited to: Acts of God (earthquakes, floods, landslides), political unrest, strikes, epidemics/pandemics, war, or sudden changes in government legal requirements.

**3.10 Legal & Interpretive: Gender/Number:** Terms used in the singular include the plural, and masculine terms include the feminine.

**Jurisdiction:** All legal matters are subject to the exclusive jurisdiction of the **Courts and Forums in Mumbai, India**.

## 4. Booking Protocols and Guest Obligations

**4.1 Execution of Contract: Binding Agreement:** A contract is executed when a Guest enquires, provides consent for booking, and makes the initial registration payment.

**Authority:** Any individual booking on behalf of others (family or groups) is deemed to have the legal authority to bind all members of that party to these Terms and Conditions.

**Eligibility:** Guests must be at least 18 years of age to initiate a booking. The Company reserves the right to decline or cancel any booking without assigning a reason.

**4.2 Information Accuracy:** All bookings are processed based on the information provided by the Guest. Any costs or losses incurred due to incorrect data (names, ages, or contact details) provided at the time of booking shall be borne solely by the Guest.

**4.3 Digital Account Security:** Guests are responsible for maintaining the confidentiality of their Platform login credentials. The Company is not liable for any loss arising from unauthorized account access. Guests must immediately notify the Company of any suspected security breaches.

**4.4 Communication Standards:** Official communication is conducted via Email, WhatsApp, SMS, or Telecall using the contact details provided by the Guest. The Company is not liable for non-receipt of messages due to network failures or incorrect contact information. The Guest shall indemnify the Company against any regulatory actions (e.g., TRAI) arising from incorrect data submission.

**4.5 Physical and Mental Fitness: Implied Fitness:** Booking a package implies that the Guest is physically and mentally fit for the specific destination and terrain.

**High-Altitude Advisory:** Itineraries involving high-altitude locations (e.g., Ladakh, Spiti, North Sikkim) pose physiological challenges regardless of age. Guests with pre-existing conditions, seniors, and minors must obtain a professional medical clearance before booking.

**Operational Rights:** The Company or its service providers reserve the right to discontinue a Guest's participation if their medical condition is deemed a risk to themselves or the group. All emergency medical expenses incurred during a tour are the sole responsibility of the Guest.

**4.6 Health Mandates and Pregnancy: Regulatory Compliance:** Guests must comply with all state or country-mandated health requirements (Vaccinations, RT-PCR, or Health Declarations). Failure to present required documentation at checkpoints is the Guest's sole responsibility.

**Pregnancy:** Travel during pregnancy is not recommended due to the lack of specialized neonatal or prenatal facilities in remote tour sectors. Guests choosing to travel during pregnancy assume all associated medical and logistical risks

## 5. Package Pricing, Payments, and Statutory Taxes

**5.1 Facilitation and Payment Processing:** Jack's Compass (the "Company") acts as a travel operator. In this capacity, the Company receives payments from Guests for travel packages and remits necessary portions of these funds to the respective Destination Management Companies (DMCs), hotels, or individual service providers to secure all components of the travel itinerary.

**5.2 Payment Methods:** In support of digital transaction standards, payments must be made via **NEFT, RTGS, IMPS, or authorized UPI platforms** (BHIM, PhonePe, Google Pay, etc.). Cash payments in INR are not accepted. Any convenience fees or gateway charges levied by third-party payment processors are the sole responsibility of the Guest and are payable over and above the package price.

**5.3 Dynamic Pricing:** Package prices are dynamic and subject to change based on airline tariffs, hotel availability, fuel surcharges, and foreign exchange fluctuations. The Company is not liable for price variations between Guests booking the same itinerary at different intervals.

**5.4 Full Payment Requirement:** To ensure the availability of services at the quoted cost, the Company requires **100% payment at the time of booking**. A booking is only considered finalized, and the official Booking Voucher issued, once the total package cost has been reconciled.

**5.5 Non-Refundable Components:** A minimum of **5% of the total package price** is strictly non-refundable and interest-free, representing operational and administrative expenses incurred at the time of booking.

### 5.6 Statutory Taxes (GST & TCS):

**GST:** A mandatory Goods and Services Tax (currently 5%) is applicable to all packages and is payable over and above the quoted price.

**TCS (International Travel):** In compliance with the **Finance Act**, Tax Collected at Source (TCS) is mandatory for all international travel packages. The rate (2%, 5% or 10%) is determined by the Guest's PAN, Aadhaar, and ITR filing status.

**TCS Remittance:** Once collected and remitted to the Government of India, **TCS is non-refundable** by the Company or the DMC. Guests must claim this amount through their annual Income Tax Returns (Form 26AS).

**5.7 Receipt and Documentation:** The Company shall issue the final payment receipt only upon the successful reconciliation of 100% of the total package cost. The issuance of this receipt serves as the formal acknowledgement of the completed transaction. While the Company provides the primary financial documentation, specific service vouchers or invoices from third-party vendors (Airlines, Hotels, or DMCs) may be shared separately as part of the final travel kit.

**5.8 Financial Security:** Guests must not share sensitive information—including Credit/Debit card numbers, CVV, OTP, or passwords—with any representative of the Company. The Company is not liable for any financial loss resulting from the Guest's disclosure of such confidential data.

**5.9 Availability Constraints:** Certain itinerary components (e.g., specialized permits, specific cable car tickets, or premium room categories) are subject to real-time availability. If a specific service is sold out at the time of booking, the Company's liability is limited to the refund of that specific component, subject to the service provider's policy.

## 6. Inclusions and Exclusions

**6.1 General Inclusions:** Travel packages curated or facilitated by the Company generally include the following components, as specifically outlined in the individual Guest itinerary:

- **Accommodation:** As per the category and duration selected.
- **Transport & Transfers:** Surface or air transport as specified in the booking.
- **Meals:** Pre-set menus (Breakfast/Lunch/Dinner) as indicated in the itinerary.
- **Sightseeing:** Guided tours or entry to specific attractions as listed.

**6.2 General Exclusions:** Unless explicitly mentioned as an inclusion in the Booking Voucher, the following items are excluded from the package price:

- **Visa Fees:** Standard processing fees for Indian Nationals (excluding "Gratis" or Visas-on-Arrival), unless otherwise stated.
- **Personal Expenses:** Laundry, portage, telephone charges, shopping, beverages, and additional mineral water or food outside pre-set menus.
- **Activity Fees:** Adventure sports, optional excursions, and unplanned sightseeing entry fees.
- **Statutory & Regulatory Hikes:** Any mid-term increases in government taxes, fuel surcharges, airfare, or visa fees.
- **Logistical Deviations:** Transport to/from reporting points, excess luggage charges, and costs related to air ticket deviations.
- **Insurance & Protection:** Travel Insurance, tips, gratuities, and any kind of alcoholic beverages.
- **Unforeseen Costs:** Expenses arising from tour discontinuation, flight cancellations, or Force Majeure events.

**6.3 Finality of Itinerary:** The lists provided in Section 6.1 and 6.2 are illustrative. The definitive scope of services for any booking is governed strictly by the specific **Inclusions and Exclusions** section of the final Booking Voucher issued by the Company.

## 7. Payment Options and Financial Liability

**7.1 Authorized Channels:** The Company accepts payments via **NEFT, RTGS, IMPS, or authorized UPI platforms** (including but not limited to BHIM, PhonePe, Google Pay, and PayTM). While the Company may introduce third-party payment gateways in the future, any additional transaction fees, convenience charges, or processing costs associated with specific payment methods are the sole responsibility of the Guest.

**7.2 Third-Party Service Liability:** The Company does not operate as a financial institution or payment service provider. Consequently, the Company shall not be held liable for any disputes, technical failures, unauthorized transactions, or delays arising in connection with the Guest's bank or the payment method supplier.

**7.3 Reconciliation and Refunds:** All bookings are subject to the successful reconciliation of funds in the Company's designated accounts. In the event of a package cancellation, the Company shall apply cancellation charges as per the **Cancellation and Refund Policy**. Any eligible refund will be processed back to the original source of payment or via a verified bank transfer, as determined by the Company.

## 8. Pricing Adjustments, Discounts, and Promotional Benefits

**8.1 Discretionary Incentives:** The Company may, at its sole discretion, offer financial incentives in the form of discounts, savings, or promotional benefits. The criteria for such incentives—including but not limited to booking dates, age groups, group size, payment milestones, or specific package categories—are defined and controlled exclusively by the Company.

**8.2 Validity and Withdrawal:** All promotional offers are subject to availability and are valid for a limited duration as specified in the marketing campaign. The Company reserves the right to amend, suspend, or withdraw any discount or benefit at any time without prior notice or assigning a reason.

**8.3 Compliance with Offer Terms:** To avail of any discount or promotional benefit, the Guest must strictly fulfill all associated conditions. Failure to comply with the specific terms of an offer will result in the immediate withdrawal of the discount. In such cases, the package will be re-priced at the standard rate, and the Guest shall be liable to pay the resulting balance.

**8.4 Complimentary Services:** The provision of any complimentary item or service (e.g., room upgrades, specialized kits, or added excursions) is subject to the discretion of the Company or its service providers. Such items are provided on an "as-available" basis and do not constitute a core contractual obligation.

**8.5 Non-Encashability:** Promotional benefits and discounts are supported by the Company's marketing allocations and hold no independent cash value. They are non-transferable, non-encashable, and non-refundable under any circumstances

## 9. Documentation, Compliance, and Statutory Clearances

**9.1 General Responsibility:** The Guest bears sole responsibility for holding and carrying valid travel documents, including but not limited to: original government-issued photo ID, passports, visas, air tickets, insurance certificates, and medical/legal clearances. Failure to produce valid documentation at any point of the journey (Airports, Checkposts, or Borders) resulting in denial of entry or services is the Guest's sole liability.

### 9.2 Identification Standards:

**Domestic Travel:** Guests must carry original physical ID (Aadhar Card, Voter ID, Driving License, or Passport). Digital copies or mobile screenshots are often rejected by authorities in restricted sectors (e.g., Ladakh, Sikkim, or Safari Parks).

**International Travel:** All Guests, including infants, must possess a machine-readable passport valid for at least 180 days from the scheduled return date. Passports must be in good physical condition; damaged, tampered, or handwritten passports are not accepted.

### 9.3 Visa Provisions:

**Facilitation Disclaimer:** The Company is not a visa facilitator. The issuance, delay, or rejection of a visa is the exclusive prerogative of the respective Consulate/Embassy. Rejection of a visa does not entitle the Guest to a waiver of cancellation charges.

**Accuracy:** Guests must verify all details on their issued visa (name, validity, entry type). Any discrepancies must be reported to the issuing authority immediately.

**Extended Processing:** Guests associated with high-security institutions or defense forces must initiate bookings early to account for extended government vetting periods.

### 9.4 Travel Insurance:

**Mandatory Requirement:** Travel Insurance is mandatory for international tours and highly recommended for domestic overlanding.

**Coverage & Claims:** Insurance typically covers baggage loss, flight delays, and emergency hospitalization within specific limits. Pre-existing conditions are generally excluded. In the event of an incident, the Guest must notify the insurance provider within 24 hours to initiate a claim.

### 9.5 Special Categories (NRIs, Foreign Nationals, & Minors):

**NRIs/Foreign Nationals:** Must declare their status at the time of booking. Compliance with Indian visa laws and specialized regional permits (OCI/PIO) is the Guest's responsibility. Additional fees or taxes may apply as per government regulations.

**Minors (Under 18):** To comply with international child protection laws, minors traveling with one parent or a legal guardian must carry a notarized Letter of Consent from the non-traveling parent(s).

**9.6 Immigration Authority:** A valid visa does not guarantee entry. The right to grant or deny entry, or to deport a traveler, rests solely with the Immigration Authorities of the respective territory. The Company is not liable for any losses, missed itinerary portions, or expenses arising from immigration-related detentions or deportations.

## **10. Travel Itineraries and Operational Deviations**

**10.1 Itinerary Accuracy:** The Company and its service providers (DMCs) endeavor to adhere to the published itinerary. However, all itineraries are based on information available at the time of booking and are subject to change due to state regulations, transport schedules, hotel availability, or local sightseeing restrictions.

**10.2 Right to Alter:** The Company reserves the right to amend, alter, or reroute the itinerary before departure or while on tour. Such changes may be necessitated by Force Majeure events, weather conditions, traffic, overbooking of third-party services, or the closure of attractions. Guests will be notified of significant changes via the registered contact details.

**10.3 Guest Liability for Unforeseen Costs:** Any additional expenses incurred due to unscheduled itinerary changes—including but not limited to extra accommodation, specialized transport, or rerouting necessitated by landslides, strikes, or flight cancellations—are the sole responsibility of the Guest and must be settled as per actuals.

**10.4 Alternative Sightseeing and Refunds: Substitutions:** If a primary sightseeing attraction or activity is inaccessible, the Company will attempt to provide an alternative experience.

**Refund Limitation:** If an alternative cannot be arranged, any applicable refund for the unutilized service is subject to recovery from the local vendor. The Company does not guarantee a refund for services missed due to factors beyond its control. Any approved refunds will be processed in INR only.

**10.5 Specialized Transport:** Services involving helicopters, seaplanes, cruises, or ferries are strictly subject to weather conditions, local permissions, and technical availability. The Company is not liable for operational deficiencies or cancellations of these specific modes of transport.

**10.6 Force Majeure and Mishaps:** Any mishap, political movement, or "Act of God" that results in a deviation from the original program does not entitle the Guest to compensation or damages. The Company's role in such scenarios is limited to logistical facilitation and safety management.

## **11. Joining and Leaving Protocols**

**11.1 Schedule Verification:** The Guest is responsible for verifying all tour particulars—including dates, reporting times, locations, and flight schedules—with the Company or the designated service provider prior to making independent travel arrangements. It is strongly recommended that Guests purchase refundable or flexible air tickets to accommodate potential schedule adjustments.

**11.2 Mandatory Documentation Sharing:** To ensure seamless coordination, Guests must provide the Company with copies of their confirmed air tickets, valid visas, and travel insurance certificates no later than seven (7) days prior to the tour departure date.

**11.3 Reporting and Local Coordination:** The Guest must provide valid local contact details (including roaming-enabled numbers) to the Company. It is the Guest's responsibility to be aware of the designated reporting point and the contact information of the assigned local representative. The Company is not liable for any delays or missed services resulting from the Guest's failure to arrive at the reporting point at the scheduled time.

## **12. Baggage, Personal Belongings, and Statutory Restrictions**

**12.1 Guest Responsibility:** The Guest bears sole responsibility for the safety and security of their personal baggage and valuables at all times. This includes, but is not limited to: mobile devices, cameras, laptops, jewelry, travel documents (passports/visas/tickets), and currency. The Company recommends traveling light and utilizing digital payment systems (Forex cards, e-wallets) to minimize risk.

**12.2 Liability Disclaimer:** The Company and its service providers (DMCs) are not liable for any loss, theft, damage, or accidental destruction of personal belongings occurring during flights, coach travel, hotel stays, or at sightseeing locations, regardless of the cause.

**12.3 Claims and Incident Reporting:** In the event of loss or theft, the Guest is responsible for filing necessary complaints with local authorities (Police, Airlines, or Hotel Management) and maintaining all follow-ups. Any claims for compensation must be addressed directly to the third-party service provider (e.g., the Airline or Insurance Company). The Company is not liable for the adequacy of any settlement or the rejection of claims by insurers.

**12.4 Regulatory Compliance:** The Guest must strictly adhere to customs, immigration, and airline regulations regarding restricted items and currency limits. The Company is not responsible for any detention, missed flights, or tour curtailments resulting from the Guest's possession of restricted objects, excess currency, or the misplacement of travel documents. All additional expenses arising from such incidents are the sole responsibility of the Guest.

## **13. Road Travel and Vehicular Conduct**

**13.1 Vehicle Allocation:** The Company or its service providers (DMCs) determine the mode of transport (e.g., Coaches, Tempo Travellers, SUVs, or Jeeps) based on the itinerary, group size, and local terrain. Vehicle configurations and air-conditioning status are subject to change due to operational requirements or regional availability at the Company's discretion.

**13.2 Regional Constraints (Ladakh, Sikkim, North-East, and Islands):** In sensitive or difficult terrains, smaller vehicles (e.g., Innova, Scorpio, or similar) are utilized. Due to limited fleet availability and local union regulations, vehicle models may vary daily. Upgrades in these sectors are generally not feasible. Vehicles are provided for scheduled transit and sightseeing only and are not "at disposal" for independent Guest use.

**13.3 Punctuality and Group Dynamics:** The Guest must strictly adhere to the daily reporting times. Delays caused by a Guest's failure to report on time may result in missed sightseeing or disrupted itineraries; the Company is not liable for such omissions or any resulting additional costs.

**13.4 Conduct and Hygiene: Vehicle Care:** Guests must maintain the cleanliness of the vehicle. Any damage to the interior or exterior caused by a Guest must be compensated to the transport provider immediately.

**On-Board Policies:** To ensure safety and comfort, "No Smoking," "No Alcohol," and "No Eating" policies may be strictly enforced by the driver or the Company.

**Public Facilities:** Guests are advised to carry small change for "Pay & Use" toilet facilities available during road transit.

**13.5 Mechanical Failure and Road Conditions:** In the event of a mechanical failure (including air-conditioning malfunction), the Company will endeavor to provide a solution at the earliest. However, the Company is not liable for compensation for such failures or for missed sightseeing caused by traffic jams, landslides, road closures, or public demonstrations.

**13.6 Professional Respect:** Drivers and local transport leads are essential to tour operations. Guests are expected to treat transport staff with professional respect and acknowledge statutory driving hour limits and rest periods.

## **14. Cruise and Rail Travel**

**14.1 Cabin and Class Specifications:** Pricing for cruise or rail-inclusive packages is based on specific categories (e.g., Interior Stateroom, Ocean-view Cabin, or AC Chair Car/Sleeper Berth) as detailed in the itinerary. Requests for upgrades to Balcony Cabins, Suites, or higher Rail Classes are subject to availability and the payment of additional costs by the Guest.

**14.2 Independent Shore Excursions:** While certain shore excursions may be included in the travel package, any optional facilities, premium dining, or independent tours booked on-board are the sole financial responsibility of the Guest and must be settled directly with the cruise operator.

**14.3 Punctuality and Port of Call:** Maritime and railway schedules are strictly fixed. The Company is not liable if a Guest misses a scheduled departure. In such events, the Guest is responsible for all costs and logistics required to reach the next "Port of Call" or the subsequent rail station to rejoin the tour.

**14.4 Gratuities and On-Board Policies:** Guests must adhere to the statutory tipping and service charge policies of the cruise line. These charges are often mandatory and may be billed directly to the Guest's on-board account.

**14.5 Third-Party Terms:** Cruise and Rail companies are independent entities. By booking a package inclusive of these services, the Guest agrees to abide by the specific Terms and Conditions of the respective carrier (e.g., IRCTC, Royal Caribbean, etc.) in addition to the Company's Terms.

**14.6 Operational Discretion:** The Company is not responsible for any technical delays, rerouting, or service deficiencies initiated by the cruise or rail operator. Any compensation for such deviations must be sought directly from the carrier.

## 15. Cancellation and Refund Policy

**15.1 General Provisions:** The Company initiates service bookings immediately upon receipt of payment. Because these services (Airlines, Hotels, DMCs) are often non-refundable or pre-paid, any cancellation by the Guest will attract charges as specified below. These charges account for both direct costs and the Company's operational expenses.

**15.2 Cancellation Procedure:** All cancellation requests must be submitted in writing via email from the Guest's registered email ID to [contact@jackscompass.com](mailto:contact@jackscompass.com). The date of receipt of this email shall be deemed the official Date of Cancellation.

**15.3 Cancellation Scale (Personal Reasons):** If a Guest cancels a travel package for any personal reason (illness, leave rejection, family emergency, etc.), the following retention scale applies to the **Total Package Price**:

- **30 Days or more prior to departure:** 90% Refund (10% Retention).
- **15 to 29 Days prior to departure:** 50% Refund (50% Retention).
- **Less than 15 Days prior to departure:** 0% Refund (100% Retention).
- **Note:** Any non-refundable statutory taxes (TCS), non-refundable airline tickets, or convenience fees are excluded from the refund calculation and are forfeited in full.

**15.4 Force Majeure and Uncontrollable Factors:** If the Company is compelled to postpone or reschedule a tour due to Force Majeure (natural calamities, political unrest, pandemics, or government orders):

- **No Cash Refunds:** No full or partial cash refunds will be applicable.
- **Credit/Rescheduling:** Guests will be provided the option to reschedule to a future date. Any price difference for the future date must be borne by the Guest.
- **Service Provider Constraints:** If third-party associates (Hotels/Airlines) do not honor the rescheduling request, actual cancellation charges from those providers will apply.

**15.5 Deemed Cancellation (No-Show & Non-Payment):**

- **No-Show:** Failure to arrive at the designated reporting point on Day 1 is treated as a "No-Show." This results in 100% forfeiture of the package price.
- **Discontinuation:** If a Guest terminates the tour prematurely for any reason, no refund is applicable for the unutilized portion of the itinerary.

**15.6 Transfer of Package:** Any request to transfer from one package or destination to another is treated as a cancellation of the original booking. Prevailing cancellation charges will apply, and the new package will be booked at current market rates.

**15.7 Refund Processing:**

- **Timeline:** Eligible refunds will be processed within **30 working days** from the date of cancellation confirmation.
- **Mode:** All refunds are paid in **Indian Rupees (INR)** via NEFT or RTGS only, regardless of the original currency of payment.

- **Non-Refundables:** Convenience charges for credit/debit card payments and **TCS (Tax Collected at Source)** are strictly non-refundable once remitted to the government.

**15.8 Right of Admission and Termination:** The Company reserves the right to terminate the tour of any Guest who fails to maintain decorum or creates a nuisance for co-travelers or staff. In such events, the Guest must arrange their own return travel; no refund or compensation shall be provided.

## **16. Accommodation Protocols and Standards**

**16.1 Categorization and Availability:** Accommodation types (Hotels, Resorts, Tents, Houseboats, or Camps) are determined by the specific package selected. Suggested property names are subject to availability; the Company reserves the right to provide alternative lodging of a similar category based on regional capacity. Hotel loyalty points or membership rewards cannot be earned or redeemed on Company-facilitated bookings.

### **16.2 Room Configuration and Assignments:**

- **Standard:** Rooms are generally twin or double-bedded. Triple occupancy is typically accommodated via an extra roll-on mattress on the floor.
- **Single Occupancy:** Single rooms may be smaller in size or located in different sectors of the property.
- **Discretion:** Room assignments (floor, view, or wing) are at the sole discretion of the hotel management. Upgrades to suites or specific views are subject to real-time availability and additional charges payable directly to the property.

**16.3 Check-In/Check-Out Policy:** Standard check-in is **3:00 PM** and check-out is **10:00 AM**. Early arrivals or late departures are subject to hotel availability and may incur additional fees. The Company often schedules sightseeing prior to check-in to accommodate these timings. Guests may be required to provide a credit card or cash security deposit upon check-in for incidental charges.

**16.4 Family Occupancy:** For safety and comfort, a maximum of three (3) individuals is recommended per room. Families of four are advised to book two rooms, as many international and domestic properties strictly prohibit four adults in a single room due to fire safety regulations.

### **16.5 Property Damage and Facilities:**

- **Liability:** Any damage caused to the room or hotel property by a Guest must be settled immediately before check-out. The Company is not liable for such costs.
- **Amenities:** Access to Wi-Fi, mini-bars, laundry, and spa facilities varies by property and may incur extra charges. The Company is not responsible for service deficiencies or unprofessional behavior of third-party hotel staff.

### **16.6 Sustainability and Natural Surroundings:**

- **Resource Conservation:** In alignment with global sustainability practices, Guests are expected to comply with local restrictions on water, electricity, and air-conditioning usage.
- **Natural Environments:** In specialized lodging (Tents, Safari Lodges, or Beach Resorts), sightings of insects, birds, or small animals are inevitable due to the natural surroundings.

Such occurrences are inherent to the destination and do not constitute a deficiency in service or hygiene.

## **17. Food and Dining Protocols**

**17.1 Meal Plans:** Meals are provided strictly as specified in the itinerary, denoted as **B** (Breakfast), **L** (Lunch), and **D** (Dinner). These consist of pre-set menus featuring Indian cuisine (typically comprising dal, rice, roti, seasonal vegetables, a non-vegetarian option, and dessert), occasionally supplemented by local or international dishes depending on the destination.

### **17.2 Specialized Dietary Requirements:**

**Jain Meals:** Requests for Jain meals (prepared without onion or garlic) must be submitted at the time of booking. These are served during standard Lunch and Dinner hours and may not necessarily align with sunset timings.

**Baby Meals:** Basic provisions such as milk, plain dal, and rice may be available. However, Guests traveling with infants are strongly advised to carry their own specific baby food and supplies.

**Personal Provision:** Guests are encouraged to carry dry snacks for personal consumption between scheduled meal times.

**17.3 Service Delivery:** Depending on the logistical requirements of the itinerary—particularly during long transit days or overlanding sectors—packed meals may be served in lieu of seated buffet or table service.

**17.4 Forfeiture of Meals:** The Company does not provide substitutions, credits, or financial compensation for any meals missed by the Guest due to late arrivals, personal preferences, or elective absence from the group schedule.

**17.5 Quality and Hygiene Disclaimer:** While the Company selects reputable restaurants and catering partners, it does not exercise direct control over their daily kitchen operations, hygiene standards, or sanitation facilities. The Company is not liable for deficiencies in food quality or service provided by these independent establishments.

## **18. Shopping and Personal Commercial Transactions**

**18.1 Guest Autonomy:** Shopping is a discretionary personal activity. The Guest is encouraged to shop responsibly and must independently verify the price, quality, and authenticity of any items purchased. The Company does not recommend, endorse, or promote specific vendors, shops, or commercial galleries.

**18.2 No Commercial Liability:** The Company and its service providers (DMCs) are not responsible for the quality, quantity, or warranty of any products purchased during the tour. Any transaction at souvenir shops, flagship stores, or local markets—even those located within or near scheduled sightseeing points—is strictly between the Guest and the vendor.

**18.3 Statutory and Logistical Compliance:** The Guest bears sole responsibility for understanding and fulfilling requirements related to:

**Tax and Duty:** VAT refunds, customs duties, and import regulations of the destination or home country.

**Logistics:** Excess baggage fees, courier charges, shipping insurance, and freight for large or fragile items.

**Restricted Goods:** Adherence to international and domestic laws regarding the transport of restricted or prohibited materials.

## 19. Gift Vouchers

**19.1 Issuance Status:** As of the current operational period, the Company does not issue, sell, or redeem gift vouchers or travel gift certificates. Any promotional credits or discretionary discounts provided are subject to the specific terms outlined in **Section 8 (Pricing Adjustments and Discounts)** and hold no independent cash value.

## 20. Health, Safety, and Fitness for Participation

**20.1 Physical and Mental Fitness:** The Guest is responsible for ensuring they are mentally and physically fit for the specific demands of the selected itinerary. Given the nature of certain travel packages—which may involve high altitudes, rough terrain, extensive walking, uneven surfaces, and hill climbs—the Company strongly recommends that Guests consult a physician prior to booking.

**20.2 Medical Assistance and Liability:** In the event of a medical emergency, the Company or its service providers (DMCs) will facilitate access to local doctors or hospitals. All expenses related to medical consultations, treatment, medication, and hospitalization are the sole financial responsibility of the Guest. The Company does not provide medical insurance; Guests are mandatory required to hold valid travel insurance as per **Section 9.4**.

**20.3 Outdoor and Adventure Activities:** Participation in any included or optional adventure activities is at the Guest's own risk. The Guest must verify their fitness for such activities. The Company is not liable for any injury, accident, or mishap resulting from participation in physically demanding or high-risk excursions.

**20.4 Accessibility and Special Assistance: Differently Abled Guests:** Guests with mobility or health constraints must verify the accessibility of the destination with the Company prior to booking. Such Guests must be accompanied by a family member or caregiver capable of providing necessary assistance.

- **Additional Services:** Requests for wheelchairs, airport assistance, or specialized caretakers are subject to availability at the destination and will incur additional charges payable by the Guest.

**20.5 Operational Precaution:** While the safety of the group is a priority, the Company reserves the right to restrict a Guest's participation in specific portions of the itinerary if their health condition is deemed to pose a risk to themselves or the operational safety of the tour.

## **21. Guest Responsibilities and Assumption of Risk**

**21.1 Accuracy of Information:** The Guest is solely responsible for the authenticity and accuracy of all data provided (Name as per Passport/Aadhar, Age, PAN, and Contact Details). The Company relies on this data for statutory filings (TCS), insurance, and bookings. Any financial loss or booking cancellation resulting from incorrect data is the Guest's sole liability. Discrepancies must be reported to [contact@jackscompass.com](mailto:contact@jackscompass.com) within 24 hours of booking.

**21.2 Code of Conduct and Decorum:** Guests must maintain appropriate decorum. Any abusive, aggressive, or harmful behavior toward co-travelers, staff, or local citizens will result in immediate termination from the tour. In such cases, the Company is not liable for any refund, return logistics, or compensation.

**21.3 Statutory Compliance:** Possession of illegal or restricted items (narcotics, weapons, or prohibited materials) is strictly forbidden. Any violation will lead to immediate discontinuation of services and handover to local law enforcement.

### **21.4 Property and Punctuality:**

- **Damage Liability:** Any damage to third-party property (Hotels, Aircraft, Vehicles, or Sightseeing Attractions) caused by the Guest must be settled immediately by the Guest.
- **Timelines:** The Guest must adhere to all scheduled reporting times. The Company is not liable for missed sightseeing or services due to Guest delays.

**21.5 Assumption of Natural and Operational Risk:** By booking a package, the Guest acknowledges and voluntarily accepts the inherent risks associated with travel, including but not limited to:

- **Terrain & Environment:** Navigating undeveloped roads, narrow ghats, high altitudes with low oxygen levels, and remote areas with limited medical infrastructure.
- **External Forces:** Forces of nature, political unrest, animal interactions, and varying standards of local sanitation or safety.
- **Medical Emergencies:** Risks associated with delayed evacuation in geographically isolated regions.

**21.6 Indemnity and Waiver:** The Guest agrees to indemnify the Company, its partners, and personnel against any claims for bodily injury, emotional trauma, property loss, or death, however caused, during the course of the tour. This agreement is binding upon the Guest's heirs, assigns, and legal representatives.

**21.7 Financial Preparedness:** Guests are responsible for carrying adequate funds (via Forex cards or cash) for personal expenses, tipping, shopping, and unforeseen emergencies or Force Majeure situations.

## **22. Liabilities and Operational Scope of the Company**

**22.1 Role as Facilitator:** The Company operates as a facilitator and aggregator of travel services provided by various independent Destination Management Companies (DMCs) and third-party vendors (Airlines, Hotels, Transporters, and Caterers). The Company does not exercise direct control over the daily operations, staff conduct, or service delivery of these independent entities.

**22.2 Limitation of Liability:** The Company shall not be held liable for any compensation, damages, or refunds arising from:

- **Service Deficiencies:** Operational inefficiencies, errors, omissions, breaches of contract, or negligence on the part of any third-party service provider.
- **Medical Emergencies:** The provision or adequacy of medical care rendered in the event of an accident or health emergency.
- **Celebrity/Dignitary Absence:** The inability of any advertised personality or specialized lead to join a tour due to unforeseen circumstances.

**22.3 Errors and Omissions (Pricing):** The Company reserves the right to correct any clerical or human errors in package pricing, even after a booking is confirmed. In such events, the Guest will be re-invoiced at the corrected rate. If the Guest disagrees with the corrected price and withdraws the booking within 48 hours of notification, a full refund of the advance paid will be processed within 30 working days.

**22.4 Force Majeure Gestures:** Any assistance or "gesture of courtesy" extended by the Company to minimize Guest loss during a Force Majeure event is provided on a purely voluntary basis. Such actions do not constitute an admission of liability or a waiver of the terms outlined in this agreement.

**22.5 Exclusion of Consequential Loss:** The Company's liability is strictly limited to the contractual value of the travel package. The Company is not liable for any indirect or consequential losses incurred by the Guest in a personal or professional capacity, including but not limited to loss of employment, business opportunities, contracts, or professional income resulting from tour delays or cancellations.

**22.6 Finality of Cancellation Policy:** Any withdrawal from a travel package, regardless of the underlying reason, remains subject to the **Cancellation and Refund Policy**

## 23. Digital Infrastructure and Website Usage

**23.1 Information Accuracy and Currency:** The content on the Company's website is provided for general information in English. While the Company makes every effort to ensure accuracy, it provides no warranties or guarantees—expressed or implied—that the content is complete, accurate, or up-to-date. Website data is valid only at the moment of download and is subject to change without prior notice.

**23.2 Visual and Geographical Representations: Maps:** All maps displayed on the website or promotional materials are indicative, not to scale, and intended for reference only.

- **Imagery:** Photographs and descriptions of hotels, attractions, and landscapes represent conditions at the time of publication. Actual conditions during the tour may differ due to seasonal changes, renovations, or local developments.

**23.3 User Accounts and Security:** Guests who register on the portal are responsible for maintaining the confidentiality of their unique login credentials. The Company must be notified immediately at [contact@jackscompass.com](mailto:contact@jackscompass.com) regarding any suspected unauthorized access. The Company reserves the right to disable accounts or deny access if misuse is observed, without prior notification.

**23.4 Intellectual Property:** All website content—including itineraries, text, logos, designs, and layouts—is the exclusive property of the Company. Guests are strictly prohibited from copying, modifying, selling, or transmitting any material for commercial or public purposes. The Company is not responsible for the copyright compliance of content specifically uploaded by independent third-party DMCs.

**23.5 Third-Party Links and Services:** The website may contain links to third-party products or services. Accessing these links is voluntary and does not imply endorsement or sponsorship by the Company. Guests must independently review the Privacy Policies and Terms of these third parties; the Company is not liable for any loss or damage resulting from the use of external sites.

**23.6 Cyber Security and System Integrity: Malicious Activity:** Tampering with the website via viruses, Trojans, or unauthorized server access is a criminal offense. Any such breach will result in the immediate termination of access and the initiation of legal proceedings under the **Information Technology Act**.

- **Maintenance:** The Company reserves the right to suspend website access for maintenance or improvements at its sole discretion.
- **Guest Protection:** While reasonable attempts are made to exclude malware, the Company does not guarantee a virus-free environment. Guests are responsible for maintaining appropriate protective software on their own devices.

## 24. Intellectual Property and Browsing License

**24.1 Ownership and Material Rights:** The Guest acknowledges that all copyrights, designs, database rights, trademarks, patents, and all other intellectual property relating to the website and its content are the sole and absolute property of the Company. No right, license, or interest in the Company's intellectual property is granted to the Guest through the use of the website or the booking of a travel package.

**24.2 Commercial Restrictions:** The Guest is strictly prohibited from modifying, copying, distributing, transmitting, publishing, transferring, or selling any website content. Furthermore, the use of the website or its materials for any commercial purpose—including advertising, revenue-generating activities, or unauthorized professional use—is expressly forbidden.

**24.3 Limited Browsing License: Permitted Use:** The Guest is granted a limited, non-exclusive license to access, download, and print accessible website pages solely for personal use as a traveler.

- **Termination:** This license is provided for the purpose of trip planning and information gathering. The Company reserves the right to terminate this access immediately and without notice if any misuse or unauthorized commercial exploitation is observed

## 25. Trademarks and Brand Identity

**25.1 Proprietary Ownership:** All names, logos, symbols, slogans, trademarks, service marks, and creative assets displayed on the website, within promotional materials, or at physical sales offices are the exclusive intellectual property of the Company. These assets are protected under applicable national and international intellectual property laws.

**25.2 Prohibited Use:** No part of the Company's brand identity may be reproduced, copied, or utilized—either independently or in conjunction with other trademarks—in any manner that is likely to cause confusion, mislead the public, or dilute the brand's distinctiveness.

**25.3 Licensing and Consent:** Access to the Company's services or digital platforms does not grant any Guest, partner, or third party a license, right, or authority to utilize the Company's trademarks. Any use of these assets requires prior, express written consent from the Company.

**25.4 Legal Enforcement:** Any unauthorized use or infringement of the Company's trademarks will be considered a violation of applicable laws and will result in immediate legal action, including but not limited to injunctive relief and claims for damages

## **26. Privacy, Data Usage, and Confidentiality**

**26.1 Collection and Utilization of Personal Data:** The Guest acknowledges that the collection of personal information—including names, ages, contact details, government IDs (Aadhar/PAN/Passport), and sensitive data (medical history, dietary preferences, or religious requirements)—is a mechanical necessity for processing travel arrangements.

**26.2 Authorized Disclosures:** The Company is authorized to share the Guest's personal data with third-party service providers, including but not limited to: DMCs, Consulates, Airlines, Hoteliers, and statutory authorities (Customs/Immigration). In limited group-tour scenarios, essential details may be shared with co-travelers to facilitate logistics.

**26.3 Content and Media Consent:** By participating in a travel package, the Guest grants the Company a perpetual, royalty-free license to utilize the following for promotional, marketing, and informational purposes across any media platform (including YouTube and social media):

- Testimonials, emails, and feedback provided by the Guest.
- Photographs, video clips, and audio recordings captured during the tour.
- Social media posts tagged to the Company's official handles.

**26.4 Communications and Marketing:** The Guest consents to receive transactional and promotional communications—including tour updates, new launches, and festive greetings—via SMS, Email, WhatsApp, and phone calls.

**26.5 Legal and Statutory Disclosure:** The Company reserves the right to disclose personal information when required by law, court order, or formal inquiry by any government or statutory authority.

**26.6 Proprietary Confidentiality:** All data concerning the Company's operations, employees, partners, and DMCs remains the exclusive property of the Company. The Guest shall maintain the confidentiality of such information, except where disclosure is required for the immediate proceedings of the tour or by legal mandate

## 27. General Terms, Jurisdiction, and Dispute Resolution

**27.1 Amendments to Terms:** The Company reserves the right to revise these Terms and Conditions at any time without prior notice. The latest version published on the website overrides all previous communications. Continued use of the Company's services following such updates constitutes absolute acceptance of the revised Terms.

**27.2 Sole Authority:** No employee, partner, or agent of the Company has the authority to vary, add, or waive any stipulation of these Terms unless executed in writing by an authorized signatory of the Company. Any verbal assurance provided by staff or agents shall hold no legal consequence.

**27.3 Grievance Redressal and Timelines: In-Tour Issues:** Any operational concerns during a tour must be reported immediately to the local DMC lead or via [contact@jackscompass.com](mailto:contact@jackscompass.com) (+91 9594976595) to allow for rectification.

- **Post-Tour Claims:** Any unresolved disputes must be submitted in writing within **10 days** of tour completion. The Company will not entertain any claims, complaints, or refund requests submitted more than **30 days** after the tour's conclusion.

**27.4 Pre-Litigation Protocol:** Before initiating legal proceedings, both parties agree to attempt a good-faith informal resolution. A written notice of dispute must be sent to the Company's registered office (details below). If the dispute remains unresolved after **60 days** of such notice, the parties may proceed to mediation or legal action.

**27.5 Governing Law and Jurisdiction:** This Agreement is governed by the laws of India. All disputes, claims, or legal proceedings pertaining to the Company's services are subject to the exclusive jurisdiction of the **Courts of Mumbai, India** only.

**27.6 Arbitration:** Any unresolved dispute shall be referred to an Arbitral Tribunal consisting of a sole Arbitrator appointed by mutual consent. The arbitration shall be conducted in English, the venue shall be **Mumbai**, and costs shall be shared equally between both parties.

**27.7 Indemnification and Waiver: Guest Liability:** The Guest agrees to indemnify and hold the Company harmless against all suits, claims, damages, or legal expenses (including attorney fees) arising from the Guest's actions or participation in the tour.

- **Successful Defense:** Should any legal action instituted by a Guest against the Company prove unsuccessful, the Guest shall reimburse the Company for the full amount of legal costs and attorney fees incurred.

**27.8 Disclaimer of Warranties:** All services are provided on an "as-is" and "as-available" basis. The Company makes no warranties regarding the uninterrupted, error-free, or secure nature of third-party services (Airlines, Hotels, DMCs). Participation in any tour is at the Guest's own risk.

**27.9 Registered Address for Legal Correspondence: JacksCompass.com™ / Workhorse Expeditions LLP** > 707, 7th Floor, Tulip D4, Wadhwa Wise City, Old Mumbai Pune Highway, Bhargarwadi, Navi Mumbai, Maharashtra, India. Pin: 410206.

## Contact Us

**Official Communication Channels:** For any inquiries, formal complaints, payment issues, or refund requests pertaining to a Travel Package or these Terms and Conditions, the Guest must utilize the following official channels:

- **Email:** [contact@jackscompass.com](mailto:contact@jackscompass.com)
- **Phone:** +91 95949 76595
- **Registered Office Address:** > **JacksCompass.com™ / Workhorse Expeditions LLP**

707, 7th Floor, Tulip D4, Wadhwa Wise City, Old Mumbai Pune Highway, Bhangarwadi, Navi Mumbai, Maharashtra, India. Pin: 410206.

**28.2 Response Protocol:** To ensure a prompt resolution, all correspondence must include the specific Travel Package Code or Reference Number along with all relevant supporting documentation