

India Tours and Travels

Our Travel & Tour Policy

The policy terms mentioned in this document cover only the Tours organized and operated by **India Tours and Travels** with its registered office at 117, 1st Floor Sushant Plaza, A-Block, Sushant Lok – I, Gurgaon, India - 122002.

Travel Documents : All valid travel documents including Visa and Insurance are responsibility of customers and are mandatory.

Insurance and Travel Advisory : Travel insurance is mandatory and has to be executed by the customer prior to the commencement of tour. Under no circumstances India Tours and Travels shall be responsible for inadequacy.

It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are traveling.

India Tours and Travels organizes and operates tours in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those normally expected by our patrons, hence a degree of flexibility and an understanding that the itinerary, accommodation and modes of transport may be changed without notice due to circumstances beyond the control of India Tours and Travels is expected.

All customers are advised to obtain information and travel advisories from their respective governments regarding the tours operated by India Tours and Travels especially those in remote or unstable regions, or regions with dangerous wildlife, involve a risk of injury, psychological trauma, disease, loss or damage to property, inconvenience and discomfort.

India Tours and Travels responsibilities

India Tours and Travels is responsible to you for the proper performance of our obligations under the contract whether those obligations are provided directly by us, or by third-party service providers engaged by us and acting within the proper course of their employment and we will provide these services with reasonable skill and care.

We are liable to you for any damage caused to you by our failure to perform the contract or by our improper performance of the contract, unless that failure is

- a) attributable to you;
- b) attributable to a third party unconnected with the provision of services to you;
- c) due to unusual and unforeseeable circumstances beyond India Tours and Travels control that could not have been avoided even if all due care had been taken;
- d) due to an event which even with all due care India Tours and Travels could not foresee or forestall.

Please Note : India Tours and Travels will not accept responsible or liable for any passenger who contravenes any law or regulation of any country visited.

Where India Tours and Travels is found liable for damages for failing to carry out the contract, except in cases involving death, injury or illness the maximum amount of such damages, for compensation and loss of enjoyment will be limited to the basic tour price shown on the invoice.

Where the damages relate to the provision of transport by air, sea, rail or road, or hotel accommodation, any compensation payable will be further limited by the rules governing the actual service provider for travel or any such statute or regulation as may from time to time amend or supersede any of the above, for example The Montreal Convention, signed under the aegis of International Civil Aviation Organisation (ICAO) in 1999, establishes rules concerning compensation for the victims of air disasters.

Copies of the conditions of carriage and any conventions that may apply are available on request.

Any independent arrangements that you make that are not part of the our tour package are entirely at your own risk.

Should you or any member of your party by misadventure suffer illness, injury or death during the period of your tour from an activity which does not form part of the arrangements made by us, we shall at our sole discretion give you every assistance including advice, guidance and any other assistance as may deem necessary.

Booking

To book any tour you must send India Tours and Travels a refundable deposit equivalent to 10% of the total value of the package. The refund concerning this amount is subjected to our Refund / Cancellation policy. Acceptance of your booking will be confirmed in writing to you or your travel agent and a contract comes into existence on the date shown on that letter or email. The booking conditions are binding when your booking is confirmed in writing to you or your travel agent.

The tour charges have to be paid as per following schedule : 10% of the total package cost at the time of booking, 50% before 30 days of the commencement of the tour and balance 40%, 15 days before the commencement of the tour.

If you do not pay the balance by the due date your booking will be cancelled.

Please note that credit card payments are subject to extra charges of up to 2.00%+Service Tax as applicable on date.

Not included in the tour price

Airfares, visas and passport fees, airport taxes, additional hotel accommodation, laundry, postage, drinks, medical expenses, travel insurance, telephone calls, gratuities to staff and crew.

Unforeseen circumstances and Acts of God

This means (without restriction) any event which India Tours and Travels could not, even with all due care, foresee or avoid. This covers events such as, but not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and all similar events beyond our control. In such conditions India Tours and Travels will not accept liability, and reserves the right to change and cancel trips.

Cancellation by You

If you cancel your booking, rail, land and air cancellation fees apply. Notification of cancellation must be made to India Tours and Travels by letter or email. The date when written confirmation of cancellation is received by India Tours and Travels will determine the charges applicable.

Days before departure	Charge applicable
More than 60 days	Complete refund of the amount paid
Between 30 and 59 days	Loss of 40% of amount paid
Between 15 and 29 days	Loss of 60% of amount paid
Between 7 and 14 days	Loss of 80% of amount paid
Less than 7 Days	Loss of 100% of amount paid

Cancellation fees for air tickets issued by or on behalf of India Tours and Travels will apply as determined by Airline Tariff Regulations and will vary depending on the type of ticket issued. In addition, India Tours and Travels cancellation charges may apply.

Depending on your reason for cancellation, these charges may be recoverable under your insurance policy.

No refunds will be made if you leave a trip for any reason after the commencement of the trip.

If you wish to change your booking in any way, the following fees will apply:

Transfer from one tour to another : The difference in tour package charges will have to be paid.

All requests for changes in tour will have to be made no less than 30 days prior to the commencement of the tour. Amendment requests received by India Tours and Travels within 29 days prior to the original tour schedule date : charges will apply as per cancellation fees.

All bookings are subjected to availability.

Cancellation or change by India Tours and Travels

We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavor to advise you of any changes known at the time of booking.

We plan the arrangements for your tour many months in advance and may occasionally have to make changes, sometimes at short notice, most of which are minor. Flight timings and carriers shown in the brochure are subject to change. A change of carrier will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the tour and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay); a change to a lower standard of accommodation; or a change of departure airport. When a major change occurs, you will have the choice of either accepting the change, or accepting a replacement tour from us of equivalent or closely similar standard and price, or canceling your tour, in which case we shall refund you in full. In all cases, except where a major change arises from circumstances amounting to force majeure or consolidation, we will pay you compensation as appropriate.

Flight notice, flight information, blacklist and air passenger duty

This is a notice required by The Montreal Convention, signed under the aegis of International Civil Aviation Organisation (ICAO) in 1999. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between the carrier(s), us and you. No representation is made by the carrier(s) or us as to the accuracy of the contents of this notice.

Destruction, loss or damage to baggage. The air carrier is liable for destruction, loss or damage to baggage as per respective terms and conditions.

Complaints on baggage. If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

The rules described above are the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

Please check with the airline regarding luggage allowance limits and the maximum allowable single item baggage weight. If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and your airline and you may need to be cleared for travel by the airline which will involve obtaining a Fitness to Fly Certificate from your physician.

Pricing changes

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked.

Dates and itineraries shown for tours are indicative only and subject to change.

Complaints

If you have any complaint about your trip, you must make it known at the earliest opportunity to India Tours and Travels, which will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

You must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should you fail to comply with the above you may have to leave the trip immediately with no right of refund.

Travel insurance

Adequate and valid travel insurance is compulsory for all India Tours and Travels travelers and it is a condition of India Tours and Travels accepting your booking that you will have obtained adequate and valid travel insurance for your booking by the date of departure. Your travel insurance must cover accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. India Tours and Travels also recommends it covers cancellation, curtailment and loss of luggage and personal effects.

Adequate and valid travel insurance is mandatory for all clients while on one of our tours. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives.

You must carry proof of insurance with you and produce it if reasonably requested by India Tours and Travels employees or any other competent authority.

Any claims concerning matters for which you are insured must be directed to your insurers.

Pre-existing medical conditions and age limits

Before making a booking you must advise India Tours and Travels of any pre-existing medical condition, mobility impairment and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a trip and the enjoyment of other trip members. You may be required to provide an assessment of your medical condition from a qualified medical practitioner if requested by India Tours and Travels. If you fail to adequately notify India Tours and Travels of any pre-existing medical conditions and/or disability, India Tours and Travels reserves the right, at its reasonable discretion, to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition, mobility impairment and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other trip members.

Privacy policy

India Tours and Travels Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, including your flight, holiday or insurance, etc., we may

disclose your information to our service providers. In order for you to travel overseas, it may be mandatory (as requested government authorities at the point(s) of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate.

Some of your information (such as health or religion) may be considered "sensitive personal data". We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are traveling with. For example, if your illness at resort is infectious we may need to make special arrangements for you and also ensure that you do not return with the group/tour immediately.

Acceptance of all above conditions is mandatory prior to attending our tours.

We may from time to time contact you with information on offers of services, brochures, new products, forthcoming events or competitions from our holiday divisions and our holiday group companies. Please note that our websites will assume you to agree to e-communications when you make a booking. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. If do not wish to receive such information or would like to change your preference.

Any likeness or image of you secured or taken on any of our holidays may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

Waiving of booking conditions

The Booking Conditions may only be waived or amended by written mutual consent signed by the Proprietor of India Tours and Travels. When you complete the Booking Form you agree to accept all these conditions, and when we accept your booking we agree to carry out our obligations to you as defined in this brochure and other information provided to you.

Jurisdiction

All disputes whatsoever are subjected to Gurgaon jurisdiction.

For India Tours and Travels

Kirit Singh Rathore
Proprietor

Date : 01 September 2011, Gurgaon, India.