

INDUS DISCOVERIES

travel. discover. inspire.

BOOKING TERMS

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CONDITIONS



BOOKING CONDITIONS

The following Booking Conditions together with the General Information contained in our brochures and on our website form the basis of your contract with Indus Discoveries Pvt. Limited. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you.

In these booking conditions, “you” and “your” means all persons named on the booking forms (including anyone who is added or substituted at a later date). “We”, “us” and “our” means Indus Discoveries Private Limited.

1. Making your booking

To make a booking, you must complete our booking form. The signatory to the booking form (“party leader”) must be authorized to make the booking on the basis of these booking conditions by all persons named on the booking form and by their parent or guardian for all party members who are under 18 when the booking is made. The signatory must also be a member of the travelling party. The party leader or the overseas tour operator / travel agent is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

The completed signed booking form must then be sent to us together with the payments referred to in clause 2 below.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your tour operator / travel agent acting on your behalf. Please check this invoice carefully as soon as you receive it. Contact us if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If a particular flight or hotel is not available, we will offer a suitable alternative. If the alternative offered by us is not acceptable to you, we will return the deposit and no booking will arise.

2. Payment

In order to confirm your chosen holiday, a non-refundable deposit of 20% of the total cost of the holiday per person must be paid at the time of booking. If you are booking within 8 weeks of departure full payment for your holiday must be made at the time of booking. Please note; some of our suppliers require payment in full at the time of booking for certain travel arrangements and/or particular ticket types regardless of how far ahead of your holiday you book. If this is the case we will advise you before you make your booking. Generally such payments are non refundable. Please see clause 7 for further details.

The balance of the holiday cost must be received by us no later than 10 weeks before your arrival in India. This date of balance due will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date (including all monies paid or due in respect of arrangements where full payment was required at the time of booking.). If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

3. Contract

Your binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader, tour operator or your travel agent. We both agree that Indian Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under Indian Law or any Arbitration Scheme set up by the Government or our trade association (if the Scheme is available for the claim in question and you wish to use it – see clause 13) or by the Courts of India.

4. The cost of your holiday

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. The prices shown in our tour itineraries are calculated on the basis of then known costs and exchange rates shown in the Guide to World Currencies.

We reserve the right to increase / decrease and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the applicable price at the time of booking.

Subject to correction of errors price increases or decreases after confirmation of your booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. A refund will only be payable if the

decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure. No refund will be payable if any decrease in our costs occurs during this period.

5. Special requests and medical conditions / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavor to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in

considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us of any medical condition or disability which may affect your holiday after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

6. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of **Indian Rupees 1500** per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

7. Cancellation by you

Should you or any member of your

party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable*. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling. The number of days is the period before departure within which written notification of cancellation is received by us

More than 90 days: Deposit only
89 – 70 days: 25%
69 – 28 days: 50%
27 – 15 days: 75%
14 days or less: 100%

*Please note: Where you were required to make payment in full for any arrangements at the time of booking (other than for bookings within 8 weeks of departure) the cancellation charge applicable to those arrangements will be 100% of the cost of those arrangements if you cancel those arrangements at any point after they have been confirmed to you. This will be payable in addition to the applicable cancellation charges due in respect of any other arrangements you also cancel.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy directly from the insurance company concerned.

Where any cancellation reduces

the number of full paying party members below the number on of places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

8. Travel Insurance

Adequate travel insurance is essential. Your travel insurance should cover you for repatriation, holiday disruption, medical expenses abroad and any adventure activity you may wish to do while you are on holiday. You must also ensure that your insurance covers you against foreign office travel advice on any part of your itinerary where restrictions are in place. There are specialist insurance brokers to cover the areas which fall under foreign office advice against travel. It is your responsibility to arrange and maintain suitable travel insurance for the period of travel. We will not be held liable for any costs or compensation due to your failure to arrange sufficient travel insurance.

9. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of circumstances outside our control (see clause 10) or lack of minimum numbers. Please note, our group tours and certain holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason no later than

the balance due date applicable to your holiday.

Most changes are minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the

the original holiday. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel we will as a minimum, where compensation is due, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions.

Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where

(1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or

(2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday

after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

10. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

11. Our Liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against

us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or - the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or - 'force majeure' as defined in clause 10 above.

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in a resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our

contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of India which would have applied had those services been provided in India. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is Rs. 4000.00 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a

lower limitation applies to your claim under clause 11 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention.)

Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. We cannot accept liability for any business losses. You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so).

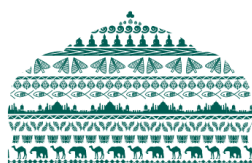
You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred .

12. Complaints

In the unlikely event that you have any reason to complain or experience any problems with your holiday, you must immediately inform our local representative or agent or your Tour Leader (if you have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent/ Tour Leader and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any problem is not resolved to your satisfaction by the supplier, you must then contact our local Associate Office (the address will be on the service voucher). If the complaint is still not resolved please contact us on +91 124 4361906 (or other contact details we have provided you with), giving us full details and a contact number for you. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to your country. Only the party leader should write to us. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

13. Arbitration

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to The Indian Association of Tour Operators (IATO). The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request.



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