

# TERMS & CONDITIONS

Upon signing this agreement, both parties agree to work together on the following terms and conditions

## **Subject of Agreement**

This Agreement determines the relation between both parties, their rights and obligations, list and scope of transactions, key commercial conditions, terms of payment, responsibilities of the parties, validity of agreement and terms of cancellation.

Wherein, FTO / FTA undertakes the responsibility to promote and market tours to Indian subcontinent in its territory, with the aim to send tourists to India, through Tour Studio.

Tour Studio undertakes the responsibility to provide ground handling services in the Indian subcontinent, to such tourists sent by FTO / FTA.

## **HOTEL & AIRLINE**

Tour Studio acts in the capacity of an agent for hotels and airlines in the Indian subcontinent. Our rates are based on the prevailing rates as negotiated by us with hotels and airlines. Hotel prices are based on the meal plans as outlined in the final tour itineraries. Hotel prices remain subject to change till the point of issue of confirmed vouchers in lieu of receipt of payment by the company. Airline fares remain subject to change till the point of issue of ticket in lieu of receipt of payment by the company.

The usual 'Check in' & Check out' time for hotels in India is 12:00 noon. All tour prices are based on the above times unless otherwise indicated in the itinerary.

Hotels / airlines retain the right to modify tariff / rates or terms and conditions at any time at their discretion. We will not be liable for any such changes made by the hotels / airlines.

## **MEALS**

The Company will provide meals as indicated in each tour itinerary.

## **TRANSFERS SIGHTSEEING TOURS & EXCURSIONS**

- Airport and train station transfers include transport and the assistance of our representative who will assist the client in the check-in/check-out process.
- Sightseeing tours and excursions include transport and services of local English speaking guide. Guides speaking other languages are available upon request and are subject to additional charges. Since the services of other language guides may not be available in some cities, sufficient notice is advisable to allow us to reserve the services of the desired language guide. We cannot be held liable, in the event that a desired language guide is not found available.

## **TRAVELLERS REQUIRING SPECIAL ASSISTANCE**

Any differently abled travellers requiring special attention must be reported to us at the time the reservation is made. We will make reasonable attempts to accommodate the special needs of such travellers, but we are not responsible in the event we are unable to do so, nor are we responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Most transportation services, including motorcoaches and other vehicles are not equipped with wheelchair ramps. We regret that we cannot provide individual assistance to a traveller for walking, dining, getting on and off motorcoaches and other vehicles, or other personal needs. A qualified and physically able companion must accompany travellers who need such assistance, and must assume total responsibility for such traveller's well-being.

## **RATES & PAYMENTS**

**Rates:** Due care will be taken to ensure that rates and information provided in the tour itineraries shall be accurate as at the date of finalisation of tour itinerary. However, please note that there could be amendments related to, but not limited to, airline schedule changes, airline and ship fuel surcharges, tax increases and increases in other operational costs. The Company cannot be held responsible for changes that occur outside its control and reserves the right to increase the price of any travel arrangement up to the date of departure. Changes in price may also include adjustments for major, adverse currency exchange rate fluctuations.

**Currency:** All rates for our tours are quoted in US Dollars unless otherwise requested or stated.

**Settlement of Payment:** The Company requires its clients/agents to settle payments as below:

- At the time of confirmation of tour: an amount equal to advance deposits that need to be paid by the Company to other service providers to secure bookings (e.g. air and train tickets, some hotels which may require full advance payment at the time of reservation) + 25% of the balance amount
- Tours operating between 01 Oct – 15 April: At least 12 weeks prior to commencement of tour, outstanding balance amount to be settled to ensure full and final tour payment is received by us
- Tours operating between 16 April – 30 September: At least 8 weeks prior to commencement of tour, outstanding balance amount to be settled to ensure full and final tour payment is received by us (for group tours i.e. more than 7 pax, full and final payment to be settled at least 8 weeks prior to commencement of tour).

## **PAYMENT PROCEDURE**

### **ONLINE CREDIT CARD (MASTER / VISA)**

**PROCESS:** After confirmation of required services:

- We shall send you an online invoice with a LINK for you to access the payment gateway
- When you reach the payment gateway, you will be requested to provide your Credit Card Number, CVV Number, Card Expiry Date, Card Holders Name and click on SUBMIT
- After bank verification, please click PAY.
- Result code will be displayed.

- CAPTURED means payment has been successfully processed
- NOT CAPTURED or BLANK means payment has not been processed and you need to try again. You can try maximum 5 times in one day.

#### **NOTE**

- Online Credit Card payments attract bank transaction charge of **3.5%** of invoice value
- We would require a copy of card holders **(a)** front page of passport **(b)** front side of credit card

#### **WIRE TRANSFER**

##### **PROCESS**

- You may remit payment to our company bank account
- Wire Transfer payments attract bank charges. Please instruct your bank that you will bear bank charge of sending and receiving bank, to ensure that payment is received against 100% invoice value
- It takes 5 - 8 working days for international payments to clear. Please allow sufficient time for transmission of funds. Remittance is deemed received only when it appears in our bank records

#### **AMERICAN EXPRESS (AMEX)**

**PROCESS:** After confirmation of required services:

- We shall send you an AMEX bank application form
- You will be requested to complete the authorization form, sign and return it back to us by scanned copy on email or fax
- We shall submit your completed and signed authorization form to AMEX bank for processing the payment
- It takes 5 – 6 working days for AMEX Card payments to clear. Please allow sufficient time for transmission of funds. Remittance is deemed received only when it appears in our bank records

#### **NOTE**

- AMEX Card payments attract bank transaction charge of **2.25%** of invoice value

- We would require a copy of card holders **(a)** front page of passport **(b)** front & backside of AMEX credit card

### **CANCELLATION POLICY**

In the unfortunate event that the client cancels a tour with us, the client may be liable to pay cancellation charges. The cancellation charges will be dependent on the timing of cancellation with relevance to the tour start date as summarised below:

#### **Cancellation Time**

#### **Cancellation Fees**

60 Days before tour starts

Non refundable deposit\*, if any

60 – 45 Days before tour starts

Non refundable deposit\* + 30% Remaining Land cost

45 - 30 Days before tour starts

Non refundable deposit\* + 30% Remaining Land cost

30 - 15 Days before tour starts

Non refundable deposit\* + 30% Remaining Land cost

15 - 10 Days before tour starts

Non refundable deposit\* + 10% Remaining Land cost

After start of tour

No refund will be issued for unused or partially used services, in case of cancellation at the discretion of the client, after the departure of tour.

\* Non refundable deposit includes all payments demanded upfront by hotels and other suppliers.

Amount of deposit will be determined as per payment guidelines of hotels and other suppliers.

\*\* Above mentioned cancellation charges will be superseded by hotels or other suppliers cancellation terms, as applicable

Cancellation Policy for Domestic Air Sector:

Cancellation charges are dependent on the airlines cancellation policy, which is subject to change with or without notice.

In the event that, at the sole discretion of the Company, it is necessary or advisable for the tour to be cancelled due to such events as outbreak of conflict, government intervention, or withdrawal of traffic rights, the refund of all the moneys received by the Company, pro rata if applicable after departure, shall constitute a full and final settlement by the Company. The operation of the tour program, according to the planned itinerary, is at the sole discretion of the Company, having in mind the welfare of all participants and the safe and prudent operation of the program.

### **LIMITATION OF LIABILITY**

- The Company acts in the capacity of an agent for carriers, keepers of inns, hotels, boarding or lodging houses, restaurants, transport operators, railways, cruises and other service providers. The Company is not liable for any alteration or change of any kind made by any service provider at any time. The client will continue to remain responsible for any increase in charges or amendments made by service providers.
- The Company does not accept any liability of whatever nature for the acts, omissions, default or misrepresentation, whether negligent or otherwise, made by service providers or other third parties. We do

not accept liability in contract or in tort (actionable wrong) for any accident, injury, death, damage, loss, delay, disappointment, stress, frustration, loss of employment, loss of holiday time, additional expenses or inconvenience caused directly or indirectly by force or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action.

- The Company is not liable for cancellations of journeys, deviations, delays or the failure to provide seats or berths or accommodation, in the event that these are not provided by the relevant principal service provider like airlines / trains etc.
- The Company arranges ticket bookings and other reservations only as agents for its clients, who accept the laid out terms and conditions of the carriers, hotels, accommodation providers or other service providers with whom the company may have arrangements for its clients.
- The Company does not provide any guarantee or warranty, expressed or implied, of any kind to the client or to any other person
- The Company is not responsible for theft or loss of clients' valuables or items of personal property.
- The Company is not responsible under any circumstance in case of death or illness of the client.
- The photographs appearing in our brochures, website and your tour itinerary are representational only and we do not guarantee that everything will be exactly as depicted at the location upon arrival.
- The client will not be entitled to any refund if the client fails to follow the instructions of the Company or its representatives. We reserve the right to alter or cancel any services you have purchased and inclusions may vary depending on weather, service provider's arrangements, or other uncertainties, and are subject to change. If we are unable to provide a service comparable to that described in your tour itinerary, we will refund you the difference between the cost of the described service and the value of the substituted service.

## **TRAVEL INSURANCE**

The Company does not provide any travel insurance and recommends its clients to take a comprehensive insurance cover prior to commencement of the tour. We recommend the following categories, which should be included in the insurance plan:

- Trip Cancellation and Interruption: should cover the payments made for non-refundable trips by air and / or land, due to cancellation prior to departure of the tour or due to interruptions during the tour, which may include events like sickness, injury etc.
- Medical Expenses Cover: should cover the cost for physician, hospital charges including medicines for treatment, operation, hospitalization, and emergency services
- Baggage Insurance: should cover purchase of clothing and other accessories, which may be required in the event of baggage delayed, stolen or damaged.
- Trip Delay: should cover meals and lodging expenses in the event that the trip is delayed.

#### **GOVERNING RULE**

The tour proposal as set out in the tour itinerary and the FTO / FTAs acceptance by completion of the registration / booking form or via an acceptance email creates a binding agreement between the Company and the FTO / FTA, subject to the law applicable in the jurisdiction of New Delhi, India.

#### **VALIDITY**

The above stated agreement comes into force from the date of signing of agreement by both parties. This agreement shall remain valid until further notice or amendments are issued by the Company, in writing. Either party may terminate the agreement by giving the other party 3 months notice in writing, through email or other form of written registered communication.