

## Terms & Conditions

Please read these terms and conditions carefully before submitting your booking request. We strongly advise that you retain a copy of these terms and conditions as well as a copy of the booking form for future reference.

### **1) DEFINITIONS**

- a) In these conditions all references to “we,” “us” and “our” refers to Club7 Holidays Ltd.
- b) The terms “you” and “your” refer to the person who enters into a Contract with Club7 Holidays Ltd. for the provision of services.
- c) “Infant” means a person below the age of two years and “Child” refers to a person between the ages of 02-12 years.
- d) “Contractor” / “Supplier” means the supplier of any infrastructural facility and shall include hotel managements, airlines, caterers, restaurants, places of entertainment like theme parks, showrooms, museums, art galleries etc., shipping companies, railway, ferry, cruise, coach who are to provide the services to the client.
- e) Tour means trip, package, holiday, course, or otherwise inclusive arrangement booked by you.
- f) “Tour cost” means the price/cost of the tour mentioned in the booking form / brochures / online and other payments such as taxes, surcharges etc. payable by the client to the Company.
- g) “Brochure” means printed brochure, website, itinerary, leaflets, booklet and price grid.
- h) Written or in writing refers to any correspondence, either by mail or post, between you and Club7 Holiday Ltd. or by notification on the relevant brochure.

### **2) BROCHURE / WEBSITE ACCURACY DISCLAIMER**

- a) All the inputs in the brochure and website have been done with the available information at the time of publication. However, we are not responsible for any printing or typing mistakes.
- b) As the brochure may have been printed much earlier than your booking we reserve all the right to change any information from the brochure / website.
- c) We reserve the complete right to change any brochure / website information before or after your booking the tour, due to unavoidable circumstances. We therefore ask you to confirm the current information by contacting us.
- d) Some the itinerary routing may have changed; the products and services displayed may have changed. The photos of meals / sightseeing / properties etc. are for reference only and may differ from the actual. The distance between places and temperatures are approximate and can change depending on travel, road conditions and climatic changes.
- e) Hotels may have to be booked on the outskirts of the city, far from the central place.

### **3) CHANGES IN THE ITINERARY**

a) We reserve the right to alter, amend, change or modify the tour package and itineraries before or during the tour. We will make reasonable efforts to notify you promptly of such changes / events sufficiently in advance during booking or prior to departure of the tour. If such changes / events occur during the tour, our tour professional or local representative will inform you of the changes during the tour, and we solicit your full cooperation in accepting such circumstantial changes. Therefore, no grievance regarding any itinerary / service change which we are constrained to make will be entertained from the clients during or after the tour.

b) Please note that promotional offers may have different terms and conditions which will be in addition to these terms and conditions and the requirements of the booking deposits, payments, deadlines and mode of payment may be defined in such promotions which will be over and above these terms and conditions.

c) Changes may be necessitated due to factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sports event, weather conditions, traffic problems, overbooking of hotels or flights, cancellation or rerouting of flights or railway, closure of / restricted entry at a place of sightseeing, etc. Generally, we try to avoid dates when big Fairs, Exhibitions, Olympics, etc. and other events are held in certain cities since hotels are fully booked several months ahead. If the group travels on such dates, you may have to stay in alternate hotels or hotels in other cities.

d) Due to airline's requirements the points of entry and exit in a country may change. We may operate more than one coach per departure date and might, for convenience, reverse the direction or amend the itinerary.

e) Change in itinerary may also be required or necessitated on account of actions, inactions, defaults or condition of tour clients in the group.

f) We shall not be liable to refund any amount, pay any compensation / damages on account of any change in itinerary. In case the alternate arrangements made are materially superior as compared to the ones described in the brochure, we may charge extra for the same at the time of booking or during the course of the tour.

### **4) BOOKING A TOUR**

a) Please read carefully and understand the contents of the Tour Brochure / website itinerary the 'Terms and Conditions', Price Grid and such other documents as may be applicable, as all these will form part of your contract with us.

b) We may require you to sign the Booking form and such other documents as we may deem fit including (without limitation) the "Terms and Conditions," rules and Price Grid.

c) Upon executing the booking documents and on payment of the prescribed non-refundable interest-free booking amount, a binding contract shall come into existence.

d) We advise you to ensure, before making a booking, that you have and/or you will be able to provide all the required valid and genuine documents and your professional qualifications to enable you to apply for visas, insurance, etc.

e) In the event you are booking through us a tour or travel service of any third party operators, the terms and conditions of such third party operators, including their payment schedule, cancellation, refund etc. shall be applicable to you in addition to these Terms & Conditions.

f) In case of one or more but not all tour clients named in the Booking Form sign the booking documents, it shall be deemed that the signatories have been duly authorized by all such tour clients to sign on their behalf assuming full responsibility and accordingly it shall be deemed that all such tour clients have signed the booking documents.

g) Where clients are booking through a travel agent, if such travel agent signs the booking documents, it shall be deemed that such signature is for and on behalf of all the tour clients named in the booking form assuming full responsibility. It shall be deemed and construed that all such tour clients have duly authorized the said travel agent to sign the booking documents on their behalf.

h) Please note that there is no contract between the Company and the tour clients until the booking documents are signed and received by us and the Company has also received the specified non-refundable, interest-free booking amount.

i) The full payment must be received in accordance with the prescribed payment schedule. If not paid in accordance with said schedule, the Company reserves the right to cancel the booking with consequent forfeiture of booking amount and apply a scale of cancellation charges as mentioned in the brochure.

j) Any payment that, you make to your Travel Agent would not constitute payment to the Company until the same is remitted to the account of the Company.

k) The company shall not be responsible if the guests are unable to travel on tour booked by them because either they could not get their visa in time or due to an error on the part of the embassy / consulate, an incorrect visa is issued to them, then in such case the cancellation charges as mentioned in the clause of CANCELLATIONS will apply. Please note that for the purpose of ascertaining the applicable cancellation charges, the cancellation would be deemed to have been made on the date the company receives written intimation of visa rejection from the guest.

i) Please note that guest other than bonafide booked guest, are not to be allowed on tour by any booked guest and they are not allowed to use any of the services of the tour.

## **5) CANCELLATIONS**

a) We reserve the right to revise or cancel the tour booked by you, without conveying any reason. Such revisions or cancellations may be due to circumstances beyond our control. In such cases, we will offer you alternative tour dates / tours, or you would have the option of traveling as individual travelers, not as part of the original group tour. If the alternative tour / date is not acceptable or you do not wish to travel as individual travelers, we would refund the money paid by you without interest after deducting any costs incurred by us on your behalf, within a period of 45 days from the date of revision or

cancellation. However, we would not be responsible or liable to pay any reimbursement or damages or substantial loss or to refund any other expense incurred by you, if you cancel the booking.

b) If you wish to cancel your booking, you must inform us in writing. Such notification shall be deemed to have been given to us only on the date of the receipt of your email / letter since we can act only on receipt. Any claims must however be made direct to your insurance company.

c) The following cancellation charges shall apply irrespective of the reason for cancellation. You understand and acknowledge that these charges are a genuine pre-estimate of the damages that we suffer on account of cancellation. You understand that these damages are called liquidated damages in legal language, which are payable without proof of actual damages. You agree not to dispute such deductions or to demand proof of actual damages.

i. After registration and up to 46 days or before departure the tour is under cancellation - booking deposit will be forfeited in case tour canceled.

ii. 45 - 30 days or more prior to the departure of the tour – cancellation charges will be 50% of the tour cost.

iii. 29- 22 days or more prior to the departure of the tour – cancellation charges will be 75% of the tour cost.

iv. 21 days or less prior to the departure of the tour – 100% of the tour cost will be charged.

v. 'No-show' on the tour – 100% of the tour cost will be applicable.

d) In case of visa rejection, you would be deemed to have canceled on the date of intimation of such rejection. Please see our Visa Guidance section for further details.

e) If you fail to pay the tour costs in time or if you commit any other default in relation to your booking, we may treat such failure or default as a cancellation of the booking by you. In such case, the cancellation charges shall be computed with reference to the date on which we issue you a notice of cancellation.

f) If on your failure of payment or other default, no cancellation is issued by us but your payment or default remains outstanding on the date of departure, the booking shall be deemed to have been canceled by you without any advance notice, incurring the highest cancellation charge. You expressly agree to abide by the foregoing terms and conditions.

g) If you wish to amend or change your booking, you have to communicate your request to us in writing, such requests for change or amendment will be accepted subject to availability.

Please note that:

i. The altered or changed booking will be regarded as a new booking;

ii. An alteration fee of INR 2,500 per person is payable in case of every alteration or change; and

iii. In case the alteration is carried out within the cancellation period, then a cancellation charge will apply as if a cancellation was made on the date the request for alteration or change is made. Please note that the cancellation charges specified in the preceding section of Terms and Conditions shall apply.

h) A request in writing for transfer from one tour to another 45 days prior to the departure shall be treated as cancellation on that tour and a fresh booking on another. In these cases, a transfer fee of INR 5000 per person will be applicable in addition to the costs for re-processing your visas, air tickets, hotels etc. due to the transfer to another tour. In case you transfer within the cancellation period, then the cancellation policy as per Terms and Conditions shall apply.

## **6) REFUND AND R.O.E.**

a) Refunds (if any) for changes and/or cancellations will be paid directly to you for bookings made directly with the company's office. For bookings routed through our Preferred Sales Agent (PSA) or your Travel Agent (TA), the refund will be routed through them. It would take at least 30 working days to process refunds.

b) Refund will not be payable for any unutilized or partially utilized services (e.g. Airline tickets, meals, entrance fees, optional tours, hotels, sightseeing's etc.). The refund for the foreign exchange component of the tour will be refunded in INR only and will be at the current day's rate of exchange of the Company.

c) Third party refund i.e. airlines, cruise, overseas suppliers, etc. could take between 30-90 working days, provided relevant supporting documents are provided to the company.

d) If a tour is canceled by the Company, then all monies will be refunded after taking into consideration the actual expenses incurred for Visas, other services etc.

## **7) OUR EXTENT OF SERVICES**

We are travel and holiday organizers only, Club7 works as an Agent between clients and various service providers. We inspect and select the services to be provided to you. However, we do not own, operate or control any airline, shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan or any other facility or provider, etc. that is engaged to provide you services during the course of your tour. Therefore, please carefully note that:

i. you will need to adhere to the conditions, rules and regulations of each service provider;

ii. if you cause any injury or damage affecting the service provider, then you may be liable to the service provider and if the service provider recovers any monies from us for such injuries or damages, we shall separately charge you for the same;

iii. we cannot be held responsible / liable for any delay, deficiency, injury, death, loss or damage etc. occasioned due to act or default of such service providers, their employees or agents.

## **8) MEALS AND SPECIAL REQUESTS**

a) The menus are pre-set menus provided for meals on the tour. The types of meals are clearly indicated in the brochure. Unlike an airline, we cannot provide a special meal.

b) We **can not** guarantee a special diet to the client, except to the extent mentioned in the brochure and preferred by you. We however reserve the right to change the meal arrangement if circumstances make it necessary to do so.

c) In the event of whatsoever reason, the client misses any meal, breakfast offered to him by the company, then no claim can be made for the meal which has been missed and not utilized.

d) Special requests for room allocation, diet consideration on tour / cruise / flight etc. must be made in writing at the time of booking, but all such requests shall be subject to availability. The Company will not be held responsible for claims of damages or loss if the Company is unable to process such requests due to unavailability.

## **9) ACCOMMODATION**

a) We select hotels which are convenient and comfortable, in order to reduce traveling time and based on sightseeing they may be located away from the city center.

b) Also due to favorable conditions in Europe, most of the hotels do not have air conditioners or fans.

c) All baggage and personal effects are at all times and under all circumstances your responsibility. We will not be responsible or liable in case of loss of such items from the hotel premises / coach / airport/ during travel or at sightseeing venue. Some hotels offer the facility of safe deposit lockers, which can be availed by you at your own cost and risk. The company will not be liable for any loss or theft from the same.

d) Hotels in Europe / USA / Canada / South America have some of the modern facilities e.g. attached toilets with showers / bathtubs are provided and they may / may not have room service facilities.

e) We cannot guarantee the availability of adjoining rooms, interconnecting rooms, non-smoking rooms or rooms on the same floor etc.

f) Since the rooms are comparatively small, we would recommend only 2 persons in one room for your own comfort. Triple rooms are usually no larger than twin rooms and the third bed is often a rollaway cot put in a twin room for the duration of your stay.

g) A double room has either a queen-sized bed or two separate single beds. If you request for a room with a queen-size bed, the same would be provided subject to availability as most of the hotel rooms in Europe are twin-bedded. In case of non-availability of a room with a queen size bed, a room with a twin bed shall be given.

h) The hotels will either be those shown in the itinerary or of the same category. Due to trade fairs, conventions or sports events in the cities the hotels may be sold out for the corresponding dates more

than 02 years in advance. In view of this you may have to stay in hotels further away from the cities and itineraries may have to be altered or amended.

i) Facilities like the mini-bar, pay-per-view television channels, laundry service, telephone etc. are not complimentary and these facilities, if used by the client, have to be paid for directly by the client directly to the hotel and such charges are not included in the tour cost. The client will have to abide by the check-in and check-out times of the hotel.

j) Any damages caused to the hotel rooms / coach / restaurant / sightseeing venue etc. during your tour shall be borne and payable by you, and the company will not be accountable for the same.

k) The Company is not accountable if there is sudden disruption of telephone, internet services and other amenities while staying at the hotels. The Company will also not be responsible for the facilities provided or not provided in the room / bathroom / hotel premises etc. by the hotel or its staff.

l) Actions of the hotel staff does not come under the direct purview of the company and the company will not be responsible for the same.

## **10) VISAS**

a) Please check with the Sales Staff if there is sufficient time to process the visa for the departure date chosen by you.

b) You will be required to submit along with your application a set of documents as mentioned in the documentation checklist given to you at the time of booking.

c) The company would not be responsible in any way for any clerical error regarding names, attachment of wrong photographs, duration, type of visa (single / multiple entry) that may occur in the consulate / embassy.

d) Please note that as it is, entirely at the discretion of the concerned Consulates / Embassy / Authorities to grant / reject your visa and immigration clearance. We shall neither be responsible for non-granting of visa nor liable for any delay, denial or other related act/omission or for any loss, expense, damage or cost resulting to their decision.

e) Further the company shall not be held liable in case of loss of documents given by you to us in support of your visa application as the same are forwarded by us to the concerned consulate / embassy through third parties.

f) In such case we will take our best efforts to trace the lost documents and if still the same are not traceable we will not be responsible in any manner for the same.

g) The cost of processing these visas may or may not be included in your tour price. If you already possess the said visa/s or are doing visa/s on your own, the Company's visa service charge will still be applicable, while only actual visa/s cost will be refunded. Further there will be no refund of visa service charges in respect of visa rejection.

## **11) COACH AND SEATING**

- a) We generally take air-conditioned / air cooled coaches. At times due to weather extremity the air conditioner may not work or may not be very effective. We are not responsible for any malfunction / defect in the coach or even the behavior of the coach captain.
- b) As far as seating is concerned it will be on rotation basis for which our tour professionals will assist you.
- c) Some of the coaches may have the facility of an onboard washroom, which may only be utilized in extreme / emergency conditions **only**.
- d) The Company will not be responsible in any way for lost valuables left behind in the coaches.
- e) The coach drivers are bound by restrictions regarding maximum driving hours per day and per week, and the itineraries are planned according to that. It is necessary that you should follow the timings / itineraries / schedules to make sure that all the services entitled will be provided. If due to any reason the same gets interrupted there will be no responsibility from our side and shall not be liable for any kind of refund.
- f) Please note that smoking, consumption of alcoholic beverages and snacks is strictly prohibited on coaches.
- g) **Damage to the coach in any form from you is payable to the bus company.**

## **12) AIRLINES**

- a) In any situation we are not liable to you or any person for loss of baggage by the airline, failure to provide meal of your choice by the airline, denied boarding despite having confirmed tickets, quality of meals offered by the airlines, flight delay, change in flight schedule / routing or you miss the flight etc.
- b) If in the event that the client is booked on a particular Airline on a particular date and due to certain reasons beyond the control of us, the client is not allowed to board the flight, the client shall not hold us responsible for the same and no claim whatsoever can be made by the client against us.
- c) Airport taxes / Airport Development Fee as applicable to be paid over & above the Tour Cost should there be a rise post the printing of the brochure. All the booking / cancellation / change of the airline ticket and the travel on such airline ticket will be subject to the terms and conditions of respective Airlines and the same may be provided to the client by us upon request, if available.
- d) Every airline has their own set of rules and regulations about the weight restrictions and they keep on changing this regularly. So you are requested to please check the updated baggage rules of the individual airlines. Please check with our sales staff for correct details.
- e) We are not liable, in any way, if you are unable to carry any baggage or if you have to pay any extra-charges due to restrictions imposed by the airline. You shall be liable to pay all such charges directly to the airline. Also, we are not liable for any loss or damage to baggage while it is in the custody of the airline.



f) It may be possible you are booked on a group fare ticket, please note that seat allotment will be made only when you physically report at the airport check-in counter. You are advised to report at the airport check-in counter at least 3 to 4 hours prior to the departure time. Seat allocation is a matter of airlines discretion and availability of seats is not in the control of Club7 Holidays. So we shall not be held responsible if you do not get seats together or do not get your preferred seats.

g) In case you are returning on a later date after the tour ends, the responsibility / liability to re-confirm air tickets 72 hours prior to the departure would be solely yours.

### **13) DEVIATIONS**

a) If you wish to travel in advance i.e., before the published departure date as mentioned in the brochure or like to come back on a later date after the tour ends, there will be an additional charge i.e. Deviation charges and Fare Difference as applicable (subject to availability of seats for the given dates & ticket validity) which will be advised to you by your sales staff /travel agent. Kindly note, the deviation will be actioned only 30 days prior to departure date.

b) The request for deviations should be given in writing to the company at the time of booking as these requests are subject to availability and we are not holding seats for the same.

### **14) PAYMENTS**

a) All payments towards the tour cost must be made by the client to the company in accordance with the procedure and time frame mentioned herein below. All payments made within 15 days prior to the tour departure date will have to be paid in Cash/Demand Draft.

b) The PAN Card copy will be required when payments amounting INR 25,000/- or above are made by cash.

c) Payments made towards the foreign exchange component of your tour will be calculated as per the ROE (rate of exchange) of that given day. The foreign exchange component of the tour cost entitled under one's Basic Travel Quota (BTQ) is mandatory to be availed from the Company. The client is required to pay the total tour cost component in Indian Rupees by way of a demand draft in favor of the Company / Bank. The pre-printed Basic Travel Quota Form has to be duly signed & completed by the client and submitted for request of requisite Foreign Exchange. The Company would forward the said form to the Authorized Dealer / Full Fledged Money Changer to release the amount of required foreign exchange to the Company for the cost of the tour as a part of the Basic Travel Quota of the Client. As per the prevailing guidelines of the Reserve Bank of India, all residents holding Indian passports are entitled to avail a maximum amount of USD 10,000 or its equivalent per person in one calendar year for one or more private / leisure visits under the Basic Travel Quota. All individual travelers holding an Indian Passport are entitled to avail a maximum amount of USD 25,000 or its equivalent per visit while traveling on business. In both the above cases the traveler cannot avail in excess of USD 2,000 or its equivalent by way of cash component.

d) Full payment must be made in accordance with the procedure as mentioned below. In case of non-compliance thereto by the client, the company reserves a right to cancel the tour / booking of the client with subsequent loss of deposit and apply and recover the cancellation charges as mentioned herein.

- e) Payment Procedure: Minimum per person payment to be made by the client:
- i. 60 days or more, prior to the date of departure Booking Deposit / INR 50,000/- per pax.
  - ii. 59 - 45 days prior to the departure of the Tour, 50% of the Total Tour Cost.
  - iii. 44 - 30 days or less prior to departure of the Tour, 100% of the Tour cost.
- f) GST as applicable on the amount paid needs to be collected while taking the second installment.
- g) Rate of exchange will be calculated on the date of final 100% payment collection for Foreign exchange component.

## **15) HEALTH AND INSURANCE**

- a) It shall be the duty of the Traveler to inform the Company in case the Traveler has any medical condition that may affect his ability to enjoy and pursue fully the tour arrangements and wherein the interest of the Group or any member thereof is prejudicially affected. Pace of certain tours might not be suitable to individuals, hence we suggest that individuals may choose tours as per their health conditions.
- b) The Company reserves the right to ask the Traveller to provide written certification of his medical fitness before departure. In the event that a medical condition has not been disclosed the Company will not be liable to provide any assistance or money back.
- c) It is necessary for the Traveller to obtain a valid travel / health insurance prior to the commencement of the tour and the company will not be responsible for the same.
- d) Settlement of any claims from the Insurance Company will be entirely at the discretion of the insurance company.
- e) The tour participant should check the accuracy and correctness of the insurance policy.

## **16) PRIVACY OF INFORMATION**

- a) The information furnished and shared to us by you will be totally treated as confidential and only the necessary information will be shared with airline, hotels and other service providers who will provide the services to you during your tour. However, we may be forced to disclose the information furnished by you, if such disclosure is required by the law or by an order of a court or the rules, regulations or inquiry by any government / statutory agency having regulatory authority over the Company.

## **17) COMMUNICATION:**

- a) Any communication directed at the address or made through/on the contact details such as e-mail id, phone number of the Traveller as disclosed in the "Booking Form" or made to the travel agent through whom the Traveller has made the bookings with the company shall be deemed to have been communicated to and received by the Traveller. The Company shall not be responsible for any error on part of mode of communication or the Travel Agent in this regard.

## **18) SOME OTHER CONDITIONS FOR TRAVEL**

a) Due to Fire Safety Compliance regulation in Europe, 4 guests in 1 room are not allowed in any hotel, therefore 2 adults and 2 children or 3 adults and 1 child will not be accommodated in 1 room. A maximum of 3 persons can be accommodated in a room.

b) Panoramic / Orientation city tour means view from your coach of the sights and monuments as you drive past. No visit to the sights and monuments as you drive past. No visit to the sights/monuments and no photostop might be provided.

c) Any Traveller will have to follow the Tour Program and return to India as per the tour itinerary. There shall be no refund, if the Traveller fails to join the group at the beginning of the tour, or joins the group later or leaves the group before end of the tour. It shall be noted that for all purposes, it shall be the responsibility of the Traveller to reach the place of beginning of the Tour and register with our representative at the said place, date and time.

d) Even if a Traveller is unable to reach the place of beginning of the tour due to any reason whatsoever including loss of baggage or loss of travel documents, his booking shall be treated as "no show" on the tour and 100% cancellation charges will be levied.

e) In case if a Traveller along with his family is compelled to discontinue the tour due to any reason whatsoever including illness, death or loss of passport or any travel documents, no claim shall be entertained for refund of unutilized services.

f) If a Traveller avails pre-tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to join the group for the main tour at the appointed place, or cancels the tour after using the air tickets or pre-tour arrangements or part thereof, it shall be treated as "no show" and there will be no refund whatsoever for the unutilized pre-tour or main tour services.

g) Each of these conditions shall be severable from the other and if any provision be invalid, illegal or unenforceable, the remaining provisions shall nevertheless have full force and effect. No liability on the part of the Company arising in any way out of the Contract in respect of any tour, holiday, excursion facilities shall exceed the total amount paid or agreed to be paid for the tour holiday, and shall in no case include any consequential loss or additional expense whatsoever.

h) The Company, reserves the right to withdraw tour membership from anyone whose behavior is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other passengers and the Company shall be under no liability to any such person. It is hereby declared that the immunities provided under this contract shall be available to the Company's Managers, including Tour Managers, Employees, Servants and Agents but not to the Independent Contractors selected by the Company.

i) The prices quoted in this brochure have been calculated at the rate prevailing at the time of printing of this brochure. The Company reserves the right to amend the prices published in this brochure in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers, hike in the airline/rail charges before the date of departure and to

surcharge accordingly. All such increases in price must be paid for in full before the Departure by the Traveller.

j) If you book with your own travel agent and the booking with that agent includes, but is not limited to Club7 Holidays arrangements, your contract is with your travel agent and Club7 Holidays is simply an agent to your travel agent.

k) In case of publication of any travel scheme offering any discount or benefit by the Company, we shall have the sole right to withdraw such a scheme or discount at any time unless a specific assurance of the contrary is published.

l) The company shall in no circumstances whatsoever be liable to the Traveller for:

i. Any overstay expenses due to delay or changes in bus/air/trains/ship/ or cancellation of special bogie or other services due to sickness, weather conditions, strike, war or any other cause whatsoever.

ii. Sightseeing missed &/or program being canceled after the commencement of the tour & before the due period due to any unavoidable situations which are beyond our control.

iii. Any Loss/Damage of baggage by the Airlines/Hotels/Coach.

m) Initial deposit just ensures only registration / participation on the tour but does not entitle any services like Tickets, Visas, and Hotel Accommodation until full payment has been received.

n) In case of one or more, but not all passengers signing 'Booking Form' it shall be deemed that others have duly authorized concerned signing passengers.

o) We cannot endow with individual aid to any of the tour member for walking, dining, getting on & off from any of the transport vehicle or other personal needs. So it is indispensable that a qualified companion must accompany such traveler who needs such assistance. In the absence thereof, such traveler will be joining the tour on his own risk and consequences.

p) The Traveller must have his / her passport valid for at least 6 months subsequent to such departure.

q) Company solely reserves the right to publish group photographs of the passengers taken during the tour.

r) Distance, temperature & pre / post tour accommodation prices given in the Brochure are approximate & are subject to change.

s) Photo of meals & sightseeing published in the Brochure are only for reference & may change from actual meals served / sights.

t) In case company offers any adventures activities then it is significant to note that all the passengers should enjoy such activity / ride at their own risk as such kind of adventure might be risky at times especially for heart patients, expectant mothers, people with high / low blood pressure etc.

u) The tour will be operated subject to a minimum of 25 / 30 full paying passengers traveling together as mentioned on each itinerary. The services of Club7 Holidays Tour Professional will be provided with a

group of minimum 25 / 30 full paying passengers. Our local representative will be there to assist you in case the above requirement is not fulfilled. When the tour has less than 15 adults and is operated on seat-in-coach basis, there will be instances where the drivers act as a guide as well.

## **19) OTHER TERMS**

a) There is no Contract between us and the Traveller until we have received the initial Booking deposit of INR 50,000/- per pax.

b) The company has the right at any time and for any reason:

i. To terminate this contract after acceptance of deposit but prior to the commencement of Tour without assigning any reason whatsoever. In the event, the company terminates this contract, the company shall refund the amount paid by the Traveller without payment of any interest.

ii. To amend, alter, vary or withdraw any tour, holiday, excursion airline, flight routing or facility or discounts / concessions it has advertised or published or to substitute an Independent Contractor of similar class if it is deemed advisable or necessary. In either case, the company shall not be liable for any damage, additional expense, or consequential loss suffered by the Travellers or for any compensation claims made.

c) No person other than the company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation, term or condition in the brochure.

d) In the event of the company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such tour or holiday has been booked, the Traveller shall have the right:-

i. To continue with the tour or holiday as amended or altered or,

ii. To accept any alternative tour or holiday which the company may offer. In either of these above cases, the traveler shall not be entitled to, or the company shall not be liable to the traveler for any damage, additional expense, consequential loss suffered by him or to pay any amount as refund.

e) To cancel the tour, the cancellation charges as stated herein shall apply and the traveler will be liable to pay to the company such charges.

f) The company shall under no circumstances whatsoever be liable to the Traveller for:

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

ii. Any act, omission, default of Independent Contractor or other person or by any servant or agent, employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the Traveller or for any person traveling with him howsoever caused.

iii. The temporary or permanent loss of or damage to baggage or personal effects howsoever caused. In this condition the expression "Howsoever caused" includes negligence on the part of any person.

g) If the Traveller has any complaint in respect of the services provided by any of the Independent Contractors, the Traveller shall immediately notify the same in writing to the Independent Contractor and a copy thereof should be handed over to the Tour Professional of the company in order to enable the company to take up the matter with the Independent Contractor so that in future other Travellers do not face the same difficulty.

h) Any claim or complaint by the Traveller must be notified to the company in writing within 07 days of the end of their holiday tour. No claim notified to this company beyond this period will be entertained and the company shall incur no liability whatsoever in respect thereof:

i. The tour is subject to RBI / GOI rules & regulations. Part of the tour cost will be paid in EURO/ USD out of your BTQ.

ii. Force Majeure - Unavoidable

i) The Company shall be excused from the performance or punctual performance of any of terms and conditions/services/tour or part thereof as above, if the performance thereof is prevented or delayed by any cause beyond the reasonable control of the company, which shall include acts of God, riots, wars, accidents, embargo, terror attacks, coup strike, natural calamities or requisition (acts of government), or delays/negligence/carelessness in the performance of the independent contractors caused by any such circumstances as referred herein. Any additional cost incurred by the Company, for the services provided to the Traveller, during the Force Majeure event, shall be paid by the Traveller.

j) All dispute/complaints with respect to these terms and conditions, the tour and services shall be subject to the jurisdiction of Courts at Mumbai only.

k) Upon signing the booking form, these terms and conditions shall be binding on both the company and the Traveller and shall become the only basis of relations between the parties and all previous communications in whatsoever form or mode, whether oral or otherwise, with respect to any term or conditions of the tour and services shall stand canceled /revoked/terminated.

On behalf of the persons named in the booking form, I have read and understood the terms and conditions as mentioned herein above and as mentioned in the Brochure.

Name:

Signature:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_