

ANNEXURE "A"

Please read the Terms & Conditions mentioned herein below carefully before signing the document. By signing this document, you signify your agreement to all the Terms & Conditions. If you do not agree to anyone or all of the Terms & Conditions mentioned below, do not sign the agreement. UNIGLOBE Shivani Aviates (the "Company") reserves the right to modify, alter or otherwise update the Terms & Conditions set forth in this document from time to time as it deems fit which modifications, alterations or updates shall automatically be binding on you.

1. Definition and Interpretation

In the Terms & Conditions set forth in this document, unless the context requires otherwise, the following word(s) and term shall have the following meanings attributed to them:

- a) "Booking" means reservation of slot(s) on one or more of the tours organized by the Company
- b) "Booking Amount" means the initial amount paid by the Client to reserve slot(s) on one or more of the tours organized by the Company.
- c) "Brochure" means the printed brochure, Website, itinerary, leaflets, booklets, Tour Cost, Tour Price of the Company.
- d) "Cancellation Policy" means and includes all cancellation charges levied by the Company from time to time, third party cancellation charges, etc. as more particularly described herein below or in any other documents.
- e) "Child" means a person above twenty-three months of age and below the age of twelve years.
- f) "Client" means the person(s) including an Agent / Travel Agent in whose name and/or whose behalf the Booking has been done for the Tour. Alternatively, reference may be made in this document to "Tour Participant", "They", "You", "His", "Her" deem to mean "Client".
- g) "Agent" means any person / organization / sub-agent acting on behalf of our company or the client as a mediator for organizing the Tour.
- h) "Company" means UNIGLOBE Shivani Aviates.
- i) "Contractor/Supplier" means the provider of any infrastructural facility and shall include airlines, caterers, coaches, cruises, ferry, hotels, railways, restaurants, shipping companies, and visa processing agencies, places of any entertainment like theme parks, museums, and art galleries etc. who are to provide the services to the Client.
- j) "Documentation Amount" means the amount paid by the Client towards visa charges, visa assistance charges, visa processing charges, document processing charges and other such documentation charges.
- k) "Tour" means and includes all tours, Air Ticket booking, Visa assistance, Travel insurance, International Sim Card, Rail, Cruises, Hotel Booking, Land transportation, Sightseeing, Arrangement of Meeting, Incentives, Conference, Exhibitions, packages or any other services provided by the Company and as enumerated in the Brochure, Website, WebPages, Flyers, Mailers, newspaper, any form of advertisement, etc.
- l) "Tour Cost" means the cost of the tour mentioned in the Brochure, Website, WebPages, Flyers, Mailers, newspaper, advertisement, booking form, etc. and other payments such as applicable taxes, surcharges, levies, etc. payable by the Client to the Company.
- m) "Infant" means a person of age zero months up to twenty-three months of age.
- n) "We" means the Company. Alternatively, in this document the use of the word "Us" shall also deem to have same meaning as set forth under.
- o) "Web pages" means and includes all pages on the Website
- p) "Website" means own website or any other website linked through own website.

2.Disclaimer

While the Company takes reasonable efforts to include accurate and up-to-date information on its Brochure / Website / Web pages / Flyers / Mailers / other communication means, the Company makes no warranties or representations as to its accuracy. The Company is not liable for any typographical/printing errors. Furthermore, Brochures may be printed several months in advance and the contents may not always be fully updated. We, therefore, request you to confirm the current information including the Tour Cost by contacting us. Moreover, we bring several discounts at various times of the year. Discount information may/may not be mentioned in the Brochure. Please note that the itinerary may have changed. The products and services displayed may have changed. The photos of meals/sightseeing/ properties, etc. provided in Brochure (Website / Web pages / Flyers / Mailers / other communication means are only for reference and may differ from the actual meals | sights | properties. Entry and exit point as mentioned in the itinerary is subject to change at any time depending upon availability of air tickets.

3. Itinerary

The Company reserves the right to alter/modify/amend/change the Tour and/or Itinerary before or during the Tour. We will take 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 manager or local representative will inform you of the changes on the spot and we solicit your full co-operation in accepting such circumstantial changes. Therefore, no grievance regarding any itinerary/service change which we are constrained to make, will be entertained from the Tour Participant during/after the Tour. Please note that promotional offers may have different terms and conditions which will be in addition to these Terms & Conditions and the requirements of the Booking Amount. Documentation Amount, payments, deadlines and mode of payment may be defined in such promotions which will be over and above these Terms & Conditions. Such changes may be necessitated due to factors beyond the control of the Company such as Force Majeure events, strikes, fairs, festivals, sport events, weather conditions, traffic problems, overbooking of hotels/flights, cancellation /rerouting of flights or railways, closure of/ restricted entry to a place of sightseeing etc. Generally, we try to avoid dates when big Fairs, exhibitions and other events are held in certain cities as hotels are fully booked several years ahead, if you have to travel on such dates, you may have to stay in alternate hotels or hotels in other cities. Due to airline's requirements the points of entry and exit in a country may change. We may for convenience reverse the direction or amend the itinerary. Change in itinerary may also be required or necessitated on account of actions, inactions, defaults or condition of Tour Participant (s) in the group.

We will make reasonable efforts to keep the overall package of services unchanged. However, we shall not be liable to refund any amount or 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 / Website / Web pages /Flyers/ Mailers / other communication mediums, we may charge extra for the same at the time of booking or in the course of the Tour.

4. General notice regarding booking

Please read carefully and understand the contents of the Tour, Brochure, itinerary, Terms & Conditions, Tour Cost, Booking, Booking Amount, Documentation Amount, Cancellation Policy and such other documents as may be applicable, as all these will form part of the Client contract with Us once You effect the Booking. To effect the Booking, We may require You to sign the Booking Form and such other documents as We may deem fit Including (without limitation) the 'Terms & Conditions' (collectively 'Booking Documents'), upon executing the Booking Documents and on payment of the prescribed nonrefundable Interest-free booking amount a binding contract shall come into existence. 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 qualifications to enable You to apply for visa, insurance etc. Please note that guests other than tourist are not to be invited on Tour by any tourist and they are not allowed to use any of the services of the Tour.

5. Condition of other third party operators

In the event you are booking through us a tour / travel service of any third party operators like cruise, etc. 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 and Conditions.

6. Some Member(s) may sign booking documents on behalf of a group

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

7. Your Travel Agent can sign the booking documents on your behalf

Where Tour participants 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 Participants named in the Booking Form assuming full responsibility. It shall be deemed and construed that all such tour participants have duly authorized the said travel agent to sign the Booking Documents on their behalf.

8. Contract subject to signature and payments

Please note that there is no contract between the Company and the Tour Participants until the Booking Documents are signed and received by the Company and the Company has also received the specified booking amount. The Full payment must be received in accordance with prescribed payment schedule. If not paid in accordance with the payment schedule the company reserves the right to cancel the booking with consequent forfeiture of Booking Amount and Documentation Amount and apply scale of cancellation charges as mentioned In the Brochure /Website / Web pages/maile or any other document.

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.

9. Cancellation / Amendment by the company

All cancellation will be subject to the prevailing rate of exchange on the date of cancellation. We reserve our right to amend or cancel a tour booked by you, without assigning any reason. Such amendment or cancellation due to circumstances is beyond our control. In such case, we will offer you alternative tour dates/tours or you would have the options of travelling as individual travelers, we would refund the money paid by you without interest after deducting any cost incurred by us on your behalf within a period of sixty days

from the date of amendment or cancellation. However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expenses incurred by you.

Cancellation charges or refund policy may vary from case to case basis depending on the services utilized, period of travel (as bookings during high season may be non-refundable) and conditions of service booked. Client are requested to check with the Company for the cancellation policy of client's bookings and Company will not be responsible for client not being aware of the cancellation policy.

If the tour or any services booked / availed through client is cancelled due to any unavoidable reasons from Company / Company's supplier's side wherein there was no condition of uncertainty of operating such tour or providing service or in violation of the terms and conditions, if any, of the contract, refund will be processed as per company policy. Company shall, however, charge other incidental / communication cost in such case.

All cruise line / tour companies / suppliers have their own cancellation policies. It is the responsibility of the client to acquaint itself with said policy, Should a cancellation become necessary, please inform company immediately in writing and request a written confirmation of agent cancellation. Upon, receipt, Company will follow industry procedures for refund as outlined in the supplier's terms and conditions and subject to their review.

Any amendments shall be as per company's policy. Amendments may attract charges and fees of the suppliers and our services charges.

All communication for cancellation, amendment or refund shall be sent by agent in writing and received by agent during office hours excluding Sundays and holidays as prescribed by Company.

10. Cancellation of Booking by You

Should you wish to cancel your booking, you must notify us in writing. Such notification shall be deemed to have been given to us only on the date of receipt of your letter, since we can act only on receipt.

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 will suffer on account of cancellation. You understand that these damages are called liquidation damages in legal language, which are payable without proof of actual damages. You agree not to dispute such deduction or to demand proof of actual damages. Under the circumstances, you agree not to proceed legally against us unless there is a manifest error from our end.

If you wish to cancel your booking, you need to inform us by any of the following methods, provided that such information should be given on a working day within working hours:

- 1) By email to us on our official email address
OR
- 2) In writing to our official address

If the Booking Documents have been signed by one or more persons for themselves and for others mentioned in the Booking Form, then the communication signed by such signatory(s) would be treated as a valid communication with full responsibility for cancellation for any such person(s) mentioned in the form. Similarly, if your agent seeks cancellation, we will act on the basis that he has been authorized or instructed by you to cancel and shall accordingly effect cancellation.

Cancellation shall take effect only from the time the written request reaches the Company at its office on working days within office time at the details listed above. However, in the following cases you shall be deemed to have cancelled the Tour even if no cancellation notice is issued by you:

i). In case of visa rejection, you would be deemed to have cancelled on the date of intimation of such rejection.

Please see our visa guidelines section for further details.

ii). If you fail to pay the Tour Cost 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 cases, the cancellation charges shall be computed with reference to the date on which we issue you a notice of cancellation.

iii) If on your failure of payment or other default, no notice of 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 cancelled by you without any advance notice, inviting the highest cancellation charge.

iv) You expressly agree to abide by the aforesaid terms and conditions.

11. Amendment of Booking by You

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:

- 1) The amended or changed booking will be regarded as a new booking;
- 2) An amendment fee is payable in case of every amendment or change; and
- 3) In case the amendment is carried out within the cancellation period, then a cancellation charge shall apply as if a cancellation was made on the date the request for amendment or change is made. Please note that the cancellation charges are as specified in the preceding section.

12. Rate of exchange

Please note that the rate of exchange shall be applicable as on the date of making the final payment or otherwise specified. The rate of exchange shall be fixed by us and intimated to you at the time of booking and final payments made by you. Refunds of foreign exchange component of the Tour Cost will be based on our rate of exchange of that date.

13. Air Ticket

Price Quote: Fare prices provided for all client are quoted primarily in INR. Fares and availability are subject to change until ticketed. Prices are guaranteed only at time of purchase. The ticket purchases may be non-refundable and non-transferable. Each ticket must be booked in the client's name as it is precisely displayed on a government issued ID. Changing names on tickets is prohibited. This Company and its agents have endeavored to secure the best possible fare, suitable client travel requirements, based on space available at the time of booking, timing that suits client requirements, accessible sources of information, and knowledge of agents involved. Company cannot guarantee, in view of the deregulation of airline fares, that the fare indicated on the ticket will be the lowest possible fare at departure date. Client may contact us before client's departure if agent wish to recheck any newly introduced fare that may correspond with client specific travel requirements. . PLEASE NOTE that retention of tickets, reservations or bookings after issuance shall constitute acceptance of all the provisions in the conditions listed hereto, as well as those terms and conditions set forth in the announcements and circulars of the tour/package, cruise or service.

Check documents: Client should check documents when they receive them. Client will be solely responsible to hold valid travel documents and statutory clearance, to enable them to travel on the tour such as passport, visas, confirmed air tickets, insurance and medical insurance certificate and other statutory certificates including immigration clearance etc. If the name on the ticket and the client's ID do not match, the client will be required to surrender the ticket and purchase the applicable fare for the departing flight. Children must have parent or legal guardian present at check-in. Individual airlines may have specific requirements for a non-accompanied child to travel.

Check-in requirement: Domestic: 2 hours prior to departure. International: 3 hours prior to departure. Note: Check-In later than these times could result in denied boarding .These conditions may vary for different airports and you are required to check with the concerned authorities for the same.

Overbooking: Airline flights may be overbooked. A person denied boarding on a flight may be entitled to a compensatory payment. The rule for denied will be as per the airlines you are booked with.

Changes or Cancellation: Ticket changes may incur penalties and/or increased fares in addition to any stated change fees. Advance notice is required to change reservations. Airlines may apply substantial fees and additional charges for changes to some non-refundable tickets prior to departure date. After departure date, client's unused airline ticket may have no residual value. If canceling, client should return the unused tickets to us for refund or credit. Most special, excursion, and discount tickets have various travel restrictions and may have a penalty for change or cancellation. The cost of extension, re-issue or revalidation of the ticket or the tour is not included in Tour price. Any such cost incurred shall be paid by the client to Company in cash in the respective currency immediately to arrange for the same.

Airline Schedule change: Airlines reserve the right to cancel or change schedules without notice. Schedules shown are based on expected flying times as indicated by the airlines. Because weather and other factors may affect operating conditions and departures and arrivals cannot be guaranteed and are not the responsibility of Company.

Insurance: Airline and other travel suppliers insurance for baggage have limited liability. Client's personal insurance may not adequately cover losses incurred by cancellation, accident, illness or stolen or damaged property.

Lost tickets: Lost, stolen, or destroyed tickets or PNRs must be paid for until refund is obtained from the issuing airline, subject to an airline imposed service charge.

Airline bankruptcy: Hopefully there may not be any more airline bankruptcies, but it has to be recognized that they might occur. Client should know how they might affect them. If an airline declares bankruptcy, it is not obligated to refund tickets issued before the bankruptcy. The Company is not liable to refund tickets on airlines which have declared bankruptcy.

14. Meal

Please refer to the itinerary in the brochure / Website / confirmation copy / email for details of the meals which would be served to you in the tour. Unlike an airline, we cannot process a special meal, nor can we guarantee a special diet. The same is at the sole discretion of the service provider. We do not assure special meals or special timings or extra halts for infants, children or passengers with diabetes, cholesterol, high blood pressure or other condition. We reserve the right to change the meal arrangement, where

circumstances compel us to do so. Please note that the meals served at the hotels / restaurants / airlines / cruises or during any other services may vary in quality and service. At times service providers may not operate the regular kitchen due to low season and lack of staff. We are not responsible for any lapses in such services.

15. Hotels

The company selects hotels for your stay at locations, which give comfort and value for money. For various reasons, such as reducing the overall traveling time on coach for the following day, the hotels may be chosen away from the city Centre. In certain tour, the hotels chosen may not have a few amenities that would provide to you on other Tours. This may not be due to discretion of the company. For example, for European destinations, unlike other countries, many hotels in Europe do not have air conditioners or fans. Also many of the hotels in Europe may/may not have room service facilities. Similarly on certain Tours to Dubai, you might not have room service facility provided in the hotel. The hotel in Europe can have exceptionally small rooms unlike what you have experienced in other countries. There might be other facilities that may or, may not be present in the hotels that are chosen for your stay. This, in certain cases may be due to the country trend, whether condition etc. Moreover, we cannot guarantee the availability of adjoining rooms/interconnecting rooms /nonsmoking room/room on the same floor etc.

Any damage caused to the hotel rooms or transport during the tour / stay shall be payable by the client. We will not be liable for the same. All settlements will be between the Client and the supplier directly. Hotels rate may or may not include breakfast, any other meals, taxes, transfers and may also be refundable or non-refundable. Client should confirm the hotel inclusions at the time of booking and no claim shall be entertained once bookings are made. Client may also be required to pay additional charges directly to the hotels at the time of check-in due to the policies of various countries / states. When client book the hotels, it is understood that client have checked and verified the category of the hotel and the room from client's side along with the other inclusions of the service and the terms and conditions of the booking.

The check-in-time is usually 2 p.m. and check out time is usually 11 a.m. In Australia, the check in time is 12 noon and the checkout times are 10 a.m. You may have to wait for a few hours till the rooms are cleared. The check -in and check-out timing of the hotels is subject to change from time to time. If you seek a change in roaming while on particular Tour, the same will be subject to availability and you will have to pay additional charges as applicable.

16. VISA guidance services

It is necessary for you to ensure that you have the appropriate passport, which is valid for at least six months subsequent to the schedule date of return from tour to India. For guest travelling to Malaysia, please ensure that the minimum validity of the passport should be at least nine months subsequent to the schedule date of return from the tour to India. Furthermore, you will be required to take the appropriate visas for going on the tour.

We provide you visa guidelines services which we will charge you. Such charges may include not only the actual visa charges and cost incurred but also our service charges. Please note that UK and USA visa will have to be obtained by you directly; however we may assist you in preparing and submitting the visa application based on the document provided by you. Even if you do not get your visa, you will be liable to pay applicable charges. If you already possess a visa or wish to do the visa(s) on your own, you would be entitled only for the refund of actual visa (s) cost and the portion of charges attributable to our services charges will still have to be paid by you.

It is your responsibility to promptly furnish to us all documents required for the application of your visa(s) latest by two months before the departure date. In fact in the current scenario it would be far more prudent to furnish all documents at least four months before the departure date. Given the security concerns and over cautious approach adopted by embassies and consulates, visa processing can take quite long, Please note that we may receive documents submitted late but we are not responsible for rejection or non-receipt of visas due to inadequate or late submissions. You are required to furnish only genuine documentation and may be required to furnish original documentation.

Granting/rejection of visas is the sole discretion of the respective embassy/consulate, we only act as a facilitator for obtaining visas. You may be required to appear personally before embassy/consulate for any interview(s)/providing biometrics. The Company shall under no circumstance be held liable or responsible for rejection of visas and any other incidental or consequential loss, damage, cost or expense. You undertake not to proceed legally against the Company for such rejection of visas, unless there is a manifest error committed by the Company.

We would not be responsible in any manner whatsoever for any clerical error done by the concerned embassy/consulate regarding the name, attachment of wrong photograph, duration and type of visa (single/multiple entry) or passport number. We always use services of reputed courier companies for the purpose of transmission of passports to the embassies/consulates and to our clients in various cities. We will not be responsible for any loss or damage whether direct, indirect, incidental or consequential caused due to transmission delays or loss of passport or documents in the course of transmission of documents by us to the embassy or to you or in the course of transmission of documents by the Embassy/consulate to us. We would however, make best attempts to trace your documents or assist you in obtaining alternative/certified copies of the lost documents.

If you are unable to travel on the tour originally booked by you because either you could not get your visa in time or due to an error of the part of the embassy/consulate, an incorrect visa is issued to you, you shall have the option to postpone. Your tour to any other future date or transfer your tour to any other tour and in such case the amendment fee for shall apply, in addition to cancellation charges. Please note that if the rejection of visa is intimated by the embassy/consulate within the cancellation period specified in the section titled CANCELLATION OF BOOKING BY YOU then the cancellation charges as appearing in that section shall apply. Please further note that for the purpose of ascertaining the applicable cancellation rates, the cancellation would be deemed to have been made on the date we receive intimation of the visa rejection from the consulate / embassy. Should you choose to re-apply

after visa rejection, then you shall do so at your own risk and cost. If the visa is rejected a second time, the applicable cancellation rates shall be based on the date of receipt of intimation of the rejection of second visa application and so the charges shall be much higher than the rates which would have applied on the first rejection. Should we not receive any intimation from the consulate/embassy either accepting or rejecting a visa application before the departure date of your tour, the maximum cancellation charges shall apply. It is made clear that the cancellation charges shall apply in addition to the retention of visa service charges. You expressly agree not to dispute the aforementioned terms.

Company reserves the right to follow the following instructions as given herewith with the Clients while processing the documents for visa. While every effort and reasonable precaution is made to provide accurate and complete dispatch. However, with the documents available, often uploaded within short deadlines, Company cannot guarantee that there will be no errors or visa would be granted. In certain cases, of the aforesaid procedure, Company's officers will hand over the relevant documents to the Agents/Embassy directly through Principal's recognized Courier/Cargo Company. In such cases, neither company's office nor employees shall be responsible for any loss in transit by accident, theft, damage or misplacement of the documents result from negligence, or any other cause by the courier company, in any manner whatsoever. Company does not control nor operate any courier company, neither does it control or operate any facility or service provided by the courier company.

Under such circumstances the applicant fees once received by Company from you will not be refunded under any circumstances, irrespective of whether or not the desired visa is granted by the Embassy/Consulates to the applicant.

The applicant agrees and accepts that Company neither controls the Embassy/ Consulates nor does it control or operate the services provided by them. Hence, Company will not be liable or responsible in any manner whatsoever for the loss or damage of client's documents due to any default on the part of the Embassy/ Consulates of the particular country.

It must be noted that the grant or refusal of the visa is at the sole discretion of the Embassy/Consulates and Company is neither involved in the process nor is liable or responsible in any manner whatsoever for any delay in processing or grant or rejection of the visa application of any applicant by the right to ask for further documentation and to refuse the visa application. Further, Company is also not responsible for any clerical error or mistake made by the Embassy/Consulates while processing the visa. Even after receipt of required visa it is not guarantee that client will be allowed to enter to that country and it will be sole discretion of the immigration department / laws of that country you are travelling to.

Additionally, the client's office authority assume no legal liability for the accuracy, Completeness, or use fullness of any information, product, or process disclosed herein and do not Represent that use of such information, product, or process would not infringe on privately owned rights. Please note that there is no co-relation between the services booked through Company and the Visa assistance provided by Company. Company does not guarantee the approval of visa of any country which may not be accepted altogether or rejected after application. Also, it is to be noted that if the visa is not been processed by the consulate in due time or delay in submission or if the visa is refused by the consulate due to any reason, resulting in cancellation of the trip, Company does not have any liability for cancellation of the trip or any other losses arising out of it. The client will have to bear all the cancellation charges of the said services booked through us. The Visa applicable fees would be forfeited in such case.

The client hereby accepts and confirms that the client and/or his/her representative, prior to submitting the visa application, has read, understood and agreed to be bound by, without limitation or qualification, all of the terms conditions and details provided herein. The documents advised and collected from client for the visa application are as per the standard requirements of the embassy. However, these requirements along with the visa forms, etc. change from time to time and also depend from case to case requirements of the embassy. The Embassy may ask for any additional documents without any prior notice. Client may be required to furnish additional documents in such cases before and after the applicant, if required or asked by the embassy. Client may also be called by the embassy for personal appearance / interview at any time and non-adherence may result in rejection of applicant case.

The visa fees keeps changing from time to time and additional / differential amount will have to be paid by agent in case there is any change of fees between the time agent have paid the amount to principal and at the time of submission of the visa application. It is a mandatory requirement for the clients to have filled the visa form and signature by them. It is deemed that all documents including visa forms submitted for the visa has been seen and verified by client at the time of applying visa and all data in the visa form has been filled with client's consent and approval.

17. Health

Please note that your health is entirely your risk and responsibility. Our tours are suitable for persons of reasonable fitness. They may not suit persons who are medically infirm or who have special needs or requirements whether due to age, medical conditions or otherwise. It shall be your duty to inform us in case you have any medical condition that may affect your ability to fully enjoy our tour arrangements or where the interests of other tour participants may be adversely affected by such condition. We reserve the right (without obligation) to ask You to undergo medical tests and to provide written certification of your medical fitness before departure or at any time during the tour and if You fail to undergo such tests or fail to provide such certificates, We may decline to accept You or to continue You on the tour. Our actions in this regard may be guided not only by concerns for your health but also the convenience and health of the other tour participants.

However, it is not our obligation to check your medical condition and if You suffer any injury or aggravation on the tour or if You are unable to enjoy / complete the whole or any part of the tour due to your medical conditions, We shall not be liable to compensate You nor to refund any amount to You nor to pay your medical expenses. In this regard, please note that service providers such as airlines may decline to accept you on medical grounds. Please carefully read and understand the rules and regulations of the service providers, because we shall not be responsible for the consequences that you may suffer. To some extent, your losses on account of cancellation or curtailment attributable to hospitalization as also your expenses of hospitalization may be covered by insurance.

18. You Will Need To Comply With Tour Conditions

You will have to strictly follow the tour program and comply with the terms and conditions of the various contractors/service providers such as hotels, airlines etc. for fixed departures. You are responsible to register with the representative of the Company at the appointed date, place and time for departure and you would be treated as a no-show if you fail to do so.

You are required to be punctual and adhere to the timelines of the tour and of the contractors/service providers. If you are not punctual, you could miss your flight, your coach, transfers, sightseeing, your meals etc.

You shall not behave in a manner which may cause distress or annoyance to other tour participants or to any other person or which may create the risk of danger or damage to property belonging to us or other tour participants or any other persons. If you misbehave or disturb the decorum of the tour we may have to terminate the tour. In such an event, no refund or compensation will be paid to the tourist and he / she will have to bear and pay the expenses for his/her return travel. You shall not carry any item or object, the possession of which is forbidden by any law, rules or regulations. Nor shall you violate any other law, rule or regulations. Should any tour participant misbehave or violate any law, rules or regulations, we shall have the right to discontinue his participation and exclude him from the tour at his risk, cost and expense. Should we suffer any damage or liability on account of a tour participant's misbehavior, we shall be free to separately charge and recover our losses and expenses from him/ her.

19. Currency and Travel Card

We recommend that you take your Foreign Exchange partly in Cash and Travelers Card. You can also opt to take a Foreign Currency Debit Card which is another safe mode of carrying exchange. You are required to carry sufficient amount of cash during your travel. You are requested to keep all cash and valuable articles in your personal possession during the tour. You can also use the hotel safe deposit lockers or in-room safe lockers. We are not responsible for any loss of cash or any other articles during the tour, whatsoever the reason may be.

20. Communications

Communications transmitted to your mailing address/email address on record shall be deemed to have been, communicated to you even if returned as undeliverable for any reason. All communication from you to the Company has to be in writing, not orally. Where you book directly with us, we will address communications to you at your mailing address and/or e-mail address given in the Booking Form or through any other means. Where you have booked through a travel agent, we will address communication to your travel agent, who made the booking on your behalf and the agent would be responsible for transmitting such communication to you. All monies paid to travel agent shall not constitute payment to us unless deposited by your agent with the company.

21. Additional conditions apply in case of promotions / offers schemes

Please note that in case of special offers, promotions or schemes, the terms and conditions of these offers, promotions or schemes will be applicable in addition to these Terms & Conditions. You might have to adhere to the payment schedule prescribed under such offers, promotions or schemes in order to be eligible to avail benefits under such offers, promotions or schemes. If you fail to make the payment by the due date and / or do not comply with all the terms and conditions of the offer, promotion or scheme, you would not be entitled to receive the benefit under such offer, promotion or scheme. We shall have the absolute right to withdraw any scheme or discount at any time after such scheme or discount is published.

22. Disclaimer of liability

The Company shall not be responsible for breach of contract of any intentional or careless actions or omissions on part of such suppliers, which result in any loss, damage, delay, or injury to client or client's travel companions or group members. Unless the term "guaranteed" is specifically stated in writing on client's tickets, invoice, or reservation itinerary, we do not guarantee any of such suppliers' rates, bookings, reservations, connections, scheduling, or handling of personal effects.

The Company does not own, manage, control, or operate any transportation vehicle, hotel, restaurant, insurance company, tour or sightseeing company or any other service that would fit into the classification of "supplier." As an agent, all related tariffs as well as the terms and conditions are as specified by each "supplier." The acceptance of such coupons, exchange orders, receipts, contracts, and tickets shall be deemed to be consent to the foregoing conditions and also to the further condition that neither the Company nor any of its representatives shall be or become liable or responsible for any losses, injury, or damage to person, property or otherwise in connection with any accommodations, transportation or other services resulting directly or indirectly from any acts of God, including but not limited to dangers incident to the sea, fire, breakdown in machinery or equipment, acts of governments or other authorities, de jure or de facto, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, defaults, delays or cancellations of or changes in itinerary, routing or scheduling from any cause beyond the control of Company or from any loss or damage resulting from insufficient improperly issued passports, visas or other documents and that neither the company nor any of its representatives shall be or become liable or responsible for any additional or liability sustained or incurred as a result of the foregoing causes. This Company is neither responsible nor liable for defaults of "suppliers" or any other person, company or incorporation not directly under its control. In the case of air, ship, rail, automobile, or other form of transportation, the client contract in use by the provider of such transportation, when issued, shall constitute the sole contract between the client and such airline, ship line, railroad, car rental, or other company.

Client shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climactic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside the client's control. Traveler assumes complete and full responsibility for, and hereby releases the Principal from any duty of, checking and verifying any and all passport, visa,

vaccination, or other entry requirements of each destination, and all safety or security conditions at such destinations, during the length of the proposed travel. Client is hereby warned of such risks, and is advised to obtain appropriate insurance coverage against them. Client's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above, and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members. Company will communicate to agent for various purpose including information or requirements related to the services provided to agent through email, phone or personal meetings, records of which may or may not be there. The client thereby accepts that the communication to him / her was genuine as per Company's records and not disputes in this regard shall be acceptable.

Company acts solely as an agent for various suppliers of travel and other services (i.e., cruise lines, tour companies, hotels, airlines, railroads, and/or owners or contractors providing accommodations, transportation and/or other related services), herein referred to as the "supplier". Principal does not own, manage, control, promote, run or operate any transportation or recreational vehicle, motel, hotel, restaurant or any supplier of services. All exchange orders, coupons and tickets are offered subject to the General Information and Terms and Conditions under which such services are provided by the suppliers.

SPECIAL NOTICE: Delays, cancellations and overbooking may occur on air flights, cruises, and land reservations by the participating carriers and suppliers. Company cannot and will not assume responsibility for their or anyone's acts. Company shall not be held liable for potential risks and any and all hazards associated with travel where injury of any type, delays or methods of doing business or substandard or negative conditions or any other adverse conditions have or may occur.

Company shall not be responsible nor assume any liability for any of the following:

1. Any cancellation of services by the supplier of any liability in arranging transportation, hotel and other accommodations. Company is not responsible for any personal injury, illness or property damage or other loss or expenses of any nature whatsoever arising directly or indirectly out of any actions of any person or supplier of services, programs or accommodations. Client are participating in any travel arrangements at client own risk and travel agent assumes no responsibility for disappointments at all or for any death, injury, illness, sickness, disease, natural disaster, injury, loss, delay, accident, expenses or defect that may result from client travel. Travel Insurance is strongly recommended to cover the costs of some of these items. All such losses or expenses will have to be borne by the client, who again is advised to take travel insurance which is available at Company.
2. Any change or modifications by the supplier of itineraries, air carrier, routing, scheduling, departure date, level of accommodations, etc.
3. Fluctuations in fares, rates, surcharges and/or price differentials.
4. Company's sole responsibility is to book your travel and will not be responsible for anything other than booking your travel. All travel is solely the responsibility of the client and not of Principal.