



## Terms and Conditions

**TripMagix** (Company) is engaged in the marketing and sale of international and domestic holiday packages, which are collectively referred to as 'Tours' herein for the sake of brevity and also provide travel related services.

### **SCOPE OF ACTIVITY:**

The company is a travel and holiday organizer only. Company do not own/control/operate any Airline, Cruise lines, Railways, Transport Company, Hotel, Theme park, Attractions or any other independent contractor or service provider in relation with the services offered. Though the company selects the best available holiday ingredients, independent contractors and service providers with due care, the company cannot assume responsibility for delay, deficiency or default if any in the services of such independent contractors, service providers, their management or staff leading to any injury/death or loss/damage to property or any such eventuality which do not fall within the scope of our normal selection and inspection process whilst engaging them. The company is also not responsible for any delay or deficiency in services of such independent contractors/service providers that may be borne out of any act or actions of co-tour participants which may result in your not availing some or all services on the tour.

### **CONTENT ACCURACY:**

The company invests great care, research and time in creating the itineraries and best available services to give best value for your hard-earned money. The company strives to make the contents on website or printed matter as accurate as possible at the time of going to print and uploading which is always ahead of tour participant's travel period. It describes services/amenities that are available under normal circumstances. However events, circumstances and factors beyond our control like traffic, bad weather, fairs, festivals, strikes, change of management/closure of hotels/restaurants, over booking of hotels/flights, cancellation/ re-routing of flights, rail or roadways, closure of / restricted entry at a place of interest can affect the availability of services and necessitate change of routes/ itineraries. It may even necessitate stay in hotels in alternate city/ies or away from the one initially confirmed. While every effort is made to maintain our services and follow the specified itinerary, in few unavoidable instances the company reserves the right to alter, amend, change or modify the Tour Schedule, Travel Plan, itineraries, sightseeing etc which can be notified to you during finalization, prior to departure or on arrival at the destination/s. The company solicits your full co-operation in accepting such circumstantial changes. Therefore no grievance regarding any itinerary/service change which the company is constrained to make, will be entertained from the tour participant during or after the tour.

### **ACCOMODATION:**

Hotels/Resorts/Apartments chosen for tours are ones that are comfortable and convenient from the sightseeing angle. Company reserves the right to change the hotel similar to ones mentioned and confirmed in case of any exigencies on before start of tour or on tour. In case of larger family size efforts to provide rooms in closer proximity will be made but it cannot be always guaranteed as hotels do not have a policy of pre allotment and the same is dependent on occupancy position at the day of check in. Rooms are allotted on twin / triple/ single basis and children with or without bed basis depending on composition of the family/group. International check in time is 14:00 OR 15:00 hrs or as per local hotel policy and check out time can vary from 10:00 hrs to 12:00 hrs or as per local hotel policy. Tour participants will be bound by the hotel specific rules on check in/out time. Early check in or late checkout cannot be guaranteed by company or even the hotel as it is dependent on day's occupancy position unless it is pre-arranged and pre-paid by tour participant. It is expressly stated and be understood that child below 12 years booked on the special 'child no bed' rate will have to share parent's bed and for child with bed it is a roll away bed or mattress that is provided by the hotel. In case the tour participant on his own makes any change in rooming or room category on tour, the company will not be bound to refund or pay compensation towards such change/s. Any additional charge in rooming or category and the cost thereof will be payable by the tour participant directly to the hotel.

### **FLIGHT / CRUISE / RAILSERVICES:**

Where tour participant buys a tour inclusive of flight/cruise/train tickets, company reserves the right to collect amount in excess of standard booking amount to cover full cost towards issue of all such tickets at the class and price available then for said travel date. It is expressly stated and be understood that Company has limitations in holding seats at a price beyond the time limit made available by the airline/cruise/rail companies concerned. Flights/Cruise/ Train reservations however fall under instant purchase system with no facility of blocking seats/accommodation at a given price point.

### **MEAL PLAN:**

Meal plan will be as specified clearly in the itinerary. The company reserves its right to change the meal arrangement wherever circumstances compel us to do so. Breakfast/ lunch / dinner will be either as per hotel's pre-set menus or it could be also packed breakfast or lunch depending on the itinerary scheduled for the day. As the meal timings is fixed and defined as per hotel policies the tour participant will not be entitled to breakfast or lunch on arrival or departure day where the check in and checkout time falls outside the meal timings. There will be no compensation payable in above mentioned situations. The company cannot process request for community specific meal, special diet or self-cooking due to local restrictions and hotel policies. Where a meal is missed by tour participant at own will or due to late/non arrival at announced meal timing no compensation for such missed meal/s is claimable.

### **TRANSFERS:**

Tour participants have an option to choose between private transfers or seat in coach (SIC) transfer basis. It is necessary that tour participants are present at the pickup point at least 15 minutes before the schedule transfer time. Drive time varies across destination as per local laws in this regard. It will be the responsibility of the tour participant to always be on time since vehicles, drivers and guides have fixed working hours as also attractions venue have fixed entry timings. Missed transfers leading to missed sightseeing opportunities will not qualify for refund or compensation.

**ITINERARY:**

The company reserves the right to alter, vary or withdraw itinerary or package. While every effort will be made to follow the itinerary as confirmed prior to departure, the same could be amended due to compelling reasons on the tour beyond the control of the company or the service provider. The company solicits the cooperation of the tour participant in such circumstances and no claim for refund or compensation will be entertained by the company.

**BAGGAGE:**

Every airline, cruise company and rail network have their own baggage policy and rules which should be adhered by the tour participants while packing their bags. All baggage and personal effects are at all times and in all circumstances the sole responsibility of the Tour Participant and company shall not be liable for loss of baggage by hotel/airline/cruise/vehicle operator or any other carrier whilst on the tour or theft of personal belongings and valuables. Tour participants are advised to avail of Locker facility wherever available for their valuables. Company or any of the carriers used or its representative/s will not be responsible for loss of any valuables or for making good such loss.

**VISA:**

Tour participants should hold valid travel documents viz. passport, visas, tickets for travel. It will be the tour participant's responsibility to apply for visa well in advance of proposed travel date with complete and correct set of documents prescribed by consulate including ticket copy and hotel confirmation vouchers. In the event of delay in the payment of advance booking amount as advised by the company or delay in submission of visa documents or any other reason whatsoever, due to which the visa cannot be processed ahead of the time limit necessary for confirmation of hotel and other tour services by the company, the company will not be liable for the consequences thereof like inability on part of the tour participant to take the tour and also monetary loss by virtue of forfeiture of money or monies already paid by him/her to company, airline, consulate or any other service provider acting on behalf of the company. Visas which are required to be processed on urgent basis due to closer travel dates or delayed receipt of complete documentation from tour participant will attract additional urgent visa fee to be paid in advance by the tour participant. Company would not be responsible in any way for consequences of clerical or typo error with regard to name, validity and entries (single / multiple) that may occur in the consulate on the visa endorsement. The company will not be held responsible for loss of documents in transit from our company to the consulate done through third parties. In such case the company will make our best efforts to trace the lost documents and if still the same are not traceable the company will assist you in obtaining alternative / certified copies of such lost documents from concerned authorities. Further where passports are required to be couriered to consulates in other cities, Company would take due care to use reputed courier companies. However in case of delays in delivery or loss of passport in transmission, company would not be responsible to compensate the tour participant for any consequence/s thereof. Granting of visa is at the sole discretion of the consulate and the company will not be liable or responsible for any delay or denial of visa applied for by the tour participant and cancellation of tour for want of visa will attract cancellation charges to the extent of visa charges including urgent visa fees if paid and any liability the company has already incurred with various service providers at that point in time. The position in respect of cancellation of Tour by the tour participant due to non-availability of travel documents would not change only by virtue of the tour participant having applied for such documents through the Company.

**HEALTH AND INSURANCE:**

Tour Participant is bound to inform the company while booking the tour if he/she has any age related or medical condition that may affect his/her ability to enjoy and pursue the tour arrangements fully as per the itinerary. The company reserves the right where warranted to insist on medical fitness certificate any time prior to departure. In the event any tour participant misses in part / whole any of the services on the tour due to age factor or indisposition or any other reason whatsoever on his part, then he/she will not be entitled to claim any refund. It is important that Tour Participant acquires before travel, adequate insurance coverage to meet medical exigencies, loss of baggage, travel documents etc on tour by paying the specified premium thereon and also provide name of a nominee to be included in the policy document. It may be noted that tour participant would have a direct contractual relation with the insurer and the Company is only a facilitator. Tour participant shall therefore check the accuracy and correctness of the insurance policy and in case of any errors or lapses report the same to the Insurance Company and get the same rectified as World Travel Studio HNV Private Limited would not be responsible for the same.

**AMENDMENT:**

The Company reserves the right to amend, alter, vary or withdraw any tour, itinerary, holiday, excursion or facility it has advertised or published or customized on clients specific needs, 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 towards any consequential damage, loss or extra cost suffered by the tour participant or to pay any compensation to the tour participant. It is hereby declared that the immunities provided under this contract shall be available to the Company's Directors, staff and Agents but not to the Independent Contractors selected by the Company.

**CONDITIONS OF TRAVEL:**

Tour Participant will have to strictly follow the Tour program and return to India as per the validity of the itinerary / air ticket. It shall be noted that for all purposes, it shall be the responsibility of the Tour Participant to reach the place of commencement of the Tour ahead of designated departure time. The Company is not responsible or liable if the Tour Participant fails to reach the place of commencement of the Tour on time or if prior to his departure loses travel documents and / or baggage. In such a case, the booking will be treated as NO SHOW and cancellation charges will be applied accordingly. Tour Participant shall not behave in a manner which may cause distress or annoyance to co-travelers or which may endanger or damage property of the independent contractors, co-travelers or any other/s. Each of the booking 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.

**TOUR PRICE:**

Tour price shown on website and marketing material of the company are based on price inputs that are available at the time of printing and / or uploading its website. The Company thus reserves the right to quote / charge the tour participant prices prevailing at the time of actual receipt of



booking for such tour and/or travel related services. In tours with dual pricing in INR and foreign currency, the INR equivalent of such foreign currency component will be collected at the prevailing rate of exchange at the time when tour participant makes payment thereof. Tour price may be subject to increase due to above factors, which are beyond the control of the company and will be binding on the tour participant to pay before departure. It must be further noted that all payments towards the foreign currency component of the tour cost shall be made by the tour participant from his/her BTQ entitlement and by signing BTQ form for the same as per RBI rules and regulations.

**PORTEAGE & TIPPING:** Porterage and tipping is customary in all parts of the world for services rendered and the same is not included in tour price. **CITY TAX:** Tour participant will be required to pay city tax on per night stay basis directly to the hotel in the cities visited as per local rules of the city administration.

#### **SECURITY DEPOSIT**

It is customary for hotels to insist during check in, credit card details to cover security deposit in order to offset cost of any other service/s that the tour participant may avail from the hotel, besides what is included in the tour package.

#### **BOOKING REGISTRATION**

Tour Participant is supplied with relevant details of the tour of his/her choice by the company on mail or in writing. However processing of the services for the tour can commence only after receipt of signed booking form and requisite advance booking amount from the tour participant against invoice. There is no contract between the company and the tour participant until the Company has received the specified non-refundable interest free booking amount shown in invoice along with the duly filled in and signed Booking Form and subject to such amount getting credited into the account of the Company.

The tour participant will be required to pay the following non-refundable interest free advance booking deposit at the time of registering his booking:

TOURS IN	INDIA	ASIA	EUROPE	AMERICAS	AFRICA	AUSTRALIA
BOOKING DEPOSIT (INR)(PER ADL / CHD)	10,000	30,000	50,000	50,000	25,000	40,000

Where transportation by air/cruise/rail and visa services is to be booked for tour participant the company reserves the right to insist on full payment for these services in addition to the advance booking deposit. Further, where the number of days from booking to travel is less than 30 days, company reserves the right to collect fixed percentage of the total invoice amount ranging from 25% to 100%. If the amounts are not paid in strict accordance with the payment schedule/timeline mentioned in the invoice, the company reserves the right to cancel the booking with consequent forfeiture of amount already paid and to apply scale of cancellation charges as well. Please check your invoice for the due date to make the balance payments. Balance payment has to be made within the due date mentioned therein without fail. A delay in payment of your tour cost (part payment or full payment) can result in a delay in issuing your air tickets and hotel vouchers which are necessary to facilitate your visas processing. The company may treat such delay as a cancellation of booking, which will be subject to the applicable cancellation charges as per the cancellation schedule. Company reserves the right to amend the prices published on the website or its marketing materials and to adjust our charges based on various factors including currency fluctuations, fuel price rise, travel arrangements, special / high season charge levied by the suppliers, hike in any government taxes or any taxes or visa amounts and / or for any reason etc. before the date of departure. All such increases in price must be paid for in full by the Participants prior to departure. In the case of single participant acting on behalf of the rest of the tour participants signing the booking form it shall be deemed that the others have duly authorized the concerned person on their behalf to sign and bind all of the participants named in the form and to make payment for all those named in the form. When booked through travel agent, the agent signs the booking form for and on behalf of the persons named in the booking form, it shall be deemed and construed that the tour participants have duly authorized the said travel agent to sign on their behalf. Signing of the booking form by tour participant or by their Travel Agent and payment receipt issued to tour participant on payment made towards part consideration of the tour shall be binding on the parties and shall constitute contract between the parties. The signing of the booking form shall mean acceptance by the tour participant in totality of the terms and conditions contained therein. The company reserves the right to decline to book any person/s as tour participant for any tour without assigning any reason whatsoever.

#### **REFUND**

The Company reserves the right at any time and/or for any reason whatsoever to terminate the contract after acceptance of booking amount but prior to the commencement of tour without assigning any reason whatsoever. In the event, the Company terminates the contract; the company may refund the booking amount to the tour participant without any interest thereon after deducting actual expenses incurred on the booking like visa charges, insurance, retention charges of the airlines, cruise lines, hotels, transporter, and other service providers. The company reserves the right to determine the quantum of refund payable in case of cancellation or amendment of a Tour due to Force Majeure or Vis Majeure. Such refund would be based on various factors like the number of participants, the cancellation policies of suppliers like airline, cruise companies, hoteliers, transport operators, local destination management companies etc. and the decision of the company on the quantum of refund shall be final and binding on all the tour participants. There shall be no refund if any one or more Tour Participant/s arrives late or absents himself at the commencement of the tour, or leaves the tour before its culmination. If the Tour Participant along with his family is compelled to discontinue the tour due to any reason such as illness, death, loss of passport no claim shall be entertained for refund of unutilized services.

There shall be no refund if the Tour Participants does not or cannot utilize any service included in cost of tour like meals, rooms, transport, excursions, etc. nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers. All refunds will be made in INR only strictly by cheque notwithstanding collection of tour price designated in INR and/or currencies other than INR. Processing refunds can take up to 45 days from the date of firming up the eligible refund amount by the company.

#### **CANCELLATION**



As the company books your services much ahead of your travel date by making advance payment to various suppliers to confirm your seats/rooms/transport and all related travel services, cancellation of any or all of these service/s by tour participant, will attract cancellation charges detailed below which will be in addition to what the airline/cruise/hotels/ rail network levy as their cancellation charges as per their policies.

For the purpose of this clause, cancellation could be for any reason whatsoever including medical, accident, death, court order, non availability of passport and / or visa or delayed or non-payment of balance amount within final due dates . All intimation for cancellation should be advised in writing by the main signatory/ies on the booking form on behalf of any one or more persons who cannot participate in the tour citing reasons thereof. The computation of the period of notice of cancellation shall commence only from the date of receipt on email or physical letter at company's office as the case may be

#### **CANCELLATION CHARGES**

CANCELLATION DONE	CANCELLATION FEE
45 DAYS PRIOR TO DEPARTURE	50% OF INVOICE PRICE
30 DAYS PRIOR TO DEPARTURE	75% OF INVOICE PRICE
15 DAYS PRIOR TO DEPARTURE	90% OF INVOICE PRICE
07 DAYS PRIOR TO DEPARTURE	100% OF INVOICE PRICE

**Note: Cancellation levy of hotel/airline/cruise line/ railway/transporter will also apply in addition to above.**

#### **LIABILITY**

Company shall under no circumstance whatsoever be liable to the tour participant or his co-traveler for:

- 1) Personal injury, sickness, accident, loss, death, delay, discomfort, increased expense, consequential loss and/or damage on account of theft howsoever caused.
- 2) Temporary or permanent loss/damage to baggage/personal effects howsoever caused. In this condition the expression "howsoever caused" includes willful negligence on the part of any person.
- 3) Loss of baggage by the Airline/Cruise line/Surface transportation.
- 4) Failure on the part of airline to accommodate tour participant/s despite having confirmed tickets.
- 5) Airline not allowing tour participant to board the flight for reasons beyond the control of the company.
- 6) Damage or loss caused due to reasons beyond the control of the company (Force Majeure Vis Majeure).
- 7) No liability on the part of the Company arising in any way out of this contract in respect of any tour, holiday and excursion facility shall exceed the respective tour cost and shall in no case include any consequential loss or additional expense whatsoever.

#### **COMPLAINTS**

If the tour participant has any complaint in respect of services provided by any of the independent contractors, the tour participant shall immediately notify the same in writing to the independent contractor and scan copy emailed to the Company for them to take up the matter with the independent contractor.

Any claim or complaint by the tour participant must be notified to the Company in writing within 7 days of the end of the Tour.

No complaint or claim notified to the Company outside the period will be entertained and the Company shall incur no liability in respect thereof.

#### **JURISDICTION:**

For all claims, disputes of whatsoever nature relating to the tours co-ordinated and/or marketed by TripMagix the courts, forums and tribunals **in Nagpur alone shall have exclusive jurisdiction.**

Customer's Name: \_\_\_\_\_  
Package Name : \_\_\_\_\_  
Date of Journey : \_\_\_\_\_

Travel Date	
Customer's Signature	