



## **TERMS AND CONDITIONS**

### **BOOKING TERMS AND CONDITIONS:**

**IMPORTANT INFORMATION:** Please read carefully before booking.

In this document, the word "Company" refers to Karma Yatri.

"Customer" refers to, \_\_\_\_\_, who agrees to buy the package and/or any person on whose behalf you agree to purchase the tour and who is listed on the booking Form. The word "Tour" refers to the travel service being booked by the Customer.

### **1. The Contract**

#### **A. Formation of the Contract**

No contract shall be deemed to be concluded until the Company has received:

- (i) the booking form signed by the Customer; and
- (ii) the deposit or full payment for the Tour; and
- (iii) the Terms & Conditions document signed by the Customer

#### **B. Termination of the Contract:**

The Company reserves the right to terminate this Contract if the behaviour, conduct, manner and/or action of the Customer either prior to or during the Tour is likely to cause offence to other customers, or endanger the safety, well-being, properties and/or benefits of other customers or of the Customer himself/herself. In such cases, cancellation charges as set out in Section 4 below shall apply and the Company shall have no further liability to the Customer.

If the behavior, conduct, and/or action of the Customer causes any damage to the accommodation in which the Customer is staying, or causes delay or diversion to any means of transportation and/or the Tour, the Customer agrees to fully indemnify the Company against any claim (including legal costs) made against the Company by or on behalf of any relevant third party.

### **2. Payment**

#### **A. Deposits**

A NON REFUNDABLE deposit of 20% of total amount is required upon booking.

#### **B. Full Payment**

Full payment shall be received no later than 30 days prior to the start of Tour, or if the booking is made within 30 days prior to the start of tour, full payment must be made upon signing the Reservation Form.

#### **C. Change in Tour price**

All prices quoted are stated in Indian Rupees and are based on transport prices (including the cost of fuel), dues, accommodation costs, sightseeing fees and exchange rates current and appropriate at the time of publication. If any of these vary, Tour price may increase accordingly. Any such increase must be paid by the Customer.

### **3. Alternatives**

Whilst the Company shall do everything reasonably possible to provide the Customer's tour itinerary as planned, the Company reserves the right to alter itineraries, transport and/or accommodation. In such cases, a one week prior written notification of the alterations shall be made to the Customer by the Company.

After the start of Tour, in case an act of God renders a particular Tour not possible, the Company shall do everything reasonably possible to provide an alternate Tour in the same region. The company reserves the right to make such



changes with as little as a 12 hour notice to the Customer.

#### **4. Cancellations & Refunds**

##### **A. Cancellation by the Company**

The Company shall have the right to cancel the Tour/ Customer booking if

(i) The Tour is not paid for by the due date, the Company shall have the right to cancel the Customer booking. The booking amount will be considered forfeit.

(ii) In the event that the Company does not receive the minimum number of bookings to provide the Tour, the Company, at its own discretion, shall be entitled to cancel or curtail the Tour at any time up to 4 weeks prior start of Tour and the Customer shall not be entitled to make any claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Company shall notify the Customer within seven days of cancellation or curtailment necessitated by the foregoing circumstances. The booking amount will be refunded.

(iii) An act God which renders a specific Tour impossible. The booking amount will be refunded.

##### **B. Cancellation by the Customer**

Where the Customer cancels the Tour reservation, then the effective date of cancellation will be the date the Company receives written notification.

The cancellation charge to the Customer is listed below.

- >30 days: deposit is forfeited (20% of Tour price)
- 30-08 days: 30% of the Tour price is forfeited
- 07-03 days: 50% of the Tour price is forfeited
- 48 hours and no-show: non-refundable

##### **C. Refund of Unused Services**

No refunds or exchanges can be made in respect of accommodation, meals, sightseeing tours, transport or any other services which are included in the Tour prices but not utilized by the Customer.

#### **5. Force Majeure**

If as a consequence of "Force Majeure" (as defined below), the Company is obliged to curtail, alter, extend or cancel the Tour, the Customer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of said curtailment, alteration, extension or cancellation of the Tour.

"Force Majeure" means Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, destruction or damage to holiday accommodation, riots, acts of war, civil commotion, exercise of legislative or government action, municipal or military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service connected with the Tour, fraud perpetrated against the Company.

#### **6. Special Requests**

Special requests should be indicated on the Booking Form at the time of booking or made in writing as soon as possible. The Company will try to arrange for reasonable special requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any special request is not met.

#### **7. Obligations of the Customer**

(i) The Customer is obliged to check their travel documentation to ensure that the dates are correct and should notify the Company immediately of any errors or omissions

(ii) The Customer arrives on the agreed date and time for the Tour start.

(iii) The Customer agrees to abide by instructions given by Company crew and agrees to indemnify the Company



against any loss or injury suffered as a result of failing to comply with Crew instructions  
 (iv) The Customer agrees to conduct himself in a proper manner so as to not to cause disturbance or offence to other holidaymakers.  
 (v) The Customer agrees not to damage accommodation and should such damage arise, agrees to pay the owner for the price of repair or replacement of same.

**8. Complaints**

(i) If the Customer wishes to make a complaint in relation to a Tour, he should inform the Company's representative at the location where the Customer is when the complaint arises, thereby giving the Company reasonable opportunity to rectify matters.  
 (ii) Notwithstanding the above, the Customer can notify the Company in writing using the feedback form.

**9. Liability and Insurance**

**A. Liability**

(i) The Company is not responsible for any loss, injury or damage sustained by passengers. Additional expenses incurred due to delays, accidents, natural disaster, political actions and unrest must be borne by the Customer.  
 (ii) The Company shall not be liable for any damage caused to the Customer by the failure to perform the Contract or the improper performance of the Contract where the failure or the improper performance is due to no fault of the Company because:  
 (a) the failure which occurs in the performance of the Contract is attributable to the Customer; or  
 (b) the failure is attributable to a third party unconnected with the provision of the services contracted for and are unforeseeable or unavoidable; or  
 (c) the failure is due to Force Majeure as defined in Section 5 above.

**B. Insurance**

The Customer is required to have full travel and accident insurance. It is the responsibility of the Customer to read their insurance policy before they travel and ensure that the insurance scheme provides the Customer with the requisite level of cover.

**C. Dispute Settlement**

(i) The terms and conditions contained herein are governed by and interpreted in accordance with the Laws of India.  
 (ii) Any dispute arising out of or in connection with the applicable of the terms and conditions contained herein, if not capable of being resolved amicably between the Customer and the Company within 30 days, will be referred to laws of Government of India, Mumbai Judiciary, and the language of arbitration will be English.  
 (iii) During and without prejudice to the course of arbitration, this Agreement shall continue to be performed.

Participation on any Tour implies full and unconditional acceptance of the above conditions by the Customer.

This contract is signed on..... for the  
 tour, ..... starting on  
 .....

.....

Name:  
 (Karma Yatri)

.....

Name:  
 (Customer)