

TERMS AND CONDITIONS

"The Organising Agents" shall for the purpose of the tour mean OLTREMARE Destination Marketing Limited, all personnel, agents and parties acting on their behalf. Upon formal confirmation of admittance, the participant agrees that the organising agents of the tour;

- (a) Reserve the right of participation in the tour.
- (b) Shall be entitled to make any arrangements for the issue of any ticket or coupon for transport or for conveyance or for any accommodation as they in their discretion may deem to be advisable.
- (c) Shall not be liable, under any circumstances whatever and whether in contract or delict For any damage, injury (including death), loss, delay or inconvenience of any sort whatsoever which shall be caused to any passenger whilst on any tour or journey or while a temporary resident in any foreign country as a result of any Organising Agents to make satisfactory or any arrangements and whether caused through the act or default of any of the servants, agents or sub-contractors of the Organising Agents.
- (d) Reserve the right, in any event of any participant causing annoyance, disturbance or damage or acting in such a manner as to be detrimental to the operation or good order of the tour, to require such participant forthwith to leave the tour. In such case refunds (if any) will only be made at the discretion of the Organising Agents.
- (e) In issuing or obtaining the issue of any ticket or coupon, or making any arrangements for transport or conveyance or for accommodation, act as agents only and shall not in any way be liable as principals.
- (f) Advise that their Couriers or representatives have no authority or permission to refund any monies paid or to give any right to claim a refund from the Organising Agents.
- (g) Shall not be obliged to make any refund for arrangements specified in the itinerary and not utilised by participants.
- (h) Cannot hold themselves responsible for the obtaining of refunds on lost or un-used transportation tickets, although every effort will be made to claim settlement on behalf of passengers.
- (i) Advise that each passenger agrees that he, his heir, executors, administrators and/or assigns shall indemnify the Organising Agents, its servants and agents from and against all claims for damages from any cause whatsoever to any person who may make a claim against the Organising Agents or any of them, whether loss or damage to property in the custody of the passenger or arising out of injury to, or the death of any passenger, whether or not such claim is based or alleged to be based on negligence of the Organising Agents, its servants or Agents or any sub-contractors of the Organising Agents.
- (j) **RESPONSIBILITY CLAUSE:** Our agents, operators of the tours, and the cooperating agents, act only in the capacity of agents for the passenger in all matters pertaining to hotel accommodations, sightseeing tours and transportation, whether by railroad, motorbus, motor car, steamship, boat, airplane or any other means and as such hold themselves free of responsibility for any damage occasioned from any cause whatsoever. They will not be responsible for any damage, expense or inconvenience caused by late train or plane arrivals or departures, or by any change of schedule or other conditions, nor will they be responsible for the loss or damage to baggage, or any other article belonging to the passenger. The right is also reserved to decline to accept any person as a member of these trips at any time. Because the programme has been arranged six months or more prior to the arrival of the tour it may at times become necessary to make changes or substitutions due to unforeseen circumstances.
- (k) Reserve the right in the event they do not receive sufficient support either to cancel the tour or raise the price accordingly.
- (l) Reserve the right to increase or decrease the tour cost, should there finally be an increase or decrease in the number of days to the tour.

CONDITIONS OF CONTRACT:

1. **Definitions:** Unless inconsistent with the context in these Conditions.
 - 1.1 "Customer" shall mean the persons undertaking to purchase the tour and travel thereon as Customer
 - 1.2 "Signature hereof" shall mean signature on the Booking form by the customer.
 - 1.3 "the Company" shall mean OLTREMARE Destination Marketing Limited.
2. **RESERVATIONS**

On confirmation of the booking, please complete the attached booking form. A non-refundable deposit as specified per package, being a percentage of the total tour price, is payable within 72 hours of confirmation of the reservation. The balance owing on the invoice must be paid 8 weeks prior to departure or as prescribed by the Company. The Company reserves the right to cancel any reservation for which the total price has not been paid by due date, in which event the deposit will be forfeited to the company. OLTREMARE Destination Marketing Limited, guarantees the price of land arrangements once full payment is received, except where subsequent increases are beyond the control of the Company.
3. **PRICE VARIATIONS**

The Contract price is based on fares, hotel prices, and land costs, and all other relevant costs ruling at the time of acceptance of the quotation and payment of the required deposit. In the event of there being any increase in any or more of the foregoing costs before scheduled date of the Tour, such variations shall be for the account of the customer, and shall be added to the Contract price arising from fluctuations in rates of exchange between the date hereof and the scheduled departure date of the Tour.
4. **CANCELLATIONS AND CURTAILMENT**

In the event of the passenger canceling their reservation for any reason, such cancellation must be made in writing and in such instances, cancellation charges will be levied in accordance with the maximum charges which can be imposed. From time of booking up to 8 weeks prior to departure, the deposit is forfeited.

 - 8 Weeks prior : 25% of total tour price is forfeited
 - 6 Weeks prior : 30% of total tour price is forfeited
 - 4 Weeks prior : 50% of total tour price is forfeited
 - 3 Weeks prior : 80% of total tour price is forfeited
 - 2 Weeks prior : 100% of total tour price is forfeited

Cancellation fees during peak period, will be more stringent.
5. **UNUSED SERVICES AND REFUNDS**

No refunds will be considered for no-shows or any unused services irrespective of whether they form part of the basic tour price, or in respect of pre-booked optional arrangements. No refunds will be considered on partially used accommodation or flights.
6. **CANCELLATION BY COMPANY**

In the event of the Company canceling the Tour, which it shall be entitled to do at any time before the scheduled departure date, the full amount paid by the Customer on account of the Contract price shall be refunded to him.
7. **AMENDMENTS**

Amendments to confirmed reservations will be processed at a fee of ₹15.00 for each alteration made after the initial reservation. Administration charges will be levied on all documents / vouchers submitted for refund or re-issue.
8. **CHANGES IN BOOKING**

It may happen that due to circumstances beyond the Company's control it will be necessary for the Company to initiate changes, and in such circumstances the Company shall be entitled to, change some aspects of the Tour, e.g. timings, routes and the like. If the Company is obliged to make any such changes these will be kept to a minimum and the Customer will be advised at the earliest convenience.
9. **PASSPORTS, VISAS, VACCINATIONS AND INOCULATIONS**

The responsibility for the provision of current and valid Passports, Visas, Vaccinations, Inoculations and the like, where required, is that of the Customer alone and the Company shall not be responsible or liable for any consequence of any nature arising from the Customer failing to ensure that he has complied with all such requirements.
10. **RELEASE**

The Customer acknowledges that the Tour is booked and all tour arrangements are made subject to the express condition that the Company and its servants and Agents shall not be responsible for and shall be exempt from all liability in respect of any loss, damage, injury, accident, delay or inconvenience to any person or his luggage or their personal property wherever and howsoever the same shall occur and the Customer hereby releases the Company and its servants and Agents from all such liability to the Customer and/or the Customer's dependants and/or to other persons on whose behalf the Customer may have booked the Tour by signing the Booking Form on the face hereof and the customer hereby indemnifies the Company, its servants and Agents, against any claims made by his dependants and/or such other persons.
11. **CREDIT CARD PAYMENT**

Credit Cards are generally accepted for payment of published package costs. Further information will be supplied on request.