

TERMS AND CONDITIONS

1. **STT TOURS** (A Division of Spenta Travel & Tours Pvt. Ltd) (for brevity's sake hereinafter referred to as STT) are Booking Agents for Travel Related Services (for brevity's sake hereinafter referred to as TRS) and/or Tour Operator (for brevity's sake hereinafter referred to as TO) for the booking of TRS and/or the Tour as per the bookings overleaf.
2. **BROCHURE:** Information provided in the various Brochures (for brevity's sake hereinafter referred to as BR) prepared by the TO and/or STT based on information provided by to and presented to the passengers (for brevity's sake hereinafter referred to as PAX/s) are as accurate as possible. The BR descriptions are of latest information normally available. However these can change due to events beyond the control of TO and / or STT. This may force the TO and /or STT to make changes in the Itineraries. Every efforts is made to avoid any inconvenience to the PAX/s. STT will bear no responsibility for any claim/loss/inconvenience that may be caused by such changes.
3. **TRAVEL RELATED DOCUMENTS:** (for brevity's sake hereinafter referred to as TRD). An express notice is hereby given to all concerned that the visas and other necessary TRD/s are the 'complete responsibility of the PAX/s'. STT shall only assist PAX/s in acquiring and/or obtaining the necessary TRD/s as per the laws of the land. Without any prejudice to the preceding clause obtaining PASSPORT and VISAS shall be the sole responsibility of the PAX/s. STT shall not be responsible for any delay, refusal of entry/exits to/from the countries visited on the tour. STT shall not entertain any claims from any PAX/s in respect of any lack in TRD/s.
4. **INSURANCE:** It is strongly recommended that all PAX/s undertake suitable overseas travel Policy and/or local insurance cover. Please note that that in some countries it is mandatory.
5. **TRS Bookings :**
 - A. **Tours:**
 - I. The PAX/s after going through various BR and/or Quotes shall choose such TRS as the one most suitable to them.
 - II. The Itinerary for the local sight seeing tours might change/ alter or be cancelled without any prior notice due to some unavoidable political/ climate conditions.
 - III. STT shall not be responsible for any change in the Itinerary or the tour arranged by the TO/s.
 - B. **HOTELS / ACCOMMODATION:** (for brevity's sake hereinafter referred to as HTLS /ACMD)
 - I. All rates for booking HTLS / ACMD shall be based on the current tariffs unless specified otherwise in the BR and/ or the Quotes.
 - II. All bookings are a subject to revised tariffs and conditions without any prior notice.
 - III. Tariff rates do not include taxes, services charges portorage, tips etc unless specified otherwise in the BR and/or the Quotes.
 - IV. Any tax, rate increase shall be added as applicable and shall not form a part of the tariff.
 - V. The types of HTLS / ACMD shall be arranged as specified in the BR and/or the Quotes.
 - VI. If the desired / required HTLS / ACMD are not available, alternate will be served at the sole discretion of STT and/or TO unless specified otherwise by the PAX/s.
 - vii. If the alternate HTLS / ACMD reserved is not acceptable, the PAX/s shall inform STT in writing immediately falling which PAX/s shall be liable to pay 'no show charges'.
 - viii. Normal check in time at HTLS / ACMD is 1400 hours. If the PAX/s is/ are arriving earlier the HTLS / ACMD should be reserved from the previous night/day and shall be charged accordingly.
 - ix. Normal check out time from the HTLS / ACMD is 1200 hours. If any PAX/s intends to check out late, the HTLS / ACMD is enabled to recover additional rate directly from the PAX/s.

MEALS There are fixed menus provided for breakfast on the tour.

The types of meals are clearly indicated in the BR/s and/or Quotes.

- I. STT can neither assure a special meal, nor can guarantee a special meal for PAX/s
- II. STT however, reserves the right to change the meal arrangement if circumstances make it necessary to do so.
- III. If the PAX/s misses any meal offered in the BR/s and/or the Quotes for any run-on whatsoever no claim for compensation shall be entertained by STT.

VOUCHERS

Upon full payment of the entire Package Cost the PAX/s will receive a voucher for their selected tour programme. The voucher serves both as a confirmation and an exchange document for availing any of the TRS booked, it is essential that the PAX/s carry this voucher with them for exchange upon arrival at the designation.

6. MODES OF TRAVEL :

Transfers: Airport to HTLS / ACMD. Transfers and/or to places of sightseeing, etc will be provided as per the BR and/or the Quotes on Seat In Coach / Buses (for brevity's sake hereinafter referred to as SIC) unless specified otherwise

A. Bus / Coach

- I. STT and/or the TO/s usually use air conditioned / air cooled luxury coaches.
- II. STT has found it fare to operate daily set rotation on board. No SIC numbers are pre-allotted.
- III. For all bus / coach travel during the tours, the average travel time is approximately 8 hours a day.
- IV. PAX/s are advised not to leave behind in any high value items in the coach.
- V. STT and/or TO/s will not be responsible or liable in the case of theft or robbery of any items from the coach.

B. Car

- I. Private vehicle shall be booked as per request from the PAX/s.
- II. In case of booking a self-driven car / vehicle, it is mandatory for the PAX/s to have a valid informational Driving Permit and a valid informational credit/ debit card.
- III. The type of vehicle rented will co-relate with the tariff for rentals.
- IV. If the desired / required car / vehicle / mode of transport is not available, alternate will be reserved at the sole discretion of STT and/or TO/s unless specified otherwise by the PAX/s.
- V. If alternate car / vehicle / mode of transport reserved is not acceptable; the PAX/s shall inform STT in writing immediately falling which PAX/s will be liable to pay 'NO SHOW charges'.

- VI. In the event of any breakdown of any garage, machinery or vehicle, STT shall not be responsible for any claims for compensation by STT.

C. Railway

Booking shall be made as per the Itinerary in the BR/s and/or Quotes in the economy class unless specified otherwise.

D. Cruises

Cruises shall be organized as per the Itinerary in the BR/s and/or Quotes in the economy class unless specified otherwise.

PAYMENTS

- I. *******Non- refundable deposit of Rs 10,000 per person is required on BKG. This shall be adjusted against the final tour cost.
*******However Spenta Travels has the right of increasing the non-refund amount depending on the type and place of the tour. The PAX will be informed at the time of booking the non-refundable amount for that particular trip.
Any difference in the tour cost due to rise of foreign currency shall be borne by the PAX.
All payments for booking TRS shall be as per the BKG form filled overleaf.
- II. No confirmation or exchange document will be issued unless a payment is received in full before the departure.
- III. As per GOI / RDI Regulations, all payments to be made in FOREX have to be purchased from authorized dealers only.

CANCELLATION FEES

On cancellation of bookings 100% deposit will be confiscated. This also applies for non-payment of balance payments and PAX/s shall have to pay additionally :

- I. 25% of the total cost if cancelled 15 days or more prior to departure.
- II. 75% of total cost if cancelled 14-10 days prior to the departure.
- III. 100% of the total cost if cancelled 0.01 days prior to departure or in case of No Show.

COMPLAINTS

STT shall not entertain any complaint disputes etc. unless a written notice is given by the PAX/s within a period of 30 days from the date of the conclusion of the tour. If the PAX/s has not traveled, STT shall be informed forthwith and in any events not later than 48 hours from the scheduled date of departure of the tour. For all claims, disputes of whatsoever nature relating to the TRS booked, the courts in Mumbai shall alone have jurisdiction.

REFUNDS

- I. No refunds can be processed for partially utilized services and no- shows.
- II. In the event that either STT or TO/s or any service provider is unable to provide any of the TRS booked for any reason whatsoever STT shall use its own discretion to refund a proportionate cost of the total tour to the PAX/s without any interference on the same and no claims or grievances shall be entertained thereafter in respect of the same.
- III. If the PAX/s is/are booked on a particular, airline due to any reasons and the said flight is over booked / the PAX/s is/are not allowed to board the flight, the PAX/s shall not hold STT and/or TO responsible for the same and no claim whatsoever from PAX/s shall be entertained by STT and/or TO.

CONSUMER DISCLOSURE NOTICE

STT has contracted with independent Service Providers, Agents, TO/s to provide various TRS in form of other package tours or otherwise. STT takes care to select and/or arrange the services/facilities for the PAX/s holidays, but because STT only selects and inspects them and has no control in running same, STT is not responsible for :

- I. Any loss or damage arising from or connected with any TRS irrespective of the manner which loss or damaged are caused;
- II. Any negligent acts of commission or omission of any TO/s, Its agents, servants or representatives;
- III. Any deficiency of service on part of the TO/s;
- IV. Any injury, death, loss or damaged caused and/or arising outside the normal selection and inspection process or by the act or default of the management or employee of any service providers who are the company's independent contractors providing TRS.
- V. The delay or deficiency in services provided by any independent agency /service providers, airlines, transport, hotel, any provider of services and/or any act of actions of co-travelers, co-passengers who may or may not be inviting any of the TRS.
- VI. Losses and additional expenses, due to delay or charges in air, train sleeper, cruises,
- VII. Any damage caused in the PAX/s due to reason beyond the control of STT.
- VIII. Any temporary or permanent loss of or damage to baggage or personal effects however caused.

GENERAL CONDITIONS:

- I. All tour departures, Itineraries and prices are subject to change without prior notice as these are based on current schedules, exchange rates of transport service providers etc. in case of any increase, the PAX/s shall have to pay the difference.
- II. Only STT in writing has the authority to add or waive any stipulation, representation form of condition put forth in the BR/s or the Quotes.
- III. It shall be the responsibility of the PAX/s to ensure that they are ready well in time to assemble before the scheduled departure STT and/or TO/s shall not be responsible if the PAX/s miss the coach, train, ship etc. due to any reasons whatsoever.
- IV. PAX/s are advised to take out adequate holiday insurance from their local Travel insurers.
- V. STT and/or TO shall not be responsible for any claims made against them for any delay caused due to any breakdowns, reasons beyond control, acts of nature etc or due to negligence of PAX/s or for any reasons whatsoever.
- VI. STT shall not be responsible in the events of any death, personal injury, sickness, accident loss, delay, discomfort increased expenses, consequential loss and/or damage or any kind of theft howsoever caused.
- VII. All baggage and personal articles are solely the responsibility of the PAX/s.
- VIII. All bookings are subject to availability.
- IX. It is the responsibility the PAX/s to check the TRS bookings, the TRD/s time of departure arrivals etc. before embarking on the journey. STT takes no responsibility for any errors in understanding by the PAX/s.
- X. The PAX/s shall point out error in bookings in STT within 24 hours of delivery of the TRD. In the event of any failure to point out the error; the consequential results shall be borne to the PAX/s.
- XI. Any rectification, change or correction shall be made in the TRS/s arrangements by STT only and may levy additional charges for it.

Limited liability clause

- The liability of STT shall be limited to a maximum of 4% of the Tour Cost and/or Rupee equivalent to US \$ 250 whichever less.
➤ It is hereby declared that the immunities provided under this contract shall be available to the management of STT Tour Managers, Representatives, Employees, Servants, and Agents.
➤ I/We have read and understood the terms and conditions mentioned hereinabove. I/WE agree to abide by the same.

1) _____

4) _____

2) _____

5) _____

3) _____

6) _____