

Terms & conditions

Dear Tourist,

We make every effort to provide you with the best services in a pleasant & friendly atmosphere at all times. We strive for your complete satisfaction and endeavor to provide a safe and secure journey without any misunderstandings between the tour escorts, company and you at any time. Please read and understand the terms and conditions given below before you register yourself for any of the tours.

Thank you,

Yours faithfully,
Team Paryatan World.

Scope of Activity:

We are basically travel and holiday organizers only. We do not control or operate any airline or any other mode of transport like Railway, Motor, Buses, Coaches etc. we also don't own or control any Hotel, Transport or other facility of service mentioned in the brochure. We take utmost care in selecting all ingredients for making your holiday a comfortable one. We only select, but do not have any control in the running of them. Thus, we are not responsible for any injury, loss, personal harm, death or damage to the person property which may be caused by or an account of any act or omission or default on the part of the management or employees of any independent contractor, arising out from our normal selection or inspection process. It is imperative on all the tourists who are joining our tours and those who are F.I.T. (Free individual Travel) to abide by and strictly comply & observe all terms and condition lay down herein.

Definition:

- a) *Passengers / You mean the Person / Persons in whose Name / On whose behalf booking is made.*
- b) *Company / we mean "Paryatan World".*
- c) *Child / Infant: an "Infant" means a person below the age of 2 years, and a "Child" means a person above the age 2 and below the age of 12 years.*
- d) *Independent contractor means "Any Hotelier / Hotel owner, owner of any Airlines or Railway or Ferry boat or any other person or organization who has been selected by company to render services to the passengers".*

1. Legal Discretion of the Company:

- a) *Company has full discretion to cancel the application of any of the desiring passengers without assigning any reason after acceptance of the deposit but prior to*

- commencement of the tour. In the event the company terminates the contract, the company may refund the deposits without payment of any interest.*
- b) All disputes pertaining to and tour and travel conducted by the company and any claims arising there under shall be subject to Mumbai jurisdiction only.*
 - c) The company shall be entitled to amend, alter, vary or withdraw any tour or holiday facility it has advertised or published or to substitute a hotel or air journey, railway journey, bus journey or commencement of the tour or date etc. for the reasons which may be deemed fit and proper by the company and the passengers shall have no rights to raise any disputes regarding the same.*
 - d) Similarly, on account of political disturbance, natural calamity, unavoidable circumstances, epidemic or security problems if the company changes its route or makes any amendments in the programs either from the point of view of security or otherwise, the passenger shall be bounded by the same. The company will not entertain any complaints in that regards. The passenger shall not be entitled to have any say regarding the changes of program.*
 - e) After commencement of the program if the tour is to be cut short for any reasons such as political, closure of monument, monument under renovation, heavy rush at sightseeing places etc., and the program is to be curtailed before the due period, and the compelled to bring the passenger back to Mumbai, the passenger shall not be entitled to ask any refund of charges.*
 - f) Any claim or complaint by passenger must be notified to the company in the writing within 14 days after tour completion date. No claim notified to the company outside this period will be entertained and the company shall incur no liability in respect thereof.*
 - g) The company shall operate all tours with a minimum group size of 20 Adult paying passengers for Indian tours and Nepal and a minimum group size of 25 Adult paying passengers for world tours. If the group strength is below minimum number, the company reserves the right to proponed / postpones / merges or cancels the tour. If the tour is cancelled due to the above reasons the amount paid till then by the passengers will be refunded without any interest against the receipt copies.*
 - h) If the company decides to operate the tour with participation below the minimum stipulated or if the passengers are required to travel as 'Individual Travellers', the company reserve the right to collect the additional pro-rata amount. Passengers traveling as individual travelers in such cases will not be provided certain services including that of tour escorts, group activities & games & the passengers may travel with the same itinerary with some amend-ments, such as seat in coach, airport transfers, which are at fixed times etc.*
 - i) Company reserves the sole right to make changes in hotel, transport, sightseeing and tour program etc. at any moment of time due to unavoidable circumstances for the comfort, convenience, or safety of the passengers.*
- 2. No person including the Employee/s and the Agent/s of the company other than company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation, term or condition set forth in this Brochure.*

3. *in the event of the company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such tour or holiday has been booked, the passenger shall have to:*
 - a) *Continue with the tour or holiday as amended or altered.*
 - b) *Accept any alternative tour or holiday, which the company may offer. In either case the passenger shall not be entitled to, or the company shall not be liable to the passenger for any damage, additional expense, consequential loss suffered by him or to pay any amount as refund.*
4. *No liability on part of the company arising any in any way out of this contract in respect of any tour, holiday, excursion facility shall exceed the total amount paid or agreed to be paid for the tour and shall in no case include any consequential loss or additional expense whatsoever.*
5. *Independent contractor services: The liability of the company is restricted to the making of reservation in accordance with the passenger's requirements. This liability will cease on the issue of a ticket, reservation and travel document to the passenger. The company is not liable to the passenger for any loss of person or property caused or damaged, or suffered by the passenger on account of deficiency in service by any independent contractor. Any gesture of courtesy extended by the company to the passenger to minimize such loss or damage will not constitute an admission of such liability or a waiver.*
6. *It is hereby declared that the immunities provided under the contract shall be available to the company's managers including Tour escorts, employees, servants and agents but not to the Independent Contractors selected by the company.*
7. *If the passengers have any complaint in respect of services provided by any of the independent contractors, the passenger shall immediately notify the same to the independent contractor and a copy there of should be handed over to the tour manager, to enable the company to take up the matter with the independent contractor.*
8. *The company shall in no circumstances whatsoever be liable to the passenger or any other person traveling for any loss or expense incurred due to:*
 - a) **Loss of Property or Life:** *Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and/or damage or any damage to baggage or personal effects howsoever caused.*
 - b) *Any change in flight schedule or meals not being served. Delay or changes in train, bus, air plane or ship or other services due to sickness, weather conditions, strikes, war, quarantine, or any other cause whatsoever.*
 - c) *Sightseeing missed due to unavoidable circumstances and any reason beyond our control such as road traffic congestion. The company reserves the right to claim*

any additional amount of money for the same. All the loss or expenses will have to be borne by the passenger.

9. Booking and Payments Terms:

- a) *The passenger must read the tour itinerary, the 'Terms & Conditions' and 'How to book your world/ Indian tour' carefully before filling and signing the booking form. The signing of the booking form by the passenger shall mean acceptance in totality of the Rules and regulations contained herein by the passenger/s. In case of one or more but not all passengers sign the 'Booking Form', it shall be deemed that the others have duly authorized the concerned signing passenger/s.*
 - b) *There is no contract between the Company and the passenger until the Company has received the appropriate non-refundable deposit.*
 - c) *Along with the registration amount the passengers must pay the cost of rail or other air tickets and any optional program.*
 - d) *The full payment must be received in accordance with the procedure laid down in the Brochure under the heading "How to book your world tour" for Indian Tours.*
 - e) *If the passenger fails to make the payment within the stipulated time, the company shall forfeit the entire amount paid at the time of booking and apply the scale of cancellation charges given below; the passenger shall not be entitled to the refund of the same.*
 - f) *Passengers have to clear the entire billing amount of the tour before tour departure date.*
 - g) *For dishonoured cheque, passengers will have to pay Rs. 150/- per cheque.*
 - h) *Personal cheques are not acceptable 15 days prior to departure. Only case/ D.D. will be accepted.*
 - i) *When booking through a preferred sales agent-PSA, the tour price/ balance payment is to be made by demand draft/ cheque in the name of Paryatan World payable at Mumbai. Cash payment will not be accepted when you are booking the tour through a PSA.*
 - j) *Enjoy today pay tomorrow: The granting or rejecting of the loan application shall be sole prerogative of the concerned bank. The company is not responsible for the same.*
10. **Reservation:** *The necessary reservation for railway, air, hotel, buses, etc. shall be done by the company and the passengers shall be deemed to have authorized the company for the reservation on their behalf.*
11. **Travel Reservations (rail/air/ship):** *The increase in Rail, Air, Boat and other public conveyance charges in effect after brochure has been published are not included in the tour.*

- a) *Price and the passengers shall be personally liable to pay the same before the tour departure.*
- b) *As the company has no control over the seats provided to the passengers by the Railway/ Airline, the passengers are bound to travel by the available seats, and shall not be entitled to cancel the tour program on account of this. The company cannot guarantee specific seat numbers, lower berth/side berth and that passengers traveling in a group will be seated together in the same coach during train travel.*
- c) *If the passenger desires to reserve their own tickets, then it is their duty to reserve for scheduled flight/ train or other transport and to inform the company well in advance and to present on or before the reporting time at 'Your reporting place' as per the brochure.*
- d) *The company is not liable for any loss or damage due to negligence or technical fault or any reason whatsoever due to changes, amendment or cancellation by Railway/ Airline.*
- e) *The company is not liable for any loss or damage incurred by the passengers, in case the passengers miss their train/ flight due to any unavoidable circumstances such as political reasons or natural calamity or road traffic congestion etc.*
- f) ***Railway/ Airline Date Change:*** *For any change in flight/ train date made by passengers, amendments charges will be applicable. Date change is not possible once the passenger has commenced the journey.*
- g) ***Airlines:*** *Flight operation days/ itineraries/ timings are subject to change without prior notice.*
- h) *Passengers traveling by apex fares on flights must carry valid photo identity.*
- i) *Passengers traveling by air will be subject to the airline restrictions/ limitations on baggage weight/ size/ number.*
- j) *Nepal tour passengers must carry valid identification documents.*
- k) *In-flight meals subject to availability.*
- l) *Baggage lost by the airline will not be company's responsibility.*

Important Conditions:

- 12. *Tours are subject to R.B.I. / G.O.I. approval.*
- 13. *The company reserves the unconditional right to refuse a booking/ terminate a passenger on tour in event of unreasonable behaviour at any time.*
- 14. *It is passenger's responsibility to collect in time, the necessary documents from the company's office.*
- 15. *The passengers will have to strictly follow the tour program.*

16. **Single Passengers:** *Passenger traveling alone must pay single supplement charges if a suitable partner for double/ triple sharing is not available.*
17. **Travellers who need special assistance:** *The Company will make reasonable attempts to accommodate the special needs of the disabled travelers if informed at the time of booking, but the company is not responsible in the event it is unable to do so, nor it is responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Most transportation services are not equipped with wheelchair ramps. We regret that we can provide individual assistance to a tour member for walking, dining, getting on & off motor coaches and other transportation vehicles, or other personal needs. A qualified companion must accompany travelers who need such assistance.*
18. *It shall be solely client's responsibility to hold valid travel documents & statutory clearances, to enable you to travel on the tour such as passport, visas, confirmed air tickets, insurance and medical insurance certificates and other statutory certificated. Your passports must be valid for at least six months subsequent to the scheduled departure date of the tour.*
19. **Meals:** *Meals are preset and changes in the menu are not possible. The company reserves the rights to change the meal arrangements in certain unavoidable circumstances.*
20. **Coach/ Seating:** *Note that bus seats are allotted strictly on first come first serve basis. There is a strict no smoking, drinking and eating policy on the buses. The company is not liable in case of theft or robbery of any items from the coach.*
21. **Punctuality:** *The coach drivers are bound to specific Rules. Any sightseeing missed due to delay by any passenger is non refundable.*
22. *The company solely reserves the right to publish the passengers photograph or group photograph taken during the tour.*
23. **Tour Price:** *The price quoted in our proposal or brochure has been calculated as per the rates prevailing at the time of printing this brochure. The company reserves the right to amend the price published in this Brochure in case of supplier rate fluctuations, currency fluctuation changes in the various cross rates of exchange and/ or fuel cost, before the date of departure. The passenger must pay for all such increased in price in full before tour departure.*
24. **Transfer of Tour:** *A transfer from the originally booked tour to another tour will be rated as a cancellation on that tour and the charges of cancellation as stated in these terms will apply.*

Cancellation:

- a) *If the company prepones or postpones a tour due to any circumstances beyond our control like natural calamity, political disturbances, Security problem, change in air schedules etc. The passenger has no right to cancel the tour.*
- b) *If the company has to cancel program for want of sufficient number of passenger, the entire amount paid by the prospective passenger shall be returned by the company by A/C payee cheque against receipt only.*
- c) *Cancellation charges for air/ rail reservation are applicable as per their rules and will be refunded to passengers after receipt of refund from respective airline/ railway and after deducting the processing charges.*
- d) *Please note in case of State Govt. / private resorts, where full deposit has to be paid in advance unable us to confirm the reservation, no refund will be given if services are amended cancelled or not utilized.*
- e) *In case of cancellation of cruise program, cruise cancellation charges will apply.*
- f) *Passengers cannot cancel the tour, incase any specific train class tickets are not available. They will have to travels by the next available train class. If the passengers have to cancel the tour due to any reason they have to make an application in writing to that effect with the original receipt.*

<i>Period before departure within which written cancellation application is received by Paryatan World office</i>	<i>(Cancellation charges) % on total tour price</i>
<i>International</i>	
<i>More than 28 days</i>	<i>Deposit only</i>
<i>27 – 14 days</i>	<i>40%</i>
<i>13 – 07 days</i>	<i>60%</i>
<i>06 – 02 days</i>	<i>80%</i>
<i>On the day of tour departure on tour</i>	<i>95%</i>
<i>Domestic</i>	<i>Non refund is liable</i>
<i>Before 61 days</i>	<i>Rs. 300/-</i>
<i>46 – 61 days</i>	<i>5%</i>
<i>31 – 45 days</i>	<i>10%</i>
<i>15 – 39 days</i>	<i>20%</i>
<i>04 – 14 days</i>	<i>50%</i>
<i>01 – 03 days</i>	<i>80%</i>
<i>On the day of departure/ on tour</i>	<i>100%</i>

25. Refund:

- a) *The booking amount paid while booking is a non refundable and interest free amount.*
- b) *Refund if any for amendments and/ or cancellation will be paid directly to the passengers by the company strictly by cheque in Indian rupees at the prevailing rate within 15 days Domestic tour and 45 days for world tours, as per RBI rules and regulations irrespective if the tour payments where in path or whole foreign currency. No refund will be payable, for any unused portion of the tour, due to whatsoever reason.*