

#### **BOOKING FORM AND TERM&CONDITION**

P.S ;- Before Booking :-

#### Below Points as treat as a Booking Form .. and agree by the guest all Below T&C , after paying the advance.

It has been insure by TSH, that it is agree by guest and Signed by one or more persons for themselves and for others mentioned in the form, then the communication signed by such signatory/s would be treated as a valid communication for cancellation for all such persons mentioned in the form. Similarly if your Travel Agent cancel and amend in it will be deemed and construed that all the clients and you are in agreement with the same. The computation of the period of notice of cancellation shall commence only from the time the written request reaches the Company at its office in New Delhi on working days within office time. In case of cancellation, the following cancellation charges shall apply:

GST of 18% applicable over and above all mentioned charges It is a clear understanding between the parties that for the purpose of this clause cancellation can be due to any reason whatsoever including the reason of inability to participate due to any reason including illness, death, court orders, non- availability of travel documents etc. The Company shall not be liable to pay any compensation, interest or damages to you. As per the booking conditions, we are constrained to levy the aforesaid Cancellation Charges in addition to the actual expenditure incurred towards visa, travel insurance, retention charges by overseas supplier etc. You expressly agree to and accept the foregoing clause

#### This will be signed any one from group and send on Email - info@travspokeholidays.com.

#### ONE /SOME MEMBER(S) MAY SIGN BOOKING DOCUMENTS ON BEHALF OF A GROUP :

In case of one or more but not all tour participants named in the Booking Form sign the Booking Documents, it shall be deemed that the signatories have been duly authorized by all such tour participants to sign on their behalf assuming full responsibility and accordingly it shall be deemed that all such tour participants have signed the booking documents.

#### CONTRACT SUBJECT TO SIGNATURE AND PAYMENTS:

Please note that there is no contract between the Company and the tour participants until the Booking Documents are signed and received by the Company and the Company has also received the specified non-refundable interest free booking amount. The full payment must be received in accordance with prescribed payment schedule. If not paid in accordance with the payment schedule the company reserves the right to cancel the booking with consequent forfeiture of booking amount and apply scale of cancellation charges as mentioned in the brochure. Any payment that you make to your Travel Agent would not constitute payment to the Company until the same is remitted to the account of the Company.

#### **INTRODUCTION:**

#### Dear Guest(s),

Thank you for choosing Travspoke Holidays Pvt Ltd (TSH). for the best travel experiences. We offer you a delightful experience and make all efforts to ensure that you have delightful holiday.

We devote keen attention to every minute detail of your tour. At the same time were quest you to follow the below terms and conditions so that we are successful in our earnest attempt to give you a hassle free and an enjoyable tour. All our International Tours/International Fixed/Group tours Customized tours/Tailor made tours generated/booked through our through email are sold subject to these Terms and Conditions, as amended from time to time and the contract between you and us shall be governed by the same. If you book any third party products through us, their Terms and Conditions would be applicable in addition to our Terms and Conditions.

## TERMS & CONDITIONS FOR GROUPS – TRAVSPOKE HOLIDAYS (TSH)

#### PAYMENT AND SCHEDULE FOR INTERNATIONAL INTERNATIONAL GROUP/FIXED TOURS

Please find a chart of the schedule of payment for the International Group/Fixed Tours.



Reservation Amount Per Person	South East Asia + Middle East Amount Per Person	Europe, Far East & Africa	US, Australia & New Zealand
Booking Amount	25,000/-	50,000/-	75,000/-
60 Days prior to Departure	50% of the total packages cost	50% of the total packages cost	50% of the total packages cost
30 Days prior to Departure	100% of the total packages cost	100% of the total packages cost	100% of the total packages cost

In case of short payment received against booking amount, we will require the balance amount within next 10 days, failing which the amount paid by you will be forfeited and you will have to make a fresh transaction.

If you are booking your tour within 30 days of the departure date, then 100% of the tour payments must be made immediately, before any service can be provided. This booking will be subject to availability.

**NOTE :** (a) The booking amount is non-refundable

## HOTEL ROOM POLICY.

- **N**o Rooms will be in same floor, its depend on hotel.
- > Shuffling of rooms is not possible.
- Sharing of rooms will be shuffle as per the same gender.
- > No Choice for room sharing by the guest.
- > TSH will share the room as per on the basis of gender.
- On double sharing, if room partner will be cancel the booking, TSH will adjust in Triple Sharing with discussed of room guest. Or He/She will pay Extra for Single sharing cost.On last movement cancellation cancel guest will pay the full amount to the room partner..

## **CHILD POLICY**

- Child 0-2 yrs (Infants) will be free of cost (baby cot can be requested for infants in advance)
- Child 2-12 yrs will be charged 50% of the adult price (without extra bed)
- > Child 2-12 yrs will be charged 85% of the adult price (with extra bed)
- Guests above the age of 12 yrs will be considered adult
- > Child Policy subject to change depending upon

# **COACHES & TIMING RESTRICTIONS**

- > Please note EC regulation for coach drivers: Final itinerary will be made keeping these laws in Consideration.
- ▶ In one day a driver is not permitted to drive for more than total of 9 hours between 0800 hrs 2100 hrs.
- The duty time of the driver are 10 12 hrs per day depending on the country they are in. In one day a driver must have 11 consecutive hours of rest. This can be reduced to 9 hours only three times per week. This is not specific to your itinerary. This will be influenced by the driver's previous duties.
- In a week, driver has to have one day as a full holiday. This is not specific to your itinerary. This will be influenced by the driver's previous duties.
- The above EU laws can be overruled by the specific laws of a particular country. This is at the sole discretion of the police at the time of checking.
- Supplement attracted due to extra driving hours or KM will be borne by you. TSH will not be liable to pay for such expenses.

## SHOULD THE ABOVE REGULATIONS NOT TO BE AD-HERED TO IT IS POSSIBLE THAT:



**P**olice checking driver's hours prevent coaches from continuing the journey. The coach will be impounded.

- > Drivers will delay departure of the next service
- > In the event of an accident no insurance claims can be made.
- > Upon periodic checking of the coach company Teco graphs, licenses can be revoked.

We do not accept any responsibility for compliance or for risks associated with non –compliance with the above regulations or any other relevant legal requirements.

- Itinerary is opera table only if the above mentioned timings are adhered to by the group members. The responsibility to inform the group member's lies either on you as a Travel agent or your Tour Leaders (minimum one per coach). Our Tour Leader's (if booked) have the authority to leave group members behind who do not adhere to the timings outlined in the tour programmed.
- TSH is not responsible for any delays & discomfort caused by the need to replace a coach as a result of coach being impounded.
- TSH does not take responsibility of being able to provide any alternative transportation as a result of delays caused by the group members resulting in non compliance of the driving laws.
- Please indicate any changes desired at least one month prior to the group arrival date so that we can concentrate on minute details & other important organizational issues which will enhance & consolidate the experience of the tour.
- Smoking, Eating & Drinking (alcohol or any other beverages except water) on the coaches is strictly not permitted.
- > Toilets on the coaches are for emergencies only.
- It is the responsibility of your Tour Leader to maintain hygiene & cleanliness on his/her coach & distribute sick bags to guests.
- Not complying with the above cleanliness conditions & civic responsibilities, the coach driver is permitted to charge a compensation which he deems fit.
- Please note that most European drivers speak basic English at best. This is limited to being able to communicate & fixing departure times & pick up points.
- We are not responsible for communication problems or miscommunications between the driver & your Tour leader or your group due to language problems.
- > To avoid the above language problems you have to book a local European Tour Escort.

## FOOD & BEVERAGE/REFUND

- Timing of Dinner between 0730-0930
- Pack meal can we serve in case guest will not available on Time, Max 02 guest. Or as per the Max guest agreement.
- > Special meal can be take time of preparation on the time group arrival.
- All the meals are booked as per your specifications. Please send us your special meal requirements at least one month prior to arrival of the group.
- No refund on un-used meal.
- > Our quote does not specify which restaurants will be booked. TSH is free to choose restaurants for meals.
- If you require a specific restaurant or caterer, please request it during quotation process so correct costs can be provided.
- No request for a specific restaurant will be entertained if not requested during quotation process.
- For your Gala dinners, conferences & other special events we require a proper technical rider & specific requirements including but not limited to:

Seating Style Expected

Stage set up expected

Cuisine & menu expected Table decoration expected

Gala Dinner budget

Sound, light, projector, type of projection (back or front?), stage size, height etc.

Everybody understands something different by a Gala dinner. We need very clear specifications to give you a correct quote.



#### Yatra bahut kuch sikhati hai.....

> All Gala dinner quotes are tentative until a list of specific requirements are agreed upon with extra cost.

## **TIPS & PORTERAGE**

- > Our offer does not include tips for the Guides/Drivers. The prevalent rates are as follows
- > Porterage at, but not limited to hotels, airports, railways stations, ships is not included in the offers.

# WATER

- ➤ Tap water in Europe is clean & suitable for drinking. Mineral/Bottled water can be purchased by the guests at super markets or from the hotels/restaurants by making direct payment.
- > Hotels in Europe do not provide free mineral water in the rooms.
- Please specifically ask for water in your quote or requirement as this will be an extra cost. Please inform us at the time of Confirmation in advance, if you want us to supply water to the guests (in the coach or elsewhere). This shall be charged @ a minimum of EUR 1.50 per bottle (500ml). Additional delivery charges will be decided on a case to case basis depending upon the quantity ordered.
- > No water In Tour, this will be providing on the basis of destination.

# MEDICAL CONDITION

- > TSH has a right to send back guest to the country , if He/She feel sick or not able to travel,
- ➢ Un-used services are non-refundable.
- Difference of fare guest has to pay on the time of air amendment or give insure in written of payment while back to country with in 15Days.
- > TSH will insure the full and final payment as basis on Extra pay by TSH, behalf of guest or **his/her** Family.
- > TSH has rights to make the changes as per **his/her** condition of medical ground.

## STORAGE

Any storage required at, but not limited to hotels, event locations, cruise, coach, train, sightseeing spots will be charged extra.

## DAMAGE TO PROPERTY

Any damage to the property of the supplier(s) will have to be paid by clients directly.TSH will not take up any responsibility on your behalf (including any cash to be paid against the damages).

## HOTEL TERMS & CONDITIONS / POLICIES

- **C**lient should abide to terms & conditions of the hotels.
- ➢ WIFI, Smoking/Non smoking room policy, cancellation policy, Air-conditioning in the rooms, Breakfast menus etc are applicable as per individual hotel policy. If exact requirements are not specified at the time of placing request/booking by the client then client is not entitled for any compensation/refund.
- In some Hotels, breakfast may be served at a different restaurant rather than main Restaurant. The same is in sole discretion of Hotel.
- > Our Company shall not be held liable for the room conditions or any of its amenities.
- The standard check in time for Hotels across the globe is 14:00 Hrs onwards and the check out time is 12:00 Hrs latest or before that.
- Hotels may not provide you breakfast on the day of check-in unless and until you have requested for an early check-in for which you have to pay additional charges.
- Company selects Hotels for your stay at locations, as provided by its Destination Management Company (DMC) for various reasons, in countries such as Europe and USA the hotels chosen are away from the city center as they are comparatively cheaper in comparison to the Hotels situated in the downtown or main city center area,

## VISAS

- Visas are solely client's responsibility. We will not be responsible for any delays, rescheduling or cancellation resulting due to non-grant of applicable visas and/or necessary travel documents.
- > Any financial obligations arising out of cancellation or rescheduling have to be paid by you.



#### Yatra bahut kuch sikhati hai.....

- Confirmation for visa purposes from suppliers like Hotels & TSH will only be sent after the advance payment is received in our account. Please ensure one week for preparing & organizing the same. We will not entertain any last minute requests.
- > Visa information may be change, hence TSH will not responsible, Deport by immigration or Airlines.
- > We are not using Dummy tickets and Hotel voucher for Visa purpose.
- > All Term and Condition basis of Embassy.
- > No Refund on Visa Rejection .

# CHANGES IN NO. OF GUESTS REDUCTION IN GROUP SIZE

- Collective group costs like Tour co-coordinator, event locations rentals, no of guests per coach etc has to be divided by lesser no of guests.
- > Change in the Hotel, catering, location prices etc by the suppliers due to loss of revenue.
- > Reduce of Group Size, Cost will charge extra by rest traveling passengers.
- > Reduce the group size will be the causes of cancel the group.

#### **INCREASE IN GROUP'S SIZE**

- Restaurants, event locations, coach's, hotels previously booked might not be able to accommodate the group size increase.
- > Additional manpower might be required to manage the group.

## NO SHOWS/ LAST MINUTE

- Any no shows will be charged 100% cancellation. 48Hrs prior to departure.
- > 0-17Days Hotel and Land Part will be non refundable.
- > Any case payment of Hotel, Landpart, Sightseeing will be non refundable

## **AIRLINES / REFUND**

- Air Line refund on the basis of Fare rules.
- > Death of Blood Relations, its will be refund, Amount will decided by the airlines, after submit the documents.
- Group Tickets are Non-Refundable once issued.
- Downgrading due to overbooking or if in case the airlines fails to accommodate you despite you having the confirmed ticket.
- In group tickets web-check-in may not be available. Seat allocation is not undertaken at our end as it is at discretion of airlines.
- > The Company shall also not be responsible for quality or quantity of meals offered by the airlines

# LIABILITY

- The liability of TSH is limited. We act only as an agent for all the services provided, including but not limited to services involving ship, air, rail, hotel accommodation, restaurants, which are provided by various companies who are independent contractors.
- We and our suppliers cannot accept any responsibility for losses or accidental expenses due to delay or changes in schedules, defaults or over bookings by hotels, sickness, death, weather changes & conditions, strikes, war, political instability, quarantine and other causes beyond our control. All such losses or expenses will have to be paid by the passenger. Baggage and small articles (coats etc.) are at the owners risk throughout thetravel.
- We reserve the right to vary itineraries in order to improve the itinerary, to the passenger's enjoyment and advantage. We reserve the right to cancel or reschedule departures in accordance to the requirements deemed justified by us for any reason pertaining to / but not limited to operational requirements for the passengers safety.
- All services provided are subject to the laws of the specific countries or to the conditions of the various suppliers.

## JURISDICTION/ APPLICABLE LAWS IN CASE OF ANY DISPUTES.



#### Yatra bahut kuch sikhati hai.....

**F**irst both the parties should try and sort the matter mutually amongst themselves

> If the dispute still remains unresolved after a period of 3 months, the Swiss laws are

applicable and the only applicable jurisdiction is Switzerland.

# CANCELLATION OF THE TOUR BY CLIENT:

If you wish to cancel your tour, you must intimate the Company as follows provided that such intimation should be given on a working day within working hours:

TravSpokeHolidays Pvt Ltd. OBT Division

Himachal Pradesh :-51, Housing Board Colony. Brindawan 176061

CANCELLATION POLICY

FOR USA, Europe & Australia

WHEN A CANCELLATION IS MADE	CANCELLATION CHARGES PERPERS ON
More than 60 Days	20% of holiday cost
46 to 59 Days	30% of holiday cost
29 to 45 Days	50% of holiday cost
0 to 28 Days	100% of holiday cost

## CANCELLATION/AMENDMENT BY COMPANY :

We reserve our right to amend or cancel the tour booked by you, without assigning any reason. Such amendment or cancellation may be due to circumstances beyond our control. In such cases, we will offer you alternative tour dates / tours or you would have the option of traveling as individual travellers, not as part of the original tours. If the alternative date/tour is not acceptable or you do not wish to travel as individual travellers, we would refund the money paid by you without interest after deducting any costs incurred by us on your behalf, with in a period of forty five days from the date of amendment or cancellation. However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expense incurred by you.

## CANCELLATION OF THE TOUR/AMENDMENT BY COMPANY

TSH reserve the right to cancel any tour prior to departure without assigning any reason. In such a situation we would offer you alternative tour dates / tours or you would have the option of traveling as individual travellers or on group tours. If the alternative date / tour is not acceptable or you do not wish to travel as individual travellers, we would refund the money paid by you without interest after deducting the visa costs, insurance and any other cost incurred by us on your behalf. However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expenses incurred by you. However, in the event of the Company exercising its rights to amend or alter any tour / holiday advertised in their Brochure / itinerary after it has been booked but prior to departure, you shall have the option to continue with the tour / holiday as amended or altered or to accept any alternativet our / holiday, which the Company may offer. In either of these above cases the Company shall not be liable to you for any damage, additional expenses, consequential loss / damage etc. suffered by you or to pay any amount as refund.



#### CANCELLATION POLICY

FOR FAR EAST, MIDDLE EAST AND SOUTH EAST ASIA			
WHEN A CANCELLATION IS MADE	CANCELLATION CHARGES PERPERS ON		
More than 60 Days	15% of holiday cost		
46 to 59 Days	35% of holiday cost		
31 to 45 Days	75% of holiday cost		
0 to 31 Days	100% of holiday cost		

#### **CONDITIONS OF OTHER THIRD PARTY OPERATORS :**

In the event you are booking through us a tour / travel service of any third party operators like Insight Vacations, Star Cruise etc, the terms and conditions of such third party operators, including their payment schedule, cancellation, refund etc shall be applicable to you in addition to these Terms and Conditions.

#### **CHANGE IN TERMS & CONDITIONS**

TSH maintains the right to alter the terms & conditions from time to time in accordance to the changes in, but not limited to the change in various laws of the countries it operates in, change in taxes, change in terms & conditions of its suppliers, new experiences we make as we operate each new tour.

#### **CREDIT CARD**

- > **O**n the time of check in Guest will give cc details as security.
- If Company give the details behalf of guest (for early check in ) any penalty/Due occur will be charge by the group members.

#### ACCEPTANCE

The undersigned agrees to accept financial responsibility for the above arrangements and agrees with the payment conditions stated above. In case any one of the above terms and conditions is not adhered to, TSH retains the right to cancel the bookings.

We consider this agreement as confirmation of your acceptance of the terms and conditions along with your first payment.

Receipt of payment will also be automatically considered as confirmation of your acceptance of the terms and conditions of this document.

Thanks and Regards

Travspoke Holidays Pvt Ltd