



VFM HOLIDAYS & TRAVEL PRIVATE LIMITED

THIRUVANANTHAPURAM 695008

BOOKING TERMS AND CONDITIONS

BOOKING FORM:

All bookings are generally accepted with proper booking form duly completed in all respect. However bookings are accepted through e mail as well as over the phone in case of any urgent emergency bookings. Deposit or full payment must be paid as per the tour conditions. The head of the family/team leader's signature is required on the booking form and this will abide all members of the family/group travelling with **Value for Money Holidays & Travel Private Limited (later referred as Company)** terms and conditions or any legal aspects of all tours undertaken by the aforesaid members. As e mail and other ways of booking are undertaken for the convenience of the clients by the company, clients are requested to go through the Terms and Conditions of the company (listed in the company web: www.vfmholidays.com) and understand the same before accepting/finalizing their holidays with the company. This will avoid any unnecessary inconvenience to their holidays/claim as all tours are undertaken based on Company terms and conditions. This will be applicable in all bookings and not going through the details will not qualify for any unnecessary claim or refund. All legitimate claims will be accepted by the company as per the terms and conditions.

CUSTOMER'S (TRAVELER) RESPONSIBILITY:

It is the sole and whole responsibility of the traveler prior to their documents collection and departure; to verify and ensure that the documents are given for their travel is in accordance with their request. In case of any mismatch of the requirement this should be brought to the attention of the booking agent immediately so that remedial action can be taken. Company will not be liable for any errors and omissions in this regard if it is not notified after the verification by the customers as company will in good intention do all required bookings on your behalf per your requests. In this event company will not be liable for any claims after or before the departure of the tours by customers.

PAYMENTS:

An initial deposit of Indian Rupees 2000.00 per person is to be paid at the time of making the booking and the balance is to be paid at least 90 to 45 days prior to the departure date. If the bookings are within 90 to 45 days or less, then the full payment must be paid in order to seek the firm booking. For cruise, events bookings, various tickets for shows, etc are to

be booked and purchased instantly and in this event customers are asked to make the full payments while accepting the bookings. Normally these are non refundable purchase and in case of any later cancellations after purchase of the aforesaid service from the Company, no refund will be applicable. Customer should verify the cancellation policy well in advance to avoid any financial loss to our valued customers. Failure to comply with the payment policy would result in cancellation of their confirmed reservations booked with the Company. **CANCELLATION CHARGES AS APPLICABLE WILL BE LEVIED IN ADDITION TO THE PAYMENTS MADE AND THE CUSTOMER IS LIABLE FOR SUCH PAYMENTS.**

PRICING OF THE PACKAGE TOURS:

Normally for the ease of the customers, the quotations are given to the customers in local currency i.e. Indian Rupees by converting the foreign currency (wherever applicable) into Indian Rupees based on the prevailing rate of exchange (ROE) available at the time of giving the quotation.. However if any difference in the ROE occurs before the travel date of the customer, the difference will have to be paid to the company by the customer. However if the full payment is made by the customer as per the agreed terms of payments, this will not be charged to customer and company will absorb the same unless and until the difference is beyond the limit of the company, this will be charged to customer.

REFUNDS:

Refunds, if any, will be paid directly to the customer as per the booking condition, or per company policy. Normally it takes between 60 to 30 days (In some cases this can be more depending on the nature of the refund claim) to process the refunds especially when refunds are to be received from suppliers. All original documents or part of the unutilized documents are required to process the refund. For unutilized partial refund, **it is mandatory** to get the authorization from the suppliers that unutilized services are refundable to the extent of the value paid less any service charges. Failure to fulfill this requirement, company will not be responsible for any refunds though company will do their best to support the customers but not liable for any refund if it is not eligible.

Generally most of the cruise bookings, theatre tickets, apartment bookings are confirmed/purchased especially during any trade fairs/exhibition periods or peak periods, on fully non-refundable policy basis of the supplier hence full cancellation charges are levied irrespective of the cancellation period once the booking accepted/guaranteed by the customer. For such bookings full payments are to be paid along with the confirmation of the booking. It is very essential to have this checked prior to confirming the booking with our agent.

Company will not accept any reasons for cancellation of confirmed fully paid booking including on medical ground, visa rejection by any embassy or consulate or any other institution issuing visa for your visiting countries as these are beyond the control of the company/booking agent. Customers are to ensure that the booking conditions are understood/read before confirming the booking so that there is no confusion/dispute on such cancellation charges. . Company suggests you take appropriate insurance or required precaution to avoid any financial losses in case of any such situation arises.

INSURANCE:

To provide additional security during your holiday, it is highly recommended that you take special travel insurance or any other insurance as applicable to cover your personal accident, medical coverage, baggage loss, disruption on your holiday travel, etc. Our booking agent will assist you in this regard.

TIME LIMIT:

Our booking agent shall advise you the time limit or cut off period of your reservations. However bookings are released once the expiry of the time limit. This is beyond our control as these are subcontracted through airlines and other suppliers of the Company. Company cannot be responsible for such cancellation. It will be the responsibility of the customer to ensure that payments are made on time to avoid any cancellation of their confirmed booking. Whatever the cancellation charges or the deposit paid will be forfeited if the customer fails to comply with this terms and conditions of bookings. If any further additional charges are to be paid, it will be the responsibility of the customer to make the payment to the company. Company will have the full right to recover the payments for such cancellation charges from the customers.

ACCOMMODATION:

In order to assist you in choosing your own category of accommodation, certain star rating have been used in by our booking agents or suppliers. This need not be in compliance with the standards envisaged by any one and this only act as guidance. Hotel descriptions and classifications are based on good faith on those officially recognized in the country concerned .This will vary from country to country; hotel to hotel around the world. It is advisable to check the same prior to your confirmation of the reservations with our booking agent to ensure that the details are in lines with your need.

Normal hotel check in is at 1400 hours and check out time is 1200 hours (this can vary from country to country) in most of the countries, although this can vary depending on the hotel and destination. Some of the hotels do allow early check in and late check out depending on the availability of the rooms. However this is not guaranteed and if any one needs early check in or late check out, it is advisable to book the rooms from the previous night to ensure immediate occupancy of the rooms upon arrival and for late departures, you need to book extra night to cover such requirements.

SPECIAL REQUEST:

Company suggests that clients should request in advance for any interconnecting/adjacent rooms, rooms with view or early check in or late checkout in order to have it confirmed. These are always provided upon check in and are subject to the availability of the rooms/facilities unless it is paid and confirmed in advance. Even though for complimentary requirements, the hoteliers or suppliers request for the same, there is no 100% guarantee as it depends on the availability at the time of check in/check out. Generally most of the hotels have limited rooms in this category; hence it is served as first-cum-first basis. For any supplement charged by the hotels for providing rooms of choice of the customers such as sea view room, garden view rooms, etc. then this is guaranteed by the hotels at the time of making the booking. If it is requested on complimentary or upgrade basis, there is every possibility of non-availability due to high demand especially on peak seasons. Company as your agent in good faith requests the same on behalf of our valued customers but this should not be a cause to withhold or refuse payments for the services contracted if such facilities are not provided due to non-availability of the same at the time of check in/checkout.

In the unlikely event that a selected hotel is unable to provide the accommodation confirmed to you at the last minute, the company would assist you to obtain similar category of hotels. This is beyond the control of the company and the customer should understand that this situation prevail due to some unfortunate circumstances beyond the control of the

Company and their associates. However company shall take all precautions to avoid such situation but sometimes it does happen. Company seeks the customers understanding in this matter.

CHILDREN REDUCTION:

Normally hotels do allow one child aged 2-12 years to stay with parent's room with or without any charge. Certain hotels do allow two children aged 2-12 years to stay with parent's room with or without any charge. These are allowed without extra bed and in the event of any extra bed required; the hotels will levy supplementary charges. In order to avoid any inconvenience to your holiday, it is highly recommendable to pre book the extra bed prior to your departure. Many hotels/accommodation providers restrict one child in one room and if any family having more than one child should request for two rooms especially for adult children. In case any clients wish to take chance for their accommodation directly, company will not be liable for any such act. Due to fire safety this is restricted too.

CHANGE BY US:

It is unlikely that Company will have to make some changes in your confirmed holiday due to some unforeseen circumstances beyond our control. However if any need arise, Company shall do their best to provide similar holiday or other alternate ones. In the event customer does not agree for such amendment, full refund will be paid. However, **no compensation** will be paid as these are basically forced major circumstances beyond Company's control. Company regret that they cannot be held responsible for any losses or expenses that the customer may suffer in this context. Company suggests all customers to take the insurance policy to cover any such happenings.

CANCELLATION BY US:

Company reserve the right to cancel any published / confirmed holidays whatsoever where Company feel it is not safe to operate due to unforeseen circumstances beyond Company control. In this case, full refund of the holiday booked is given or you will have an option to rebook any another holiday of your next choice.

CHANGES TO YOUR FLIGHTS:

Most of the Holidays are based on special air fare / departures and it is normally not possible to change your flights once you have commenced your journey. This is due to airline regulations over which Company will have no control. Should you wish to extend or curtail your stay, this is only possible by purchasing fresh air tickets at the available fare. However Company shall assist the customer's maximum without any commitment. It is possible that unused coupon/service portion may have no refund value. It is suggested in such event that customers check with airlines or concerned authorities before proceeding for the changes and also to obtain authority for any refund, if any, for the unused tickets/services to enable the Company to assist you to process any refunds. Due to peak period, sometimes, the required seats may not be available and in that event, company will not be liable for any penalties or loss incurred for such amendments by the airlines/service providers/customers. Some Airlines/service providers do charge for preferential seats and this can be pre booked by paying extra payments to the airlines/service providers.

PASSPORT, VISA AND HEALTH REQUIREMENTS:

Customers must ensure that prior to the start of the journey; possess a valid passport/document (minimum 6 months validity) and all relevant visas, entry permits and international certificates of vaccination as appropriate to all countries that you/your co-passengers/groups members intend to visit. These regulations keep on changing from time to time; it is highly recommendable that you check all your travel formalities before hand. These are available through the web-site of the countries.

The Company or their agents, operators and/or their staff are not responsible for the validity of the passport, valid visas, entry permits, health regulation and any other local governmental requirements. However they will only be happy to assist you in this regard and it is the responsibility of the customers to ensure that they obtain all documentation well in advance to avoid any loss of money or inconvenience. **NO CLAIMS WHATSOEVER WILL BE ACCEPTED BY THE COMPANY IN THIS REGARD.** It is the responsibility of the traveler to obtain the visa and we shall only assist.

VISA ASSISTANCE:

In order to assist our customers, we provide visa services for the destinations they intend to visit. This is undertaken with the clear understanding that we only act as the agent and we do not have any responsibility in getting the visa for them as this is solely depend on the consulate/embassies. In case the visa rejected by the consulate/embassies, the customer is liable to pay the visa charges, courier charges or any others as appropriate to it.

We cannot take any responsibility for any possible delays of receiving the documents back from the consulate/embassies or their handling agents as this can happen due to holidays or any other reasons best known to them. Customers are requested to book their travel with sufficient time frame so as to avoid any financial losses.

COURIER SERVICE:

In order to have the documents delivery to consulate/embassies or any others, we do use available professional courier companies. **Please note that courier service terms and conditions apply to all such service.** We only act as the agent on your behalf to provide the aforesaid service and shall not be liable for any loss/damages incurred due to the causes beyond its control such as floods, accidents, fire, theft, war, strikes, etc. The liability is limited as per the courier company terms and conditions.

Every effort is made to adhere to the delivery schedule but it may be delayed in the circumstances beyond the control of the courier company.

Customers are advised to insure the documents, if they prefer, as the liability are very limited by the courier companies.

COMPLAINTS:

We make every effort to give you a truthful description of the tours and hotels as shown in the brochure, websites or any publications as per the information available with the Company at the time of booking. If during your holiday certain facilities or services do not come up to your expectations, please speak immediately to the local agent or hotel manager, service providers, etc at the destinations. It will be too late to improve a spoilt holiday if you only write about it after your

return. It is our policy to investigate all genuine complaints but we have little time for professional complainers, who simply want a cheap holiday at the expense of others.

Customers who do not receive the confirmed services from the Agent in the area where they are visiting, the customers are requested to contact the agents on the contact details given in the documents supplied by the company immediately. If need arise, customer should contact the company so that company can also contact the agent for rectifying the shortfall, if any.

IMPORTANT POINT TO READ: In case of any complaints/shortfalls or any unsatisfactory ground services provided during your arranged tour by the Company, this should be immediately notified in writing to the Company upon the return of the customers within a week time otherwise it is considered that all services rendered in accordance to your satisfaction/pre-arranged by the company on your behalf and no claim whatsoever is accepted in this regard.

CONTENTS:

The contents and other information given in the brochures, fliers, web pages and any other literature are correct at the time of printing and are in good faith. Company cannot take any responsibility of any errors or omissions in this regard as these are subject to change at short notice. These are beyond the control of the company and it is recommendable that customers should check and recheck such changes before finalization of the packages. It is impossible to have everything taken care exactly the way anyone needs but company shall try and ensure to supply reliable information at the time of any requirement.

DEFINITION:

- a) "Company" means VFM Holidays & Travel Private Limited or its associates.
- b) "Customer" means the person who signs the booking form or make the contract with the company
- c) "Contract" means the contract for the provision of services by the company to the customer.
- d) "Service provider/suppliers/associates" means any holiday; tour or other services offered by the company on behalf of a holiday; tour operator or other person who provides a service offered by the company.
- e) 'Booking Agent' means staff of the company/supplier who provides services to the customers.
- f) "Hotels" this represents all type of accommodation.

PS: Any other definition stated in this contract is to be clarified by the customers, if it is not understood and company shall assume that all are clear to the customers and it cannot be interpreted to any other form by customers or anyone else.

CANCELLATION POLICY OF THE COMPANY: (GENERAL GUIDELINES)

Once the booking has been confirmed by the company, the customer shall pay cancellation charges in the event that the customer cancels any of the services for any reason whatsoever. The cancellation charges which shall be levied on the total tour cost to the customers for any of the services including any deposit paid by the customer are as follows:

- (a) Cancellation received by the company for **individual bookings - Guideline purpose::**

More than 90 to 45 days – Deposit only; More than 44 to 30 days -25% of the tour cost; More than 29 to 10 days - 50% of the tour cost; More than 09 to 05 days-75% of the tour cost; Less than 5 days or NO SHOWS - 100% of the tour cost

For group bookings - Guideline purpose:

Once the booking is confirmed – deposit only; more than 90 to 60 days - 40% of the tour cost - More than 59 to 45 days 80% of the tour cost; More than 44 days or NO SHOWS – 100%.

IMPORTANT: During the peak period, trade fair time or any other events period Cancellation policy for both FITs as well as Groups vary. This will be provided to you by the booking agent. Customer should ask and clarify the same as company will be strictly following the cancellation policy as advised by the supplier of ours.

- (b) Once the tour is undertaken no partial refund eligible and this is treated as 100% cancellation charges.
- (c) The above cancellation charges are for the normal tours and it differs for cruise and any other tailor made packages. Please refer refund clause above.
- (d) The above are the general terms of the booking with the company. However this can vary on case to case basis, which will be notified to the customers well in advance to prevent any loss to the valued customers.
- (e) It is not our policy to charge cancellation charges unless we have been charged by the airlines/our suppliers. However normal handling charges will be levied by us based on the nature of the cancellation.

LIABILITY OF THE COMPANY:

- I. The company and its agents act only in the capacity of agents for the customer in all matters pertaining to the services. All receipts, vouchers, coupons, tickets, exchange orders and any other documents are issued subject to the terms and conditions of the company laid down herein. The company and its agents have no responsibility for the loss, accident, injury, damage, delay or irregularity that may be caused to person or property, however caused or arising during any holiday or tour under its management, sponsorship, procurement or otherwise. Baggage and personal effects are always the customer's sole responsibility. The transportation when the customer is not on board a carrier or conveyance used or operated by the transportation companies or firms.

The passage contract in the use by the transportation companies or firms concerned shall constitute the sole contract between the transportation companies or firms and the purchaser of these tours and/or customers. The holiday or tour is issued and conducted at the sole responsibility of the holiday or tour operator and is not issued on behalf of, nor does it commit, airlines, or any airline whose services are used during the holiday or tour.

- II. The issuance by the company and acceptance by the customer of receipts, coupons, tickets, exchange orders or any other documents shall be deemed to be the consent by the customer of the terms of paragraph (I) above of these conditions.

III. The company shall not be considered in breach of this contract or under any liability whatsoever to the customer for non-performance, part performance, defective performance or delay in the performance of any of the services or work carried out or to be carried out by the company or its employees, agents or sub-contractors hereunder which is directly or indirectly caused by or is a result of any circumstances beyond its direct control. Without prejudice to the generality of the foregoing, the following shall be regarded as such circumstances.

Act of God, explosion, flood, lighting, tempest, fire accident, war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, civil war, riot, civil commotion or embargoes, strikes, lockouts or other individual actions or trade disputes of whatever nature (whether involving employees of the company or third party); defaults of suppliers of any of the services or sub-contractors of such suppliers for any reason whatsoever, incompleteness or inaccuracy of any information which is the responsibility of the customer to provide. Any failure, default in performance, or any act or omission whatsoever on the part of the customer or its employees or agents.

IV. Should any of the circumstances referred to in paragraph (iii) above of these conditions occur before the departure date of the customer the company will endeavour but shall under no obligation, to offer alternative arrangements and shall make price adjustments as the company, in its sole discretion, considers reasonable in the case of any alteration to any holiday, tour or any other services. In the event of total cancellation under such circumstances a full refund of any deposit paid by the customer will be made.

GOVERNING LAW:

These conditions shall be construed according to the laws of the Kerala State Government and shall have exclusive jurisdiction in the event of any dispute between the customer and the company

IMPORTANT NOTE: ALL TOURS ARE OPERATED BY VFM HOLIDAYS & TRAVEL PRIVATE LIMITED AS PER THEIR TERMS AND CONDITIONS AND CUSTOMERS ARE ADVISED TO GO THROUGH THE SAME DETAILED IN THE COMPANY WEB SITE: WWW.VFMHOLIDAYS.COM AND IF NEED ARISE OBTAIN THE COPIES OF THE SAME FROM THE BOOKING AGENT. COMPANY WILL NOT BE LIABLE IF ANY OF THE SAME IS MISINTERPRETED OR NOT READ BY THE CUSTOMERS. IT IS THE RESPONSIBILITY OF EACH AND EVERY MEMBERS OF THE TEAM TO READ THE SAME BEFORE ACCEPTING THE RESERVATION AS THESE CONDITIONS ARE APPLICABLE IN CASE OF ANY UNFORESEEN CIRCUMSTANCES. ANY CLARIFICATION REQUIRED ON THE TERMS AND CONDITIONS, THE CUSTOMERS SHOULD CLARIFY THE SAME PRIOR TO THE ACCEPTANCE OF THE SERVICES FROM THE COMPANY OTHERWISE IT IS UNDERSTOOD THAT THESE ARE READ AND ACCEPTED BY ALL MEMBERS OF THE TEAM. IF ANY CLIENTS DO REQUIRE THE TERMS AND CONDITIONS TO BE SENT BY E MAIL, PLEASE REQUEST OUR STAFF MEMBER TO DO SO.
