

Terms and Conditions - India & World Tours

Dear Guest,

We make every effort to provide you with the best services in a pleasant and friendly atmosphere at all times. We strive for your complete satisfaction to provide a safe and secure journey without any misunderstandings between the tour escorts, the company and you at any time.

The 'Terms and Conditions' given below, on our website, the tour registration form and any other printed material and brochures, together with 'How to book your tour' section from the World Showcase form the basis of our contract with you. You are required to read, understand and accept all the terms and conditions, before you have registered yourself/family/friend for any of our tour.

GJC HOLIDAYS

Brochure Accuracy

This brochure along with tour tariff is published in January 2011. All previous brochures, letters and any other modes of circulation stand cancelled with immediate effect. Every effort is made to ensure brochure accuracy at the time of publication, based on the available information. Yet errors and omissions may creep in. The maps used in this World Showcase / any brochure are for reference only and are not to scale. We reserve the right to change any brochure information before or after a tour is booked, due to any events beyond our control. Tour itinerary, tour price, departure date and hotels are subject to change. If we are aware of these changes sufficiently beforehand, we will inform you in advance. Otherwise, our tour escort or local representative will inform you of the changes on tour.

Definition

Passenger(s)/You/Guest/client" means the person/persons in whose name/on whose behalf booking or registration is made.

Company/We/Us means **GJC HOLIDAYS**

Brochure" means World Showcase. Both these terms can be used interchangeably.

Independent contractor" means any hotelier/hotel owner, owner of any airlines or shipping company or Bus supplier or Railway or Ferry Boat/ Cruise/Coach owner/operator or any other person or organization who has been selected by the company to render services to the Passenger(s).

Jurisdiction

All disputes pertaining to the tour and travel, travel related services conducted by the Company and any claim arising there-under shall be subjected to JAIPUR .jurisdiction only.

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 shipping, railway, motor, buses, coaches, etc. or any hotel or restaurant, other facility or services mentioned in this brochure. We also do not own or control any Hotel, Restaurant, Transport or other facility or the services mentioned in this brochure. We take utmost care in selecting all the ingredients for making your holiday a comfortable one. We only select but do not have any control in running them. Thus, we are not responsible for any injury, loss, personal harm, death or damage that may be caused to any person or property which may be caused by the act or default of the management or employees of any independent contractor and arising outside our normal selection and inspection process.

It is imperative that all the passengers who are joining any of our tours, shall abide by and strictly

comply and observe all the terms and conditions laid down herein.

Meals

There is a pre-set menu for meals as per the tour program. Packed meals would be served at some places. The type of meals are clearly indicated in the brochure. Unlike an airline, we cannot process a special meal, nor can we guarantee a special diet for any particular guest, except to the extent mentioned in the brochure and preferred by you. We, however, reserve the right to change the meal arrangements if circumstances make it necessary for us to do so. In the event of the tour participant missing any meal due to any reason, no claim can be made by the participant thereafter, for the meal he/she has missed and not utilized.

Hotels/Room

Since most of the time, you will be out for sightseeing, we have taken care to select hotels, which are comfortable for you. Most of the rooms have a private bath or shower and they shall be located in the center of the city or away from the center of the city. Air-conditioning, central heating and other facilities are solely at the hotelier's discretion, depending upon factors such as weather conditions, local systems, tour type, etc. Accommodation is generally provided on Twin sharing bases. Triple rooms are not larger than twin rooms and the third bed is often a roll-away mattress put in a twin bedded room.

Single person will have to pay single occupancy charges. If single person seeks for a partner and the partner is available, twin sharing charges will be applicable. In case any of the partner gets cancelled the other person will have to pay single occupancy charges.

Single person not willing to pay single occupancy charges will have to share a room with two or three co-passengers, subject to availability or else has to wait till the willing person books the tour.

For all tours, accommodation in the hotels are made in standard rooms only (as per the tour itinerary).

Guests will have to abide by the check-in and check-out time of the respective hotels. For Indian tours, the check-in time is 12 noon and check-out time is 10 a.m. For World tours, the check-in time for the hotels is 3 p.m. and check-out time for the hotel is at 12 noon.

Early arrivals and late departures should be adjusted by the guests themselves as per the respective check-in and check-out timings for which additional cost may be applicable.

All baggage and personal effects shall be at all times and in all circumstances, the responsibility of passengers. GJC HOLIDAYS will not be responsible or liable for any loss of such baggage and personal effects during the tour.

Laundry, telephone, mini bar, alcohol, beverages and food not on the menu, optional excursions, excess baggage fees, shopping, paid toilet, are all items of a personal nature. These additional items will be charged separately to the Guest before leaving the hotel, ship/cruise or restaurant by the concerned authority. Such charges for additional items are payable by passengers alone and the Company will not be liable for the same.

World Tours Coaches / Buses

Our seat numbers are allotted on the booking priority basis. Seat nos. 1,2,3,4 in each bus/coach are reserved for the Tour Escort/Guides. There is a strict no smoking, alcohol and eating policy in the buses. If passengers are carrying any high value items on the coach, Company advise you not to leave them behind when you leave the coach. All baggage and personal effects are at all times and in all circumstances your responsibility. We will not be responsible or liable in case of loss of any items from the coach. Baggage insurance is recommended. Any damages caused by you to the coach during the travel shall be payable by you and the company will not be liable for the same.

Indian Tours Coaches / Buses

We use air-conditioned/air-cooled Non-AC coaches, mini coaches, jeeps or taxis depending on the type of the tour, itinerary and passenger strength.

World Tours

We use air-conditioned/air-cool luxury coaches. The coaches may be equipped with an emergency washroom, however this facility is not to be used in lieu of the rest rooms at our frequent comfort stops/in case to use this facility, you need to pay tips to the driver directly. For Kenya we use Non-AC Combi.

Itinerary Changes and unavailability of Sights

We may often operate more than one coach per departure date. For the comfort and convenience of the guests, we may sometimes we change the direction, or slightly amend the itinerary, including the flight/train/coach routing. The said changes shall be intimated to you, prior to the start of the tour or on tour. In the event that a passenger/joining passenger misses out on any part of the sightseeing tour or any such tour due to delay on his part, he will not be entitled to claim refund for the same. During local or national holidays certain facilities such as museums and restaurants, sightseeing tours and shopping may be limited or not available for which there shall be no complaints and/or claiming of refunds.

All itineraries are well planned. Airline companies may change their flight schedule depending on varying economic conditions and demand. Such changes in the airline schedules may indirectly impact our tour itineraries, accordingly the company reserves right to change its schedule due to circumstances beyond its control. Such changes shall also cause variation by way of alterations / additions in the tour program.

Payments

The registration amount paid at the time of booking is a non-refundable and interest free amount. All the payments shall be paid in accordance with the procedure laid down in the brochure under the heading "How to book your Tour" in the World Showcase. If guests fail to pay the final payment as per the instructions in the World Showcase, we reserve the right to cancel the reservation. In the case of billing errors, we reserve the right to re-invoice with correct pricing. In case of dishonoured cheques, passengers will have to pay INR.150/- for every such dishonour. A cheque dishonoured is an offence under the Negotiable Instruments Act and the Company reserves its right to take necessary legal action as may be advised. The bookings will be processed only after the registration amount is paid in full.

Tour Price

The price quoted in our proposal or brochure has been calculated as per the rates prevailing at the time of printing of such proposal or brochure. The Company reserves the right to amend/alter the price published in such proposal or brochure in case of supplier rate fluctuations, currency fluctuations due to changes in the various cross rates of exchange, changes in various taxes, visa fees and/or fuel costs, before the date of departure. Any such increase in price must be paid for in full before tour departure by the guest. In such exceptional cases any increase in price during the tour must be paid in full by the guest during tour.

Deviations

If any guest wishes to deviate from the tour itinerary, the changes will be made subject to availability. For such deviation, the guest has to pay the additional supplementary cost in full before the tour departure, which may affect the guest's tour price.

Tour Price other than Ex-DELHI

Tour price is based on departure from DELHI , India, unless specifically mentioned. Passengers boarding flights from other places will have to pay the entire airfare difference and bear any additional expenses such as airport transfers, hotel stay etc. on their own.

Visa (World tours)

All passengers traveling on **GJC HOLIDAYS** Tours must be in possession of a valid visa. It is at the sole discretion of the Consulate/Authorities to ask for original documents/personal interview of the passengers at any time. However, as granting or rejecting visa is the sole prerogative of the concerned Consulate/Authorities even after submitting all relevant documents, the Company will not be held responsible for the same. In case the Visa application is rejected by the concerned embassy/consulate or authorities, due to incomplete/delayed documents furnished by the passengers or due to any other reason whatsoever, or there are errors in the date of visa granted or scanned photographs on the visa, the Company shall not be liable or responsible for the same. All costs and charges in respect of the said application for the visa, all be borne by the passenger. In case of USA and Australia visa delay or rejection for any reason 45 days prior to tour departure, Company will levy an additional charge of INR15,000/- per guest/passenger.

If the passenger needs to cancel a tour due to rejection of visa or rejection of entry into the country, the cancellation charges of the Company will be applicable and shall be payable by the passenger. There will be no refund if the passenger, or any member of his party, is unable to travel due to the said reasons. Any fines, penalties or any such payments arising due to not meeting with the requirements of any airport or government authority in respect of Passport or Visa documents, then it will be sole responsibility of Guest.

Health and Insurance

It is advisable & highly recommended to acquire adequate Overseas Travel Insurance cover for protection from any expenses such as medical, legal, hospitalization, accident etc. For most of the European countries, it is mandatory to obtain an Overseas Travel Insurance policy for the tour. Insurance claim is at the sole discretion of the Insurance company. Other than Europe and Dubai tours, the insurance charges will be paid over & above the tour cost. It shall be duty of the guest to inform the Company, as to whether the guest has any such medical condition that may affect his ability to enjoy and pursue fully the tour arrangements & wherein the interest of the group or any member thereof is prejudicially affected. The Company reserves its right to call for any written certification of his medical fitness before departure. In the event of a medical condition has not been disclosed, the Company will not be able to provide any assistance or money back and no further claims in this regard will be entertained.

Guest should not hold **GJC HOLIDAYS** liable / responsible for any reason whatsoever it may be, for settlement of claims. Please note that claims, if any, will have to be directly forwarded to the respective insurance company by the guest and also documentation and follow-up regarding claims, settlement will have to be done by the guest themselves.

Transfer of tour

A transfer from the originally booked tour to another tour will be treated as cancellation of earlier tour and a fresh booking of another tour will have to be made. Transfer is applicable within Indian/ World tours only. All cancellation charges stated in the World Showcase will apply. Cancellation charges will be charged as per actual tour cost & not on a discounted tour price. Tour price and discounts available on the date of fresh booking will be applicable.

Discounts/Benefits

The Company reserves the right to amend, alter, vary or withdraw any of the discounts/benefits without prior intimation. The discount/ benefit are valid for limited number of seats and limited period for limited dates only. The discounts/benefits given to the guests will be at the sole discretion of the company and may vary from guest to guest and for bookings done on different dates for the

same tour.

To avail of any discounts/benefits, guests must pay the full registration amount at the time of booking itself. Discounts/benefits are applicable for guests whose age are 2 years and above for World tours and age 5 years and above for Indian tours.

Cancellation

All bookings for airlines/hotel accommodation/ground transportation are pre-blocked well in advance. We are liable to pay penalties to all our suppliers/vendors if these services are not released within the mentioned time frame.

If the guests desire to cancel the tour due to any reason, they shall make an application in writing to that effect, along with the original receipt issued by the Company. Such cancellation will attract the cancellation charges

given below:

The Company reserves the right to cancel any tour prior to its departure without assigning any reason. The tour price paid by the prospective guests shall be returned by the Company by 'A/C payee' cheque against receipt only, and no compensation and/or interest shall be paid in any case. Cancellation charges for any ticket / Air reservation are applicable as per the rules of airlines/railways. Air ticket cancellation charges for special fares if paid by the guest are NON-REFUNDABLE. Any refund payable will be returned to the guests after receipt of the refund from respective airlines/railways after deducting the processing charges.

Please note: In case of services provided by State Government, private resort, independent contractor services where full deposit is required to be paid in advance to enable us to confirm the reservation, no refund will be given if services are amended, cancelled or not utilized. Cancellation fees will also apply as per their cancellation charges to any additional services including accommodations, independent contractor services and optional excursions reserved prior to, during and after the tour.

Refund

Refunds if any, for amendments and/or cancellations will be paid directly to the guests strictly by 'A/C payee' cheque, in Indian Rupees at the prevailing rate of exchange within 45 days, as per Reserve Bank of India Rules and Regulations, irrespective of whether the tour payments were in part or whole in foreign currency. No refund will be payable, for any unused portion of the tour, due to whatsoever reason. No refund will be made in cash.

World		Indian	
Number of days prior to the departure	Amount you must pay cancellation	Number of days prior to the departure	Amount you must pay cancellation
We receive your written application	Charges % on total tour price	We receive your written application	Charges % on total tour price
More than 60 days	Full registration amount	More than 60 days	5% or 1000 whichever is higher
60 - 46 days	15%	60 - 46 days	15%
45 - 31 days	25%	45 - 31 days	25%
30 - 15 days	50%	30 - 15 days	50%
14 - 04 days	60%	14 - 04 days	60%
03 - 01 days	80%	03 - 01 days	80%
On the day of departure	100%	On the day of departure	100%

On Tour	100%	On Tour	100%
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Guest's signature on the booking form or payment of the registration amount shall mean acceptance in totality of the 'Terms and Conditions' contained herein by the guest(s). In case of one or more, but not all guest(s) signing the 'Booking Form', it shall be deemed that the others have duly authorised the concerned signing passenger/s.

There is no contract between the Company and guest(s) until the Company has received the initial registration deposit in accordance with the procedures in the brochure. The initial deposit just ensures a seat or participation on the tour but does not entitle any services such as air tickets, visas, hotel accommodations, until the full payment has been received. The full payment must be received in accordance with the procedures laid down in this brochure. If full payment is not paid in time, the Company reserves the right to cancel the booking with subsequent loss of deposit and apply the cancellation charges as mentioned herein.

City tour includes panoramic view of sightseeing places as mentioned in tour program. Unless specially mentioned from inside, it stands as panoramic view or photostop.

Other Conditions:

Passenger's signature on the booking form or paying the registration amount shall mean acceptance in totality of the 'Terms and Conditions' contained herein by the passenger/s. In case of one or more, but not all passengers signing the 'Booking Form', it shall be deemed that the others have duly authorised the concerned signing passenger/s.

There is no contract between the Company and passenger(s) until the Company has received the initial registration deposit in accordance with the procedures in the brochure. The initial deposit just ensures a seat or participation on the tour but does not entitle any services such as air tickets, visas, hotel accommodations, until the full payment has been received. The full payment must be received in accordance with the procedures laid down in this brochure. If full payment is not paid in time, the Company reserves the right to cancel the booking with subsequent loss of deposit and apply the cancellation charges as mentioned herein.

Medically Unfit Guest

If any guest is suffering from any serious kind of a medical ailment, which may be a concern to some or all co-passengers traveling on group tour, then the company reserves full right to restrict that particular guest from traveling on group tour with Kesari, unless specifically permitted by certified Doctor, vide medical certificate provided by the respective guest to the company. In case of non-disclosure of his / her medically unfit status, then for the hygienical conditions the passenger shall have to travel by a separate transport at an additional cost to be paid immediately on tour solely by the guest.

The Company reserves the right at any time and for any reason:

1.To cancel the application of any of the prospective guest without assigning any reason after acceptance of the deposit, but prior to commencement of the tour. In the event of the Company terminating the contract, the Company may refund the deposit without payment of any interest;

2.To amend, alter, vary or withdraw any tour, holiday, excursion, flight routing or facility it has advertised or published or, to substitute a hotel or air/rail/bus journey or independent contractor of similar class for reasons which may be deemed fit and proper by the Company. The guest shall not be entitled to raise any dispute regarding the same;

3.To amend, alter, vary or withdraw the discounts/benefits or the priority booking of bus seats given, if the minimum registration amount is not paid at the time of booking or if cheque is dishonored.

4.If there is not enough guests for any particular tour and the Company decides to operate the tour with available participation below the stipulated number or if the passenger(s) are required to travel

as 'Individual Travelers', the Company reserves the right to collect additional amount from the guests. Passenger(s) traveling as individual travelers in such cases will not be provided certain services including that of tour escorts, group activities, meals and the passenger(s) may travel with some amendments, such as seat in coach airport transfers which are at fixed times, etc.

5. To vary, add, amplify or waive any stipulation, representation, term or condition set forth in this Brochure other than any person including the Employee/s and the Agent/s of the Company, having authority in writing.

Binding on passengers

In the event of the Company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such a tour or holiday has been booked, the guest(s) shall have to continue with the tour or holiday as amended or altered; and/or to accept any alternative tour or holiday, which the Company may offer.

The guest(s) shall have no right to cancel any tour. In either case, the guest shall not be entitled to, or the Company shall not be liable to pay the guest(s) for any damages, additional expenses, consequential losses suffered by him or to pay any amount as refund.

Liability

The liability of the Company is restricted to the making of reservation in accordance with the guest(s) requirements. The liability of the Company will cease on the issue of a ticket, reservation and travel document to the guest. Company is not liable for any loss of person or property caused or damaged or suffered by the guest on account of deficiency in services 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. The Company shall in no circumstances whatsoever be liable to the guest or any other person traveling for any loss or expense incurred due to:

Loss of Property or Life:

(1) 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;

(2) train/flight delays, rescheduling/cancellation of train/flights, inter-connection occurring due to airline problem and/or any change in train/flight schedule or meals not being served; Kesari is also not responsible for any alternate arrangements and the guest has no right to claim any loss or consequences arising due to the same.

(3) Any overstay expenses due to delay or changes in air, bus, ship, train or cancellation of special bogie or other services due to sickness, weather conditions, strike, war, quarantine, or any other cause whatsoever.

(4) Sightseeing missed and/or the program being curtailed after commencement of the tour and/or before the due period due to any unavoidable circumstances and any reason beyond our control such as political, natural calamity, monument under renovation, heavy rush at sightseeing places, road traffic congestion etc; All the loss or expenses will have to be borne by the guest.

(5) arising in any way out of this contract in respect of any tour, holiday, excursion facility which exceeds 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. If in the event of the guest(s) is booked on a particular train/airline on a particular date and due to certain reasons beyond the control of the Company the guest(s) is not allowed to board the train/flight, the guest(s) shall not hold the Company responsible for the same and no claim whatsoever can be made by the tour participant against the Company.

The Company shall not be responsible and/or liable for any damage or loss caused to the guest(s) due to reasons beyond the control of the Company.
The Company is not liable for any loss due to negligence or technical fault or any other reason whatsoever due to change amendment or cancellation by Airline/

Railway authority

The Company shall not be responsible for any loss of baggage by the airline or by independent contractor or their agents, hotel staff, bus/coach or while travelling etc.
The Company shall not be responsible if any guests' baggage, cash, jewellery or any other valuable is lost due to theft or by any other reason whatsoever during the tour. Entire responsibility of taking care of their valuables shall lie on the guest(s).

Complaints or grievances:

If any guest has any complaint in respect of services provided by any of the independent contractors, the guest shall immediately notify the same to the independent contractor in writing, and a copy thereof shall be handed over to the tour manager, to enable the Company to take up the matter with the independent contractor.

Any claim or complaint by the guest must be notified to the Company in writing within 7 days after the tour completion date. No claim notified to the Company beyond this period will be entertained and the Company shall incur no liability in respect thereof.

It is hereby declared that the amenities 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 Company.

The Company reserves the unconditional right to refuse a booking/terminate a guest on tour in event of unreasonable behaviour at any time.

GJC HOLIDAYS will not be responsible if any celebrity does not turn up on the tour due to the reasons beyond the control of the company.

Single Guest

Guest traveling alone must pay single supplement charges if a suitable partner for double/triple sharing is not available or the earlier partner cancels the tour before the tour departure.
For World tours guests who join the tour directly must possess airline tickets(including internal travel) and visas as per itinerary & insurance for European tours and must submit a copy of their air tickets and visa to our office before departure.

Travellers who need special assistance:

The Company will make reasonable attempt to accommodate the special needs of disabled travellers / senior citizen's if informed at the time of booking, but the Company is not responsible in the event of it being unable to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Most transportation services are not equipped with wheel chair ramps. We regret that we cannot provide individual assistance to a passenger(s) for walking, dining, getting on and off motor coaches and other transportation vehicles, or other personal needs. A qualified companion must accompany travellers who need such assistance.

Travel Documents

It shall be solely the responsibility of the guest to hold valid travel documents and statutory clearances, such as passports, visas, confirmed air/rail tickets, insurance and medical insurance certificates, any other document used to confirm an arrangement with service provider and other statutory certificates, to enable him/her to travel on tour
All travel documents are non-transferable. All airline tickets must be issued in the name of the passport/photo identity holder, some carrier will deny carriage if the name varies and the booking may be cancelled. Your passport must be valid for at least six months subsequent to the scheduled departure date of the tour with sufficient number of blank pages for visa purpose.

It is the guest(s) responsibility to collect in time, the necessary travel documents or other documents from the booking office. Prior to travel it is the responsibility of the Guests to check the schedule departure time of the airline or rail. The coach drivers, mostly on international routes, are bound by specific Rules. Any sightseeing missed due to delay by any passenger is non-refundable. The Company solely reserves the right to publish the guests' photograph or group photograph taken during the tour. The distances, temperatures and pre/post tour accommodation prices given in the brochure are approximate and subject to change. Photographs of meals and sightseeing printed in this World Showcase are for reference only and may differ from the actual meals served/sights. The flight durations given on the map are approximate & does not include transit time.

Travel loans:

The granting or rejecting of a loan application shall be the sole prerogative of the concerned bank. The Company is not responsible for the same.

Privacy of Information:

We treat all information furnished by you as confidential and will share only the necessary information with airline, hotels & service providers who will provide services to you during your tour. However, we may be constrained to disclose the information furnished by you, if such disclosure is required by law or by an order by court or the rules, regulations & enquiry by any govt./statutory agency having regulatory authority over the Company.

Each of these conditions shall be servable from other if any provision declared invalid, illegal or unenforceable, then remaining provisions nevertheless have full force & effect.