

BOOKING CONDITIONS

the terms and conditions of the travel policy.

Cancellation by us

It is unlikely that we would cancel your holiday. However, we reserve the right to cancel your holiday (without assigning reasons) at any time over 8 weeks before your departure date. In case such a cancellation does take place, we would offer you an alternative holiday or you would have the choice of refund of all monies paid by you.

In case we cancel your holiday within 8 weeks of your departure date, it will be due to reasons of force majeure or failure on your part to make the final balance payment for your holiday.

5. Conduct

It is your responsibility to behave appropriately and responsibly. We reserve the right to terminate your holiday during its operation in case you are found to be behaving in a socially unacceptable manner or indulging in an illegal activity. In such cases no refund would be given for the unavailed portion of the holiday or any additional expenses incurred as a result.

6. Communication of information

Unless otherwise agreed by us, ALL communications with you will be sent to the person who signs the booking form. It is the responsibility of that person to ensure that a copy of all such communication is sent to the other members who would be going on the holiday. Any failure to do so should be notified to us.

6. Inclusions and exclusions in the tour price

We detail out the inclusions and exclusions (if not stated, any element not included in inclusion list) in the tour along with price of the tour and it is deemed that you have clearly noted them before you made booking with us. In case you have any clarifications, you are requested to ask us before making booking with us.

7. Travel Documents

Travel documents are normally sent to you approximately 2 weeks before departure date. These include international flight tickets (if purchased from us), final itinerary, detailed service voucher, local/ regional 24 hrs contact at your destination, some useful suggestions including tipping etc. Vouchers for hotels and internal travel etc. are delivered by our representative on your arrival at the destination.

8. Insurance

We require you to have a comprehensive travel insurance cover whilst booking your holiday with us. Please state your insurance details clearly on our booking form as requested. We strongly recommend that you carefully review your travel policy's terms and conditions and ensure it covers you for repatriation cost should you become too ill to continue the tour and must above all, cover the evacuation of yourself from remote regions should the need arise. The insurance should also cover for any cancellations including against theft, personal accident, personal liability, cancellation due to force majeure and terrorist activity.

9. Brochure Descriptions

We believe that we have presented an honest description of the areas and the accommodations in this brochure. However, things do change and if we are informed of any of the changes that have taken place since the printing of this brochure, we will advise as soon as possible before your departure.

Changes to Brochure

We reserve the right to make any alterations to the information contained in this brochure, before we accept your booking and a contract comes into place. In case the alterations would be affecting your holiday, we would advise you of them before you make a booking with us.

10. If you have a problem

Indian Odyssey and its staff/associates would do their best to ensure that you have an enjoyable holiday. However, in case you

are dissatisfied and have a complaint, you should immediately advise your local representative. If your complaint is not resolved you should contact us (email or fax) immediately. If the complaint is still not resolved, please register a written complaint to us within 10 days of your completing the tour alongwith supporting documentation (even if you have not returned to UK). Failure to take any of these steps will deny Indian Odyssey the opportunity to resolve it immediately and/or to investigate it properly. We will not accept liability for any complaint that was not notified to our local/regional representative and to Indian Odyssey in writing at the relevant time.

11. Jurisdiction

Your holiday contract with us is made on the terms of these booking conditions which are governed by Scottish Law and the jurisdiction of the Scottish courts.

12. Our liability

We do not accept any responsibility for the failure of the airline and/or flight/ticket provider and in the event of any such failure; we are not liable for any compensation or refund. All Indian Odyssey clients travel by scheduled airlines and in the event of a departure being delayed, your welfare will be responsibility of airline involved. Ofcourse. Indian Odyssey, its agents and representatives would always give as much additional assistance as reasonably possible.

Indian Odyssey will take every step to ensure that your tour arrangements are of appropriate standard. All descriptions, information and opinions are given in good faith based on the latest information available to us. Please note that appropriate standards would be those prevalent in your destination, which may not be same as Western standards. In the unlikely event that any part of the holiday is not provided as promised, for reason within our control, we will pay you appropriate compensation, if this has affected your enjoyment of the holiday. Our liability in all cases shall be limited to a maximum of the price of the holiday.

If any client suffers death, illness or injury whilst overseas, arising out of any activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance but are not liable for the consequences of such independent act.

Indian Odyssey acts only in the capacity of agents for the hotels, airlines, bus companies, railroads, shipping lines or owners or contractors providing accommodations, transportation or other services. As a result all coupons, receipts or tickets are issued subject to the terms and conditions specified by the supplier. By acceptance of tour organisation through Indian Odyssey the participant agrees that neither Indian Odyssey nor its subsidiaries shall be held liable for any injury, damage, loss, delay, or irregularity caused by person not controlled by it, such as, (without limitations) airlines, bus and shipping companies, suppliers of accommodation, transportation or other services, or resulting from any acts of God, defects in vehicles, strikes wars, whether declared or otherwise, civil disturbances, medical or customs regulations, acts of terrorism, epidemics or government restrictions. Indian Odyssey cannot be held responsible for any additional expenses or liabilities sustained or incurred by the participant as a result of the above mentioned causes.

13. Your responsibility

The visa and health requirements have been indicated in our brochure/ insert and the need for these have been reiterated in our documentation accepting your booking. You are however; yourself responsible for your passports, vaccinations, visas, foreign exchange for personal expenses etc. and we do not accept any liability for non-communication of relevant details to you. If you are participating in any of our group journeys, please contact us for visa assistance.

14. Financial Security

We are fully bonded with the Civil Aviation Authority who has issued us with an Air Tour Operator's License which means your monies are 100% safe when you book. The air inclusive holidays in this brochure are ATOL protected by the Civil Aviation Authority. Our ATOL number is 9329.

BOOKING TERMS AND CONDITIONS

IMPORTANT: We recommend that you read the booking conditions carefully before you book your holiday. These booking conditions include important information and set out contractual terms and conditions that apply to any booking(s) that you make with Indian Odyssey, Registered office 24 Viewfield Road, Aberdeen, AB157XP. (Indian Odyssey is a travel division of Engenuity Consultants Ltd. Regd. No. SC270553)

1. Booking Procedure

After choosing your holiday and reading the booking terms and conditions, please send us the booking form with the appropriate non-refundable deposit. On receipt of your booking request, a confirmation invoice will be sent to you, normally within 21 days. No contract exists until we send you a written confirmation of your holiday. In case of independent tour, the confirmation invoice would state your requested holiday costs and you will be advised of any arrangements which are still on request and not confirmed at the time the confirmation was issued. Thereafter, you would be kept updated with the progress made. In case of group tour or a escorted journey, you would be advised of availability straightaway.

Deposit

A non-refundable deposit of £300 per person is payable at the time of booking of the holiday. Some hotels/resorts might require a higher deposit especially during peak season. You would be informed of any such requirements at the time of booking. In case you book less than 12 weeks before departure, the total cost of the holiday is payable at the time of booking.

Final Payment

The balance of the price of your holiday must be paid at least 12 weeks before the date of departure. In case the balance is not paid in time, we reserve the right to cancel your booking and retain the deposit.

2. Alterations to your holiday

Alterations made by you

If you wish to make any amendments to your travel arrangements, after we have issued a confirmation invoice, we would do our utmost to make all the changes as required by you. However, we would require a written notification from the person who signed the booking form at least 5 weeks before the date of departure. This must be accompanied by a payment of £50 per person to cover our administration costs. Additional charges may apply for change of departure date; a change made during peak season or in case payments have been already made to the suppliers.

If you wish to make any amendments after your holiday has begun, we and our local representatives would do our utmost to implement it, but we cannot guarantee that it will be possible. Any costs incurred in making such amendments would be passed on to you and the unavailed part of the previously booked holiday would be liable to 100% cancellation charge.

Alterations made by us

It is unlikely that we will make any changes to our travel arrangements, but we do plan the arrangements months in advance. We cannot rule out occasional changes, which can be either minor or significant changes.

If there is a minor change we will, if reasonably practicable, advise you of the change before your departure, but we are not obliged to do so or pay any compensation towards it. A minor change is any change apart from the significant change as described below.

A significant change is one, which involves omission of a featured overnight stop or change in standard of accommodation or rescheduling departure dates for escorted/group journeys. When such a change takes place we would advise you as soon as is reasonable possible and offer you revised arrangements. You would then have a choice to either take up the revised arrangements (in case of lower price, we refund you the difference or advise

supplement for higher standard arrangements) or to withdraw from the contract with full refund of all monies paid. In case such a change takes place at 8 weeks or less prior to your departure for reasons within our control, we would offer you compensation of £25 per person i.e. only if you have paid the full price of the holiday by the prescribed date.

No compensation will be paid under circumstances caused by force majeure i.e. war or threat of war, civil strife, industrial dispute, terrorist activity, accident, natural or nuclear disaster, fire, adverse weather conditions; and airline failure and airport closures.

Price Changes

All prices in the website/brochure are accurate at the time of publication. However, unless you choose to pay for your holiday in full at the time of booking, the price of your holiday is, regrettably, subject to the possibility of surcharges in certain limited circumstances. However, a surcharge will only be levied in the event of variations in transportation costs, (including costs of fuel and increases in normal published airfares), taxes or fees chargeable for services such as landing taxes at airports or currency fluctuations. Even then, Indian Odyssey will absorb an amount equal to 2% of your holiday price (excluding amendment charges and any insurance premiums) before passing on any surcharge to you. Only amounts in excess of this 2% will be charged. Surcharges will be notified by a revised confirmation invoice sent to you (or your travel agent). No surcharge will be levied within 30 days prior to the departure date. If the surcharge would increase the total holiday price shown on your original confirmation invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the revised confirmation invoice and obtain a full refund of all payments made to Indian Odyssey. Alternatively, you may purchase a different holiday from us

Group Travel with minimum numbers: Our tour price for group travel is based on a number of people travelling together. If the bookings fall below the minimum required, passengers will be advised of any additional costs for that departure date and asked if they wish to pay this amount or cancel upon which any deposits and payments will be fully refunded.

3. Endorsed/ Expert led tours

It is highly unlikely that our experts/endorsers would not join our tours as per the tour details that has been supplied to you. However we do plan our tours months in advance and occurrence of certain unprecedented events cannot be ruled out.

If the Endorser/ Expert is unable to attend the tour due to reasons beyond his control such as immediate family bereavement or critical illness or force majeure, then Indian Odyssey would do its utmost to make alternative arrangements with a Western or a Local expert.

If the Endorser/Expert does not attend the tour for reasons excluding critical illness/ immediate family bereavement/ force majeure; then Indian Odyssey would reimburse to you 10% of the tour price and make alternative suitable arrangements with Western or local expert to join the tour.

4. Cancellation of your holiday

Cancellation by you

Should you wish to cancel your holiday, you must notify in writing to Indian Odyssey as soon as possible. Your holiday would be deemed to be cancelled only on the date we receive your written request. Your cancellation will attract the following cancellation charges:

Date of receipt of written cancellation notification	Cancellation charges
More than 70 days	Deposit only
69-29 days	40% of the tour price
28-14 days	75% of the tour price
13-1 day	100% of the tour price

If your cancellation is due to circumstances beyond your control, you may be able to claim the monies through your travel insurance depending on