

## BOOKING TERMS AND CONDITIONS

Dear Guest,

We make every effort to provide you with the best services in a pleasant & warm atmosphere at all times. We strive for your complete satisfaction & endeavor to provide a safe & secure journey. Please read, understand and accept the below mentioned terms & conditions for your holiday at the time of booking.

- **DEFINITIONS**

You / Passenger / Guest / Client means the person/s in whose name and/or whose behalf the Booking is made and/or whose name appears on the Booking Form, Invoices and includes every person availing the services of Orbis vacations

We / Us / Orbis vacations refers to Orbis vacations

Infant means a person below the age of two years.

Child means a person from the age of two and below the age of eleven years.

Independent contractor means supplier of any infrastructural facility and shall include hotel management, railways, airlines, caterers, restaurants, places of entertainment like theme parks, museums, art galleries, shipping company, railway, ferry, cruise, coach, guides, insurance providers, all sightseeing attractions companies etc, who are to provide the services to the Client.

Third party product means a product designed and operated by any person or concern other than Orbis vacations and will include hotel management, railways, airlines, caterers, restaurants, places of entertainment like theme parks, museums, art galleries, shipping company, railway, ferry, cruise, coach, guides, insurance providers, all sightseeing attractions companies etc, who are to provide the services to the Client.

- **ACCURACY OF INFORMATION**

This brochure is printed several months in advance and we make every effort to ensure the accuracy of the information during publication.

The maps used in the brochures are inserted solely for illustration and are not to scale. Photographs of meals and sightseeing printed in this brochure are for reference only and may differ from the actual meals served / sights seen.

We reserve the right to change any brochure information before or after a tour is booked, due to occurrence of 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. In case the alternate arrangements / services made are materially superior as compared to the ones described, we may charge extra for the same.

- **SCOPE OF ACTIVITY**

We are travel organizers. We do not own, operate or control hotel management, railways, airlines, caterers, restaurants, places of entertainment like theme parks, museums, art galleries, shipping company, railway, ferry, cruise, coach, guides, insurance providers, all sightseeing attractions companies etc, who are to provide the services to the Client the Terms and Conditions specified by those service providers, including their payment schedule, cancellation, refund etc. shall be applicable, in addition to our Terms and Conditions. The services comprising the tours are provided by independent entities. Although we select reputed suppliers we have no direct control over such services or persons providing such services or their staff. We cannot be held responsible if the supplier does not provide the contemplated service or there is a defect or deficiency in the services provided by any supplier. Orbis vacations will not be liable to our clients in case of any delay, injury, death, loss of any kind or damage caused.

- **HOTELS**

As the Client would be out sightseeing most of the time and return to room only for the night, Orbis vacations selects hotels at locations, which give comfort and value for money. Hence depending on the day-to-day itinerary, the hotel may be confirmed either in the city or away from the city centre. Most hotels do not have air conditioners, Room Heaters or fans. Double rooms in Europe are comparatively small and single rooms are even smaller. A double room has either a single queen-size bed or two separate beds. If the Client requests for a room with queen-size bed, the same would be provided subject to availability as most of the hotel rooms in Europe are twin-bedded. In case of non-availability of room with queen-size bed, a twin bedded-room would be given.

Orbis vacations recommends that not more than 3 persons share a double room, as a triple room is normally of the same size as a double room. In case of a triple room, the third bed is usually a rollaway bed or cot.

A child travelling for whom without bed charge has been paid would not be entitled to a separate bed in the hotel. In case with bed charge has been paid for the child and the Client decides not to avail such facility whilst on the tour, he would not be entitled to any refund. In case the Client decides to seek extra bed for the child booked on without bed basis on the tour subject to availability, then he shall be bound to pay additional amount charged to them by the concerned hotel directly.

In case of a request in writing at the time of booking by the Client for preference of rooms, Orbis vacations would take every effort for the same; however, as the hotel management does room allocation, there is no guarantee in this regard. Passengers will have to abide by the check-in and checkout times of the hotels. The guests should themselves manage early arrivals and late departures.

- **MEALS**

On tour meals (seat menu), which are as per the menu indicated in the itinerary are served. Orbis vacations, however, reserves the right to change the meal arrangement, if circumstances make it necessary to do so. Orbis vacations cannot guarantee a special meal / diet for the Client. If the Client misses or refrains from availing any meal arranged by Orbis vacations due to any reasons, there would be no refund. Where client makes a request in writing at the time of booking for a special meal / diet, Orbis vacations would make effort for the same, however, Orbis vacations shall not be held liable if the same is not provided.

- **COACH / BUS / SITTING**

Orbis vacations uses air-conditioned / air-cooled / Without Air Conditioning luxury coaches/ cars as per clients requirements. The Clients shall follow the instructions of the local representative in this regard.

The average travelling time by coach can be approximately 8 hours a day under normal road conditions. Comfort stops are provided after appropriate intervals having regard to the daily itinerary and therefore, though some of the coaches are equipped with emergency washrooms, such facility can be used only in case of an emergency.

Smoking, consumption of alcoholic beverages, ice creams, chewing gum and snacks is strictly prohibited on coaches.

The Clients should not leave behind any property in the coach / car, while disembarking. Orbis vacations would not be responsible or liable in case of loss of such property under any circumstances.

No seats are reserved except the seats 3 & 4 for the tour manager. We find it fair to enforce daily seat rotation. Please adhere to the instructions given by the tour manager in this regard.

As per the law in many countries, it is mandatory to wear a seat belt in the coach. If the client is not wearing the same, he/she will have to pay a fine to the police. Any damage or loss done to you during the travel by coach because you are not wearing a seatbelt is not covered by your travel insurance.

Any damage caused by you to the coach for any reason whatsoever, will be paid for by you to the coach company. Orbis vacations will not be liable for the same.

- **BAGGAGE**

The Client travelling by air would be subject to the airline restrictions / limitations on baggage weight / size / number. As portage is not included in the tour price and due to limited space for luggage in the coach, it is recommended that the Client should carry one single suitcase per person, preferably with wheels for sake of convenience.

All baggage and personal effects are at all times and in all circumstances the responsibility of the Client. Orbis vacations shall not be liable for the loss by airline / cruise/ coach or any other carrier.

It is advisable that the Client does not carry valuables on the tour. However, if the Client carries any valuables, the same should preferably be kept in the Safe Deposit Lockers, that are commonly made available in most of the hotels. However, Orbis vacations will not be responsible for loss of valuables or for making good any such loss.

- **TIPPING**

Tipping is customary (unless otherwise stated in the itinerary / pricing) in all parts of the world for services rendered (e.g. porters, coach drivers, guides etc). Your tour manager may guide you in this regard. **PASSPORT**

Your passport is the official document that is mandatory for you to travel abroad.

Please ensure that your passport is valid for at least six months after your arrival back in India.

Please ensure that your passport has sufficient blank pages for obtaining the required visas.

In case you are obtaining Schengen visa, please ensure that your passport is issued not more than 10 years ago.

- **TRAVEL DOCUMENTS**

It is entirely your responsibility to arrange, provide and carry on tour valid travel documents including Passport, with necessary Visa/s and immigration clearance (if applicable), confirmed air tickets, documents confirming insurance to cover risk to life, limb and property for the duration of the tour, medical clearances, inoculation / vaccination certificates as the case may be to be able to travel as per the tour itinerary.

It is the clients responsibility to collect in time, the necessary travel documents submitted to Orbis vacations from its registered office.

- **AIRLINE CONFIRMATION**

Though the ticket issued to the Client for a particular sector may have confirmed status, due to overbooking of seats the airline may offload any passengers and accommodate him on a subsequent flight for which Orbis vacations will not be responsible.

If a client on an escorted tour wants to return on a date subsequent to the date on which the escorted tour ends, and in case of a client on individual tour, it shall be solely the responsibility of the Client to re-confirm the air tickets 72 hours prior to the departure.

- **INSURANCE**

It is strongly recommended that you purchase an Overseas Medical and other Travel Insurance Policies to cover the risk to life, limb and property whilst on tour for the duration of the trip.

It may be noted that the tour cost does not include the insurance premium and that the Clients shall have to acquire the same at their cost.

In case if the cost of the insurance is included in the tour or you want us to obtain the insurance policy for the above purpose, such policies would be for cover for the duration of the trip and relate to persons below the age of **59 years**. In case of clients above the said age and in case of clients seeking extended stay abroad, there would be additional premium payable by them. Further it would be your responsibility to produce such medical reports as might be required by the insurer. Further please note that you would have a direct contractual relation with the insurer. Orbis vacations is only a facilitator.

You have to check the accuracy and correctness of the policies so obtained and in case of any errors or lapses report the same to the Insurance Company or its representative and get the same rectified, as Orbis vacations would not be responsible for the same.

It shall be your duty to inform Orbis vacations in case the Client has any medical condition that may affect his ability to enjoy and pursue fully the Tour Arrangements and wherein the interest of the group or any member thereof is prejudicially affected. Orbis vacations reserves the right to ask any Client to provide written certification of his medical fitness before departure. In the event that a medical condition has not been disclosed at the time of booking the tour, Orbis vacations will not be liable to provide any assistance or money back.

We also strongly recommend you to buy travel insurance to protect your tour from cancellation due to any natural calamities, acts of nature, any extremist activities, etc.

The settlement of insurance claim is solely at the discretion of the Insurance company.

- **VISA**

In case the visas are to be obtained by us for the clients, you shall also pay a Visa Fee as will be informed, for any of the International tours at the time of booking on tours that require visas.

If the amount spent for visas including administrative charges exceeds such amount, you shall be liable to pay the difference. In the event of cancellation of the tour by either party, the said amount would be refunded (As per the cancellation policy of Orbis vacations) after deducting the amount spent by Orbis vacations including administrative charges. Unless Orbis vacations receives the full payment, Orbis vacations shall not be liable to process the booking / obtain visas for the clients.

It is convenient and safe to have the Visa applications made to the concerned Consulates / Authorities through Orbis vacations However, for certain visas including the visas for USA, UK and certain Schengen countries the Client may have to attend personal interview at their own cost.

As granting or rejection of visas and immigration clearance is the sole prerogative of the concerned sovereign governments, Orbis vacations shall neither be responsible in case of non-granting of such documents nor liable for any delay, denial or

other related act/omission or for any loss, expense, damage or cost resulting there from.

You should ensure that you submit the relevant documents and photographs within the stipulated time as informed to you at the time of booking of the tour. Any additional information, details and documents, you possess to support the visa applications should be made available to Orbis vacations. Orbis vacations would not be responsible in any way in case any clerical error regarding names, attachment of wrong photographs, duration, type of visa (single / multiple entry) occurs in the consulate / embassy. You shall be fully responsible to check the visas, their validity, details and the correctness thereof. In the event the application for visa made by you or Orbis vacations on your behalf is rejected by the concerned Embassy or Authorities due to inadequate supply of documents furnished by the applicant or due to any other reason whatsoever, Orbis vacations shall not be liable or responsible for the same.

The cost of processing visas is not included in your tour price unless mentioned otherwise. The visa fee when prescribed includes the actual visa charge, cost of processing fees, the professional charges of Orbis vacations and overheads. Even if visas are rejected, the stipulated fees of Orbis vacations shall be payable by you. There would be no refund, if any one unable to travel due to the said reasons. In such cases, the non-refundable amount paid by you shall be forfeited and no claim whatsoever shall be made for the same and the cancellation schedule of Orbis vacations shall be applied in addition as applicable.

If the passports are required to be mailed for visas / POE to different cities, Orbis vacations would mail the passports by reputed courier. In case of loss or delay of the passport arising out of such transmission, Orbis vacations would not be responsible to compensate the holder for any loss whatsoever.

The position in respect of cancellation of tour by you due to non-availability of travel documents would not change only by virtue of your having applied for such documents through Orbis vacations

In the event that a client is unable to travel on the tour originally booked by him, due to rejection of visas by the concerned embassy, Orbis vacations may in its discretion offer such client an option to postpone his tour to other available date or transfer his booking to any other tour. In such case cancellation from originally booked tour and the transfer fee for the transfer of the tour shall apply. In case the Client declines the offer, the cancellation schedule shall apply.

Clients are requested to check the validities of all their visas. Orbis vacations is not responsible / liable for any losses incurred to clients due to wrong validity of visas given by Consulate / High Commission / Respective Authorities.

If any visa is rejected due to non-submission of required documents in line with the norms of Consulate / High Commission / Issuing Authorities then the Booking Amount of the tour stands forfeited.

- **MINIMUM PARTICIPATION**

**Tours specified in the brochure are subject to minimum if 21 (International) and 10 (Domestic) paying Adults.**

If the participation is below the minimum prescribed, Orbis vacations reserves the right to amend, vary, alter, amalgamate or cancel a tour without incurring any liabilities to pay any compensation to you. If Orbis vacations decides to operate the tour with participation below the minimum stipulated, Orbis vacations reserves the right to collect additional pro-rata amount.

If the tour participation is below the minimum prescribed, the passengers are required to travel as individual travelers and in such a case, Orbis vacations reserves the right to collect the additional pro-rata amount. Passenger/s travelling as individual travelers in such cases will not be provided certain services including that of tour escorts, group activities and the passengers must travel with some amendments such as Seat In Coach Airport transfers which are available at fixed times etc.

- **BOOKING**

Please read, understand and fully accept the complete details of your tour arrangement / itinerary / price and these Terms and Conditions for the relevant tour before signing the Booking Form and the Terms and Conditions. You shall pay the non-refundable interest free booking amount as informed to you at the time of booking your tour. The Terms and Conditions, Booking Form, Payment Receipt shall be binding on our clients and shall constitute a contract between the clients and Orbis vacations. In case of one or more but not all the Clients signing the Booking Form / Terms and Conditions, it shall be deemed that the others have duly authorized the person who has signed, to do so. The signing of the Booking Form and the Terms and Conditions by the Client or by you shall reconfirm the acceptance of the Terms and Conditions contained herein by the Client/s in totality.

There is no contract between Orbis vacations and the client till Orbis vacations has received the non-refundable booking amount in accordance with the set procedure. The booking amount just ensures a seat / participation in the tour but does not entitle any services such as air tickets, visa, hotel accommodation, until full payment is received by Orbis vacations. The full payment must be received in accordance with the procedure laid down. If not received in time, Orbis vacations reserves the right to cancel the booking leading to retaining the booking amount and applying cancellation charges as mentioned herein.

In case of dishonored cheques due to genuine reasons, the client is liable to pay Rs. 300 per cheque additionally.

Dishonoring of cheques is a legal offence and Orbis vacations has the right to take legal action.

Orbis vacations reserves the right to decline to book any person/s for any tour or to cancel their booking without assigning any reason. In the event that Orbis vacations terminates the contract Orbis vacations will refund the booking amount without the payment of any interest.

No person including the Employee/s of Orbis vacations or yourself have the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in this document. Assurance if any, which is contrary to the terms and conditions given here shall not bind Orbis vacations

Orbis vacations has the right at any time to terminate the Contract prior to the commencement of the tour without assigning any reason whatsoever.

Orbis vacations has the right at any time to Amend, alter, vary or withdraw any tour, holiday excursion or facility it has advertised or published or to substitute a service by service of similar class or type if it is deemed advisable or necessary. In either of the above cases, Orbis vacations shall not be liable for any refund / compensation whatsoever.

You should produce the original passport (For Traveling Abroad) of the persons travelling at the time of booking. Along with the booking form, you shall enclose the non-refundable interest free amount.

It is hereby declared that the immunities provided under this contract shall be available to Orbis vacations Managers including Tour Managers, Employees, Servants and Agents but not to the Independent Contractors selected by Orbis vacations.

In the event of Orbis vacations exercising its right to amend or alter any of the services as mentioned in the itinerary, after such a tour/holiday the passenger shall have to continue with the tour / holiday as amended or altered.

- **PUNCTUALITY**

The drivers are bound by restrictions concerning maximum driving hours per day and per week, and the itineraries are planned having regard to the same. It is therefore, essential that the itineraries, schedules and timings be strictly adhered to by the Clients so as to ensure that all the services can be duly provided. If the Client misses any service due to unpunctuality, there would be no refund for the same.

- **TOUR PRICE**

Orbis vacations shall decide the prices of the respective tours from time to time and the relevant price list will be furnished to you. The said price list shall include the price of the tour payable by you to us.

The prices quoted on our website / brochure have been calculated at the rate prevailing at the time of publishing of the website / advertisements, Orbis vacations reserves the right to amend the prices published in its website and to charge accordingly in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers, hike in the tax, hike of airline / rail charges before the date of departure. All such increases in price must be paid to Orbis vacations in full before the departure of the tour.

Tour Price is based on departure from Mumbai unless specifically mentioned otherwise. Passengers boarding flights from other places will have to pay the entire airfare and bear any additional expenses like airport transfers, hotel stay, etc. Orbis vacations has the right at any time to Amend, alter, vary or withdraw any discounts without any prior intimation. The discount is valid for a limited period only. The discount given to passengers will be at the sole discretion of Orbis vacations and may vary from client to client and for booking done on different dates of the same tour.

Orbis vacations has the right at any time to Amend, alter, vary or withdraw the discount given if the minimum registration amount is not paid at the time of booking or if the cheque given by the client is dishonored.

Single passengers must pay single occupancy charges if a suitable partner for twin / triple occupancy is not available. Many hotels provide single beds to passengers travelling alone.

Orbis vacations will try and find a partner for single traveller but Orbis vacations does not guarantee the same. In case if Orbis vacations does not find a partner for single traveler then this single traveler will have to pay the single occupancy charges as mentioned in the pricing structure of Orbis vacations

Payment of Pounds, Euros or any foreign currency to be calculated on the prevailing rate of exchange from that foreign exchange component to INR on the day of payment to Orbis vacations

It is entirely your responsibility to check the Tickets / Visas / Insurance Policies carefully and to let Orbis vacations know immediately in the event of any error.

It is mandatory that the Client should avail the foreign exchange component of the tour cost from Orbis vacations under his Basic Travel Quota entitlement. You have to pay the total tour cost component in Indian Rupees by way of a demand draft in favor of Orbis vacations The Client would submit his / her request on a pre-printed Basic Travel Quota Form, which has to be completed and signed by him / her. Orbis vacations would forward the said form to the Authorized Dealer / Full Fledged Money Changer to release the amount of required foreign exchange to Orbis vacations for the cost of the tour as a part of the Basic Travel Quota of the Client.

Under the present guidelines of the Reserve Bank of India, all residents holding Indian passports are entitled to avail an amount not exceeding USD 10,000 or its equivalent per person in one calendar year for one or more private / leisure visits under the Basic Travel Quota. All individual travellers holding an Indian Passport are entitled to avail an amount of USD 25,000 or its equivalent per visit while travelling on business. In both the above cases the traveller cannot avail in excess of USD 2000 or its equivalent by way of cash component.

- **DEVIATION**

If the Client wishes to travel by his own Air Tickets, he must provide us with correct travel details. Orbis vacations does not take the ownership of any deviation or alteration in the plan arising due to change in airline schedule. The Clients wishing to change the date of their return journey after departure shall have to pay Change in Reservation Fee, directly to the airline, subject to availability of seats in the same booking class. This fee may range depending upon the airline and the class of booking.

- **FOREIGN EXCHANGE**

Orbis vacations would be happy to provide the Client additional foreign exchange required for his personal use whilst travelling overseas. This exchange would be drawn from the balance of the Basic Travel Quota component of the Client with Orbis vacations.

The Client may take the foreign exchange for personal use partly in currency, partly in travellers cheques. Traveller's cheques are a safe way to carry money as they are easily encashed for a small service fee and can be replaced if they are stolen or lost, provided the Client has the lost travellers cheque numbers and the counterfoil subject to the rules applicable.

- **REFUNDS**

If the tour or any part thereof cannot be conducted due to Force Majeure or Vis Majeure, Orbis vacations shall not be responsible to give any refund to the Client. However, it may at its sole discretion to give the refund based on various factors like the number of participants, the cancellation policies of suppliers like hoteliers, coach operators, etc. The decision of Orbis vacations on the quantum of refund shall be final.

Refunds (if any) would be paid to you directly by Orbis vacations.

It would take at least Minimum 45 Working days to process the refund (if due). In case of refund of foreign currency component, the said refund shall be made in Indian Rupees only at the prevailing buying rate on the date of refund as per existing rules and regulations.

It is clearly understood that there shall be no refund whatsoever if the Client does not or cannot utilize any of the services like hotels, sightseeing, rides, cruises, meals, entrance fees, optional tours etc due to any reason whatsoever.

- **CANCELLATION OF THE TOUR BY CLIENT**

As we book services in advance and are bound to honour the commitments with respect to payment to the suppliers, cancellation of the tour attracts certain charges as mentioned hereunder.

If the Client wants to cancel the tour, he must intimate Orbis vacations in writing mailed to us at our office address on working days within office time. If one or more persons have signed the Booking Form for themselves and for others mentioned in the form, communication signed by such signatories would be treated as valid communication for cancellation for all such persons mentioned in the form. The computation of the period of notice of cancellation shall commence only from the time the written request reaches the Orbis vacations office on working days within office time. In case of cancellation, the following cancellation charges would apply

**WHEN A CANCELLATION IS MADE CANCELLATION CHARGES PER PERSON**  
**International Tours & Indian tours apply**

Clear 45 working days or more prior to the date of departure of the tour.	20 % of the tour cost
Clear 44 to 15 working days prior to the date of departure of the tour.	35 % of the tour cost
Clear 14 to 07 working days prior to the date of departure of the tour.	55 % of the tour cost
Less than 07 clear working days prior to the date of departure of the tour.	85 % of the tour cost
If the client does not show up on the tour	100 % of the tour cost

In addition to the above, in case of cancellation of tour by either party, the amount spent by Orbis vacations on visas, medical or travel insurance, POE including administrative charges would be payable by the Client. If the total cancellation charges mentioned above exceeds the amount paid by the Client, the balance amount would be payable by the Client.

In case of Third-Party Products, the rules relating to cancellation and the cancellation schedule prescribed by the concerned Third-Party Service Provider would be applicable and in addition Orbis vacations shall have the right to claim service and communication 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.

In case of a death of any passenger after booking the tour and before the date of departure of the tour, the legal heir of the passenger/s need to submit the death certificate of the passenger/s to Orbis vacations Cancellation policies as mentioned above are applicable in the event of death as well. The person claiming the refund for the tour booked by the now deceased passenger/s has to prove to Orbis vacations that he/she is the legal heir of such passenger/s by showing original documents like the death will of the deceased passenger / any other government authorized document proving the same. Refund if any will be given only to the legal heir of the deceased, by an account payee cheque.

- **CANCELLATION OF THE TOUR BY ORBIS VACATIONS**

In the event that Orbis vacations cancels a particular tour, Orbis vacations shall refund the booking amount to you after deducting the expenses incurred by Orbis vacations on visa, insurance premium, POE charges, railway cancellation charges, airline cancellation charges and other overheads as applicable. Orbis vacations shall not be liable to pay any compensation, interest or damages to you, in any case.

In the event of Orbis vacations exercising its rights to amend or alter any tour or holiday advertised in their website after such tour or holiday has been booked but prior to departure, the Client shall have the option to continue with the tour or holiday as amended or altered or to accept any alternative tour or holiday, which Orbis vacations may offer.

In either of these above cases Orbis vacations shall not be liable to the Client for any damage, additional expenses, consequential loss suffered by him / her or to pay any amount as refund.

- **TRANSFERS**

A transfer from the originally booked tour to another tour will be treated as cancellation on the booked tour and a fresh booking on the other tour. All cancellation charges stated herein will apply. Tour price during the time of the fresh booking will be applicable.

- **LIABILITY**

Orbis vacations shall not be responsible and / or liable for any damages caused to the Client due to reasons beyond the control of Orbis vacations (Force Marjeure / Vis Marjeure). Orbis vacations shall, in no circumstances whatsoever be liable to the Client in case of:

Any loss of life, limb or property, sickness, delay, discomfort, additional expenses incurred by the Client, consequential loss and/or damage or any kind suffered by client howsoever caused arising out of any act, omission, default of any Independent Contractor or by any servant or agent employed by the Independent Contractor or third person who may be engaged or concerned in the provision of accommodation, meals, transportation, entertainment, refreshment or any other service comprising the tour package.

Temporary or permanent loss / damage to baggage / personal effects howsoever caused, which also includes willful negligence on the part of any person.

Failure on the part of airline to accommodate passengers despite having confirmed tickets or cancellation or change of route or delay of flights.

Airline not allowing the tour participant to board the flights for reasons beyond the control of Orbis vacations

Any change in flight schedule or cancellation / delays of tour due to airlines going bankrupt, airline staff being on strike, airport closure, war, political or religious unrest epidemics, meals not being served, 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, earthquake, riots, fire, any natural calamities, any activities of nature, any extremist activities, political or religious unrest, epidemic or any other causes whatsoever and under such / similar situation arising on tour any expenses incurred towards the hotel accommodations, meals, transfers, medicines, portorage and anything else of passengers will be borne by the passengers themselves.

Sightseeing missed or / and the program being curtailed after commencement of the tour and before the due period due to any unavoidable circumstances and any reasons beyond our control such as political causes natural calamity, monument under renovation, heavy rush at sightseeing places, public or national holidays, road traffic, congestion etc. All such loss / expenses will be borne by the client.

In any case, no liability on the part of Orbis vacations arising in any way out of this contract in respect of any tour, holiday, excursion facility shall exceed the total amount paid for the tour holiday, and shall in no case include any consequential loss or additional expense whatsoever.

The custody and responsibility of passport, air tickets and luggage will be with individual passengers. If it is lost, he/she has to bear all expenses to get duplicate travel document/ s or duplicate air ticket/s. the tour leader will be available for your guidance but it will not be mandatory for him/her to accompany the passenger/s for visits to High Commission / Police Station / Airline office and so on. All expenses to get duplicate documents including fees and transport charges will be paid

by the concerned client. Orbis vacations cannot be held liable for incidents beyond its control. Any claims for accident, medical problems suffered during the tour, theft, personal liability etc. will not be entertained. Certain such or similar risks are covered in the Travel Insurance (optional) and shall be settled directly by client with the insurance company. As insurance is a contract between insurance agent and client, Orbis vacations is not liable towards any claim or rejection of claim arising out of such contract. Orbis vacations is not liable to pay for any service other than that mentioned in tour itinerary and agreed upon by both parties.

- **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 escort, 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.

- **LAW & JURISDICTION**

In case of any dispute arising out of performance of this contract as mentioned in Booking Form / Brochure of Orbis vacations. The disputed matter will be first referred for Award to ARBITRATION COMMITTEE set by Trendsetter Travel Agents Association of Pune (TAAP) an Association of Travel Agents of which Orbis vacations is a member. Law prevalent in India is applicable and as a part of the cause of action arises in Pune and Orbis vacations has its Registered Office in Pune, it is agreed between the parties that in the event of a dispute or difference between the parties the exclusive jurisdiction shall vest in court / forum / tribunal in Pune alone having jurisdiction to decide the matter.

- **CONDITIONS OF TRAVEL**

The Client would have to strictly follow the Tour Program and return to India as per the validity of the air ticket. There shall be no refund, if the Client fails to join at the commencement of the tour, or joins the tour later or leaves the tour before culmination. It be noted that for all purposes, it shall be the responsibility of the Client to reach the place of commencement of the tour and register with the representative of Orbis vacations at the appointed place, date and time. Those clients who do not travel throughout the tour shall under no circumstances be entitled to any refund. In case a client along with his companions is compelled to discontinue the tour due to any reason whatsoever including injury, illness, death or loss of passport or any travel documents, no claim shall be entertained for refund of money paid for unutilized services. If a client is unable to reach the place of commencement of the tour due to any reason whatsoever, his booking shall be treated as no show on the tour and 100% cancellation charges would be levied. If a client avails pre – tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to join the tour at the appointed place, or cancels the tour after using the air tickets or pre tour arrangements or part thereof, it shall be treated as no shows and there would be no refund whatsoever for the unutilized pre-tour or main tour services.

The Clients shall not behave in a manner which may cause distress or annoyance to other co-travellers or which may create the risk of danger or damage to property of Orbis vacations, the co-travellers or others. Orbis vacations shall be under no liability to any such person.

Orbis vacations will make reasonable attempt to accommodate the special needs of disabled travelers / senior citizens if informed at the time of booking but Orbis vacations is not responsible in the event of being unable to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants, airlines or other suppliers. Most transportation services are not equipped with the wheelchair ramps. We regret that we cannot provide individual assistance to a tour member for walking. Dining, getting on and off motor coaches and other transportation vehicles or other personal needs. A qualified companion must accompany travelers who need such assistance.

Orbis vacations reserves the right to publish the clients photograph or a group photograph taken during the tour on their website or brochures.

Tours are subject to RBI / Government of India approval.

Closed groups / Jain special tour / any group having less than 21 (International) and 10 (Domestic) passengers will be merged with any other available tour, which will subsequently lead to a change in itinerary and other program.

The clients signature on the booking form and / or paying the registration amount proves the clients acceptance in totality of the Terms & Conditions contained herein. In case of one or more but not all passengers signing the booking form, it shall be deemed that the others whose names are mentioned in such booking form have duly authorized the clients who has signed such booking form on their behalf to accept such Terms & Conditions mentioned here in totality.

Each and every client booked on the tour of Orbis vacations has to inform Orbis vacations about pre-existing disease/s if any at the time of booking any tour.

I have read and accept the above terms & Conditions and I on behalf of my family members and myself and all whose names are mentioned on the booking form agree to abide by the same.

- **REFUNDS**

If the tour or any part thereof cannot be conducted due to Force Majeure or Vis Majeure, Orbis vacations shall not be responsible to give any refund to the Client. However, it may at its sole discretion to give the refund based on various factors like the number of participants, the cancellation policies of suppliers like hoteliers, coach operators, etc. The decision of Orbis vacations on the quantum of refund shall be final.

Refunds (if any) would be paid to you directly by Orbis vacations.

It would take at least Minimum 45 Workings days to process the refund (if due). In case of refund of foreign currency component, the said refund shall be made in Indian Rupees only at the prevailing buying rate on the date of refund as per existing rules and regulations.

It is clearly understood that there shall be no refund whatsoever if the Client does not or cannot utilize any of the services like hotels, sightseeing, rides, cruises, meals, entrance fees, optional tours etc due to any reason whatsoever.