

Terms and Conditions

Dear Guest(s),

Tour Code : _____

We make every effort to provide you with the best services in a pleasant, friendly and homely atmosphere at all times. We strive for your complete satisfaction to provide a safe and secure journey to the best of our ability without any misunderstandings between your good-selves, Refresh Holidays and the tour escorts. We believe in forgiveness, gratitude, positive attitude and innovation and at times even go beyond legal formats to ensure that all the issues of guest/s are resolved in timely and friendly manner. The Terms and Conditions - hereinafter referred to as Terms and Conditions given hereunder and on our website, the tour registration form, any other printed material and Brochures, form the basis of our agreement and understanding with you. You are requested to read, understand and sign in acceptance all the Terms and Conditions and the Brochure, before you register yourself / family / friends for our tour as a 'Guest' to use our services.

1) Short Title, Extent and Commencement:

- (i) These Terms & Conditions shall be called Refresh Holidays Terms & Conditions
- (ii) Terms and Conditions extend to whole of India and World Tours organized by the Refresh Holidays.

A) Definitions: In these Terms and Conditions unless the context otherwise requires

(i)'Brochure' means World Showcase for the respective years brought out /published by Refresh Holidays .

(ii)'Company' means Refresh Holidays Private Limited or Refresh Holidays. **(iii)'First day of the tour'** shall start at any time - i.e. in the morning/afternoon/ evening at the first destination depending on the arrival of the respective flight/train/cruise or any other mode of transport. The same shall apply in case of the last day of the tour. In other words, a 'Day' shall mean a part of the day or 24 hours or its part thereof.

(iv)'Force Majeure' means an event or circumstance not within the reasonable control, directly or indirectly, of Refresh Holidays in its ability to perform its obligations/responsibilities regarding the tour including (a) war, hostilities invasion, act of foreign enemies; (b) rebellion, revolution, insurrection or military or usurped power or civil war; (c) epidemic, explosion, fire, flood, earthquake or other exceptional natural calamity and act of God; (d) ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (e) riot, commotion or disorder; (f) any act or omission of any Government instrumentality; (g) a Change in Legal Requirements; (h) strikes, lock outs or other industrial disturbances; and (i) abnormal weather or sea conditions including tempest, lightning, hurricane, typhoon, rain and temperatures.

(v)'Group Tours' mean such tours which are carried out in groups containing various individuals families and where the services provided are similar to all the guest/s in that group.

(vi)'Guest(s)' means the person in whose Name or on whose behalf booking and/or registration is made for any of India and/or World Tours .

(vii)'Independent Contractor' means a person and/or organization selected by Refresh Holidays to render services including transport, hotel, restaurant, sightseeing to the guest/s and/or to Refresh .Independent Contractor is not an employee, partner or joint venture of Refresh Holidays .

(viii)'Jain food' means food without onion, garlic served at the time of tour groups meals not necessarily before sunset and may or may not be served on the table.

(ix)'Meal' means breakfast, lunch, dinner and/or any other snacks supplied.

(x)'Tour/s' means any Indian tours - also referred as 'domestic tours' carried out within the state of India and World Tours also referred as 'International Tours' carried out in any foreign state organized by Refresh Holidays .

(xi)'Tour Escort / Leader / Manager / Assistant' by whatever designation called means a Person designated by Company to help / guide / assist the guest/s in & or during India and / or World Tours Organized by Refresh Holidays .

B) General Explanations:

(i) Each provision/term of these Terms and Conditions shall be severable and if any provision thereof is declared invalid, illegal or unenforceable, then remaining provisions nevertheless shall have full force and effect.

(ii) The masculine gender, shall also include feminine gender and vice versa, the singular shall include plural and vice versa and shall include grammatical variations thereof.

2) Scope of Activity:

Refresh Holidays is an organization that coordinates all the services of the tour to help the guest/s for undertaking the tour. Refresh Holidays takes utmost care in selecting all the services and/or Independent Contractors who provide their services, to make our guest/s comfortable on tour. Refresh Holidays select various aspects of the tour such as hotel, restaurant, airline, coach, shipping company etc. and does not have any control over operating of the same. Though Refresh Holidays takes utmost care of our guest/s; Refresh Holidays shall not be held responsible for any loss, harm, injury, death, damage caused by default, omission or act of employees or management of any such agencies or Independent Contractors. All the guest/s booking and/or registering for tour organized / proposed to be organized by Refresh Holidays shall read, understand and abide by and strictly comply and observe all the terms and conditions laid down herein or in any /all other publications by Refresh Holidays . We endeavour to update our guest/s from time to time by sending the guest/s various tour related instructions through sms/ emails/ telephone/ or by any other mode of communication, solely for convenience of the guest/s. However, guest/s are advised to visit website of Refresh Holidays www.Refreshholidays.in to keep yourself updated with the Terms and Conditions, as Refresh Holidays reserves right to change the Terms and Conditions at any time.

3) Brochure:

Brochure along with tour tariff is published by Refresh Holidays from time to time. All previous

Brochures, letters and any other modes of circulation printed and/ or published by Refresh Holidays shall stand cancelled on publication of Latest Brochure. Every effort is made to ensure brochure accuracy, based on the available information at the time of publication of the brochure. The maps used therein and/or letters and any other modes of circulation printed and/or published by Refresh Holidays are inserted solely for convenience of guest/s and are not necessarily to scale and/or official. If the time table, tour conditions and the situations then requires Refresh Holidays to change any brochure information, without assigning any reasons, Refresh Holidays reserves the right to change any brochure information including tour itinerary, tour tariff, departure date, number of nights at the destination and hotels before or after any guest makes booking and/or registration for any tour and/or after the departure of any tour. Refresh Holidays shall endeavour to inform the guest/s of such changes as soon as possible. City tour includes panoramic view of places as mentioned in tour program and unless specifically mentioned, it is panoramic view or a photo stop. Last day of the tour shall be the last destination/country as per pre-decided/revised itinerary.

4) Booking:

(i) Guest(s) signature on the tour Booking / Registration form:

Guest/s signature on the tour Booking / Registration form and/or payment of the initial registration amount whichever earlier shall mean acceptance by the guest/s in totality of the Terms and Conditions contained herein. Affixing signature of one or more guest/s if the group includes large number of guest/s on the 'Booking/Registration form', shall be deemed to mean that the guest/s other than signatories have duly authorized the signing guest/s and all the guest/s for whom the Booking / Registration was made shall be deemed to have been bound by the terms and conditions contained herein. Guest/s are requested to sign such forms, documents or other tour related papers wherever it is required to sign these papers by the concerned guest/s only and not by any other person on guest/s' behalf.

(ii) Online Booking:

Guest/s can register and book tour / services online by paying initial amount through our website www.RefreshHolidays.in and/or through the link sent by Refresh Holidays staff. We have secured our website with protection technologies to ensure that your information will be kept secure and confidential. However Refresh Holidays will not be responsible with respect to online booking due to any reason which is not controllable such as booking engine's malfunction including software or network errors. Your online booking needs your confirmation of terms and conditions mentioned on online registration form. Guest/s can go through with our terms and conditions and privacy policy, which are displayed on our website and which you will need to confirm and accept in the course of booking online. Further, Guest/s will also need to send us a hard copy of the said signed Terms and Conditions confirming that you have read, understood and accepted the Terms and Conditions and other applicable documents including Itinerary and / or Price etc. Guest/s needs to send a copy of the first two pages and last two pages of your passport which show the date of your passport, place and date of issue and expiry, other documentation.

(iii) Guest(s)' intention to participate in the tour:

The payment of initial registration amount just indicates guest/s' intention of participation in the tour but does not entitle him to any of the services including travel tickets, visas, hotel

accommodations etc. until the full tour tariff payment has been received by Refresh Holidays

(iv) Non payment of full tour tariff :

If full tour tariff is not paid as per terms & conditions, Refresh Holidays reserves the right to cancel the booking/registration with consequent forfeiture of deposit/advance amount/entire part payment made to Refresh Holidays and/or the deduction of cancellation charges, at the discretion of Refresh Holidays .

(v) Travelers in need of special assistance:

Special services shall not be given to any specific person in a group tour. Refresh Holidays , without committing itself or being held responsible in any way whatsoever, shall make reasonable attempt to accommodate the special needs of disabled travelers/senior citizens if informed at the time of booking. Most transportation services are not equipped with wheel chair ramps. A qualified companion at the entire cost of the disabled guest/senior citizen must accompany the guest who may need such services/assistance as the same are not provided by Refresh Holidays and/or Independent Contractor to the other guest/s in the Group.

(vi) Transfer of tour/Future tour:

A transfer from the originally booked tour to another tour is treated as cancellation of earlier tour and therefore a fresh booking of another tour has to be made. All cancellation charges shall apply on tour tariff and not on discounted tour tariff for the earlier booked tour. The tour tariff and discounts available / given for the cancelled tour are not valid for fresh booking. Tour tariff and discounts prevailing on the date of fresh booking of another tour shall be applicable.

(vii) Minimum booking of the Group tour:

The Tour shall proceed only if the number of guest/s who have booked the tour exceed 20 and the said booking of 20 guest/s must be received by Refresh Holidays at least 30 calendar days prior to the scheduled start of the group tour. If the number of guest/s booked for any tour falls below 20, then tour may operate without Company tour manager and on MAP plan accommodation with breakfast and dinner and/or with an additional surcharge. However Refresh Holidays may cancel the tour without assigning any reason and in such an event the guest/s can claim only the amount paid by him after deducting the taxes. Till the total number of guest/s reaches 20, the booking of the guest/s shall be strictly provisional. In the event of Refresh Holidays deciding to cancel the tour, cancellation of tour shall be communicated at least 15 calendar days prior to the date of commencement of tour via any of the following modes (a) sms (b) telephone (c) email; as per the information given by the guest/s or by any person for and on behalf of guest/s at the time of booking of the tour. In case of cancellation of any tour by Company, actual amount paid by the guest/s shall be refunded to the guest/s.

(viii) Health:

Guest/s hereby acknowledges that all the guest/s who have booked the tour have gone through the itinerary and is well aware about the same and all the guest/s are Medically fit to undertake the said tour. The Company reserves the right to ask the guest/s to provide written certification of his medical fitness before departure. The persons who are medically fit to undertake the said tours only shall join the said tour. The persons who are and/or who have suffered from any ailments for which they have taken medical treatment and/or have gone into check up and/or

hospitalization shall join the tour at their own risk. Whenever on tour, in case of any health emergency or health related issues, the guest/s shall solely be responsible to make their own arrangements on the tour for medical assistance. Guest/s shall not expect the Tour Manager to pay full time attention and/or to provide any medical treatment. It is possible that the Tour Manager may be busy in his work for making arrangements for rest of the group. Guest/s shall solely be responsible for any health related issues and arrangement of medical aid, if any.

(ix) Guest with medical ailment:

If any guest/s is suffering from any medical ailment and have concealed the same, Refresh Holidays reserves the right to cancel the booking / registration of such guest/s on medical and/or other grounds without assigning reasons therefor. Refresh Holidays also reserves the right to restrict / modify / amend the tour of such guest/s without assigning any reasons. If Refresh Holidays so directs, the guest/s shall have to travel by a separate transport at an additional cost to be paid by guest/s immediately. The guest/s suffering from any disease at the time of booking / registration is required to provide the doctor's fitness certificate to undertake the tour. For Kailash Manasarovar tour maximum age limit is 69 years or as may be decided by the competent authority from time to time and for the said tour the medical fitness certificate of the guest/s is must. In case of death of guest/s, all the arrangements for transportation of dead body including procuring the death certificate, postmortem, repatriation of dead body and all personal effects/property and insurance claims etc. shall be made by the accompanying guest/s and/or relative of the deceased. Company shall make all endeavour to extend any help but cannot guarantee the same. The entire expenses shall be borne by the accompanying guest/s or their relatives. Refresh Holidays or any tour leader shall not be responsible for the same. If any of the relatives want to visit the country where the guest/s has passed away all the necessary arrangement shall be made by the said relatives only.

(ix) Persons other than those booked:

Persons, friends or relatives of the guest/s, who have not booked the tour shall not be allowed in hotel rooms, restaurants, coaches and sight seeing places or for any activity on the tour.

5) Insurance:

The tour cost does not include insurance charges unless it is mandatory as per the prevailing rules of the respective countries. Guest/s are advised and recommended to acquire adequate Insurance Policy and Overseas Travel Insurance cover as per requirement of Government of the Country concern to meet expense including medical, legal hospitalization, accident etc. during the tour. Presently for most of the European countries, it is mandatory to obtain an Overseas Travel Insurance policy for the tour. insurance charges has to be paid by the guest/s over and above the tour tariff. It is obligatory for the guest/s to make full disclosure to Refresh Holidays , of guest/s' medical condition that may affect his ability to take up and complete the full tour. Refresh Holidays reserves the right to call for any written certification of guest/s' medical fitness before departure. Company is not liable / responsible for any reason whatsoever, for settlement of insurance claims and it is a matter solely between the concerned insurance company and the guest/s. Insurance companies do not insure baggage. Guest/s is/are advised not to carry valuables or money on tour and keep any valuables in cargo baggage. In case of any unfortunate event while on tour like hospitalization and/or unfortunate demise, it shall be the sole responsibility of the guest/s and/or relative of the hospitalized person/deceased to submit the necessary claim to

insurance authorities for further processing of the claim.

6) Payments by Guest:

(i) Payment of Registration amount:

The registration amount paid at the time of booking, is not refundable and interest free. All the payments by the guest/s shall be made in accordance with the procedure laid down in the brochure. The bookings shall be processed by Refresh Holidays only after the registration amount is paid in full. If guest/s fails to pay full tariff timely, Refresh Holidays reserves the right to cancel the booking/registration. In case of billing errors, Company reserves the right to re-invoice. Guest has to pay INR.500/- Rupees Two Hundred Only for each instrument in case cheque dishonored by the bank. Refresh Holidays reserves the right to take necessary legal action in respect of dishonored cheques as may be advised. If the tour is booked within 45 days from the date of departure, then guest's are liable to make all tour payment/tariffs by demand draft or cash within 3 working days from the date of booking.

ii) Travel Loans:

Company welcomes the loan facilities granted by the banks to the eligible guest/s for any of the tour if it fulfills the payment conditions of the tour laid down by Refresh Holidays . Refresh Holidays is however not responsible / liable for grant/rejection/refund/repayment etc. of such loan facilities.

iii) Tour Tariff:

The tariff of the tour quoted is calculated as per the rates prevailing at the time of quoting it. Total tour tariff should be paid 45 days before tour departure or due date mention on invoice which ever is earlier. Interest @ the rate of 18% p.a. on daily basis will be charge on delay payment. Refresh Holidays reserves the right to change the tariff in the event of modification / alteration / change / variation in the said rates before the date of departure. Any such increase in the tour tariff accordingly, must be paid in full by the guest/s before tour departure. Any increase in tour tariff during the tour must be paid in full by the guest/s during tour. Except the air travel tour, the tour tariff for many domestic tours, does not include other modes of travel. All tour tariffs are exclusive of all taxes applicable from time to time. Guest hereby unconditionally accept that the prices, set of services and inclusions may vary on product to product or departure to departure level and the same shall not be considered for any kind of comparison universally.

iv) Discounts/Benefits:

Early booking of tour makes the guest/s eligible for the benefit or discount as declared by Refresh Holidays which are valid for limited number of seats, limited period, specific tour dates and varies from tour to tour, region to region and country to country, guest to guest and age of the guest. The agreed amount of discount is subject to timely payments by guest/s i.e. minimum 45 days prior to the tour departure date. Accordingly, Refresh Holidays reserves the right to amend, alter, vary or withdraw any of the discounts/benefits without prior intimation to the guest/s. To be eligible for any discounts/benefits guest must pay the full registration amount at the time of booking itself. Discounts/ benefits are generally applicable for guest/s whose age is 2 years and above for World tours and 5 years and above for Indian tours.

v) Airlines:

Airlines are solely responsible for overbooking of seats by the Airline, failure to provide meal as required by the guest/s' choice, meals offered by the airline/quality of meal, loss of baggage by the Airline, failure on the part of Airline to accommodate guest/s despite having confirmed tickets, flight delay, change in date or time, no permission to board on flight by Airlines etc and no claim of whatsoever nature shall be made by the guest/s against Refresh Holidays . In case of any increase in Airport Taxes/Airport Development fees payable to the respective Airport shall be borne and payable by guest/s. All the booking / cancellation / change of the airline ticket and the travel on such airline ticket shall be subject to the terms and conditions of respective airlines. High season surcharge as per the rules of the Airline concerned has to be paid by the guest/s. Any increase in airfare, airport taxes, visa charges, fuel surcharges after the booking/registration shall have to be paid by the guest/s. Air Ticket Cancellation charges plus deposit forfeit charges as are applicable under the rules of the concerned Airline are to be paid by guest/s immediately in the event of cancellation of the tour by guest/s. In case of multiple air tickets - eg: to and fro - issued for the tour under single PNR, the guest/s are responsible to pay full charges and shall not claim any additional cancellation charges, as per airline rules, in case of No Show for any particular sector - missing any of the flights. However, Refresh Holidays endeavours to provide best alternative services on chargeable basis to ensure the safety and benefit of the guest/s. Refresh Holidays shall be only service facilitator in case of all regional air departure and flight connectivity. Any post programme of pre programme of Guest in personal nature, shall be the responsibility of Guest only.

vi) Tour tariff other than Ex-Mumbai (World tours):

Tour tariff is based on departure from Mumbai, India, unless specifically mentioned. Guest/s boarding flights at places other than Mumbai have to pay the entire airfare difference and bear and pay any other additional expenses including airport transfers, hotel stay etc. on that account.

vii) Reimbursement to Refresh Holidays of payment due and payable by the guest but made on his behalf by Refresh Holidays :

Over and above the tour tariff paid by the guest/s if Refresh Holidays pays any money for and on behalf of the guest/s as per the requirement under law or otherwise, the same shall be reimbursed by the concerned guest/s to Refresh Holidays forthwith on demand by Refresh Holidays

7) Document:

(i) Passport:

Passport is an official document required whenever guest/s intend to travel abroad and in addition the guest/s should have visa of that particular country which the guest/s wants to visit. Before submission of the passport to Refresh Holidays for obtaining visa, guest/s has to ensure that passport validity is minimum 180 days from the arrival/ conclusion date of the tour in India and it has sufficient blank pages, which should not be damaged/stapled/torn etc. for recording the visas of the respective countries. All guest/s booking tours for Europe sector shall ensure that the year of issue on their passport shall be after 01/01/2001.

Foreign national shall ensure the Multiple or double entry VISA when the tour commences from

India and concludes in India. Such Foreign national shall solely be responsible for any contingency in respect of the same.

Non Resident Indian (NRI) shall compulsorily hold Person of Indian origin (POI) or Overseas citizen of India (OCI) card while traveling to India or gap of minimum 2 months between two visits to avoid deportation entry problem through immigration authorities.

(ii) Visa - World tours:

The guest/s interested going abroad must have a valid Visa to visit/travel to that Country/Countries. Visa is the short form of 'Visitors Intending To Stay Abroad' and means the valid permission granted by Government of country without which the guest/s can not visit/travel to that country. Company generally assists in documentation and submission of application for visa by forwarding them to the respective embassies and consulates on the dates as pre-defined by the concerned authority. Company also generally guides guest/s for U.K. Visa documentation and/ or taking the interview date for U.S.A. visa. The visa fees charged to the guest/s shall be at the rates prevailing as on the date of submission of documents to the Embassy or Consulate. Despite submitting all relevant documents or attending personal interview, granting of Visa is at the sole discretion of the Embassy or Consulate. Refresh Holidays shall not be responsible for any errors in the date of Visa granted or scanned photographs by the concerned authority. Guest shall be responsible for the photographs specifications provided by different Consulate. No embassy or consulate gives any reason for not granting visa and/or with refusal stamp on passport depending upon embassies to embassies and consulates. Refresh Holidays therefore shall not provide any reason why a person is not granted a visa. Refresh Holidays also can not give any reason why a particular person was granted a visa as the same is at the discretion of embassy or consulate of respective countries. All costs and charges in respect of the said application for the visa as intimated by Company shall be borne by the guest/s only. Company reserves the right to levy an additional charge over and above the tour tariff to be paid and borne by guest/s for delay in procuring visa by the guest/s before Refresh Holidays for any reason whatsoever. If the guest cancels a tour due to not granting of visa and /or for any other reasons whatsoever, the cancellation charges shall be paid by the guest and any fine, penalties or any such payments arising due to not meeting with the requirements of any airport or government authorities including Passport or Visa documents, are to be paid by the guest. We facilitate guest/s VISA for the guest/s booked with Refresh Holidays from any of the European country embassies and consulates. With effect from 2 November 2015, Indian citizens requesting a Schengen visa will have to appear in person in order to provide bio metric data (fingerprints and digital photography). Therefore Guests who are traveling to Schengen countries will require to visit VFS Centre which please note. Though guest/s submit VISA kits well in advance but Refresh Holidays may not submit their VISA applications due to:

We facilitate guest/s VISA for the guest/s booked with Refresh Holidays from any of the European country embassies and consulates. With effect from 2 November 2015, Indian citizens requesting a Schengen visa will have to appear in person in order to provide bio metric data (fingerprints and digital photography). Therefore Guests who are traveling to Schengen countries will require to visit VFS Centre which please note.

Though guest/s submit VISA kits well in advance but Refresh Holidays may not submit their VISA applications due to:

- a. Non-availability of Air tickets
 - b. Non-availability of Hotel Voucher
 - c. Last minute changes in the rules and regulations of Embassy and Consulate.
 - d. Limited VISA submissions
 - e. Submission at given deadline by Embassy/Consulate i.e. 1 month prior to departure
- The process required for facilitation of Visa, depends on various factors irrespective of submission of Visa kit by the guest/s to Refresh Holidays, whereby Company reserves the sole right to commence the facilitation of visa process. Since there are timelines of VISA's of various embassies and consulates, no guarantee of VISA can be given. On arrival Visa procedure may change at any time by Immigration Authorities. Embassy or Consulate may ask for Original documents/Personal visit/interview for bio-metric or clarification at any time. Normally the passport is returned without visa or visas. All kinds of Visa's should be checked by the guest/s for its validity, correct photographs, signature of the authorized person etc

Mandatory Documents (For All Tours):

- a. Passport with 180 days validity from arrival date in India after the tour - Check Names and Blank pages for VISAs as per requirement.
- b. Duly signed & filled VISA forms by each guest as per Passport signature & details. For Children, take Thumb impression - If passport has thumb impression or signature alongwith Parent's Signature - Male - Left Thumb & Female Right Thumb
- c. Personal Covering letter stating purpose of the travel - Personal/Tour/ Employment etc. along with financial/ sponsorship details.(For Employed on Plain paper, Self Employed on Plain paper with Visiting Card, Business or Professionals on their letter head) Sometimes due to load factor at the embassies and consulates, the VISA processing takes longer time and in few cases VISA is not granted before tour departure or it is delayed. In such cases, Refresh Holidays as a facilitator shall not be responsible for any consequences and/ or liable for any refund, the guest shall have to bear all the cancellation and re-booking charges for the next tour. Incomplete and non-submission of Visa documents, shall be responsibility of Guest only.

(iv) Guest(s) Responsibility:

It shall be sole responsibility of the guest/s to hold required valid travel documents and statutory clearances, including passports, visas, confirmed travel tickets, insurance including medical insurance certificates, any other document used to confirm the services of tour including an arrangement with independent contractor and other statutory certificates, to enable him/her to undertake tour. All travel documents are non-transferable and must be issued in the name of the passport/photo identity holder, otherwise the booking may be cancelled. Passport must be valid from the start of the tour to at least 180 days subsequent to the scheduled arrival date of the tour - subject to rules of the specific visa embassy or consulate. The guest/s shall ensure timely collection of all such documents enabling them to undertake tour and be present in time for departure. Guest/s should keep certified true copies and photocopies of all documents including valid travel documents and statutory clearances, including passports, visas, confirmed travel tickets, insurance including medical insurance certificates, any other document used to confirm the services of tour including an arrangement with independent contractor and other statutory certificates, used by him/her while on tour. Guest's are requested to arrive at the airport 3 to 4 hours prior to departure as per Airline guidelines.

8) Itinerary Changes:

(i) Force Majeure Situations:

(a) In case of force majeure conditions, Refresh Holidays reserves the right to change / modify / vary / alter the tour itinerary and/ or tour tariff accordingly. Such changes etc. shall be intimated to guest/s, prior to the start of the tour or on tour as the case may be. Additional charges, if any, due to such changes etc. over and above the tour tariff have to be paid by the guest/s before or on tour itself as the case may be. No complaints /compensations and/or claiming of excess refunds beyond the provided refund by Refresh Holidays - if any - by the guest/s shall be entertained by Refresh Holidays for limitation and/or non- availability of certain services beyond the control of Refresh Holidays including museums, restaurants, sightseeing, shopping etc. though included in tour itinerary.

(b) Due to certain unavoidable circumstances, other than force majeure conditions, if any day of tour is curtailed/any sight seeing missed/any other services not being provided due to some reason from Company's side, then Refresh Holidays shall be liable to refund the guest/s, only that portion of the tour amount arrived at for that missed day/missed sight seeing/missed services. However, guest/s are requested not to demand any other payment over and above(if any) as than shall be made by Refresh Holidays in this regard.

ii) Deviations:

If any guest/s wishes to deviate from the tour itinerary, Refresh Holidays shall permit such deviations at its discretion. For such deviation, the guest/s has to pay full cost thereof in addition to the tour tariff before the tour departure.

iii) Guest(s) joining and/or leaving the tour at places other than indicated in the tour:

a) Guest/s joining and/or leaving the tour shall observe following alerts and shall ensure about the signing and collection of the entire policy paper from booking Refresh Holidays an and/or booking office at the time of booking:

- i) Joining/Leaving tour price excludes:Airfare - Main ticket, Visas, Insurance and airport transfers.
- ii) Tour program does not have any internal tickets.
- iii) Purchase of non-refundable air tickets is not advisable. Tour dates shall be confirmed 1-one month prior to the departure date.
- iv) Insurance is mandatory for Europe, Egypt and Dubai, Jordan Israel tours and advisable on all world tours.
- v) Complementary items to be collected before the tour from any of our nearest branches or Preferred Sales Agents.
- vi)Telephone numbers/mobile numbers, email id, emergency contact, flight details must be given by guest/s.
- vii)Due to airline restrictions the snack hamper may not be possible to sent on tour with the tour leaders.
- viii)Tour routing/date may change & in such case no compensation shall be made for the consequences.

b) Such guest/s should possess the entire air travel tickets including internal sectors along with

valid visas for the respective countries and insurance cover if required by the concerned countries, unless otherwise informed.

c) If such guest/s are reaching before the scheduled arrival time of the tour at the respective airport then they should be present in time at the respective airport arrival hall of the terminal where the concerned tour group is landing.

d) If guest/s are reaching after the scheduled arrival time of the concerned tour the guest/s should join the tour group directly at the hotel/1st destination/sight seeing place, etc. as the case may be on their own and at their own costs and risks.

e) Such guest/s are required to provide details to Refresh Holidays 20 days in advance before the tour starts viz. Inward and outward flight/journey details, Photocopy of an airline ticket, Email, mobile, contact particulars of the guest/s.

9) Transport:

(i) Coach/Bus Seating:

Seat numbers are allotted on the booking priority basis. Seat Nos. 1,2,3,4 front 4 seats in each bus/ coach are reserved for Refresh Holidays including Tour Escort/Guide etc. and/ or as premium seats which can be booked by guest/s subject to availability, on payment of additional tariff. Company reserves the Premium seat allocation right.

There is a strict "no smoking", "no alcohol" and "no eating" policy in the travel mode. Company advises the guest/s to carry the valuable items with them when they leave the travel mode. All baggage and personal effects are at all times and in all circumstances the responsibility of the guest/s. Refresh Holidays shall not be in any manner responsible or liable in case of loss of any items of the guest/s. Any damages caused by the guest/s to the bus/coach and/or any other travel mode during the tour shall be reimbursed by the guest/s to the concerned independent contractor and Company shall not be liable for the same. Company reserves the right for selling / blocking of vacant seats in the coach on daily basis, therefore group members shall keep those empty places available for company use.

(ii) World Tours Coaches / Buses:

Company generally arranges air-conditioned/air-cooled, luxury coaches. Such coaches may be equipped with an emergency washroom, however this facility is not to be used in lieu of the rest rooms. In case, guest wishes to use this facility, he shall have to pay tips to the driver of the coach directly. The size and seating capacity of the coaches/ buses generally varies from 20 to 40 and depending on the number of the guest/s. Few coaches have one door or two door access, which varies from destination to destination.

(iii) Indian Tours Coaches / Buses:

Company generally arranges air-conditioned/air-cooled, Non-AC coaches, mini coaches, jeeps or taxies of various seating capacities depending on the type of the tour, itinerary and number of guest/s, etc.

10) Hotels:

(i) Company takes care to select hotels and book the same on behalf of guest/s at convenient locations subject to availability. Hotel accommodation is generally provided on Twin sharing basis in standard rooms and the third bed is often a roll-away mattress put in a twin bedded room. Most of the rooms have a private bath or shower. Air-conditioning, central heating and other facilities are provided by the hotels depending upon various factors including weather / climatic conditions, local systems, tour type, etc. A family of four(4) is given two(2) rooms at most of the destinations around the world, as safety regulations do not allow four(4) persons in one room.

In such cases, for child guest/s tour price charged for adult to be paid. In case of any improvements with hotel services, guest/s are requested to inform reception. All baggage and personal effects under all circumstances is the sole responsibility of guest/s.

Any damages to the hotel room, sight seen place, coach during the stay/visit/tour shall be the sole responsibility of guest/s. Hotel's management/administration shall be solely responsible for all the service related issues of the hotel staff. Guest/s availing additional facilities over and above provided by Refresh Holidays such as mini-bar, paid television channels as well as any telephone/internet facilities are not included in tour cost and guest/s shall bear the expenses for the same.

(ii) Single Occupancy:

Single guest provided with single occupancy / single bedded room have to pay single occupancy charges for the full tour. Size of single room is comparatively smaller than twin sharing room and may be on different floor than groups rooms.

(iii) Check in and check out time:

Every guest has to abide by the check-in and check-out time of the respective hotels. For Indian tours, generally the check-in time is 12 noon and check-out time is 10 a.m. For World tours, generally the check-in time is 3 p.m. and check-out time is at 12 noon. However, check-in and check-out may also differ depending upon destination, hotel policy, etc. If guest wants any change therein, guest should manage the same at his own cost with hotel authorities on payment of additional charges, if any.

(iv) Additional facilities:

Additional facilities including laundry, telephone, mini bar, alcohol, beverages, food, optional excursions, excess baggage fees, shopping, paid toilet if availed by the guest/s, have to be paid by the guest/s only before leaving the hotel, ship/cruise or restaurant etc. as the case may be.

(v) Room Sharing:

Two single guest can decide to share a hotel room, and/or accommodate a third guest booked on the same tour on triple sharing basis. Any misunderstandings or incidence like missing items or difference of opinion between each other shall have to be settled between room partners themselves. Company is not responsible for any loss or mishap. If for any reason, concerned partner cancels or alters the booking of the tour, then the other guest / partner has to bear entire room charges including that of the partner who has cancelled the tour. No adjustment shall be made from the monies contributed by guest / #partner who had cancelled the tour. Shared rooms have no smoking policy.

11) Restaurants:

Refresh Holidays or any of its independent contractors shall not be bound to serve non veg food items during en-route journey and/or en-route lunch halts for Indian/Domestic Sector. Refresh Holidays shall endeavour to select the best quality restaurants for en-route lunch halts in terms of food, sanitation facilities, hygiene, service but shall not have direct control over their maintenance. Guest/s shall take note that the Restaurant Manager allots the table for the group that shall depend upon the group size and infrastructure of the restaurant.

12) Meals:

There is mostly a pre set menu for meals depending on the tour program. Packed meals are served at some places. Company mostly serves Vegetarian food along with few Non - Veg items. Refresh Holidays do not differentiate amongst the guest/s by providing a special meal or special diet. In case of baby meal, Company generally provides tin milk, plain dal and rice, apart from that if any different diet is required, the said guest/s shall make their arrangements for the meal at their own costs and consequences. No Complaints / Claims for refund in respect of the meals shall be entertained and Refresh Holidays reserves the right to change the menu and arrangements of the meals without assigning any reasons therefor.

13) Tour Managers on Tour:

Tour Leaders/assistants/escorts are assisting to the guest/s throughout the tour, they are not responsible for guest/s baggage or any kind of personal belongings. On the entire tour the guest/s are to be responsible and carry the baggage on their own. The instructions and information of the tour, are to be followed in the group tours and tour leaders is not responsible for any instructions overruled by the guest/s and its consequences. To amend, alter, vary, reshuffle the tour itinerary on tour by tour leader without assigning any reason to guest/s

14) Baggage:

Guest/s are responsible for their own baggage. The baggage at the airport, during any air travel, in coaches, in any train journey, at immigration points etc, guest/s have to verify and be responsible for the same. The portorage or the tips for services rendered to carry guest/s baggage to the rooms is guest/s responsibility and have to be paid directly to the service provider. The "porter" or any helper arranged by the guest/s at any train stations, airports, at immigration points or any other place, is the sole responsibility of the guest/s and guest/s shall have to pay tip directly to them.

15) Cancellation Charges:

	World Tours	Indian Tours
Number of days prior to departure applicable to written cancellation application is received by the company	Amount of cancellation charges in % on total tour price must be paid by the Guest/s	Amount of cancellation charges in % on total tour price must be paid by the Guest/s
More than 45 days	Registration Amount or 10% whichever is higher	Registration Amount or 5000 whichever is higher
45 - 31 days	50.00%	50.00%

30 -15 days	75.00%	75.00%
14 - 04 days	80.00%	80.00%
03 - 01 days/on tour /departure day	100.00%	100.00%
On Tour	Above cancellation charges will apply on the Total Tour Price INR + Forex excluding the discount	Above cancellation charges will apply on the total Tour price excluding the discount, rail and air fare cancellation.

If the guest decides to cancel the tour for any reason, he shall make a written application to the Refresh Holidays and/or email from registered email-id of guest on cancellation@RefreshHolidays.in and deliver it to the concerned sales booking person / Branch In charge at the sales outlet where guest/s booked. The letter or email must contain details of tour code, date of departure, no. of guest's and the original receipts issued by Refresh Holidays . Cancellation by email will be valid only if sent on abovementioned email address. Any other form of request for cancellation shall not be considered as request for cancellation. Such cancellation shall attract the cancellation charges as stated hereinabove. For the purpose of this clause, cancellation can be due to any reason whatsoever, including but not limited to, the reason of inability to participate due to any illness, death, court orders, non availability of travel documents and the like. In case of any additional services/deviation/upgradation or any similar changes (over and above standard FIT /Group tours of Refresh Holidays) booked by the guest, the cancellation charges for above mentioned services will be charged extra plus applicable service tax. As per the booking conditions, Refresh Holidays is constrained to levy the aforesaid cancellation charges in addition to Air Tickets, visa, charges by suppliers and the like. Refresh Holidays reserves the right to cancel a tour departure without assigning any reason. In case of a Visa rejection being force majeure, the entire deposit amount shall be forfeited if the guest/s' cancels the tour, as airline tickets ,hotel vouchers and the like are required for the VISA purpose and are non refundable / partial refundable. Any such refund shall be payable to the guest after receipt of the refund from respective authorities after considering above mentioned cancellation charges. All refunds shall be given in Indian rupees only. Refresh Holidays reserves the right to issue future tour discount letter to their valuable guest.

16) Complementary Items:

Company reserves the right, without assigning reasons, to change the policy related to complementary items, without prior intimation to guest/s. No claims shall be entertained in regards to non utilization of complimentary items.

17) Miscellaneous:

(i) Complaints or Grievances:

If the guest has any claim, grievance and / or 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 is handed over to the tour escort / leader / Manager / Assistant and /or Company not later than 7 days thereof to enable Refresh Holidays to take up

the matter with the concerned independent contractor.

(ii) Privacy of Information:

Any Information furnished by the guest/s to the tour escort / leader/ Manager / Assistant and/or Refresh Holidays , is subject to disclosure thereof as required by law or by an order of court or the rules, regulations and enquiry by any government / statutory authority. Company shall not disclose any data of its own under any circumstances to any guest/s including any kind of clarification on itinerary, tour costs, cancellation charges etc.

(iii) Government rules for NRI (Non Resident Indian) Guest:

All guest/s staying abroad including NRIs or foreigners should abide by all the laws, rules, regulations of Government of India and/ or the country concerned while undertaking the tour.

(iv) Photographs or Video Clips:

Photographs or Video Clips: Company reserves the right to use Photographs / Video Clips of the guest taken on tour and/ or given by guest, for promotion of Refresh Holidays 's Business without obtaining prior permission of the concerned guest. Such Photographs / Video Clips can be used on any media with due respect for emotions/sentiments of guest/s.

(v) Reference Call:

Company reserves the right to refer the guest, on request, to prospective guest for promotion of Refresh Holidays 's business. Further Company is authorized to send transactional as well as promotional sms/e-mail/phone calls.

(vi) Valuables:

Refresh Holidays advises guest/s not to carry valuable items to the extent possible with them on tour and invariably carry such items, if any, with them while leaving the hotel for whatever reasons and not to keep any valuables, money or important travel documents etc. in suitcase. Better keep them in safe deposit lockers. In case of any loss suffered by the guest/s Refresh Holidays is not liable or responsible for the same.

(vii) Shopping:

Shopping is one of the important activity of any tour and an experience in itself. All guest/s are hereby made aware that Refresh Holidays neither recommends nor promote any specific shop or vendor for shopping purpose. We understand that the guest/s are wise enough to decide themselves what to buy and where to buy. It is a sole discretion of the Guest. Hence, Refresh Holidays do not take any responsibility or liability in case of any cheating or misguiding by the shop owner.

(viii) External guest(s) not allowed:

External guest/s not allowed: External guest/s are not to be invited on tour by any guest and they are not allowed to use any of the services of the tour.

(ix) Paid Toilets:

At some places/destinations/country, there are paid toilet haults, which guest/s have to take care on their own.

(x) Jurisdiction:

All disputes pertaining to the tour and any claim arising there under shall be subject to the Court of competent jurisdiction at Mumbai only.

18) Refund:

(i) Refunds if any, for variation/modification/amendments/ alteration and/or cancellations etc. of any tour shall be paid directly to the guest by 'A/C payee' cheque, in Indian Rupees at the prevailing rate of exchange on the date of the cheque, as per Reserve Bank of India Rules and Regulations, irrespective of whether the tour payments in part or whole were made in foreign currency.

(ii) No refund shall be payable:

- a. for any missed / unused services of the tour including the meals due to whatsoever reason.
- b. where full deposit is required to be paid in advance to the concerned authorities to enable Company to confirm the reservation.
- c. if services of the tour are modified, varied, amended, cancelled or not utilized.
- d. if any guest decides and/or is required to cancel the tour due to any changes made in the rules by the concerned Government.
- e. where Airfares are contracted in bulk for Airport to Airport.
- f. if the tour is indefinitely postponed/ cancelled due to natural calamity, riots, political calamities or any other unforeseen calamities.
- g. refund is not applicable for Indian / domestic sectors and on certain conditions which include that such air tickets are non refundable and date change is not allowed.
- h. Refresh Holidays is not liable to pay any amount in case the VISA is not received by the guest and/or Company within time. Refresh Holidays has to depend on various agents to do the processing work. In case a person misses out the tour because of curtailed itinerary, he cannot claim any amount from Refresh Holidays . Since, grant/non-grant of VISA and also communication of information in respect of grant/non-grant of VISA is beyond the control of Refresh Holidays , the guest should be mentally prepared for any mental/physical dismay as a result of non-grant of VISA and/or delayed communication which may be just before departure of the tour or on the tour itself.

19) Reservations:

Refresh Holidays reserves the right to:

- (i) give admission to any person for any tour or FIT package or for currency exchange;
- (ii) cancel the booking / registration of any of the guest after acceptance of the payment but prior to commencement of the tour, without assigning any reason. In such event Refresh Holidays shall only refund the payment received from the guest for the tour;
- (iii) terminate the booking / registration during tour if the guest is not following the group decorum of the tour or misbehaves or without assigning any reason whatsoever. In such an event, no refund or compensation shall be paid to the guest and he shall have to bear and pay the expenses for his return travel;
- (iv) amend, alter, vary or withdraw any tour including its services, flight route etc. advertised and/or published without assigning any reason whatsoever;
- (v) 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 any cheque

drawn in favour of Refresh Holidays is dishonored, and/or without assigning any reasons whatsoever;

(vi) to vary, add, amplify or waive any stipulation, representation, term or condition set forth in this Brochure.

20) Liability and Responsibility of Refresh Holidays :

(i) The liability of Refresh Holidays is restricted only to the making reservation in accordance with the guest/s requirements and no further. Company is not liable for any loss of person or property caused or damaged or suffered by the guest/s on account of deficiency in services by any independent contractor. Any gesture of courtesy extended by Refresh Holidays to the guest/s to minimize such loss or damage shall not constitute an admission of such liability or a waiver. Refresh Holidays shall in no circumstances whatsoever be liable to the guest/s or any other person for any loss or expenses incurred due to theft or any other reason whatsoever during the tour and the entire responsibility of taking care of their valuables shall be that of the guest/s,

(ii) train/flight delays, on account of any reason whatsoever rescheduling/cancellation of train / flights inter-connection meals not being served etc.

(iii) any overstay expenses on account of any delay or changes in air, bus, ship, train or cancellation of special bogie on account of Force Majeure including weather conditions, strike, war, quarantine, or any other reason whatsoever,

(iv) any Sightseeing missed and/or the program being curtailed after commencement of the tour and/or before the due period on account of Force Majeure including any unavoidable circumstances and any reason beyond company control including political, natural calamity, monument under renovation, VIP movement and security, heavy rush at sightseeing places, road traffic congestion etc.,

(v) any tour, holiday, excursion facility exceeding the total amount paid or agreed to be paid by the guest/s for the tour, including any consequential loss or additional expense whatsoever if the guest/s is not allowed to board the train/flight on account certain reasons beyond the control of Refresh Holidays .

(vi) any loss of baggage by independent contractor or their agents, hotel staff, bus/coach or during tour including damage or loss caused to the guest due to Force Majeure, negligence or technical fault or any other reason whatsoever on account of any change, amendment or cancellation in their schedule by Airline/Railway Authority.

(vii) allocation of seats, and food service in the aircraft.

(viii) any celebrity assigned for the tour as an entertainer not turning up on the tour due to the reasons beyond the control of Refresh Holidays .

(ix) any personal injury, sickness, accident, loss, delay, discomfort, consequential loss and/or damage or any damage to baggage or personal effects howsoever caused.

(x) death of the guest while on tour and all applicable rules and procedures of law are to be followed strictly and all the procedures pertaining to the death shall have to be tackled and handled by the guest or their relatives themselves at their own cost and consequences.

(xi) any injury, loss, personal harm, death or damage caused to any person or property by the act or default of the management / employees / agents of any independent contractor.

(xii) any damages, additional expenses or any consequential losses suffered by the guest/s due to Cancellation, Amendment and / or alteration of any of the services of the tour mentioned in the itinerary / Brochure by Refresh Holidays after the registration / booking by the guest/s.

All or any information given in these Terms and Conditions is based on the information available at the time of publication. Refresh Holidays reserves the right to change any information before or after booking the tour due to circumstances/events beyond our control. In case of knowledge of any change, in advance, we or any of our representative shall accordingly notify the guest/s of any such changes. Refresh Holidays Management would be happy to meet the guest/s for any improvement points. Management considers all its guest/s as family members and is sure and have confidence that guest/s shall approach the management for any suggestions/improvements.

I, _____, have read the above rules and regulations Serial No 1 to 20 and abide by it and accept the Terms and Conditions with unconditional consent, without modification of the terms, conditions and notices contained herein.

Signature in acceptance:

Name:

Date:

Place: