



TERMS AND CONDITIONS

DEFINITIONS

In the terms and conditions set out in this document, the following terms shall, unless contrary to the context, have the meaning specified.

- “You means the person / s in whose name and / or whose behalf the Booking is made. Alternatively, the reference may be made in the third person as “Tour Participant” / “They” / “Client” / “Them” / “His” / “Her”.
- “We” / “Us” / “Company” means Cox & Kings Limited.
- “Infant” / “Child” mean respectively a person below the age of two years and a person more than the age of two and below the age of twelve years.
- “Contractor” / “Supplier” means supplier of any infrastructural facility and shall include hotel managements, airlines, caterers, restaurants, places of entertainment like theme parks, museums, art galleries etc shipping company, railway, ferry, cruise, coach who are to provide the services to the Client.
- “Tour Cost” means the tour cost mentioned in the Price Grid / brochures / online and other payments such as taxes, surcharges etc payable by the client to the Company
- “Brochure” means printed brochure, Website, itinerary, leaflets, booklet, Price Grid.
- “Website” means www.coxandkings.com.
- “Web pages” means pages on the Website www.coxandkings.com
- “Cancellation Policy” means and includes all the cancellation charges levied by the company from time to time, third party cancellation charges etc. as more particularly described hereinbelow or any other documents.
- “Visa Cancellation Policy” means and includes all the cancellation charges levied by the company from time to time arising out of non – granting / delayed granting of visa by the concerned Consulate due to any reason.
- “VISA” means a Certificate issued or a stamp marked (on the applicant’s passport) by the immigration authorities of a country to indicate that the applicant’s credentials have been verified and he or she has been granted permission to enter the country for a temporary stay within a specified period.

(Note: The Company does not have any role to play for issuance / rejection of Visas other than being a facilitator).

- “Jurisdiction” means the geographical area over which a court or government body has the power and right to exercise authority. Parties hereto agree to confer exclusive Jurisdiction to Mumbai Courts / Forums.
- “Terms and Conditions” means these terms and conditions and includes the How to

Book Rules, Booking Form, Web Pages, Brochure, Price Grid, Itinerary, Promotion Booklet and other documents as may be notified from time to time”

BROCHURE / WEBSITE INFORMATION - DISCLAIMERS

We take reasonable care in preparing the brochure, price grid, web pages and other documents and in describing the services therein. However, we are not liable for any typographical / printing errors. Furthermore, brochures may be printed several months in advance and the content may not always be fully updated. We therefore ask you to confirm the current information by contacting us.

Please note that the itinerary may have changed. The products and services displayed may have changed. The photos of meals / sightseeing / properties are for reference only and may differ from the actual meals / sights. Distance between places and temperatures are approximate and can change depending on travel, road conditions and climatic changes. Hotels may have to be booked far off from the central place.

ITINERARY MAY CHANGE AT ANY TIME

We reserve the right to alter, amend, change or modify the tour package and itineraries before or during the tour. We will make reasonable efforts to notify you promptly of such changes / events sufficiently in advance during booking or prior to departure of the tour. If such changes / events occur during the tour, our tour manager or local representative will inform you of the changes on the spot and we solicit your full co – operation in accepting such circumstantial changes. Therefore, no grievance regarding any itinerary / service change which we are constrained to make, will be entertained from the tour participants during or after the tour. Please note that promotional offers may have different terms and conditions which will be in addition to these terms and conditions and the requirements of the booking deposits, payments, deadlines and mode of payment may be defined in such promotions which will be over and above these terms and conditions. Such changes may be necessitated due to factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sport events, weather conditions, traffic problems, overbooking of hotels / flights, cancellation / re-routing of flights or railway, closure of / restricted entry at a place of sightseeing etc. Generally, we try to avoid dates when big Fairs, Exhibitions, Olympics etc. and other events are held in certain cities as hotels are fully booked several years ahead. If you have to travel on such dates, you may have to stay in alternate hotels or hotels in other cities.

Due to airline’s requirements the points of entry and exit in a country may change. We may operate more than one coach per departure date and may for convenience reverse the direction or amend the itinerary.

Change in itinerary may also be required or necessitated on account of actions, inactions, defaults or condition of tour participants in the group.

We will make reasonable efforts to keep the overall package of services unchanged. However, we shall not be liable to refund any amount or pay any compensation / damages on account of any change in itinerary.

In case the alternate arrangements made are materially superior as compared to the ones described in the Brochure, we may charge extra for the same at the time of booking or in the course of the tour.

GENERAL NOTICE REGARDING BOOKING

Please read carefully and understand the contents of the Tour Brochure / itinerary, the ‘Terms and Conditions’, How to Book Rules, Price Grid and such other documents as may be applicable, as all these will form part of your contract with us once you effect the booking. To effect the booking, we may require you to sign the Booking Form and such other documents as we may deem fit including (without limitation) the ‘Terms & Conditions’, ‘How to Book’ rules and ‘Price Grid’ (collectively Booking Documents). Upon executing the Booking Documents and on payment of the prescribed non-refundable interest-free booking amount, a binding contract shall come into existence.

We advise you to ensure, before making a booking, that you have and / or you will be able to provide all the required valid and genuine documents and your professional qualifications to enable you to apply for visa, insurance etc. Please go through our web site and check from our staff to ascertain the required documentation.

Please note that guests other than tourist are not to be invited on tour by any tourist and they are not allowed to use any of the services of the tour.

CONDITIONS OF OTHER THIRD PARTY OPERATORS

In the event you are booking through us a tour / travel service of any third party operators like Insight Vacations, Star Cruise etc, the terms and conditions of such third party operators, including their payment

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schedule, cancellation, refund etc shall be applicable to you in addition to these Terms and Conditions.

ONLINE BOOKING

You can purchase our services from our sales outlets, agents or franchises. In the alternative, you can register and book your tour / services online through our website. Our website provides the facility of making online booking of tours and services. However, we cannot give any guarantee or warranty with respect to the website booking engine which could malfunction due to well-known reasons including software or network errors. We have incorporated all modern protection technologies to ensure that information concerning you or your payments is kept secure and confidential.

It is made clear that the online booking shall be effective once you confirm the terms and conditions, as follows. During the course of online booking on our website, you will have the opportunity to go through 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, you 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 Brochure and / or, Itinerary and / or Price Grid and / or promotion booklet etc. We would also require 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, amongst other documentation. Please see under the 'documentation' section for the list.

The Company reserves the right to decline to register any person / s for any tour or to cancel their registration without assigning any reason.

ONE / SOME MEMBER(S) MAY SIGN BOOKING DOCUMENTS ON BEHALF OF A GROUP

In case of one or more but not all tour participants named in the Booking Form sign the Booking Documents, it shall be deemed that the signatories have been duly authorized by all such tour participants to sign on their behalf assuming full responsibility and accordingly it shall be deemed that all such tour participants have signed the booking documents.

YOUR TRAVEL AGENT CAN SIGN THE BOOKING DOCUMENTS ON YOUR BEHALF

Where tour participants are booking through a travel agent, if such travel agent signs the Booking Documents, it shall be deemed that such signature is for and on behalf of all the tour participants named in the Booking Form assuming full responsibility. It shall be deemed

and construed that all such tour participants have duly authorized the said travel agent to sign the Booking Documents on their behalf.

CONTRACT SUBJECT TO SIGNATURE AND PAYMENTS

Please note that there is no contract between the Company and the tour participants until the Booking Documents are signed and received by the Company and the Company has also received the specified non-refundable interest free booking amount. The full payment must be received in accordance with prescribed payment schedule. If not paid in accordance with the payment schedule the company reserves the right to cancel the booking with consequent forfeiture of booking amount and apply scale of cancellation charges as mentioned in the brochure.

Any payment that you make to your Travel Agent would not constitute payment to the Company until the same is remitted to the account of the Company.

CANCELLATION / AMENDMENT BY COMPANY

We reserve our right to amend or cancel the tour booked by you, without assigning any reason. Such amendment or cancellation may be due to circumstances beyond our control. In such cases, we will offer you alternative tour dates / tours or you would have the option of traveling as individual travellers, not as part of the original tours. If the alternative date / tour is not acceptable or you do not wish to travel as individual travellers, we would refund the money paid by you without interest after deducting any costs incurred by us on your behalf, within a period of forty five days from the date of amendment or cancellation. However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expense incurred by you.

CANCELLATION OF BOOKING BY YOU

Should you wish to cancel your booking, you must notify us in writing. Such notification shall be deemed to have been given to us only on the date of the receipt of your letter, since we can act only on receipt. Please state the reason for your cancellation as it may be covered by your insurance policy. Claims must however be made direct to your insurance company.

The following cancellation charges shall apply irrespective of the reason for cancellation. You understand and acknowledge that these charges are a genuine pre-estimate of the damages that we will suffer on account of cancellation. You understand that these damage are called liquidated damages in legal language, which are payable without

proof of actual damages. You agree not to dispute such deductions or to demand proof of actual damages.

When A Cancellation Is Made	Cancellation Charges Per Person (Europe & Rest Of The World)
Clear 45 working days or more prior to the date of departure of the Tour or for non-payment of the balance Tour Cost.	Booking Amount
Clear 44 to 31 working days prior to the date of departure of the Tour.	Rs. 50,000/-
Clear 30 to 16 working days prior to the date of departure of the Tour.	Rs. 60,000/-
Clear 15 to 07 working days prior to the date of departure of the Tour.	Rs. 70,000/-
Less than 07 clear working days prior to the date of departure of the Tour.	100% of Tour Cost
FOR TOURS WITH CRUISE / THIRD PARTY OPERATORS Less than clear 80 - 50 working days (depending on the cancellation policy of the particular cruise liner) prior to the date of the departure of the tour for the Cruise portion.	100%

GST of 12.36% applicable over and above all mentioned charges

When A Cancellation Is Made	Cancellation Charges Per Person (Usa & Australia)
Clear 60 working days or more prior to the date of departure of the Tour or for non-payment of the balance Tour Cost.	Booking Amount
Clear 59 to 41 working days prior to the date of departure of the Tour.	Rs. 70,000/-
Clear 40 to 20 working days prior to the date of departure of the Tour.	Rs. 80,000/-
Clear 19 to 10 working days prior to the date of departure of the Tour.	Rs. 90,000/-
Less than 10 clear working days prior to the date of departure of the Tour.	100% of Tour Cost
FOR TOURS WITH CRUISE / THIRD PARTY OPERATORS Less than clear 80 - 50 working days (depending on the cancellation policy of the particular cruise liner) prior to the date of the departure of the tour for the Cruise portion.	100%

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GST of 12.36% applicable over and above all mentioned charges

If you wish to cancel your booking, you need to inform us by any of the following methods, provided that such information should be given on a working day within working hours:

1. By fax at 91 22 2270 9161 followed by a written communication to our Registered Office listed below OR
2. By email to contactus@coxandkings.com followed by a written communication to our Registered Office listed below OR
3. In writing on at the Registered Office of the Company:
Cox & Kings Ltd,
Customer Service, Duniya Dekho
Turner Morrison Building, 16 Bank Street,
Fort, Mumbai – 400 001, India

If the Booking Documents have been signed by one or more persons for themselves and for others mentioned in the Booking Form, then the communication signed by such signatory /s would be treated as a valid communication with full responsibility for cancellation for all such persons mentioned in the form. Similarly if your Agent seeks cancellation, we will act on the basis that he has been authorized or instructed by you to cancel and shall accordingly effect cancellation.

Cancellation shall take effect only from the time the written request reaches the Company at its office in Mumbai on working days within office time at the details listed above. However, in the following cases you shall be deemed to have cancelled the tour even if no cancellation notice is issued by you:
(i) In case of visa rejection, you would be deemed to have cancelled on the date of intimation of such rejection. Please see our Visa Guidance section for further details

(ii) If you fail to pay the tour costs in time or if you commit any other default in relation to your booking, we may treat such failure or default as a cancellation of the booking by you. In such case, the cancellation charges shall be computed with reference to the date on which we issue you a notice of cancellation;

(iii) If on your failure of payment or other default, no notice of cancellation is issued by us but your payment or default remains outstanding on the date of departure, the booking shall be deemed to have been cancelled by you without any advance notice, inviting the highest cancellation charge.

You expressly agree to abide by the foregoing terms and conditions.

AMENDMENT OF BOOKING BY YOU

If you wish to amend or change your booking, you have to communicate your request to us in writing. Such requests for change or amendment will be accepted subject to availability.

Please note that: (1) The amended or changed booking will be regarded as a new booking; (2) An amendment fee of INR 1000 is payable in case of every amendment or change; and (3) In case the amendment is carried out within the cancellation period, then a cancellation charge shall apply as if a cancellation was made on the date the request for amendment or change is made. Please note the cancellation charges specified in the preceding section. Terms & Conditions shall apply.

TRANSFER FROM ONE TOUR TO ANOTHER

A request in writing for transfer from one tour to another 45 days prior (for Europe & Rest of the world) and 60 days prior (for USA, Australia & New Zealand) to the departure will be treated as cancellation on that tour and a fresh booking on another. In these cases, a transfer fee of Rs. 5,000/- per person will be applicable in addition to the costs for re-processing your visas, air tickets etc due to the transfer to another tour. In case you transfer within the cancellation period, then the cancellation policy will apply. Terms & Conditions shall apply.

RATE OF EXCHANGE APPLICABLE TO REFUNDS

Please note that refunds of foreign exchange component of the tour cost will be based on our buying rate of that date. To make it clearer, every day we i.e. Cox & Kings Limited publish on our web page (<http://www.coxandkings.com/live/products/forex/index.php>) and through our sales network, our buying and selling rate for foreign currency applicable for that day. When we receive Indian rupees from you in relation to a booking, we convert them into the foreign exchange component of the tour cost at our selling rate, then applicable. and credit the proceeds in our bank account. However, when we refund the foreign exchange component to you in Indian rupees, we do so at our buying rate applicable on the date of refund, because the bank will convert the money at the buying rate and credit the same in Indian rupees.

OUR SCOPE OF SERVICES

We are travel and holiday organizers only. We

inspect and select the services to be provided to you. However, we do not own, operate or control any airline, shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan or any other facility or provider etc. that is engaged to provide you services during the course of your tour.

Therefore, please carefully note that: (1) you will need to adhere to the conditions, rules and regulations of each service provider. For instance, you will need to check the baggage rules of the airline to understand what kind of baggage and how much baggage you can carry. You will need to check the hotel rules to check what the mealtimes are, at which you should make yourself available. The company is not responsible / liable for the consequences if you breach such rules and regulations; (2) If you cause any injury or damage affecting the service provider, then you may be liable to the service provider and if the service provider recovers any monies from us for such injury or damages, we shall separately charge you for the same; (3) we cannot be held responsible / liable for any delay, deficiency, injury, death, loss or damage etc. occasioned due to act or default of such service providers, their employees or agents.

MEALS

Please refer to the itinerary in the brochure / website for details of the meals which would be served to you on the tour. Unlike an airline, we cannot process a special meal, nor can we guarantee a special diet. The same is at the sole discretion of the service provider. We do not assure special meals or special timings or extra halts for infants, children, or passengers with diabetes, cholesterol, high blood pressure or any other condition. We cannot guarantee quantity of the food as may be provided by the service provider. If you have any such special requirements arising from medical conditions or from the needs of your children or otherwise, it would be advisable to travel on a customized tour and coach tours are not recommended.

We, however, reserve the right to change the meal arrangement, where circumstances compel us to do so. At some places a meal allowance may be paid to you at our discretion to enable you to have a meal of your own choice.

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HOTELS

The Company selects hotels for your stay at locations, which give comfort and value for money. For various reasons, such as reducing the overall traveling time on the coach for the following day, the hotels may be chosen away from the city centre. Unlike other countries, most hotels in Europe do not have air conditioners or fans. Modern facilities such as attached toilets with showers / bathtubs are provided. We cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room / rooms on the same floor etc. Hotels in Europe may / may not have room service facilities.

The check in time is usually 2 p.m. and check out time is usually 11 a.m. In Australia, the check in time is 12 noon and the check out time is 10 a.m. In certain hotels like Genting Resorts, though the check in time is 2:00 pm, you may have to wait for some hours till the rooms are cleared. The same is subject to change from time to time.

If you seek a change in rooming while on a tour, the same will be subject to availability and you will need to pay any additional charges as may be applicable.

Please note that hotels in Europe and Far East can have exceptionally small rooms unlike what you may have experienced in other countries.

Single Accommodation

In case you book on a single occupancy basis, you will have to pay a single room supplement unless another tour participant is willing to share your room. You shall also be liable to pay the single room supplement if earlier having booked on a shared room basis, you later have to take the room on single occupancy basis since your intended room partner has either dropped out of the tour for any reason or since you and / or your room partner are no longer willing to share a room.

Note that the single room supplement will be charged in all cases where a booking on a shared room basis has to be changed to single room basis including the following:

- (i) Intended room partner was arranged by you.
- (ii) Intended room partner was arranged by us for you.
- (iii) No room partner was found available for you.

Double (Twin) Accommodation

A double room has either a single queen-size bed or two separate beds. If you request for a room with a queen-size bed, the same would be provided subject to availability as most

of the hotel rooms in Europe & Far East are twin-bedded. In case of non-availability of a room with a queen-size bed, a twin bedded-room would be given.

Triple Accommodation

We recommend a maximum of only three persons in one room. Triple rooms are usually no larger than twin rooms and the third bed is often a rollaway bed or cot placed in a twin room.

Children Accommodation

A child travelling for whom 'without a 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 you decide not to avail such facility whilst on the tour, you would not be entitled to any refund. In case you decide to seek an extra bed for the child booked on 'without bed' basis on the tour, this will be provided subject to availability and you shall be bound to pay any additional amount charged by the concerned hotel directly.

PRE / POST TOUR / ADD ON EXTENSION PACKAGES

Pre / post tour accommodation / add on packages or extensions are available to you at special rates. You must ensure that you request your travel agent or your sales officer for the same at the time of booking your tour.

COACH AND SEATING

We generally engage air-conditioned / air-cooled luxury coaches but we are not responsible if the air-conditioning equipment malfunctions for any reason. On group tours, you are not allotted seat numbers as a seat rotation system is followed. You must follow the instructions of the Tour Manager in this regard.

The average traveling time by coach is approximately 8 to 10 hours or more a day in Europe and in U.S.A. under normal road conditions. Comfort stops are provided every 2-3 hours, after appropriate intervals. The foregoing timings are indicative only. Though some of the coaches are equipped with emergency washrooms, such a facility can be used only in case of a dire emergency.

The coach drivers are bound by restrictions concerning maximum driving hours per day and per week and the itineraries are planned with regard to the same. It is therefore essential that the itineraries, schedules and timings are strictly adhered to by you so as to ensure that all the services can be duly provided. If you or any of your co-passengers misses any service due to unpunctuality, we

shall not be liable to refund any amount. Further, we shall not be liable to refund any amount or pay any compensation / damages for any change in itinerary or for missing any service due to the unpunctuality or actions of your co-passengers or for any delays due to any reasons.

Please note that smoking, consumption of alcoholic beverages and snacks is strictly prohibited on coaches. Please keep the coach clean to avoid discomfort to yourself and other tour participants.

Please take care not to leave behind any property in the coach while disembarking. The Company would not be responsible or liable in case of loss of such property under any circumstances.

BAGGAGE ON COACH

Please note that portage is not included in the tour price. It is often difficult to get porters to assist as hotels may or may not provide this service and it is therefore advisable to use bags with wheels. Coaches have limited space for luggage and hence we permit only one suitcase and one handbag per person in the coach. The suitcase should be of a size of 158 cms. (width + length + height).

AIRLINES

We shall in no circumstances whatsoever be liable to you or any person travelling with you, for loss of baggage by the airline, failure to provide meal of your choice by the airline, denied boarding or down-gradation due to overbooking or any other reason, failure on the part of the airline to accommodate you despite having confirmed tickets, quality or quantity of meals offered by the airlines, flight delays or rescheduling, flight cancellation, changes of flight schedule or routing, change of airline mentioned at the time of booking etc. In these circumstances, we will not be liable for the injury, loss or inconvenience suffered by you but you will be free to pursue your remedies against the concerned airline.

BAGGAGE ON AIRLINE

Airlines have restrictions on the kind of baggage, number and weight of baggage that you can carry and you will need to carefully read and understand the rules and regulations of the airline, in this regard.

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Typically, weight restrictions on baggage for Economy Class is 20 Kg, for Business Class 30 kg and for First Class is 40 kg and one hand bag (cabin luggage) not exceeding 7 kg per person except for flights to USA and Canada, where the passengers are permitted to carry two pieces of checked-in baggage and one hand bag. In the case of low cost carriers are used by the Company during the tour, the permitted baggage allowance may be lower than what is mentioned above.

Baggage is not included for internal flights in USA. One needs to pay for every piece of baggage checked in. The charges vary from USD 25 to USD 35 per bag. Please check with our sales staff for correct details.

Please note that every airline has a different set of rules and regulations regarding the weight restrictions and furthermore, airlines keep changing the rules quite frequently. Hence, you are requested to please check the updated baggage rules of the individual airlines, with whom the ticket is booked.

We are not liable / responsible, in any manner, if you are unable to carry any baggage or if you have to pay any extra-charges due to restrictions imposed by the airline. You shall be liable to pay all such charges directly to the airline. Also, we are not liable / responsible for any loss or damage to baggage while it is in the custody of the airline.

AIRLINE DATE CHANGE BEFORE DEPARTURE

If you wish to travel in advance or return at a later date after the tour ends, then you must pay the applicable difference between the group airfare within the package holiday tour cost and the market airfare for the changed sector. The same will be quoted by us to you on your request. Over and above this you will also be required to pay an 'Airline Seat Rebooking and Reservation Fee' of Rs. 2,500/- or amount as applicable per person per sector, per change depending on the airline (subject to availability of seats and ticket validity).

Please note that you will not be able to avail of the group transfers and accordingly you will have to make your own way to meet up with the group on arrival and / or to your next destination when your tour ends. We shall not be liable to refund any amount to you in this regard. Terms & Conditions shall apply.

AIRLINE DATE CHANGE AFTER DEPARTURE

It is absolutely necessary to have your return

air seats to India confirmed prior to your departure from India.

If you wish to change the date of your return journey after departure from India, you will have to pay a "Change in Reservation Fee" if any, directly to the airline, subject to availability of seats in the same booking class. This fee may range between USD 75 to USD 200 or more per person and we will not be responsible for the same.

AIRLINE CONFIRMATION AND RE-CONFIRMATION

Though you may receive a confirmed air ticket for a particular sector, airlines often overbook seats, due to which the airline may offload even confirmed passengers and may accommodate them on a subsequent flight. We will not be responsible / liable for any such offloading nor for any consequence of such offloading including delay, inconvenience or loss of tour services. As you are booked on a group fare ticket, please note that seat allotment will be made only when you physically report at the airport check in counter. You are advised to report at the airport check in counter at least 3 to 4 hours prior to the departure time. Seat allocation is a matter of airlines discretion and availability of seats is not in the control of Cox & Kings.

Hence Cox & Kings shall not be held responsible if you do not get seats together or do not get your preferred seats. Please note that in case you are returning on a later date after the tour ends, the responsibility / liability to re-confirm air tickets 72 hours prior to the departure would be solely yours.

YOU ARE RESPONSIBLE FOR YOUR DOCUMENTS AND POSSESSIONS

You will have to take the risk and responsibility of all your baggage, belongings, currency, valuables, documents and personal effects (collectively 'baggage') at all times during the tour, whether during travel on the airline or during your stay in hotel or during your travel in coaches, while on excursions or otherwise.

If you forget to carry or if you lose essential travel documents such as passport, visa, tickets etc., you may be compelled to curtail the tour and you may have to incur extra expenses, for which you alone shall be responsible.

In view of what is stated above, please carefully note that:

1. We shall not be responsible or liable for any loss or damage in respect of your baggage etc. or their contents whether due

to theft, accident, negligence or otherwise;

2. We shall not be responsible for any cancellation or curtailment of your tour compelled by any such loss of baggage etc. and we shall pay no compensation or refund to you;

3. Some coverage in respect of baggage loss or damage may be provided by insurance (see below the Insurance section).

It is advisable that you do not carry valuables on the tour. However, if you carry any valuables, we recommend that you use all available facilities to keep them secure during your tour. In this regard, some hotels provide Safe Deposit Lockers (which may be charged separately). In case of airlines, we recommend that you declare your valuables to the airline at the time of check-in and pay an additional charge, as may be stipulated by the airline, to make the airline responsible for valuables. Without such declaration, airlines can invoke limitation of liability protections provided in international conventions and laws.

If your baggage is lost or misplaced at any time during the course of your tour, it is your responsibility to take all appropriate actions to file complaints with the concerned authorities, including police, airline office etc. Please understand that as the Tour Manager is responsible for the whole group of tour participants, he may not be in a position to escort you to lodge a complaint with the authorities, as it could compromise the convenience and time of the group.

Furthermore, Tour Managers / Assistants / Escorts are assisting the tourists throughout the tour and are not responsible for tourists' baggage or any kind of personal belongings. On the entire tour the tourists have to be responsible and carry the baggage on their own. Instructions as well as information of the tour are to be followed in the group tours and the tour manager / company is not responsible for any instructions overruled by the tourists and / or its consequences.

TRAVEL DOCUMENTS AND CLEARANCES

It shall be solely your responsibility to hold valid travel documents and statutory clearances, to enable you to travel on the tour such as passports, visas, confirmed air-tickets, insurance and medical insurance

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certificates and other statutory certificates including immigration clearance etc. Please note that your Passport must be valid for at least six months subsequent to the scheduled departure date of the tour. If you cancel the tour due to non-availability of the passport etc, you will be liable to pay cancellation charges.

VISA GUIDANCE SERVICES

It is necessary for you to ensure that you have the appropriate passport, which is valid for at least six months after you return to India. For guests travelling to Malaysia, please ensure that the minimum validity of the passport should be at least 9 months after your date of return to India. Furthermore, you will be required to take the appropriate visas for going on the tour.

We provide you visa guidance services for which we will charge you. Such charges may include not only the actual visa charge and costs incurred but also our service charge. Please note that UK and USA visa will have to be obtained by you directly; however we may assist you in preparing and submitting the visa application based on documents provided by you. Even if you do not get your visa, you will be liable to pay the applicable charges. If you already possess a visa or wish to do the visa / s on your own, you would be entitled only for the refund of actual visa / s cost and the portion of charges attributable to our service charges will still have to be paid by you.

It is your responsibility to promptly furnish to us all documents required for application of your visas etc. latest by 60 days before the departure date. In fact, in the current scenario it would be far more prudent to furnish all documents at least four months before the departure date. Given the security concerns and the over-cautious approach adopted by embassies and consulates, visa processing can take quite long.

Please note that we may receive documents submitted late but we are not responsible for rejection or non-receipt of visas due to inadequate or late submissions. You are required to furnish only genuine documentation.

Granting / rejection of visas is the sole discretion of embassy / consulate. We only act as a facilitator for obtaining visas. You may be required to appear personally before embassy / consulate for any interview(s) / providing biometrics. The Company shall under no circumstance be held liable or responsible for rejection of visas and any other incidental or consequential loss,

damage, cost or expense. You undertake not to proceed legally against the company for such rejection of visas, unless there is a manifest error committed by the company.

We would not be responsible / liable in any manner whatsoever for any clerical error done by the concerned embassy / consulate regarding the name, attachment of wrong photograph, duration and type of visa (single / multiple entry) or passport number. We always use services of reputed courier companies for the purpose of transmission of passports to the embassies / consulates and to our clients in various cities. We will not be responsible for any loss or damage whether direct, indirect, incidental or consequential caused due to transmission delays or loss of passport or documents in the course of transmission of documents by us to the embassy or to you or in the course of transmission of documents by the embassy / consulate to us. We would however, make best attempts to trace your documents or assist you in obtaining alternative / certified copies of the lost documents.

If you are unable to travel on the tour originally booked by you because either you could not get your visa in time or due to an error of the part of the embassy / consulate, an incorrect visa is issued to you, you shall have the option to postpone your tour to any other future date or transfer your tour to any other tour and in such case the amendment fee for shall apply, in addition to cancellation charges.

Please note that if the rejection of visa is intimated by the embassy / consulate within the cancellation period specified in the section titled CANCELLATION OF BOOKING BY YOU then the cancellation charges as appearing in that section shall apply.

Please further note that for the purpose of ascertaining the applicable cancellation rates, the cancellation would be deemed to have been made on the date we receive intimation of visa rejection from the consulate / embassy. Should you choose to re-apply after visa rejection, then you shall do so at your own risk and cost. If the visa is rejected a second time, the applicable cancellation rates shall be based on the date of receipt of intimation of the rejection of second visa application and so the charges shall be much higher than the rates which would have applied on the first rejection. Should we not receive any intimation from the consulate / embassy either accepting or rejecting a visa application before the departure date of your tour, the maximum cancellation charges shall apply.

It is made clear that the cancellation charges shall apply in addition to the retention of visa service charges. You expressly agree not to dispute the foregoing.

HEALTH

Please note that your health is entirely your risk and responsibility. Our tours are suitable for persons of reasonable fitness. They may not suit persons who are medically infirm or who have special needs or requirements whether due to age, medical conditions or otherwise.

It shall be your duty to inform us in writing in case you have any medical condition that may affect your ability to fully enjoy our tour arrangements or where the interests of other tour participants may be adversely affected by such condition. Under such conditions we may decline to accept you or continue you in this tour.

We reserve the right (without obligation) to ask you to undergo medical tests and to provide written certification of your medical fitness before departure or at any time during the tour and if you fail to undergo such tests or fail to provide such certificates, we may decline to accept you or to continue you on the tour. Our actions in this regard may be guided not only by concerns for your health but also the convenience and health of the other tour participants.

However, it is not our obligation to check your medical condition and if you suffer any injury or aggravation on the tour or if you are unable to enjoy / complete the whole or any part of the tour due to your medical conditions, we shall not be liable to compensate you nor to refund any amount to you nor to pay your medical expenses.

In this regard, please note that service providers such as Airlines may decline to accept you on medical grounds. Please carefully read and understand the rules and regulations of the service providers, because we shall not be responsible for the consequences that you may suffer.

To some extent, your losses on account of cancellation or curtailment attributable to hospitalization as also your expenses of hospitalization may be covered by insurance. Please see Insurance section below.

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TRAWELTAG / ASSIST AND INSURANCE

Your travel insurance policy is an add on benefit to the Trawelltag / Assist product, which is included in our tour package. You are therefore, entitled to travel with an Overseas travel insurance cover for the normal duration of the tour. All passengers up to the age of 70 years are covered under the insurance policy. All the passengers above the age of 70 years have to undergo medical tests as stipulated by the insurance company after which the policies are issued. Pre – existing diseases are not covered under this insurance policy. An additional charge will be levied if you wish to extend the tour for longer than the normal tour duration.

If any adventure sports / activity are included in the tour package, you shall avail of the same at your own risks having regard to your medical condition. We shall not be liable for any death, injury or other loss due to your participation in such adventure sports and any release form that you may be required to sign by such person / service provider / club / association / organization / hobbyist / institution, will be binding.

Please take note that, in case in case of death of the tourist(s) all the arrangements for transportation of the dead body including procuring the death certificate, post – mortem, re – patriation of dead body and all personal effects / property and insurance claims etc. shall be made by accompanying relative and / or accompanying known acquaintances of the deceased. Company shall not be responsible for extending any help for the same. The entire expenses shall be borne by the accompanying relative / or accompanying known acquaintances of the tourist. The Company or any tour leader shall not be responsible for the same. In case any of the relatives wants to visit the country where the tourist has expired, all the necessary arrangements shall be made by the said relative only at his/her cost.

Please note that you would have a direct contractual relation with the insurer and we are not in any manner directly involved with this relationship. You shall directly submit claims to your Insurance Company. The Insurance Company shall directly pay the settlement amounts to you and any dispute in regard to rejection of claim or adequacy of settlement amount shall be settled by you directly with the Insurance Company.

LIABILITIES

Please go through the terms and conditions carefully to understand your rights,

responsibilities, risks and the extent of our liabilities.

As earlier stated, being tour organizers, we will not be liable / responsible to you for any loss, injury or damage in respect of life, limb or property, sickness, delay, discomfort, anxiety, service denial, service deficiency, additional expenses etc incurred by you or for any direct, indirect, consequential loss and / or damage or any kind suffered by you howsoever caused arising out of any act, omission, default of any contractor / supplier or of any servant or agent employed by the contractor / supplier or of any third person who may be engaged or concerned in the provision of accommodation, meals, transportation, entertainment, refreshment or any other service etc. comprising the tour package. In view of this, please note that we shall have no liability in the following circumstances (amongst others):

- Failure on the part of airline to accommodate passengers (despite having confirmed tickets) or cancellation, change of route, delay of flights etc.
- Overbooking of seats / rooms by the airline / hotel.
- Loss of / delay of baggage by airline / coach / cruise / train.
- Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and / or damage or any kind of theft howsoever caused;
- Rudeness or unprofessional behavior of staff of airline / hotel etc., quality / quantity of meals, facilities given etc.
- Any kind of service denial or deficiency by any contractor / supplier.

Further, please note that in any case, our liability arising from this contract shall not exceed the total amount paid for the tour holiday. Further, under no circumstances shall we have any liability in respect of any indirect, special or consequential losses / damages whatsoever.

As earlier stated, any loss or damage to your baggage will be borne entirely by you and we shall not be liable for the same in any manner.

We shall not be responsible and / or liable for any damages caused to you due to reasons beyond the control of the Company (Force Majeure / Vis Majeure). Any overstay expenses due to delay or changes in bus / flights / ships / trains or cancellation of special bogie or other services due to sickness, weather conditions, war, threat of war, strikes, rebellions, disturbances, unrest, curfew etc. or any other cause whatsoever,

shall be borne entirely by you and we shall not be liable for the same.

We are not liable for any acts, omissions or defaults of other tour participants which may result in injury, damage to your life / limb or property or interfere with enjoying any services to be provided on the tour.

The immunities provided under this contract to the Company shall be available to the Company's Managers, including Tour Managers, Employees, Servants and Agents but not to the contractors / suppliers selected by the Company.

Please note that we will be entitled to retain custody of your documents or properties entrusted to us till we receive payment of all amounts that are due to us in relation to your booking / travel.

YOU WILL NEED TO COMPLY WITH TOUR CONDITIONS

You will have to strictly follow the tour program and comply with the terms and conditions of the various contractors / service providers such as hotels, airlines etc.

You are responsible to register with the representative of the Company at the appointed date, place and time for departure and you would be treated as a no-show if you fail to do so and the consequences shall be yours entirely.

You are required to be punctual and adhere to the time-lines of the tour and of the contractors / service providers. If you are not punctual, you could miss your flight, your coach, your meals etc.

You shall not behave in a manner which may cause distress or annoyance to other tour participants or to any other person or which may create the risk of danger or damage to property belonging to us or other tour participants, service providers or any other persons. If you misbehave or disturb the decorum of the tour you may have to terminate the tour. In such an event, no refund or compensation will be paid to the tourist and he / she will have to bear and pay the expenses for his / her return travel. You shall not carry any item or object, the possession of which is forbidden by any laws, rules or regulations. Nor shall you violate any other laws, rules or regulations. Should any tour participant misbehave or violate any

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laws, rules or regulations, we shall have the right to discontinue his / her participation and exclude him / her from the tour at his / her risk, cost and expense. Should we suffer any damage or liability on account of a tour participant's misbehavior, we shall be free to separately charge and recover our losses and expenses from him / her.

NO REFUND FOR UNUTILIZED SERVICES

It is clearly understood that there shall be no refund or compensation whatsoever for unutilized services. This general rule applies to all kinds of non-utilization or under-utilization of tour services, whether of the whole or part of the tour and whether as a matter of your choice, or caused by your fault or compelled by circumstances such as ill-health, weather, external factors etc.

As a consequence of the above rule, please note that no refund will be admissible in the following circumstances (amongst others).

There would be no refund if you fail to join the group at the commencement of the tour or join the group later or leave the group before culmination of the tour for any reasons whatsoever.

There will be no refund if you fail to or are unable to utilize any of the services on the tour like airline travel, hotels, sightseeing, rides, cruises, meals, entrance fees, optional tours etc due to any reason whatsoever such as late reporting, ill-health etc.

EMPLOYEES / AGENTS NOT AUTHORIZED TO CHANGE TERMS

No person including any of our employees, agents or franchisees has the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in this document. Assurance if any, given by any of our employees, agents, franchisees or any other person, whether given verbally / in writing / by email / by sms or otherwise, which is contrary to the terms and conditions shall not bind us, in any manner.

PLEASE CAREFULLY CHECK WHAT THE TOUR COST INCLUDES AND EXCLUDES

Please refer to the relevant section of the Price Grid for the tour cost. All services to be provided to you will be as per those specified / confirmed and paid for as per the Invoices. If you avail any service such as portage, room service, laundry, excess baggage charge, a la carte meals, alcoholic beverages, soft drinks, paid toilets etc or anything that is not specifically shown as included in the Tour Cost, then the payment for the same will have to be cleared by you.

TIPPING

Tipping is customary (unless otherwise stated in the brochure) in all parts of the world for services rendered (e.g. porters, coach drivers, tour leaders, guides etc). Unless otherwise communicated the tip amount is 2 EURO per person per day in Europe for the coach driver, 2 EURO per person per city per guide in Europe and 2 EURO per suitcase per day for a porter in Europe. Everywhere else it is 2 to 4 USD instead of 2 Euros. Please check the Price Grid to ascertain whether such tips are included within the tour costs or are required to be paid by you separately.

CURRENCY AND TRAVELLERS CHEQUES

We recommend that you take your Foreign Exchange partly in Cash and Travellers Cheque. You can also opt to take a Foreign Currency Debit Card which is another safe mode of carrying exchange. Travellers Cheque can be encashed overseas for foreign exchange, for a nominal fee.

MINIMUM PARTICIPATION

Tours specified in the Brochure are operated subject to a minimum participation of paying adult Participants. If the participation is less than the minimum prescribed (as below) we reserve the right to amend, amalgamate, alter, vary, or cancel a tour without incurring any liability to pay any compensation. If we decide to operate the tour with participation below the minimum stipulated or if you are required to travel as individual travellers (not as a group) we reserve the right to collect an additional pro-rata amount. In such cases you may not be provided certain services, which would have been provided in the group tour including the service of a tour manager and you may need to travel on an amended itinerary and services, such as transportation on a 'seat in coach' basis, where the coach departures are at fixed times and routes etc.

COUNTRY	MINIMUM PARTICIPATION
Europe / U. S. A.	35 Min. Full Paying Adults
Far East	16 Min. Full Paying Adults
Australia / New Zealand	16 Min. Full Paying Adults
Egypt / Scandinavia / Mauritius	15 Min. Full Paying Adults
S. Africa / Turkey / China / Sri Lanka	10 Min. Full Paying Adults
Kenya / Jordan	04 Min. Full Paying Adults

PRIVACY OF INFORMATION

We try to maintain the privacy of the personal information provided by you. However, it would be necessary for us to share this information with Consulates, Embassies, Airlines, Hotels and other service providers who would be providing you service during the tour. We would also be constrained to disclose such information if we receive an order of the court, a requisition from any government or statutory authority, subpoena, or where under any laws, rules or regulations, such disclosure becomes necessary.

You agree to let us photograph and / or videograph the tour and specifically you agree to let us photograph and / or videograph you in the course of the tour. You agree to let us publish such photographs / videographs through all media including print media, websites, letters, emails etc. You also agree to let us track usage statistics. You agree and accept that all such photographs and / or videographs and statistics are our absolute property and we have the unrestricted right to use them for any legitimate purposes including advertisement and commercial purposes. Further, you agree that if you share with us any photographs and / or videographs taken by you during the tour, we would be free to publish such photographs and / or videographs through all media including print media, websites, letters, emails etc.

We recommend that you register online so that we can send you updates and information on travel destinations.

COMMUNICATION

Communications transmitted to your mailing address / email address on record shall be deemed to have been communicated to you even if returned undeliverable for any reason. All communication from you to the Company has to be in writing, not orally.

Where you book directly with us, we will address communications to you at your mailing address and / or e-mail address given in the Booking Form. Where you have booked through a Travel Agent, we will address communications to your Travel Agent, who made the booking on your behalf and the agent would be responsible

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for transmitting such communication to you. All monies paid to the Travel Agent shall not constitute payment to us unless deposited by your Travel Agent with the Company.

ADDITIONAL CONDITIONS APPLY IN CASE OF PROMOTIONS / OFFERS / SCHEMES

Please note that in case of special offers, promotions or schemes, the terms and conditions of these offers, promotions or schemes will be applicable in addition to these terms and conditions. You might have to adhere to the payment schedule prescribed under such offers, promotions or schemes in order to be eligible to avail benefits under such offers, promotions or schemes. If you fail to make the payment by the due date and / or do not comply with all the terms and conditions of the offer, promotion or scheme, you would not be entitled to receive the benefit under such offer, promotion or scheme.

We shall have the absolute right to withdraw any scheme or discount at any time after such scheme or discount is published.

BALANCE PAYMENT

Please check your Invoice for the due date of your balance payments of the tour cost. This balance payment has to be made 45 days prior (for Europe & Rest of the world) and 60 days prior (for USA, Australia & New Zealand) to departure date of the tour. If the booking is accepted within 45 days (for Europe & Rest of the world) and 60 days (for USA, Australia & New Zealand) of the date of departure of the tour, the entire tour cost has to be paid upfront. A delay in payment of your tour cost (part payment or full payment) can result in a delay in issuing your air tickets which are necessary to facilitate your visas processing. We may treat such delay as a cancellation of booking by you, which will be subject to the applicable cancellation charges as per the cancellation schedule.

We reserve the right to amend the prices published in this brochure and on the website and to adjust our charges based on various factors including currency fluctuations, fuel price rise, travel arrangements, special / high season charge levied by the suppliers, hike in any government taxes or any taxes or visa amounts and / or for any reason etc before the date of departure. All such increases in price must be paid in full before your departure.

TRAVEL NOW PAY LATER SCHEMES

We may assist you in obtaining bank finance to enable you to pay in easy installments. However, please note that the loan relationship is entirely between you and the bank and you will submit the finance application to the bank entirely at your own risk. If you fail to provide the required documentation to the bank so that loan cannot be availed of in time or if the bank in its sole discretion rejects your loan application, you shall be liable to pay the entire price to us upfront, failing which your booking shall stand cancelled and cancellation charges shall apply.

ON TOUR ASSISTANCE

Please promptly inform your Tour Manager of any grievances that you may have and immediately follow this up by writing to us. This will enable us to promptly rectify all genuine grievances in real time.

If you fail to do this, you will be deemed to have acknowledged and accepted the services of the Company in full satisfaction and you shall be deemed to have no grievance or complaint in that regard.

You should communicate the grievance to the Contractor on the emergency telephone number and adopt any of the following procedures provided that such communication should be made on a working day within working hours:

1. By fax at 91 22 2270 9161 followed by a written communication to our Registered Office listed below with a copy marked to the Independent Contractor, OR
2. By email to contactus@coxandkings.com, followed by a written communication to our Registered Office listed below with a copy marked to the Independent Contractor, OR
3. In writing with a copy marked to the Independent Contractor, at the Registered Office of the Company:
Cox & Kings Ltd,
Duniya Dekho, Customer Service,
Turner Morrison Building, 16, Bank Street,
Fort, Mumbai 400 001, India

Any complaint made by you must be notified to the Company in writing within 28 days of the end of the tour. No claim notified to the Company outside this period will be entertained and the Company shall incur no liability whatsoever in respect thereof.

LAW AND JURISDICTION

In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the applicable rules. The Mediator shall be appointed by the Company.

If the dispute is not settled by mediation within [thirty] days of the appointment of the mediator, or such further period as the parties shall agree in writing, then the dispute may be settled in accordance with the Arbitration and Conciliation Act, 1996 by a sole Arbitrator to be appointed by the Company. The Arbitration proceedings will be in Mumbai. The arbitrator's decision shall be final and binding on both parties. In case of any dispute concerning the award the courts in Mumbai alone shall have exclusive jurisdiction.

This contract will be governed by Indian law. You agree that in the event of a dispute or difference between the parties the exclusive jurisdiction shall vest in the competent court / forum / tribunal in Mumbai only.

As to the interpretation of the aforesaid terms and conditions, the decision of Cox & Kings shall be final and binding upon you. The Company reserves its right to change the Terms & Conditions any time without any prior notice and without assigning any reasons there of.

YOUR SUGGESTIONS:

If you have any tips, which you might want to share with us, do write in to us at our Registered Office as listed above or email us at contactus@coxandkings.com or fax to us at 91 22 2270 9161.

On behalf of the persons booked, I / We have read, understood and accepted the Terms and Conditions, How to Book rules, Brochure, Price Grid, Itinerary, Promotion Booklet, Cancellation Policy and Web pages, a copy of each of which has been furnished to me / us. I / We being duly authorized by the said persons do hereby agree and accept the same for self and on behalf of the said persons assuming full responsibility.

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