

TERMS AND CONDITIONS

All our products which are sold By Madura travel service (P) Ltd. subject to these Terms and Conditions and the same shall govern the contract between us. In the event of booking of any third party tours or travel products or services like cruise, flights, coaches, sightseeing etc, the Terms and Conditions specified by such Tour Operator, including their payment schedule, cancellation, refund etc. shall be applicable, in addition to our Terms and Conditions. The services comprising the tours are provided by independent entities that own or operate airlines, surface transportation, hotels, restaurants, kitchen caravans, caterers, ships and cruises, places of entertainment like theme parks, museums, art galleries etc. Though we select reputed suppliers after we inspect their infrastructure, however, we have no direct control over such services or persons providing such services or their staff. We cannot be held responsible if the contemplated service is not provided by the supplier or there is a defect or deficiency in the services provided by any supplier. Consequently, any delay, injury, death, loss or damage is caused on the above account does not render us liable to the Clients who have chosen us as organisers. However, in case a client is not satisfied with a particular service, we can take up the matter with the supplier if we are intimated immediately as per the process described in this document. Similarly, we do not take responsibility for any act or omission of co-travellers or third parties, if it results in injury, damage or danger to the life/limb or property of any Client. As we book services in advance and are bound to honour the commitments as to payment to the suppliers, cancellation of services earmarked results in the Company losing money depending upon the time of communication of cancellation to the supplier and therefore, the cancellation schedule, which is based on the above amongst other factors becomes applicable on cancellation. Read through all terms and conditions and book tours. Booking a tour with Madura Travel service (P) Ltd will automatically accept all terms and conditions.

DESCRIPTION OF SERVICES: We quote the rates several months in advance. Naturally, the rates describe the then available services as accurately as possible. However, factors and circumstances beyond our control like traffic problems, weather conditions, fairs, festivals, sport events, political/religious gatherings, strikes, change of management/closure of hotels/restaurants, over booking of hotels/ flights, cancellation/ re-routing of flights or railway, closure of / restricted entry at a place of sightseeing may result in changes in the services / itineraries. We therefore, reserve the absolute right to alter, amend, change or modify the Tour Package, Itineraries, Tour Schedule, the Travel Plan and sightseeing. Where we may know of these sufficiently in advance we would notify you, otherwise our Tour Managers or local representative/s would inform you of the changes on the spot. In case the alternate arrangements made are materially superior as compared to the ones described in the website, we may charge extra for the same anytime. The services to which the Client is entitled to are described in the Website and/or the price grid or the concerned Invoice as the case may be. Please note that neither our staff members nor you are authorised to promise any service or facility over and above the mentioned ones and agree upon at the point of sale.

ITINERARY CHANGES: For the comfort and convenience of the Clients, we would sometimes amend the itinerary. The Company would also try to inform the Client about these changes, prior to the start of the tour or during tour if that be possible.

DEFINITIONS: The Client means the person/s in whose name and/or whose behalf the Booking is made and/or whose name appears on the Booking, Invoices and Service Voucher and includes every person availing the services of the Company. Infant / Child: An 'Infant'

means a person below the age of two years, and a 'Child' means a person from the age of two and below the age of eleven years. Independent contractor means supplier of any infrastructural facility and shall include hotel 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. Third party product – means a product designed and operated by any person or concern other than the Company and will include cruises, rail passes / tickets, group/individual tours, hotels, transportation etc. Gender – the male shall include the female. Number – the singular shall include the plural.

ELIGIBILITY: Persons fulfilling the criteria set by relevant provisions of law relating to foreign exchange in India and R. B. I. Rules, whose passport is valid for at least six months subsequent to the date of arrival at the end the tour and have been granted relevant visas to reach the point of commencement of the tour and travel throughout with the group are eligible to book on the tour.

BOOKING: You have been supplied with complete details of the Tour Arrangement / Itinerary / Price Grid and these Terms and Conditions for the relevant bookings of the tour. You shall read the same carefully before confirming the tour package. You shall pay the non-refundable interest free booking deposit as per booking at the time of booking. The Terms and Conditions and Payment Receipt shall be binding on the parties and shall constitute a contract between the parties. In case of one or more but not all the Clients confirming the tour package via mail/ whatsapp, it shall be deemed that the others have duly authorised the concerned signing the Client/s to do so. In case you confirm the tour for and on behalf of the persons named in the Booking, it shall be deemed and construed that the Clients have duly authorized you to accept the terms and conditions on their behalf. The confirmation of the Booking by the Client or by you shall reconfirm the acceptance of the Terms and Conditions contained herein by the Client/s in totality. The Company reserves the right to decline to book any person/s for any Tour or to cancel their booking without assigning any reason. No person including the Employee/s / the Company or you have the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in this document. Assurance if any, which is contrary to the terms and conditions given, shall not bind the Company. The Company has the right at any time to Terminate the Contract prior to the commencement of the Tour without assigning any reason whatsoever. Amend, alter, vary or withdraw any tour, holiday excursion or facility it has advertised or published or to substitute a service by service of similar class or type if it is deemed advisable or necessary. In either of the above cases, the Company shall not be liable for any refund / compensation whatsoever.

PRICING POLICY: The company shall decide the prices of the respective tours from time to time and the relevant price list will be furnished to you from time to time. The said price list shall include the price of the tour payable by you to us and the maximum price at which the said tour can be sold to the end user. In any event, you shall not sell any product at a rate higher than the maximum retail price fixed by the company.

BOOKING AND DEPOSIT : You should produce the original passport of the persons travelling at the time of booking. Along with the Booking confirmation mail/whatsapp acknowledgement, you shall enclose the non-Refundable Interest Free Deposit amount depending upon the tour you have chosen.

THE VISA DEPOSIT : In case the visa are to be obtained by us for the clients, you shall also pay a Visa Deposit depending upon the country of visit for any of the International tours

at the time of booking on tours that require visas. The visa deposit would be utilized towards the cost of visas. If the amount spent for visas including administrative charges exceeds such amount, you shall pay the difference. In case such cost is less than the Visa Deposit, the difference would be adjusted towards the tour cost once the final payment is made. In the event of cancellation of the tour by either party, the said deposit would be refunded after deducting amount spent by the Company including administrative charges and in case such amount is more than the deposit amount, you shall be liable to pay the difference to the Company. Unless otherwise the company receives the full payment, the company shall not be liable to process the booking / obtain visas for the clients.

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

IF YOU APPLY FOR VISAS THROUGH THE COMPANY : It is convenient and safe to have the Visa applications made to the concerned Consulates / Authorities through the Company. However, for certain visas including the visas for USA and UK, the Client would have to attend personal interview at their own cost. As granting or rejecting visas and immigration clearance is the sole prerogative of the concerned sovereign governments, the Company shall neither be responsible in case of non-granting of such documents nor liable for any delay, denial or other related act/omission or for any loss, expense, damage or cost resulting there from. You should ensure that you submit the relevant documents and photographs within the stipulated time as mentioned in the Documentation Check List given to you at the time of booking of the tour. Any additional information, details and documents, you possess to support the visa applications should be made available to the Company. The Company would not be responsible in any way in case any clerical error regarding names, attachment of wrong photographs, duration, and type of visa (single / multiple entries) occurs in the consulate / embassy. You shall be fully responsible to check the visas, their validity, details and the correctness thereof. In the event the application for visa made by you or the Company on your behalf is rejected by the concerned Embassy or Authorities due to inadequate supply of documents furnished by the applicant or due to any other reason whatsoever, the Company shall not be liable or responsible for the same. The cost of processing visas is not included in your Tour Price unless provided otherwise. The visa fee when prescribed includes the actual visa charge, cost of processing fees, the professional charges of the Company and overheads. Even if visas are rejected, the stipulated fees of the Company shall be payable by you. There would be no refund, if any one unable to travel due to the said reasons. In such cases, the non-refundable deposit paid by you shall be forfeited and no claim whatsoever shall be made for the same and the cancellation schedule shall be applied in addition as applicable. If the passports are required to be mailed for visas / POE to different cities, company would mail the passports by reputed courier. In case of loss or delay of the passport arising out of such transmission, company would not be responsible to compensate the holder for any loss whatsoever. The position in respect of cancellation of Tour by you due to non-availability of travel documents would not change only by virtue of your having applied for such documents through the Company. In the event that a client is unable to travel on the tour originally booked by him, due to rejection of visas by the concerned embassy, the Company may in its discretion offer such client an option to postpone his tour to other available date or transfer his booking to any other tour. In such

case the transfer fee for the transfer of the tour shall apply. In case the Client declines the offer, the cancellation schedule shall apply.

IN CASE OF FOREIGNERS(Non Indians): All terms and condition will be applicable with few amendments. The prices for foreigners(Non-Indian Nationals) will vary based on the products and services. And the company uses various suppliers for individual products, so the company will not be responsible for any grievances caused to the passengers. Still the company will try to take efforts in solving the issues as soon as possible but will not assure for settlements in terms of refunds or adjustments of Itinerary. Valid Visa and original passport is required for booking any tour.

BALANCE PAYMENT, INVOICES, SERVICE VOUCHERS: The prices quoted have been calculated at the rate prevailing at the time of preparing the Tour Package and other services. The Company reserves the right to amend the prices published in this website or brochure and to charge accordingly in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers, hike in the tax, hike of airline/rail charges before the date of departure. All such increases in price must be paid to the company in full before the departure of the tour. All services would be as specified vide the Invoices and Service Voucher(s). A Service Voucher(s) is the written confirmation of the entitlement of the Client to travel on the tour and avail the services and the same must be presented by the Client to the Tour Manager or Service Provider as applicable on the first day of the tour. Services shall not be provided if the relevant Service Voucher in original is not produced. For some countries the Client would be handed over internal flight / train tickets, hotel and other vouchers by the Tour Manager / company representative on arrival at the holiday destination. The Service Voucher(s) along with air-tickets and other travel documents would be given to you 1 day prior to the departure, only on payment of full tour cost including foreign exchange component 45 days prior to the departure of the tour and adherence to the schedule of documentation by you. If the booking is accepted less than 45 days prior to departure, you shall make full payment of the tour cost including foreign exchange component and deposits at the time of booking. If a booking is accepted by the Company on a date closer than 45 days before departure, the air tickets and other travel documents would be given to you as early as possible prior to the departure time. It is entirely your responsibility to check the Service Voucher(s) / Tickets / Visas / Insurance Policies carefully and to let the Company know immediately in the event of any error.

INSURANCE: It is mandatory that you purchase an Overseas Medical and other Insurance Policies to cover the risk to life, limb and property whilst on tour for the duration of the trip. It may be noted that the tour cost does not includes the insurance premium and that the Clients shall have to acquire the same at their cost. In case if the cost of the insurance is included in the tour or you want us to obtain the insurance policy for the above purpose, such policies would be for cover for the duration of the trip and relate to persons below the age of 60 years. In case of clients above the said age and in case of clients seeking extended stay abroad, there would be additional premium payable by them. Further it would be your responsibility to produce such medical reports as might be required by the insurer. Further please note that you would have a direct contractual relation with the insurer and the Company is only a facilitator. You have to check the accuracy and correctness of the policies so obtained and in case of any errors or lapses report the same to the Insurance Company and get the same rectified as the company would not be responsible for the same. It shall be your duty to inform the Company in case the Client has any medical condition that may affect his ability to enjoy and pursue fully the Tour Arrangements and wherein the interest of the Group

or any member thereof is prejudicially affected. The Company reserves the right to ask any Client to provide written certification of his medical fitness before departure. In the event that a medical condition has not been disclosed, the Company is not be liable to provide any assistance or money back.

TOUR COST COMPONENT : It is mandatory that the Client should avail the foreign exchange component of the tour cost from the Company under his Basic Travel Quota entitlement. You have to pay the total tour cost component in Indian Rupees by way of a demand draft in favour of the Company / Union Bank. The Client would submit his request on a pre-printed Basic Travel Quota Form, which has to be completed and signed by him. The Company would forward the said form to the Authorised Dealer / Full Fledged Money Changer to release the amount of required foreign exchange to the Company for the cost of the tour as a part of the Basic Travel Quota of the Client. Under the present guidelines of the Reserve Bank of India, all residents holding Indian passports are entitled to avail an amount not exceeding USD 10,000 or its equivalent per person in one calendar year for one or more private / leisure visits under the Basic Travel Quota. All individual travellers holding an Indian Passport are entitled to avail an amount of USD 25,000 or its equivalent per visit while travelling on business. In both the above cases the traveller cannot avail in excess of USD 2,000 or its equivalent by way of cash component.

PERSONAL FOREIGN EXCHANGE REQUIREMENT : The Company would be happy to provide the Client additional foreign exchange required for his personal use whilst travelling overseas. This exchange would be drawn from the balance of the Basic Travel Quota component of the Client with the Company. The Client may take the foreign exchange for personal use partly in currency, partly in travellers cheques or Travel Currency Card. Travellers cheques are a safe way to carry money as they are easily encased for a small service fee and can be replaced if they are stolen or lost, provided the Client has the lost travellers cheque numbers and the counterfoil subject to the rules applicable. Alternatively, one can take a Travel Currency Card, which is by far the safest way to carry money and make payments. The card gives anytime access to cash at over 8,00,000 VISA / VISA PLUS ATMs. This card is also accepted by over 12 Million Visa Electron Merchant Outlets across the world. AIRLINE 'CHANGE IN RESERVATION FEE' it is absolutely necessary to have the return air seats to India confirmed prior to the departure from India for outbound tours. The Clients wishing to change the date of their return journey after departure from India shall have to pay "Change in Reservation Fee", directly to the airline, subject to availability of seats in the same booking class. This fee may range depending upon the airline and the class of booking.

AIRLINE CONFIRMATION : Though the ticket issued to the Client for a particular sector may have confirmed status, due to overbooking of seats the airline may offload any passengers and accommodate him on a subsequent flight for which the company will not be responsible. If a client on an escorted tour wants to return on a date subsequent to the date on which the escorted tour ends, and in case of a client on individual tour, it shall be solely the responsibility of the Client to re-confirm the air tickets 72 hours prior to the departure.

CONDITIONS OF TRAVEL : The Client would have to strictly follow the Tour Program and return to the Point of Boarding as per the validity of the air ticket. There shall be no refund, if the Client fails to join at the commencement of the tour, or joins the tour later or leaves the tour before culmination. It be noted that for all purposes, it shall be the responsibility of the Client to reach the place of commencement of the Tour and register with

the representative of the Company at the appointed place, date and time for group tours. Those clients who do not travel throughout the tour shall under no circumstances be entitled to any refund. In case a client along with his companions is compelled to discontinue the tour due to any reason whatsoever including injury, illness, death or loss of passport or any travel documents, no claim shall be entertained for refund of money paid for unutilized services. If a client is unable to reach the place of commencement of the tour due to any reason whatsoever, his booking shall be treated as 'no show' on the tour and 100% cancellation charges would be levied. If a client avails pre – tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to join the tour at the appointed place, or cancels the tour after using the air tickets or pre – tour arrangements or part thereof, it shall be treated as 'no show' and there would be no refund whatsoever for the unutilized pre-tour or main tour services. The Clients shall not behave in a manner which may cause distress or annoyance to other co-travellers or which may create the risk of danger or damage to property of the Company, the co-travellers or others. The Company shall be under no liability to any such person.

MISCELLANEOUS PRODUCTS:

HOTELS : Hotels chosen for the tours are manually confirmed after the confirmation from the client. The company doesn't hold any responsibility for any discomfort or grievances caused due to the hoteliers, their staffs and services. All hotel bookings are done through suppliers and the company holds no responsibility of any problems at the time of Check-In. Still the company can try helping out during those kinds of situations. Only the Room and corresponding meal vouchers will be provided by the company, other expenses such as meals, minibar, etc. must be paid by the clients directly to the hotel. Cancellation and refund policies are based upon individual hotel so kindly confirm to the policies before signing the Terms and conditions form. Service tax and service charges are applicable.

MEALS : On tour meals, which are as per the menu indicated in the brochure are served. The Company, however, reserves the right to change the meal arrangement, if circumstances make it necessary to do so. The Company cannot guarantee a special meal / diet for the Client. If the Client misses or refrains from availing any meal arranged by the Company due to his reasons, there would be no refund. Where client makes a request in writing at the time of booking for a special meal / diet, company would make effort for the same, however, the Company shall not be held liable if the same is not provided. Any other meals can be arranged by the company with an additional cost. Service tax and service charges are applicable.

BAGGAGE : The Client travelling by air would be subject to the airline restrictions / limitations on baggage weight / size / number permanently.

TIPPING : Tipping is customary (unless otherwise stated in the itinerary / pricing) in all parts of the world for services rendered (e.g. porters, coach drivers, guides etc). Tipping charges are additional and doesn't include in the tour cost.

COACH / SITTING : The Company uses air-conditioned / air-cooled luxury coaches and any other mode of transportation unless and until mentioned specifically in the itinerary. The Clients shall follow the instructions of the local representative in this regard for out bound tours. For Europe tours, average travelling time by coach is approximately 8 hours a day

under normal road conditions. Comfort stops are provided after appropriate intervals having regard to the daily itinerary and therefore, though some of the coaches are equipped with emergency washrooms, such facility can be used only in case of an emergency. Smoking, consumption of alcoholic beverages and snacks is strictly prohibited on coaches. The Clients should not 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.

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

LAW & JURISDICTION : Law prevalent in India is applicable and as a part of the cause of action arises in Chennai and the Company has its Registered Office in Chennai, it is agreed between the parties that in the event of a dispute or difference between the parties the exclusive jurisdiction shall vest in court / forum / tribunal in Chennai alone having jurisdiction to decide the matter.