



# Terms & Conditions

## 1. Definitions

- a) "you"/"client"/"student(s)"/"guest(s)"/"traveler"/"traveller" means and includes the person on whose behalf the module/tour/service booking is made and / or the person making the booking who is an Indian national or a foreign traveller visiting India
- b) "we"/"us"/"company"/"Tailored X"/"staff"/"staff member(s)" means Tailored X Private Limited.
- c) "independent contractors"/"independent business/businesses"/"supplier(s)/independent supplier(s)" means hotelier/hotel owner, airline company or owner of any airlines or shipping company or railway, ferryboat owner/operator, cruise-line/cruise company/cruise owner, cab/taxi/coach owner/operator, visa service provider/consultant, person delivering the session or lecture, an institution, or any other person or organisation who has been selected by the company to render services to the client.
- d) The term "program"/"tour plan"/"land package"/"itinerary"/"module"/"module execution plan"/"tentative itinerary" includes module execution plan, day wise schedule or program.

## 2. Booking your Holiday

- a) Your contract in respect of your holiday is made with Tailored X Private Limited ('the Company'), registered in Ahmedabad, Gujarat and all bookings are subject to these terms and conditions.
- b) The company reserves the right to change/modify any of the Terms and Conditions (T&C), Company Policies/Regulations/Code of Conduct etc.
- c) All communications by the Company in relation to your holiday will be sent to the physical/email address/WhatsApp mobile number communicated to the company.
- d) All bookings must be made through an authorised representative of the Company. At the time of booking a deposit of 50% of the total cost of the booking will have to be paid.
- e) Receipt of the deposit or booking voucher by the Company does neither guarantee nor imply confirmation of the booking. No booking shall be confirmed until the Company issues a written notice. The Company reserves the right to refuse a booking without giving any reason and shall in that event return any deposit received.
- f) Your holiday must be paid in full at least 25 days before the departure date. If payment is not received by the due date, the Company reserves the right to cancel the booking and retain the deposit. The person who signs the booking form / confirms the booking guarantees payment of the total amount shown on the booking form / invoice in accordance with these conditions. It is the responsibility of the signatory / confirming person to ensure the Company receives payment in full by the due date. No reminders will be sent.
- g) If you book within 30 days of your departure date payment must be made in full at the time of booking.
- h) All special requests, such as dietary requirements, add-on services should be provided in advance prior or at the time of booking.
- i) The Company will provide the service as set out and confirmed in writing as mentioned in Section 2. (c).

- j) For guests visiting India from other countries, 100% of the tour cost should be paid 25 days before arrival, which can be done in instalments if the tour date is more than 25 days. If booked in less than a month, 100% of the tour cost should be paid on immediate basis.

### 3. Price Policy

- a) The Company is under no obligation to furnish a breakdown of the costs involved in a holiday.
- b) The Company reserves the right to notify you of any increase in price before accepting your booking.
- c) After a Confirmation Invoice has been issued, unless you choose to pay for your holiday in full at the time of booking, the price of your holiday is subject to the possibilities of surcharges in certain limited circumstances. However, a surcharge will only be levied to allow for variations in transportation cost, including cost of fuel, increase in normal published airfares, increase in the entrance fee or sightseeing/adventure activity, taxes or fees chargeable for services such as landing taxes at airports, the exchange rate applied to the particular package or if the government or regulatory body introduce an increase of taxes. Even then, the Company will absorb an amount equal to 1% of your holiday price (excluding insurance premiums and amendment charges) before passing on any surcharge to you. Only amounts in excess of this 1% will be surcharged. Surcharges will be notified by a revised Confirmation Invoice sent to you.
- d) Please note that cost of the vehicle (car / coaches with the driver) does not include extra usage of vehicle like after transfer or after sightseeing until or unless it is mentioned in the itinerary.
- e) **PASSPORTS & VISAS:** For Indian nationals/clients, to travel to any country except for Nepal, one needs a 06 months valid passport and a valid Visa. And the processing fee of Passport and Visa(s) are not included in the tour cost.
- f) **Rate of Exchange (ROE):** For international travel/tour/student group/corporate group/event package/hotel/any other travel services quoted in foreign currency, the rate of exchange at the date of booking shall be applicable. **If the surcharge increases the total holiday price shown on your original Confirmation Invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the revised Invoice and**

obtain a full refund of all payments made to the Company and any amendment charges previously incurred.

- g) The company will collect the relevant bank charges for inward remittances made by foreign clients/travellers visiting India.
- h) Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at the time. To qualify for this benefit you should return the Confirmation Invoice to the Company with full payment to reach the Company within 7 days of the date printed on the Confirmation Invoice.
- i) The financial commitments offered above by the Company mean that the Company is not able to reduce the holiday prices should the value of the Indian Rupee strengthen.
- j) No refund/concession request by the client will be fulfilled once the tour is completed for any disruptions caused to the clients due to factors out of the company's control. Refunding the tour cost or a part of tour cost will be at the company management's discretion.

## 4. Payment Terms (For Domestic & International Travellers)

- a) We only accept payment in USD for all travellers arriving from other countries unless the Company specifically quotes in INR.
- b) An advance payment of 50% amount of the total tour/land package cost will be required to book the tour.
- c) A balance payment of 50% should be paid 25 days before the date of the commencement of the tour.
- d) If the tour is booked in less than 25 days to the date of commencement of the tour then 100% amount of the tour/land package cost should be paid.
- e) For international travellers visiting India, 100% of the tour cost should be paid before arrival.
- f) For services bought on-ground (for both domestic and international travellers), i.e. services purchased on/after arrival. The payment should be made on immediate basis either by cash or in the Company Current Account via bank transfer.
- g) In case of non-payment/failure to pay the total tour cost by the client, the Company or its Accounts Team can/may reach out to the client at any given point of time.

## 5. Cancellation and Changes by the Company

- a) Occasionally it may be deemed necessary to make changes to your holiday and the Company reserves the right to do so at any time, and you will be notified of any changes at the earliest possible opportunity. If a major change to your tour is necessary, providing it does not arise from circumstances beyond the Company's control, you may choose (i) to accept the change of arrangements (ii) to purchase another holiday from us or (iii) to cancel your holiday. Compensation may be payable in cases of major change as detailed below.
- b) No compensation will be payable for minor changes. Minor changes include minimal changes to departure and arrival times, changes to the type of aircraft used, cabs/taxis/bus/tempo travellers, restaurant and accommodation changes to a comparable or superior standard.
- c) Major changes include cancellation, changes to your arrival airport, delays in departure or return by more than 12 hours and accommodation changes to an inferior standard of accommodation.
- d) Compensation will not be paid for changes or cancellations caused by Acts of God (Force Majeure), war, threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or man-made disaster, fire, technical problems to transport, closure or congestion of airports, strikes or other industrial action, adverse weather conditions or any other event beyond the Company's control. It is essential that you take out adequate travel insurance.
- e) The Company reserve the right to cancel your holiday at any time before the date of departure, even after a Confirmation Notice has been sent. If your holiday is cancelled the Company will refund in full the money you have already paid. No compensation will be payable.
- f) Transportation is subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. These conditions are often the subject of international agreement between countries and copies of the conditions, which apply to your holiday journey, will normally be found on the carrier's tickets.

- g) If you fail to pay the balance of the holiday price at least 25 days before departure, the Company will treat the booking as cancelled and levy the cancellation charges set out below (Section 6 (a))
- h) Under special exceptions, if the client has promised to pay for the holiday price on arrival after receiving the confirmation from the Company representative. The client will have to pay the amount at least 03 days before his return flight from India to his home country. Should the client fail or refuse to pay the balance of the holiday price, the Company will issue a legal notice to the client and file a complain for the same with the local police authorities under IPC which will be punishable.
- i) **The company also has the right to refuse any person as a member of the tour**, if in their opinion that person could endanger the health, safety and enjoyment of others on the tour. In any of the events mentioned above, the company's sole liability and the client's sole remedy will be limited to a refund of any monies paid, less the amount for services already utilised plus administrative fees.



## 6. Cancellation and Changes by You

- a) You may cancel your holiday at any time providing you notify the Company in writing. The following charges will be levied on any cancellation if the duration between the arrival date and the date of cancellation request submitted to the Company is:

30 days or more	50% of Deposit / Advance
15 – 30 days	100% of Deposit / Advance
08 – 15 days	80% of Tour Cost
01 – 07 days	100% of Tour Cost

- b) After the itinerary is confirmed, the client is permitted free of administration charges one set of amendments, though will be liable for any added cost this may add to the tour, including airline charges, hotels etc. Any further modifications, which are instigated by the client, will incur a charge of 2500 Indian Rupees due to communication and administration expenses that may have incurred.

## 7. Our Responsibilities

- a) **The Company does not own or manage the aircraft, accommodation, restaurants, logistics and other facilities used in conjunction with the tours arranged.** While the Company has exercised care in selecting providers of travel, accommodation, restaurants and other facilities, the Company have not had the opportunity to inspect and do not represent that such aircraft, accommodation, restaurants, and other facilities and services have been inspected.
- b) The Company is not responsible if you or any member of your party suffer death, illness or injury as a result of any failure to perform or improper performance of any part of our contract with you where such failure is attributable to (i) the acts and/or omissions of any member of the party, or (ii) those of a third party not connected with the provision of your holiday, or (iii) an event which neither the Company or the service provider could have foreseen or prevented even with due care.
- c) Should any member of your party suffer illness, injury or death through misadventure arising out of an activity, which does not form part of the holiday the Company has arranged for you the Company cannot accept liability. The Company will offer general assistance where appropriate.
- d) The Company regret that no refund will be made on unused tickets where travel, sporting event or other types of ticket, unless a refund can be obtained from the carrier or provider.
- e) If the company is applying for the visa(s) on your behalf, the company will ask for all the relevant and required documents. The company may ask to submit/re-submit additional/same document(s) if they face any rejections in the first attempt. However, the company will not be responsible whatsoever if you do not provide the documents in time or deadline mentioned by the company

## 8. Your Responsibilities

- a) You are responsible for arranging your own travel insurance, though an appropriate policy can be incorporated into your tour package. Details of all insurance policies held by each member of your party must be provided on the booking form. No booking can be accepted without sufficient proof that personal policies have been arranged. Please ensure that your insurance cover applies to the specific activities you are booking and which are confirmed on the Confirmation Invoice.
- b) Each member of the party must have a valid passport, visas and all necessary documentation for the countries they are touring. The Company accept no responsibility for any delay or expense should your documents not be in order.
- c) You are responsible for providing all the necessary documents for visa application (if applying through the company) on time. Should you not provide the relevant documents on time even after receiving the reminder from the company's behalf then the company is not responsible for visas not being issued in time.
- d) In case you are a foreign traveller, you are responsible for providing all the necessary documents not limited to document like traveller passport copies and your issued travel insurance copies to the company or its representative. Should there be any emergency the same shall be useful for the Company to assist you and your fellow travellers.
- e) You are responsible for not being able to travel/not being allowed entry in a country if you do not receive the visa in time due to your own negligence as mentioned in 8(c). The company cannot accept the responsibility in such case and is not liable to pay any refund whatsoever. In such cases the terms mentioned in "6. Cancellation and Changes by You" (mentioned-above) shall be applicable.
- f) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to

take up any component of your holiday. No credit of refunds will be given for lost, mislaid or destroyed travel documents.

- g) By booking a holiday with the Company you undertake to behave in an orderly manner and not to disrupt the enjoyment of others on holiday with you nor to do anything to bring the reputation of the Company into disrepute. If you breach this clause your holiday will be terminated with immediate effect and the Company will have no further contractual obligation to you. The Company will be entitled to recover from the offending party and/or the person who signed / paid for the booking compensation for any damage caused.
- h) It is the responsibility of the person who signs the Booking Form / Books a holiday to disclose any pre-existing medical conditions that members of their party may have.
- i) All equipment and personal effects shall be all times and in all circumstances at the owner's risk. The Company cannot accept responsibility for any loss or damage or delay to your luggage or effects unless directly caused by the negligence of one of our representatives.
- j) It is your responsibility to communicate and book the add-on services/ activity mentioned in your holiday package proposal before arrival. If you book the services directly by an independent supplier on tour, we do not guarantee the fulfilment of the same cost for the add-on service/activity as mentioned in the holiday package.
- k) For your safety, it will be at your own risk/responsibility to book any cab or local rickshaw to go to your hotel/any other destination unless no pick-up & drop service is promised by the tour operator.
- l) It is your responsibility to be aware and take care of your valuables on arrival. Some places may have the risks of pickpocketing incidents. Maintain a safe distance from suspicious people at the railway stations and local bus/ cab points. Any thefts or damage to your luggage/property or injury to the client at the airport/railway station or any other public place will not be the responsibility of the Company.

- m) Services like porters/coolies/luggage helpers are not included in your land package/holiday package/tour package. Kindly check with the respective individual supplier for his service charges/rates. We will not be held liable if you were charged more or were cheated.
- n) At some places, on arrival, you may be surrounded by an overwhelming number of people asking you to buy their services. It is your responsibility to stay alert and look out for your luggage or belongings and get to a safe space/area at the earliest. You may have to keep denying the people for their services multiple times. We do not have any control over the point of arrival and the people working there. Hiring them is completely your choice.
- o) Foreign travellers tend to feel cheated when they are charged for any additional services like portage/coolies services, and for hiring local taxis/rickshaws on their own. If you book and pay for any services on your own, then the Company will not be held responsible for any such incidents. Please discuss all the charges and tips before you hire/book any service(s) from the local providers.
- p) It is your responsibility to check the rates and service charges of any services that the guests purchase on-ground directly/indirectly with independent suppliers. The services may include any sightseeing activity / guide service / motorised or non-motorised adventure water / land sports activity / equipment but not limited to afore-mentioned. The company cannot accept any liability for any service that was not promised/proposed in the proposal. The same applies even when an independent supplier appointed by the Company recommends another independent supplier to the guests on-ground. The Company cannot accept liability in such cases as all the suggestions, recommendations and bookings are done by the Company before the guest arrives. For any on-ground additional bookings, the guest need to book the service with the Company or its representative only to claim any refunds or concessions in the case of any mismanagements or failure to deliver.

## 9. Logistics

- a) **The driver will assist you with your luggage but will not carry your luggage for you.** Carrying the luggage will be at the driver's genuine discretion and willingness.
- b) **The vehicle driver/guide is appointed by the Company/the contractor and their profile is not limited to one religion.** We work with drivers of different religions. Please be respectful to them irrespective of their religion.
- c) **Most of the drivers don't speak English (in India).** If you are a foreign traveller visiting India, it is always recommended to hire a tour guide for the course of your vacation in India. You may book the tour guide via the Company or on your own. The Company accepts no responsibility for hiring the guide on your own.
- d) **The driver receives his allowances daily for his expenses like lunch, dinner etc.** kindly do not offer him any money.
- e) **The driver or the logistic supplier reserve the right to refuse the service** if the guest(s) acts/behaves violently with the respective driver or damages the vehicle.
- f) **The driver or the logistic supplier can also deny his services** if the the luggage of the guest(s) exceeds the recommended limit or if the guest adds/starts adding additional baggage in the vehicle during the course of their tour/holiday. In such cases an upgrade will be suggested to the guest(s). Should the guest(s) refuse to upgrade and decides release the cab, then he'll not be offered any refunds/concessions for any unused/remaining logistics service days by the Company or the independent contractor.
- g) **Tipping the driver at the end of the tour will be at the guest's discretion** and not mandatory unless specified otherwise in the itinerary.
- h) **The maximum dimensions per bag (H + W + L) must not exceed 158 cm (62 inches) – 02 pieces + 02 Hand luggage in between 02 guests.**
- i) **The car/taxi provided for a couple/02 guests will by default be a sedan car** unless requested otherwise by the guest to the Company. The

maximum limit of luggage pieces for the same will be 02 bag(s) and 02 hand luggage (dimensions mentioned in Section 9.(g)).

- j) **For travellers, more than 02 but less than 05, a MUV or an SUV will by default be selected for the tour unless requested otherwise to the company.** The maximum limit of luggage pieces for the same will be 05 bag(s) and 04 hand luggage (dimensions mentioned in Section 9.(g)).
- k) **For travellers, travelling in a group of 10 or more a suitable coach will be provided** with a maximum luggage allowance of 01 bag + 01 hand luggage per person (dimensions mentioned in Section 9.(g)).
- l) **In case the travellers are planning to carry more luggage than specified above, they'll need to request a bigger car (will be re-quoted for the same).** The same should be confirmed with us at the time of confirmation.
- m) In case of a long tour covering multiple states, the cabs/taxis or drivers may change as per the state law of India or the driver's availability/familiarity with the region the guest is travelling to.
- n) It is recommended not to leave any valuables in the vehicle when going for any activity like sightseeing, lunch, dinner or shopping. The drivers can and will take care of your luggage in the car but will not be held responsible if anything from the bags or the entire luggage goes missing. The travellers need to take care of their valuables.
- o) **The cab/taxi provided will have a daily Km cap of 250 Km.** The total Km cap is based on the no. of days your tour. (e.g. If your tour is of 10 days then the total Km cap is  $250 \times 10 = 2500$  Km) .
- p) **The Km is calculated from the point of origin** (origin city) from where the cab/taxi is hired and back to the point of origin.
- q) The cab/taxi is at your disposal for 12 hours of driver duty, e.g. if the guest starts the day in the morning at 9:00 am then the duty will be over by evening at 9:00 pm. Anything extra will be charged @ ₹ 500 / hour.
- r) The guest needs to bear the additional local logistics expenses under circumstances where the provided cab/taxi/tempo traveller/mini bus/coach cannot reach due to geological factors like narrow roads, steep hill etc. or not allowed to go/pass due to factors like road-close for maintenance or for

political reason, traffic laws as per the state or one-way roads etc. The location can be any place and is not just limited to any/all sightseeing location, hotel, restaurant or any local market. The company refuses to bear such charges.

- s) The cab/taxi at disposal will only visit the main/major sightseeing locations, shopping malls, major local markets and places where they are allowed by the local traffic authorities.
- t) The cab/taxi at your disposal will not travel to any other city/village other than that mentioned and confirmed in the itinerary. All such requests may be fulfilled but with an extra charge based on the cabs per Km rate (e.g. for Sedan cabs the rate can be as high as ₹ 15 per Km).



## 10. Smoking & Alcohol Consumption

- a) The Company forbids smoking in any vehicle operated by the Company. Frequent stops can be arranged for those who desire to smoke. All accommodation will be reserved with non-smoking rooms, unless the client specifically requires a smoking room. Confirmation is depending on hotel availability.
- b) India has 29 states and 07 union territories with their own rules/prohibition(s)/limitation(s)/ban(s) over alcohol consumption. Kindly check with the hotel on arrival for their alcohol serving policy. Consumption of alcohol in any vehicle operated by the Company is forbidden.

## 11. Waiver

- a) The Company will/may undertake to ensure the safety of the client throughout the tour, however aspects of each particular tour may not be without an element of danger. Clients should be prepared to sign a 'Waiver of Responsibility' form before they begin their tour. This form is an understanding that all clients need to exercise judgement and care at all times to ensure their own safety and that of their fellow tourists.
- b) The Company has made all reasonable efforts to check the accuracy of the information contained in our website. The Company cannot however accept any responsibility for any errors or omissions that may appear in its website.

## 12. Complaints

- a) If you have a problem during your holiday, please inform the relevant airline, hotel, local agent of other suppliers immediately so that they can endeavour to put things right. If you cannot resolve the problems, you must contact the Company office so that they are given an opportunity to help. The Company will not hold themselves responsible for the non-performance of an itinerary through causes beyond their control or when they are not notified of a problem at the point where remedial action can be taken. In the unlikely event that a complaint cannot be resolved at the time, you should write to the Company within 07 days of returning home, giving your original booking reference number / name of the person who booked the holiday and all other relevant information. If you fail to take any of these steps you will hinder the Company's ability to put any problem right and/or investigate it fully and any right you have to receive compensation will be reduced or completely invalidated.
- b) Any dispute that may arise will be governed by Indian law and both parties shall submit to the jurisdiction of Ahmedabad (Gujarat, India) Courts.
- c) All information given by the Company whether in writing or orally is to the best of the Company's knowledge and believed correct at the time given and is given in good faith. The booking conditions shall take precedence over any other warranty or condition that may have been given.

## 13. Data Protection Act

- a) It may be necessary for the Company to ask you for certain personal information. Examples of this would be dietary requirements, disability/medical or religious information etc. This information will be kept confidential by the Company and is available to you to inspect during the Company's normal working hours. It will be passed to the suppliers, if it is necessary for them to know this information in order to fulfill the Company's contract to you.

## 14. Force Majeure

- a) We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) political or social instability, inclement weather, natural disasters, acts of war, act of god, terrorist acts/attacks, incidents of violence, medical issues, public health hazards, epidemic/pandemic, strikes, lockouts/lockdowns, government instability, unusual and vast fluctuations in foreign exchange currencies, fires, and all similar events.