

BOOKING CONDITIONS

Please read these carefully. When you place your order with us, it is **deemed** that you accept our booking conditions.

Your contract is with Harji's India Ltd. When you book a holiday with us you will receive a Booking Acceptance Letter confirming your holiday contract and your protection under our Air Travel Organiser's Licence.

When booking through an agent for arrangements that include but are not limited to Harji's India arrangements, your contract will be with the agent and not with Harji's India who will simply be a supplier to your agent. Similarly, if booking only one component of a holiday, e.g., a hotel or a flight, Harji's India will be a mere agent for the supplier and accepts no liability for the provision of the service.

1. How to Book: After deciding on your holiday, tailor-made or otherwise, please complete the Booking Form (this can be downloaded from our website or requested from us) and return it to us by email or post. You can pay the deposit by bank transfer, debit or credit card, or sending in a cheque.

If booking through a travel agent, they hold all monies paid on our behalf and a contract is deemed to exist with us immediately once the payment is accepted by them. Harji's India will send you an Acceptance Letter normally within 7 days of receiving the booking. When booked through an agent, if the agent fails to adequately convey to us all your requirements, we will not be responsible for the resultant consequences. Similarly, if your agent does not convey to you fully our advice or gives you advice not originating from us, we will not be responsible for such lack of information or incorrect advice.

2. Deposit: The deposit payable with your order is 20% of your holiday price. A higher deposit may be payable in some cases, such as for booking a luxury train or cruise or some specific hotels. We will advise you of these while accepting your booking or soon after, as and when our suppliers advise us. We may also require the full flight payment if the fare is quoted as a separate item. The deposit amount is non-refundable, except in instances when we cancel the holiday or express our inability to operate it. In the latter case some charges may apply if the booking is within 8 weeks of departure.

3. Insurance: It is important that you have adequate travel insurance. Your failure to obtain it and any resultant consequences will not be our responsibility. Please ensure that your insurance covers you, among other things, for holiday cancellation as well as medical treatment abroad including repatriation.

4. Confirmation and Final Payment: On receipt of the booking form and deposit if the holiday requested is available, if joining a **group tour**, or is a **private journey** already agreed with us, we will send you a Booking Acceptance Letter, normally within 7 days. The balance amount due must be paid no later than 8 weeks before departure otherwise we reserve the right to treat your booking as cancelled and retain the deposit. If the booking is made within 8 weeks of departure, then the full price of the holiday is payable at the time of booking.

For **private journeys** the arrangements, are made *after* the acceptance of your booking and are as such subject to availability. Even for **group tours** flights, if included, may be subject to availability.

We can normally confirm all the arrangements within a few days but in some cases changes may be required or some confirmations may have to wait till much later. If we need to make a significant change such as a change of hotel or mode of transport or omission of a place, it is done with your concurrence. It is thus important that we have your contact numbers, both daytime and evenings, so that changes, if any, can be discussed.

For **minor variations** in the itinerary we do not make supplementary charges nor do we offer reductions. However if the cost variation exceeds 2% of the total holiday price you may be required to pay the difference, if the costs go up, or become entitled to a refund, if the costs come down.

If the availability of a certain portion of the holiday, or a specific hotel, is **critical** for you it must be specified in writing at the time of booking. Non-availability of this critical element will entitle you to a full refund of all monies paid, including the deposit. If, after notification of the non-availability of critical element(s) of your holiday, you decide to still proceed with the holiday, you cannot subsequently cancel it using this condition. We expect you to be reasonable when specifying critical elements, if any, or else we may have to refuse your booking.

In instances where you have not specified any critical elements, if the very nature of the holiday changes due to non-availability of significant portion(s) of the tour, we will ourselves offer you the option of a later departure or cancellation with full refund. An exception to this condition may be made for **bookings within 8 weeks of departure**. In such instances we may have to pay non-refundable deposits for confirming certain portions of the itinerary. If such last-minute bookings are cancelled due to non-availability of some portion(s) of the holiday, we would expect you to pay for the costs incurred by us.

5. Travel Documents: Travel documents are normally sent to you approximately 2 weeks before departure, by email or post. These include your international flight tickets (if purchased through us), final itinerary, local contacts at your destination, some useful tips and suggestions including on tipping, etc. Vouchers for hotels and internal travel, etc., are delivered on arrival at the destination.

6. Price Guarantee: The price of your holiday is fully guaranteed and is not subject to any surcharges. This guarantee is applicable once we have accepted your booking through a Booking Acceptance Letter and is subject to all payments being received by the due dates. The guarantee applies to complete holidays bought from us and does not cover the purchase of individual items such as airline tickets or hotel rooms. Thus, if a flight is quoted separately, it is not protected against future cost increases prior to ticketing. Also supplements such as for

club class in flights or higher-grade rooms in hotels are not covered by this guarantee.

N.B. Price variations due to changes in itinerary are not surcharges and are not governed by this guarantee. Surcharge, as defined, is only attributable to variation in costs of existing elements of the itinerary.

7. Alteration or Cancellation by you: If you wish to make a change after the booking has been accepted and arrangements confirmed, an amendment fee of £50 per set of alterations per person will be charged, in addition to any cost difference. Changing the date of departure will entail a higher amendment fee of £100 per person. If the alteration or date change is requested after the balance amount has become payable, higher charges may apply, especially if the change has a knock-on effect on the remaining arrangements or if advances have already been paid to our suppliers.

If you seek any alterations once the tour has already begun, we will treat your request sympathetically but cannot guarantee their implementation. Any costs incurred in making such alterations will be passed on to you and the unutilised portion of the holiday will attract 100% cancellation charges.

Should you wish to cancel your tour, you must notify us in writing stating the reasons for cancellation as you may be covered by your insurance policy. Such cancellation will deem to take place only on the date of receipt of your written request or email and will attract the following cancellation charges:

Date of receipt of cancellation notification	Cancellation charges
More than 56 days before departure	the deposit amount
29 to 56 days before departure	40% of tour price
15 to 28 days before departure	60% of tour price
8 to 14 days before departure	75% of tour price
4 to 7 days before departure	90% of tour price
3 days before date of departure or after	100% of tour price

These charges cover a complete tour and not elements bought separately. Thus a non-refundable ticket, bought as a separate item with your knowledge, will attract 100% cancellation. For a refundable airline ticket, the refund will be subject to the airlines refund policy.

8. Cancellation of a Tour by us before departure: We reserve the right to cancel a holiday on offer by us, including tailor-made holidays, without assigning reasons at any time over 8 weeks before departure date. In such a case, we will offer you a comparable alternative or at your option refund all monies paid by you.

If a holiday cancellation takes place within 8 weeks of departure it will be for one of the following reasons:

a) Due to non-payment or late payment of the balance amount due. In such cases an alternative holiday or refund will not be available and cancellation charges will apply.

b) Due to circumstances beyond our control such as cancellation of international or domestic scheduled service, technical problems with transportation, civil disorder or the threat of such, riots, strikes, natural disasters, accident or pollution, terrorist activity or the threat of such, war or the threat of war, etc. In deciding whether it is safe to visit a certain destination or not, we depend on the advice of the British Foreign and Commonwealth Office. In such instances we may offer comparable alternative arrangements or at your option make a full refund of all monies paid.

c) Due to non-availability of significant portions of a private itinerary. In such instances we may offer comparable alternative arrangements or at your option make a full refund of all monies paid except in cases where the booking is made within 8 weeks of departure.

In the unlikely event of us cancelling a holiday within 8 weeks of departure for reasons other than those listed above, we will offer you a compensation of £50 per person and if such cancellation is within 14 days of departure then a higher amount of £100 per person.

9. Alterations to your Tour Programme by us: We will make all reasonable efforts to provide you with the booked tour arrangements but cannot rule out occasional changes. If the changes are significant, we will inform you of these before departure, if possible, and offer you comparable alternative arrangements or at your option make a full refund of all monies paid. A significant change is one that involves a change of airport for international flights to and from your holiday destination, the outward or return journey being rescheduled by more than twelve hours or the omission of a featured overnight stop in the itinerary. The conditions mentioned are applicable only to arrangements booked through us. Where such changes take place for reasons within our control, we will offer you a compensation of £50 per person if you had paid the full holiday price by the prescribed date. Where the change is due to circumstances beyond our control amounting to force majeure, we will offer comparable alternative arrangements or at your option refund fully the monies paid by you. This is only for holidays yet to commence.

If any of the circumstances amounting to force majeure occurs *during* a tour we reserve the right to alter the tour programme, as required depending upon the circumstance, without offering any compensation. Any extra costs incurred will be payable by you directly on the spot to our agents. We may consider a refund for the unutilized portion of the tour if we are able to obtain any. The refund is normally sent once you have returned from your holiday.

We reserve the right to cancel your holiday anytime during its operation if you are found to be behaving in a socially unacceptable manner or indulging in an illegal activity. In such cases no refund will be offered for the unutilized portion of the holiday and Harji's India will further claim from you the costs of your return to the parent country.

10. Your responsibility: You are responsible for your passports, visas, insurance, vaccinations, etc., and we do not accept any liability for non-communication of relevant details to you. If any service offered by us is not clear, you should get written or email confirmation from us about its inclusion in the price.

11. Our responsibility: We accept responsibility for ensuring that the holiday which you book with us is supplied as described in our documentation, or any other literature printed by us, and the services offered reach a reasonable standard. In the unlikely event that any part is not provided as promised, for *reasons within our control*, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness and except where the supplier is a government or quasi-government institution. Our liability in all cases where the responsibility lies with us, as detailed above, shall be limited to a maximum of three times the cost of the portion of holiday adversely affected.

We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law.

In respect of carriage by scheduled air, sea, other water bodies like rivers and lakes, and rail transports the provision of accommodation and services in these are the responsibility of the providers of these transports and we merely act as agents for these providers. Our liability in all such cases will be limited in the manner provided by the relevant international convention. Thus, if a scheduled flight or train or ship has delays or changes in schedule or cancellation of service we are not obliged to offer alternative arrangements, it is the providers of these services who are responsible. We will, however, try our best to assist in the provision of alternative services, if required, on receipt of appropriate payment for these.

If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance but are not liable for the consequences of such independent act.

If you avail of a service during the course of your holiday which is not part of your contract with us, we are not liable for the provision of that service or its quality even if you purchase it through our agents or representatives. Similarly, if we recommend a restaurant or a shop or any reading material or any other establishment it is to assist you, and often at your request, and we do not accept any responsibility for the quality or content of the service received from these.

12. Inclusions and exclusions in the Tour Price: The inclusions and exclusions in the tour price are clearly spelt out with the holiday itinerary provided with your booking acceptance.

13. Arbitration: If you have cause for complaint during the holiday please bring it to the notice of our Local Representative/Agent and/or the hotel who will try their best to solve the problem. It is not advisable not to do anything when a problem occurs but to later write to us seeking recompense. **If we feel you avoided action to redress a problem when it occurred, no compensation will be offered if it is brought to our attention later.** If the problem remains unresolved in spite of your pointing it out locally to our agents when it occurred please write to us within 28 days of the completion of the holiday. We shall investigate the complaint and send you a reply as soon as possible.

In the unlikely event of us not being able to reach an amicable settlement you may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators under a special scheme devised for the travel industry. The scheme provides for a simple and inexpensive method of arbitration based on documentation alone with restricted liability of the client in respect of costs. The scheme does not apply to claims greater than £5000 per person or £25000 per booking form or to claims, which are solely, or mainly in respect of physical injury or illness. The application for arbitration must be made within nine months of the date of return from the holiday but in special circumstances it may still be offered outside this period.

14. Data Protection Statement: Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in Europe. In making this booking, you consent to this information being passed on to the relevant persons. If we need to give your details to anyone other than those listed above we will do so only with your consent.

15. Jurisdiction: Your holiday contract with us is made on the terms of these Booking Conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.

HARJI'S INDIA

Q West, Great West Road, Brentford TW8 0GP
Tel: +44 20 8638 5040 email: contact@harjisindia.com
www.harjisindia.com
Registered in England Number 12159329
ATOL 11728