



## Booking Conditions Summary

### Tanzania & Zanzibar 2024

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#### DEFINITION:

For this document reference to “you” or “your” includes all guests in the party. “We” or “us” or “company” means Away&Co.

Away&Co is a trading name of “CT Signature Tours Private Limited” and is used interchangeably. Your agreement is with CT Signature Tours Pvt. Ltd. (Trading as Away&Co) and a contract is formed when you make a reservation with us that we accept.

Enrolment in and payment for a holiday shall constitute acceptance by the guest of the terms and conditions in this document. These cannot be varied except in writing by an officer of the Company.

All contracts with Away&Co are made subject to the terms of these booking conditions.

#### FORCE MAJEURE:

Force Majeure Event means any event or circumstance beyond the control of Away&Co, including but not limited to (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, the action of the elements, force of nature, washout, typhoon, hurricane, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labour dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) pandemic, epidemic or health risk; (f) governmental and administrative actions (including the closure of borders and travel warnings and restrictions).

#### RESERVATIONS AND PAYMENTS:

Each guest is required to comply with the terms, conditions, requirements, laws, rules, and/or regulations of any service provider, or any country or governmental authority, and shall be liable for any such non-compliance.

1. Your trip will be confirmed after receipt of a deposit as detailed in the Payment Terms table. We reserve the right to refuse a booking without giving any reason and shall in that event return any deposit received unless it is on account of any Force Majeure incident.
2. Air-inclusive bookings will require payment in full at the time of booking, see payment terms table below.
3. Final payment for your reservation will be due before departure no later than as detailed in the payment terms table.
4. Away&Co reserves the right to cancel the reservation and impose cancellation charges if any payment is not received as detailed within the payment terms table. Away&Co will not be responsible for lost land and/or air reservations.

#### BOOKING DOCUMENTATION:

1. Copy of valid passport for all individual guests (first two and last two pages)
2. Copy of the PAN Card of the individual or entity making the payment for the trip.
3. Booking deposit as payable
4. Any other specific document as requested by Away&Co
5. Acceptance of booking terms & conditions

#### PAYMENT TERMS:

Date	Percentage of payment
At the time of booking	25%
By 30 <sup>th</sup> April 2024	75%

**Note**

All payments will be made in INR, exchange rate applicable will be on the day payment is received by Away&Co, as per the bank remittance rate.

TCS will be collected as applicable at the time of receiving payment.

"With the acceptance of this itinerary and the related quotation/costs, I/we, the individual/s making the payment for the tour package, confirm that I/we will not have to exceed the limit of USD 250,000 for transfer of funds abroad under the Liberalized Remittance Scheme in the current Financial Year."

**CHANGES TO CURRENT BOOKING:****Name Changes**

Away&Co does not charge a service fee for name changes or name corrections, however, where third-party costs are incurred, these will be passed on to the guest for payment. Not all airlines allow name changes or name corrections, and a new airfare may need to be purchased which will be passed onto the guest for payment.

**Other Booking Changes**

Away&Co does not charge a service fee for minor booking changes however where third-party costs are incurred these will be passed on to the guest for payment. Costs and charges may increase closer to the departure date that changes are made. We will try to make your requested change, but it may on occasion not be possible.

It is a clear agreement between either party that the prices quoted in the proposal/ brochure/ website have been calculated based on the prevailing hotel/ transport rates and applicable taxes thereon. The Company reserves the right to alter or amend the price published on the website/ brochure/ proposal in case of an increase in local taxes, fuel charges, taxes, visa fees, unprecedented foreign exchange fluctuation, etc., which will have to be borne by the guest and to be paid before the departure.

**CANCELLATION:**

a) Travel arrangements for any member of the party may be cancelled at any time by written notice by the person who made the booking.

b) Cancellation fees will apply (see Cancellation Charges table).

c) Notice of cancellation must be made in writing directly to Away&Co.

d) If a person in a party cancels and there is an accommodation change caused by this cancellation (such as a Double to Single, or Triple to Double, etc.), charges for the new room type will be the responsibility of the remaining party.

e) If a guest fails to join the trip on the day of departure, cancellation fees will be 100% (unless the guest notifies us of the delay and joins the trip later at their own expense).

f) Cancellation fees as per the Cancellation Charges table apply to additional accommodation and/or chargeable transfers before and after the trip, itinerary extensions, or cruise reserved through Away&Co.

g) Cancellation fees will include any amounts that we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to airlines and hotels). Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and once, we have recovered the amounts from the third parties.

h) If the reason for your cancellation is covered under your insurance, you may be able to reclaim these charges from your insurer. You are responsible for claiming from your insurer.

**CANCELLATION CHARGES (per person):**

<b>Period</b>	<b>Cancellation charges</b>
45 days prior arrival date	25% of the tour price
44 - 15 days prior arrival date	80% of the tour price
Within 14 days of arrival date	100% of the tour price

*\*If you cancel your journey (the no. of days before travel)*

**Please note:**

1. GST and TCS will be applicable, over, and above all mentioned charges based on the actual rate of tax applicable at the time of cancellation. Post deduction of cancellation charges along with service tax, your balance amount will be refunded.
2. You expressly agree to abide by the foregoing terms and conditions

**REFUND:**

The company reserves the right to determine the quantum of refund payable in case of cancellation or amendment or a trip due to Force Majeure or Vis Majeure. Such refund would be based on various factors like the number of participants the cancellation policies of suppliers like hoteliers, airlines, other service providers, etc. and the decision of the company on the quantum of refund shall be final. Even for payments made in foreign currency with or without part payment in Indian Rupees, the said refund shall be made only in Indian Rupees at the prevailing buying rate of exchange on the date of refund as per existing rules & regulations without interest. It would take at least 60 days depending upon the refund policy of suppliers to process such refunds.

**NO REFUND FOR UNUTILISED SERVICES:**

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

**AIRLINES:**

If an air reservation is made by Away&Co, full payment may be required for your airfare at the time of booking. On receipt of full air payment your airfare, taxes, and fuel surcharges are final. This will be regardless of future price fluctuations upwards or downwards. When booking a trip including flights, you will be required, at the time of booking, to provide us the full name as detailed on the passport, passport number, nationality, date, and place of issue for each guest. Away&Co does not hold an allocation of air seats and all flight reservations are made on request and are subject to the terms and conditions of the airline. Changes to flight itineraries and name changes and/or corrections may either not be allowed or may result in penalties charged by the airline. These are the guest's responsibility along with the fees charged as described above.

Airlines may change prices and routes from time to time. All air routings are in the sole control of the airline and are subject to change at any time.

Air Changes or Cancellation After a deposit has been received changes or cancellations will incur a service fee, plus any airline penalties. Airline-imposed penalties may be up to 100% of the air ticket price. Published Fares, Priced Match Fares, Promo Fares, and some other airfares booked are non-refundable.

Not showing up for your flight as booked and ticketed will be considered a no-show, and all the connecting flights associated with this one, even a return flight will be cancelled automatically by the airline, and no refund will apply in such cases.

Not all airlines offer pre-assigned seats. Some may charge for pre-assigned seats. Seat assignments are not guaranteed and are subject to change without notice due to a schedule change, equipment change, or other unforeseen circumstances. Seating is solely under the airline's control. Any additional charge imposed by airlines will be at guests' expense. Where pre-assigned seats are not offered or different seats are desired, guests must contact the airline(s) directly to arrange seating assignments as well as special meal requests. Away&Co does not assure that these requests will be granted.

Itinerary changes due to flight delays and schedule changes are solely under the airline's control. Away&Co reserves the right to offer alternative schedules for itineraries affected by airline schedule changes and equipment. Flight delays, flight cancellations, and schedule changes are the responsibility of the airline. Away&Co will not be responsible or liable for such delays or rescheduling and extra charges.

Frequent Flyer miles can be accrued on most air carriers depending on the class of travel. Upgrades using mileage will have to be done directly with the airlines by the guests using their mileage accounts. Many airlines do not automatically add frequent flyer numbers to records for flights booked and ticketed by Away&Co. It is the guest's responsibility to request frequent flyer credit from the airline. Away&Co shall not be responsible for matters concerning frequent flyer miles.

## **TRAVEL INSURANCE**

You are encouraged to purchase overseas travel insurance that will cover you while on holiday. Your regular health insurance benefits may not apply abroad.

Travel insurance is highly recommended for all guests. This insurance should cover; trip interruption or cancellation, personal injury, medical expenses, evacuation, and repatriation cover for any reason.

The availability of travel insurance and extent of coverage is constantly changing, please talk to Away&Co for more details.

Away&Co cannot be held responsible for your failure to obtain appropriate insurance, and we recommend you purchase your insurance soon after booking your trip. Away&Co will not be held liable for any costs incurred by the guest resulting from their failure to obtain adequate travel insurance.

Away&Co is not responsible or liable for losses or costs incurred due to the unavailability of medical services, or medical services obtained while on holiday, or for the quality of the care or services received. Medical care in other countries is not always comparable to care that you may receive in your local area.

We recommend you check whether any insurance you have also includes your participation in adventure activities you may undertake.

We do not employ medical personnel. Any necessary medical attention must be sought at a local facility, if available, at the guest's expense. Medical care in other countries is not always comparable to what you may be accustomed to.

## **VISA**

All guests must have a machine-readable passport valid for a minimum of 6 months after their return date from the trip, along with applicable and appropriate visas.

It is the guest's sole responsibility to secure and/or pay for any visas, Electronic Travel Authorizations (ETAs), affidavits, immunizations, etc. that are required to be permitted entry into each destination. All countries have different fees and/or departure taxes/exit fees which will be collected at the airports upon entry/departure by local government authorities.

For up-to-date detailed information on travel documents and visas, entry/exit taxes, and further information on entry and exit requirements please check with our travel advisor or local consular services. Obtaining and carrying these documents is your sole responsibility.

Visa costs will be advised by Away&Co, which will be valid at the time of such advice. Any visa cost may include documentation fees, and administrative fees and may or may not include the actual visa fee. The visa fee does not include any supplementary charges like courier fees, urgent fees charged by the Consulate, and all other fees/prices that are explicitly mentioned as included in the visa fees. As granting or rejecting a visa is the sole prerogative of the concerned sovereign governments, Away&Co does not guarantee the issuance of a visa. Away&Co is merely a facilitator in this process.

## **DATA PROTECTION**

To process your booking, Away&Co will need to use personal information for you and your guests in your booking. Personal information may include each guest's name, address, phone number, email address, passport number, and sensitive information such as health, medical, dietary, mobility, religious, or other special requirements as may be required. This personal information may be passed on to other suppliers of your travel arrangements in addition to public authorities (such as customs and immigration), security and credit checking organisations, and otherwise as required by law/RBI. We may need to provide personal information to contractors who provide services to or for us (e.g. sending mail, providing marketing assistance, etc). This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information. In making your booking, you consent to your data being passed to relevant third parties as set out above.

We may also use the personal information you provide us to review and improve the services that we offer, and to contact you (by post or electronic email) about other experiences and services offered by Away&Co that you may be interested in. If you don't want to receive this information or want a copy of the personal information we hold about you, write to us at: [engage@awayandco.com](mailto:engage@awayandco.com)

## **GRIEVANCE:**

If you have any problem or complaint during your trip, please inform Travel Away&Co, and we will do whatever we can to make things right. Such assistance may include providing information on health services, local authorities, and consular assistance as well as arranging communication and/or making alternative travel arrangements if there has been a disruption. We may charge a fee for these services where you have caused the problem intentionally or by your negligence. If the matter was not resolved while on the trip, please let us know within thirty (30) days of the end of your holiday, as you must provide us with the information quickly. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the way your complaint is dealt with and your rights under this contract.

In any legal action, arbitration, or other proceeding to enforce, interpret or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs, and expenses.

## **LAW & JURISDICTION**

Away&Co is only responsible for the services of reservations and ticketing. It does not accept any responsibility or liability for any of the acts, omissions, or defaults, whether negligent or otherwise, of any of the companies of our local partners and service providers. All matters arising about the services provided by Away&Co, but not in respect of other things, are subject to the law of India. In any legal action, arbitration, or other proceeding to enforce, interpret, or construe the terms of this Agreement, or concerning any grievance relating to the trip, the prevailing party shall be entitled to recover actual reasonable attorneys' fees, costs, and expenses.

This contract will be governed by Indian laws. 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 New Delhi only.

## **INTERPRETATION:**

As to the interpretation of the aforesaid terms and conditions, the decision of Away&Co shall be final and binding upon you. We reserve the right to change the Terms and Conditions at any time without any prior notice and without assigning any reasons thereof.

## **ACCEPTED, ON BEHALF OF ALL GUESTS OF THIS BOOKING:**

FULL NAME:

SIGNATURE:

DATE: