

Booking Conditions Summary

DEFINITION:

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

Your agreement is with Away&Co and a contract is formed when you make a reservation with us that we confirm.

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.

Away&Co is a trading name of "CT Signature Tours Private Limited" and is used interchangeably.

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 tour 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.
- 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 prior to departure no later than as detailed in the payment terms table.
- 4. Some special promotions or Third-Party Operators may have different payment deadlines and cancellation terms.
- 5. Deposit and final payment will be converted in the local currency. Conversion is based on prevailing exchange rate on payment date. Please check with your Travel Advisor at the time of payment.
- 6. 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.

DOCUMENTATION FOR BOOKING:

- Copy of valid passport (first two and last two pages)
- 2. Copy of PAN Card
- 3. Booking deposit
- 4. Any other specific document as requested by our travel advisor
- 5. Acceptance of booking terms & conditions
- 6. Liberalised Remittance Scheme (LRS) Declaration

PAYMENT TERMS: Period	Payment at the time of booking	Balance payment
90 Days Prior to departure	100% of the Airfare, visa, and Insurance + 25% of the Foreign Exchange amount.	30 days prior to departure
60 Days Prior to departure	100% of the Airfare, visa, and Insurance + 50% of the Foreign Exchange amount.	30 days prior to departure
45 Days Prior to departure	100% of the Airfare, visa, and Insurance + 75% of the Foreign Exchange amount.	30 days prior to departure
35 Days Prior to departure	100% of Airfare, visa, and Insurance +	

Note

The exchange rate will be applicable on the day you make the payment as per the remittance rate.

Full Foreign Exchange amount

BOOKING CHANGES:

Name Changes

Away&Co does not charge for name changes or name corrections, however, where third-party costs are incurred these will be passed on to the guest. 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.

Other Booking Changes

Away&Co does not charge for minor booking changes however where third-party costs are incurred these will be passed on to the guest. 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.

A change of tour date or itinerary after the final payment is due (see payment terms table) of departure date will be treated as a cancellation. Cancellation fees will apply except when the change is to an alternative departure and the tour price is equivalent or greater, in which case any amendment costs incurred including airline charges and fees will be charged.

CANCELLATION:

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

Cancellation fees will apply (see Cancellation Charges table).

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

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

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

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

Cancellation fees and charges 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 charges and once, we have actually recovered the amounts from the third parties.

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 to make the claim to your insurer.

CANCELLATION CHARGES:

When a cancellation is made	Air ticket, insurance, and visa	Land arrangements
59 days Prior to departure	Cancellation policy of the air ticket as per the fare rules Plus, applicable administrative charges 100% of insurance charges 100% of visa fees, consulate fees, and any supplementary Charges like courier fees, visa facilitation charges, SMS Charges, urgent fees charged by the consulate along with Away&Co's administrative charges	10%
44 days prior to departure	- do -	25%
29 days prior to departure	- do -	50%
14 days prior to departure	- do -	100%

Please note:

- 1. In the case of third-party products such as cruises, guided coach tours, trains, and services during the trade fair period, and festival period, the rules relating to payment terms, cancellation, and the cancellation schedule prescribed by the concerned third-party service provider would be applicable and in addition the Company shall have the right to claim service and communication charges of INR 5,000/- per person.
- 2. There will be a Service Tax of 5% presently applicable over and above all mentioned charges. Post deduction of cancellation charges along with service tax, your balance amount will be refunded.
- 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 Major. 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. This general rule applies to all kinds of non-utilisation or under-utilisation 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.

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 up or down. When booking a tour 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.

Any changes or cancellations after the deposit has been received 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 outbound 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, and no refund will apply.

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. Upgrades using mileage will have to be done directly with the airlines. 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; tour interruption, personal injury, medical expenses, evacuation, and repatriation cover including during pandemic events.

The availability of travel insurance and the extent of cover is constantly changing, please talk to our travel advisor for more details.

Away&Co cannot be held responsible for your failure to obtain insurance which is appropriate, and we recommend you purchase your insurance at or soon after booking your tour. 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.

VISA

All guests must be in possession of a machine-readable passport valid for a minimum of 6 months after their tour return date along with applicable visas.

It is the guest's sole responsibility to secure and/or pay for all visas, Electronic Travel Authorizations (ETAs), affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries, you may be subject to entry (reciprocity) 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 our travel advisor. Visa costs will include documentation fees, and administrative fees and may or may not include visa fees. 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 not 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.

DATA PROTECTION

To process your booking, Away&Co will need to use your personal information 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. 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. 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 personal 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 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.

GRIEVANCE:

If you have a problem during your holiday, please inform the travel advisor at Away&Co, and we will try 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. We may charge a fee for these services where you have caused the problem intentionally or by your own negligence. If the matter was not resolved locally, please write to us at the address below within thirty (30) days of the end of your holiday, as it is important that you provide us with the information quickly. Please quote your booking reference number and all relevant information. 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 tour, 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 in relation to 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 tour, the prevailing party might be able 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 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:	