

DEFINITION:

In this document, "you" or "your" refers to all guests in the booking party, while "we," "us," or "company" refers to Away&Co. Away&Co is the trading name of CT Signature Tours Private Limited and may be used interchangeably.

Your agreement is with CT Signature Tours Pvt. Ltd. (trading as Away&Co), and a contract is formed upon your reservation being accepted by us. Enrolling in and paying for a holiday implies your acceptance of the terms and conditions outlined in this document. These terms may only be altered in writing by an authorized "Guest experience specialist" of the company.

All bookings with Away&Co are governed by these terms and conditions.

FORCE MAJEURE

Force Majeure Event refers to any event or circumstance beyond the control of Away&Co, including but not limited to:

- (a) acts of God (such as earthquakes, floods, fires, explosions, landslides, lightning, natural disasters, storms, hurricanes, cyclones, typhoons, tsunamis, or extreme weather conditions);
- (b) industrial disputes, work bans, or other labour disputes or difficulties;
- (c) acts of terrorism, political unrest, war or threat of war, riots, or civil strife;
- (d) failure or delays to scheduled transportation, or closure of airports, ports, or other travel hubs;
- (e) pandemics, epidemics, or other health risks;
- (f) governmental or administrative actions, including border closures, travel warnings, or restrictions.

In the event of Force Majeure:

1. **Guest Responsibility:** Guests are responsible for any additional costs arising due to Force Majeure, including but not limited to alternative transportation, extended accommodation, or other incidental expenses.
2. **Refunds and Rescheduling:** Refunds or rescheduling will be subject to the specific terms of the service providers and are not guaranteed under Force Majeure circumstances.
3. **Travel Advisories:** Sudden travel advisories or restrictions that affect the itinerary will also be deemed a Force Majeure Event. Away&Co will make reasonable efforts to provide alternatives, but liability for changes or cancellations due to such advisories is excluded.

RESERVATIONS AND PAYMENTS:

Each individual 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.

- Trip confirmation occurs upon receipt of the deposit, as outlined in the Payment Terms table.
- Away&Co reserves the right to refuse bookings without explanation and will refund deposits unless caused by Force Majeure.
- Air-inclusive bookings require full payment at the time of booking (see Payment Terms table).
- Final payment is due prior to departure, as specified in the Payment Terms table.
- Failure to make payment as detailed may result in cancellation and applicable charges will be imposed, and Away&Co is not responsible for lost reservations.

DOCUMENTATION FOR BOOKING:

- Valid passport copy (first and last two pages) for each guest individually
- PAN Card copy of the individual/entity paying on behalf of traveling guests. If more than one person / entity is paying, details of each payee will be required.
- Booking deposit as outlined
- Any additional documents requested by Away&Co (For E.g.: Flight details if booked directly, visa copies, etc)
- Acceptance of all the booking terms & conditions.
- Signed copy of LRS declaration form.

DEPOSIT AND PAYMENT TERMS:

At the time of booking (if more than 180 days)	25% Deposit
180 days prior to travel	50% Payment
90 days prior to travel	75% Payment
60 days prior to travel	100% Payment

Important Notes:

- If the booking is made within any deposit period above, payment of that date span will be required.
- 10% of the total cost will be deducted as service fee, in case of cancellation 180 days and above prior to travel

- **Non-refundable Components:** Once the booking is confirmed, any internal flights (air component) issued will be non-refundable.
- **Currency:** All payments must be made in INR. The exchange rate will be based on the day of payment as per the bank's remittance rate.
- **Tax Collection at Source (TCS):** 20% TCS will be applicable on the package cost at the time of payment. This amount is over and above the stated package price and is mandatory for all foreign remittances under the Liberalized Remittance Scheme (LRS). The collected TCS can be claimed as a tax credit when filing your income tax returns, subject to applicable tax laws.
- **Foreign Transfer Confirmation:** By accepting the itinerary and related costs, the payer confirms they will not exceed the USD 250,000 limit 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 TERMS (per person):

Cancelled more than 180 days before departure	No cancellation
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Cancelled between 179 and 90 days before departure	25% cancellation fees
Cancelled between 89 and 60 days before departure	50% cancellation fees
Cancelled within 59 before departure	100% cancellation fees

***If you cancel your journey (the no. of days prior to travel)**

CANCELLATION TERMS:

1. Travel arrangements for any member of the party may be cancelled at any time by written notice from the person who made the booking.
2. Cancellation fees will apply as outlined in the **Cancellation Charges Table**.
3. Notice of cancellation must be submitted in writing directly to Away&Co.
4. If a cancellation by a party member result in an accommodation change (e.g., Double to Single or Triple to Double), the remaining party members will be responsible for the additional charges for the new room type.
5. If a guest fails to join the trip on the day of departure, **100% cancellation fees** will apply, unless the guest notifies us of the delay and joins the trip later at their own expense.
6. Cancellation fees as per the **Cancellation Charges Table** also apply to additional services, including accommodation, chargeable transfers before or after the trip, itinerary extensions, or cruises booked through Away&Co.
7. Cancellation fees and charges will include any non-recoverable payments made or contractually committed to third parties, such as airlines, hotels, and other service providers, to secure your travel arrangements. Refunds for such payments will be processed only after deducting applicable cancellation fees and charges and upon recovery of amounts from the third parties.
8. We reserve the right to change the cancellation terms in cases where special services are booked (e.g., charter flights, exclusive experiences, or custom arrangements) and for programs or experiences requiring bookings more than 180 days in advance. In such cases, specific cancellation terms will apply, and these will be communicated to you in writing prior to confirmation.

9. If your cancellation reason is covered by your travel insurance, you may be able to reclaim these charges from your insurer. It is your responsibility to submit the claim to your insurer.

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.

1. 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.

2. 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 own 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 cover is constantly changing, please talk to Away&Co for more details.

Away&Co cannot be held responsible for your failure to obtain insurance that is appropriate, 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 be in possession of 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 and all visas, or Electronic Travel Authorizations (ETAs), affidavits, immunizations, etc. that are required in order 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, 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 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 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

GRIEVANCE:

If you encounter any issues or have complaints during your trip, please notify the Away&Co team immediately or write to us at engage@awayandco.com. Our team will do everything possible to resolve the matter and ensure your experience is back on track. 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 own 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 it is important that you 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 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 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.