

APPROVED BY MINISTRY OF TOURISM
GOVERNMENT OF INDIA



MERRYGO TRAVELS Pvt. Ltd.

3, MUNICIPAL MARKET, PLAZA OUTER CIRCLE, CONNAUGHT PLACE, NEW DELHI – 110001 (INDIA)

PHONES:- (+91) 9899696918, 9312214798 **WHATSAPP:-** (+91) 9899696918

USA- (001) 718 360 2363, **UK-** (0044) 207 096 0602

Email:- info@indiatourplan.com **Web site:-** www.indiatourplan.com

Terms and Conditions

All correspondence(s) in respect of Tours / Travel Services and bookings should be addressed to M/s. Merrygo Travels Pvt. Ltd. These terms and conditions are valid and apply to any reservation/ purchases made through us (Or any of our website(s)) irrespective of that we send them personally to you through email or not.

Booking:

On confirmation of booking your contract is with M/s Merrygo Travels Pvt. Ltd. A contract exists between us when we confirm your tour/travel services and have received the advance/ full deposit amount from your end.

Deposit:

For the services contracted, a minimum, non-refundable, deposit of 50% of the total cost is to be paid by you to M/s Merrygo Travels Pvt. Ltd. The deposit is required to start the booking procedure. A 100% full payment is required if any flight/ train/ 5* hotel reservation/ peak season time etc. are involved. The prices are not valid unless full payments are made and all service providers are paid and booking done by us. We shall intimate once the complete booking process is done and then the prices are locked.

Balance Payment:

Balance payment, if any, has to be made at least 30 days prior to the date of start of services. Any booking made within 30 working days of the date of services would be considered to be a late booking and for same the full and final (100%) payment is required to be made at the time of booking itself.

All balance payments are subject to the change in the price because of fluctuations/ changes in the rate of exchange, Government policies, Taxes, gasoline prices or any governing factor etc.

Payments:

All payments are to be made in name of M/s Merrygo Travels Pvt. Ltd.

Modes of Payment:

Domestic payments can be made using any of the following methods:-
#By Cash / Cheque / Demand Draft (If Paid within India).
#By Electronic money transfer (RTGS & NEFT - If Paid by Indian Bank Account).
#By Visa, Master, Maestro Card in our office.
#By Debit Card verified by Visa in our office.

Overseas payments can be made using any of the following methods:-
#By Bank transfer (WIRE TRANSFER) to our Indian Bank (Bank Details) Pal
#By Pay Pal
In case of payment through bank transfer, the bank charges for transfer, would be borne by the sender, over and above the total amount.

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In case of payment through Pay Pal, the bank charges (4.72% extra) - would be levied over and above the total payable amount.

Note:

All payments should be free and clear of any withholding tax and deduction.

Bank charges, if any, for remittance (by remitting bank or by intermediary bank) would be strictly borne by payer.

Policy Regarding Cancellation / NO SHOW / EARLY DEPARTURE:

In case of cancellation of tour/travel services due to any avoidable/unavoidable reason/s we must be informed in writing. Cancellation charges would be effective from the date we acknowledge the receipt of the letter/ email, in writing and cancellation charges would be as follows:

60 days & prior to arrival - 50% of the tour/service cost.

Less than 60 days if any peak season/ flight/ train/ 5* hotel is involved - NO REFUND.

No Show - NO REFUND

The Tour is **NON Refundable or NON changeable** if mentioned in your tour plan file/ Itinerary file, sent to you and no dispute shall be entertained in such cases.

For unused hotel accommodation, chartered transportation and missed meals etc. we do not bear any responsibility to refund.

In case of special train journey (like Palace on Wheels, Royal Rajasthan on Wheels, Deccan Odyssey, Golden Chariot, Indian Maharaja & Maharajas Express) - a separate cancellation policy is applicable (which would be advised as and when required).

In case of Flights, the tickets are NON REFUNDABLE and the cancellation charges are in addition to the flight fares.

Refund:

In regards to refund, if any (as per the terms & conditions), the money would be accordingly refunded only to the person who has made the payment to us. Please note that the refund process might take 25-30 working days. If the refund is made to the credit card account OR to Bank account, the bank charges would be deducted from the refund amount.

Arrival and Departure Policy:

Check-In Timings: 1200 - 1500 Hours Early arrival is subject to availability and hotel's discretion. For guaranteed early check-in, reservation needs to be made starting from the previous night.

Check-Out Timings: 1000 - 1200 Hours Late check-outs are available on request and hotel's discretion and are subject to availability / Payment of extra nights.

Extra Usage of Vehicle:

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Please note that the cost of extra usage of vehicle (cars / coaches with the driver) is not included in the services and hence extra usage of Vehicle after transfer or after sightseeing is not allowed unless it is mentioned in the detailed itinerary / services. Extra usage, the charges will be paid by the user as agreed mutually (as per the company pricing policies) and is subject to availability.

Our liabilities & limitations:

Since all our itineraries/ contracts/ vouchers etc. are electronically sent (Through email), all our terms and conditions are valid and applicable without signatures. In case of any discrepancy or non-acceptance, please reply/ notify us in writing, within 24 Hours of receiving our correspondence or else the terms and conditions are deemed to be accepted and applicable.

Please note that after the finalization of the tour/service cost, if there are any hikes in entrance fees of monuments/museums, taxes, fuel cost or guide charges by the Govt. of India or state Governments, the same would be charged as extra.

Our rates are based on the prevailing rates as negotiated by us with the hotels, airlines etc. Hotels and Airlines retain the right to modify the rates without notice. In case of such change - the rates quoted by us before modification can be changed by us according to the modifications by hotels or airlines.

Merrygo Travels Pvt. Ltd. is liable to provide the services mentioned in the tour plan only. The inclusions are mentioned as per the agreement. Anything which is not mentioned above/ in inclusions is excluded and the company is not liable to provide you these services.

Merrygo Travels Pvt. Ltd. Will send you the electronic travel documents which are correct and as per the agreement between the company and the traveller (s). If this is not the case you must notify us in writing, within 24 hours or the receipt of the documents or else they are assumed to be correct. You also agree not to hold this agency and/or its agents responsible for third party negligence associated with this travel arrangements.

After making reservations/ bookings with Merrygo Travels Pvt. Ltd. you accept that you were very well self-informed about the natural and political situations of the places of visit and the travel company and/ or its agents are not responsible for any miss happening, natural calamities, war or extreme situations, injuries arising from accidents (car or any other), the rough weather, bad roads, horse/ camel, elephant riding, car accidents or breakdowns etc.

Merrygo Travels Pvt. Ltd. or its suppliers/ employees etc. are not responsible for the delays caused due to a car/ vehicle breakdown. The company or its suppliers/ employees etc. will do their best to get the car repaired in the earliest possible time frame and if it is in beyond repairable condition, an alternate arrangement will be done to transfer you to your nearest destination as per availability. But the delays or inconvenience caused cannot be claimed in any manner by the tourist/ service receiver.

Merrygo Travels Pvt. Ltd. and its associates acts only in the capacity of an agent for the hotels, airlines, transporters, railways & the contractors providing other services & all exchange orders, receipts, contracts & tickets issued by us - are issued subject to terms & conditions under which these services are provided by them. The tickets, coupons or passage contract in use by carrier / hotel or other contractors rendering services shall constitute the sole contract between the Clients and such contractor.

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All of our itineraries are sample itineraries, intended to give you a general idea of the likely trip schedule. Numerous factors such as weather, road conditions, the physical ability of the participants etc. may dictate itinerary changes either before the tour or while on the trail. Merrygo Travels Pvt. Ltd. reserves the right to amend any aspect of the itinerary including transportation and accommodation without notice in the interest of the trip, participants' safety, comfort and general wellbeing without making any rebate, allowance or refund and extra cost, if any, would be payable by the client.

Merrygo Travels Pvt. Ltd. or its suppliers/ employees etc. shall not be responsible for any delay or change in programme or expenses incurred or special / consequential loss, injury and damage - directly or indirectly - due to natural hazards, flight cancellations, accident, breakdown of machinery or equipment, breakdown of transport, weather, sickness, landslides, political closures, acts of God, perils incident to the sea, floods, fire, acts of Government or any other authorities, wars, civil disturbances, riots, theft, pilferage, epidemics, quarantines, medical or custom department regulations, defaults, or any other causes beyond our control or any untoward incidents or any such causes whatsoever including any liability or extra expenses sustained by the Clients. Further, the Clients shall be liable for the liability or extra expenses incurred by him / her as a result of the forgoing causes.

Merrygo Travels Pvt. Ltd. or its suppliers/ employees etc.. shall not be responsible and shall not accept any liability towards the Clients or his/her legal representative for any loss of property or damages resulting from death or injuries including loss of services which the Clients may sustain on account of act, negligence or default by any transportation Company, hotel agents or any other body of persons, its agents or service providers providing such services or facilities or arising out of or while engaged in any tour, means of transportation or other services, whether due to ownership, maintenance, use, operation or control of any automobile, bicycle, boat, motor, or other vehicle in common carrier or otherwise and whether due to its or there negligence or otherwise or regardless of how caused. Clients using sporting equipment, bicycles, sailing boats, scuba diving gear, hired or supplied by hotels or rental bodies shall do so at their own risk.

We do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons, calamities or miss happenings. Visitors are advised to seek such insurance arrangements by themselves. All baggage & personal property/s at all times are at the client's risk.

Merrygo Travels Pvt. Ltd. reserves the right to cancel any services in case it deems that the tour, trip or passage is impracticable for any reason or should circumstances warrant such action, upon refunding the value thereof and the Client shall not have any other or further claim against the company by any reason thereof.

The Sightseeing in the tour plan are subject to the governing factors like time availability, monuments opening and closing days and times etc.. No refunds for unused/ partially used services will be issued in what so ever circumstances they occur.

Merrygo Travels Pvt. Ltd. reserves the right to refuse to carry out its contract with any person whom it may consider to be undesirable in its absolute discretion and it shall not be required to show any reason for doing so.

All disputes arising in connection with this Agreement shall be referred to an Arbitrator to be appointed by Merrygo Travels Pvt. Ltd. All such disputes shall be subject to the jurisdiction of Delhi (India) Courts only. The laws of India shall govern the validity, interpretation, construction, performance and enforcement of these terms and conditions.