**Terms & Conditions**

**Extra / Hidden expenditure**

-Horse and horse man || -TIPS || Personal nature expenditure

-Any Yatris come back during yatra from Group permit so visa cancelation fee pay at immigration and transport

**Foods**

-Pure veg. and fully hygienic, Jar water

**Accommodation**

Kathmandu Twin sharing and Tibet multi sharing a room

**Booking and Payment Policy:**

Submit your Passport scan copy/ passport (6 Months validity) with INR. 20,000/- before 45 days on date of departure

Balance payment before 30 days on departure from India

**Refund policy**

One month before yatra start date Full refund

Within one 30 day RS. 5,000/- will deducted

Within 15 day INR. 25,000/- will deducted

Within 7 day INR. 75,000/- will deducted

No refund

**DEFINITIONS**
In the terms and conditions set out in this document, the following terms shall, unless contrary to the context, have the meaning specified.

* "You" means the person / s in whose name and / or whose behalf the Booking is made. Alternatively, the reference may be made in the third person as "Tour Participant"/ "They" / "Client" / "Them" / "His" / "Her".
* "We"/ "Us"/ "Company" means 'Comfort Cabs Pvt Ltd’
* "Infant" / "Child" mean respectively a person below the age of two years and a person more than the age of two and below the age of twelve years.
* "Contractor" / "Supplier" means supplier of any infrastructural facility and shall include hotel managements, airlines, caterers, restaurants, places of entertainment like theme parks, museums, art galleries etc shipping company, railway, ferry, cruise, coach who are to provide the services to the Client.
* "Tour Cost" means the tour cost mentioned in the Price Grid / brochures / online and other payments such as taxes, surcharges etc. payable by the Client to the Company
* "Brochure" means printed brochure, Website, itinerary, leaflets, booklet, Price Grid.
* "Website" means www.comfortmytravel.com
* "Web pages" means pages on the Website www.comfortmytravel.com
* "Cancellation Policy" means and includes all the Cancellation Charges levied by the company from time to time, third party Cancellation Charges etc. as more particularly described herein below or any other documents.
* "VISA" means a Certificate issued or a stamp marked (on the applicant's passport) by the immigration authorities of a country to indicate that the applicant's credentials have been verified and he or she has been granted permission to enter the country for a temporary stay within a specified period. (Note: The Company does not have any role to play for issuance/ rejection of Visa other than being a facilitator).
* "Permit" means an official document given by authorized department for entry into any place or destination. (Note: The Company does not have any role to play for issuance / denial of Permit other than being a facilitator).
* "Permit / Visa Cancellation Policy" means and includes all the cancellation charges levied by Consulate / statutory authorities and which interalia includes permit / visa fees and any supplementary charges such as permit / visa facilitation charges, courier fees, SMS charges, urgent fees charged by the Consulate / statutory authorities in addition to the administrative fees charged by the Company.
* "Jurisdiction" means the geographical area over which a court or government body has the power and right to exercise authority. Parties hereto agree to confer exclusive Jurisdiction to Lucknow Courts / Forums.
* "Terms and Conditions" means these terms and conditions and includes the How to Book Rules, Booking Form, Web Pages, Brochure, Price Grid, Itinerary, Promotion Booklet and other documents as may be notified from time to time"**BROCHURE / WEBSITE INFORMATION DISCLAIMERS**
We take reasonable care in preparing the brochure, price grid, web pages and other documents and in describing the services therein. However, we shall not be responsible for any typographical / printing errors. Furthermore, brochures may be printed several months in advance and the content may not always be fully updated.Distance between places and temperatures are approximate and can change depending on travel, road conditions and climatic changes.We hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and fitness for a particular purpose, title and non- infringement.

 **GENERAL NOTICE REGARDING BOOKING**
Please read carefully and understand the contents of the Tour Brochure / Itinerary, the 'Terms and Conditions', How to Book Rules, Price Grid and such other documents as may be applicable, as all these will form part of your contract with us once you effect the booking. To effect the booking, we may require you to sign the Booking Form and such other documents as we may deem fit including (without limitation) the 'Terms & Conditions', 'How to Book' Rules and 'Price Grid' ('collectively Booking Documents'). Upon executing the Booking Documents and on payment of the prescribed non-refundable interest-free booking amount, a binding contract shall come into existence.We advise you to ensure before making a booking that you have and / or you will be able to provide all the required documents to enable you to travel. Please go through our web site and / or check with our staff to ascertain the required documentation.**CONDITIONS OF OTHER THIRD PARTY**
OPERATORS
In the event you are booking through us a tour / travel service of any third party operators, the terms and conditions of such third party operators, including their payment schedule, cancellation, refund etc. shall be applicable to you in addition to these Terms and Conditions. **TRANSACTIONS WITH INDIVIDUALS**
(Address proof)
**DOCUMENTS**

* (i) Passport, (ii) PAN Card, (iii) Voter's Identity Card, (iv) Driving License, (v) Job Card issued by NREGA(vi) Aadhar Card
* In case of LOW risk customers, "simplified measures" can be applied which shall be deemed to be "officially valid documents":
* Identity card with applicant's photograph issued by central/state government departments, statutory / regulatory authorities, public sector undertakings, scheduled commercial banks and public financial institutions
* Letter issued by a gazette officer with a duly attested photograph of the person

Where "simplified measures" are applied for verifying for the limited purpose of proof of address, the following additional documents are deemed to be Officially Valid Documents (OVD):

vii) Utility bill which is not more than two months old of any service providers (electricity, telephone, post-paid mobile phone, piped gas, water bill)
viii) Property or municipal tax receipt
ix) Bank account or Post office savings bank account statement
x) Pension or family pension payment orders, only if they contain address
xi) Letter of allotment of accommodation

If the proof of address you are providing is in the name of some other member of your family with whom you are living and are closely related, then you would need to provide us such proof of address as mentioned above along with a declaration from the person named in such proof of address stating that you are a relative and are staying with him / her.

If the document of identity produced has an address which is the same as that declared by the prospective Client, the said document may be accepted as valid proof of both identity and address. If different or if a valid photo ID does not have address, then a separate address proof should be obtained

 **AMENDMENT OF BOOKING BY YOU**
If you wish to amend or change your booking, you have to communicate your request to us in writing and / or email. Such requests for change or amendment will be accepted subject to availability. Please note that:1) The amended or changed booking will be regarded as a new booking;
2) An amendment fee of INR 1,000/- + service tax as applicable is payable in case of every amendment or change;
3) In case the amendment is carried out within the cancellation period, then a Cancellation Charge shall apply as if a cancellation was made on the date the request for amendment or change is made. Please note the Cancellation Charges specified in the preceding section. Terms and Conditions shall also apply.**TRANSFER FROM ONE TOUR TO ANOTHER**
A request in writing for transfer from one tour to another 30 days prior to the departure will be treated as cancellation on that tour and a fresh booking on another. In these cases, a transfer fee of Rs.1,000/- per person + service tax as applicable will be applicable in addition to the costs for re-processing your documentation including permits / visa / cruise / airlines / bus bookings / insurance, etc. due to the transfer to another tour. In case you transfer within the cancellation period, then the Cancellation Policy will also apply. Terms & Conditions shall apply.**OUR SCOPE OF SERVICES**
We are travel and holiday organizers only. We inspect and select the services to be provided to you. However, we do not own, operate or control any airline, shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan or any other facility or provider that is engaged to provide you services during the course of your tour. Therefore, please carefully note that:1) You will need to adhere to the conditions, rules and regulations of each service provider. For instance, you will need to check the baggage rules of the airline to understand what kind of baggage and how much baggage you can carry. You will need to check the hotel rules to check the timings when meal is served, to ensure that you are available at that time. The Company is not responsible / liable for the consequences if you breach such rules and regulations;
2) If you cause any injury or damage affecting the service provider, then you may be responsible / liable to the service provider and if the service provider recovers any monies from us for such injury or damages, we shall separately charge you for the same;
3) We cannot be held responsible / liable for any delay, deficiency, injury, death, loss or damage etc. occasioned due to act or default of such service providers, their employees or agents.**MEALS**
Please refer to the itinerary in the Brochure / Website for details of the meals which would be served to you on the tour. Unlike an airline, we cannot process a special meal, nor can we guarantee a special diet, nor can we guarantee the seating arrangement in a particular section of the restaurant. We do not assure special meals, or special timings or extra halts for infants, children, or passengers with diabetes, cholesterol, high blood pressure or any other condition. We cannot guarantee quantity of the food as may be provided by the service provider. If you have any such special requirements arising from medical conditions, customs and practices or from the needs of your children or otherwise, it would be advisable to travel on a customized tour and coach tours are not recommended.We, however, reserve the right to change the meal arrangement, where circumstances compel us to do so. At some places a meal allowance may be paid at our discretion to you to enable you to have a meal of your own choice.**HOTELS**
The Company selects hotels for your stay at locations, which give comfort and value for money. For various reasons, such as reducing the overall travelling time on the coach for the following day, the hotels may be chosen away from the city Centre . Modern facilities such as attached toilets with showers / bathtubs are provided. We cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room / rooms on the same floor etc. and are subject to availability. If you seek a change in rooming while on a tour, the same will be subject to availability and you will need to pay any additional charges as may be applicable. The check in and check out times may vary from city to city. Usually, the check-in time is 12:00 noon and check- out by 11:00 a.m. You may have to wait for some time till the rooms are cleared. However, in case the room is required on immediate occupancy / late check out, kindly inform our sales executive to assist on the same at an additional cost.During trade fairs, sometimes last minute hotel tariffs may vary from their normal / displayed rates for which we shall not be responsible / liable for any variation in the rate displayed by the hotel.We shall not be held liable / responsible in case the hotel provided is not the same as mentioned on the Website at the time of booking. We reserve the right to change the hotel any time due to any reasons. No refunds or compensation will be provided in case we are not able to provide confirmation of the hotel mentioned on the Website.Any damage caused to the hotel property by you will have to be paid directly and we would not be liable / responsible for the same. **HOTEL STANDARDS**
Hotels in India continually try to upgrade their services .We will Endeavour to obtain rooms as far away from renovation activities as possible but specific rooms can rarely be Pre-booked. Hotels may be booked far off from central place and basic amenities will depend on the destination and local infrastructure available.Economy hotels are budget hotels and they may not have any star category classification obtained from the relevant authorities of Government of India. Even 2 star properties approved by the India Tourism, Government of India, can be considered as economy hotels.If you would like to stay in any of hotels other than those featured in the tour itinerary, or you would like to upgrade the standard of your room, this can be arranged and you will be informed of the difference in price and this would be subject to availability.Hotels can be booked on the following occupancy basis:**Single Accommodation**
In case you book on a single occupancy basis, you will have to pay a single room supplement unless another tour participant is willing to share your room. You shall also be responsible / liable to pay the single room supplement if earlier having booked on a shared room basis, you later have to take the room on single occupancy basis since your intended room partner has either dropped out of the tour for any reason or since you and / or your room partner are no longer willing to share a room.Note that the single room supplement will be charged in all cases where a booking on a shared room basis has to be changed to single room basis including the following:

* Intended room partner was arranged by you.
* Intended room partner was arranged by us for you.
* No room partner was found available for you.

**Double / Twin Accommodation**
A double room has either a single queen-size bed or two separate beds. If the Client requests for a room with queen-size bed or twin bed, the same would be provided subject to availability as most of the hotel rooms are twin- bedded. In case of non-availability of a room with a queen- sized bed, a twin bedded room would be given. In case of non-availability of either of them, the booking will be made based on the availability of the hotel.

**Triple Accommodation**
We recommend a maximum of only (3) three persons in one room. Triple rooms are usually no larger than twin rooms and the third bed is often a Rollaway bed or cot placed in a twin room. Some hotels do not allow a third occupant. This however is subject to the concerned hotel policy.

 **Children Accommodation**
A child travelling for whom 'without a bed' charge has been paid would not be entitled to a separate bed in the hotel. In case 'with bed' charge has been paid for the child and you decide not to avail such facility whilst on the tour, you would not be entitled to any refund. In case you decide to seek an extra bed for the child booked on 'without bed' basis on the tour, this will be provided subject to availability and you shall be bound to pay any additional amount charged by the concerned hotel Directly. **PRE / POST TOUR / ADD ON EXTENSION PACKAGES**
Pre / post tour accommodation / add on packages or extensions etc. are available to you at special rates. You must ensure that you request your Travel Agent or our sales officer for the same at the time of booking your tour.**COACH AND SEATING**
We generally engage air-conditioned / non-air-conditioned luxury coaches / cars, but we are not responsible / liable if the air-conditioning equipment malfunctions for any reason. Normally, the air conditioning will not function during hill drives for coaches and cars.On group tours, you are not allotted seat numbers as a seat rotation system is followed. You must follow the instructions of the Team Leader in this regard.The coach / car drivers are bound by restrictions concerning maximum driving hours per day and per week and the itineraries are planned having regard to the same. It is therefore essential that the itineraries, schedules and timings are strictly adhered to by you so as to ensure that all the services can be duly provided. If you or any of your co-passengers miss any service due to unpunctuality, we shall not be responsible / liable to refund any amount.
Please note that smoking, consumption of alcoholic beverages and snacks is strictly prohibited on coaches/ cars. Please keep the coaches / cars clean to avoid discomfort to yourself and other Co- Travellers.Please take care of your belongings, the company shall not be held responsible in case of theft or lo of property under any circumstances.
**BAGGAGE ON COACH**
It is often difficult to get porters to assist as hotels may or may not provide this service and it is therefore advisable to use bags with wheels. Coaches / cars have limited space for luggage and hence we permit only one suitcase and one handbag per person in the coach for group tours.
**BAGGAGE ON AIRLINE**
If you carry more than the permitted luggage weight then, in such case you may have to pay extra charges for luggage to the airline directly and the Company shall not be responsible / liable in this regard. Also, we are not responsible / liable for any loss or damage to baggage while it is in the custody of the airline.We are not responsible / liable, in any manner, if you are unable to carry any baggage or if you have to pay any extra- charges due to restrictions imposed by the airline. You shall be responsible / liable to pay all such charges directly to the airline.**AIRLINES**
We shall in no circumstances whatsoever be responsible / liable to you or any person travelling with you, for loss of baggage by the airline, failure to provide meal of your choice by the airline, denied boarding or down-gradation due to overbooking or any other reason, failure on the part of the airline to accommodate you despite having confirmed tickets, quality or quantity of meals offered by the airlines, flight delay or rescheduling, flight cancellation, changes of flight schedule or routing, change of airline mentioned at the time of booking. In these circumstances, we will not be responsible / liable for the injury, loss or inconvenience suffered by you but you will be free to pursue your remedies against the concerned airline.If you are travelling to a SAARC country, it is absolutely necessary to have your return air seats to India confirmed prior to your departure from India. **AIRLINE, AIRPORT OR WEATHER DELAYS**
The Company is not liable / responsible for any additional expenses or loss that may arise from government regulation or order affecting the aircraft, strikes and labour disputes causing cessation, slowdown or interruption of work, meteorological conditions, security risks, or any other causes that are beyond the Company's control but which may affect concerned airline's ability to operate flights on schedule. The Company will not reimburse any additional expenses incurred by you as a result of such events or delays. The Company will not refund any unused portion of air tickets purchased or unused services in the event of such delays or due to any reasons beyond its direct control.**AIRLINE DATE CHANGE BEFORE DEPARTURE**
If are you travelling on an air ticket for a group tour issued by Comfort Cabs Pvt Ltd and wish to travel in advance or return at a later date after the tour ends, then you must pay the applicable difference between the group airfare within the package holiday tour cost and the individual market airfare for the changed sector. The same will be quoted by us to you on your request. Over and above this you will also be required to pay an 'Airline Seat Rebooking and Reservation Fee' of INR 3000/- or as applicable per person per sector, per change depending on the airline (subject to availability of seats and ticket validity). Please note that you will you will have to make your own way to meet up with the group on arrival and/ or to your next destination when your tour ends. We shall not be responsible / liable to refund any amount to you in this regard. Terms & Conditions shall apply.**AIRLINE CONFIRMATION AND RECONFIRMATION**
Though you may receive a confirmed air ticket for a particular sector, airlines often overbook seats, due to which the airline may offload even confirmed passengers and may accommodate them on a subsequent flight. We will not be responsible / liable for any such offloading nor for any consequence of such offloading including delay, inconvenience or loss of tour services. As you are booked on a group fare ticket, please note that seat allotment will be made only when you physically report at the airport check in counter. You are advised to report at the airport check in counter at least 3 to 4 hours for international flight and 2 to 3 for domestic flight prior to the departure time. Seat allocation is a matter of airlines discretion and availability of seats is not in the control of the Company. Please note that in case you are returning on a later date after the tour ends, the responsibility / liability to re- confirm air tickets 72 hours prior to the departure would be solely yours.
**YOU ARE RESPONSIBLE FOR YOUR DOCUMENTS AND POSSESSIONS**
You will have to take the risk and responsibility / liability of all your baggage, belongings, currency, valuables, documents and personal effects (collectively 'baggage') at all times during the tour, whether during travel on the airline or during your stay in hotel or during your travel in coaches, while on excursions or otherwise.If you forget to carry or if you lose essential travel documents such as permits, passport, ID, visa, tickets etc., you may be compelled to curtail the tour and you may have to incur extra expenses, for which you alone shall be responsible / liable.In view of what is stated above, please carefully note that:1) We shall not be responsible or liable for any loss or damage in respect of your baggage etc. or their contents whether due to theft, accident, negligence or otherwise;
2) We shall not be responsible / liable for any cancellation or curtailment of your tour compelled by any such loss of baggage etc. and we shall pay no compensation or refund to you;It is advisable that you do not carry valuables on the tour. However, if you carry any valuables, we recommend that you use all available facilities to keep them secure during your tour. In this regard, some hotels provide Safe Deposit Lockers (which may be charged separately). In case of airlines, we recommend that you declare your valuables to the airline at the time of check-in and pay an additional charge, as may be stipulated by the airline, to make the airline responsible for valuables. Without such declaration, airlines can invoke limitation of liability protections provided under international conventions and laws.If your baggage is lost or misplaced at any time during the course of your tour, it is your responsibility / liability to take all appropriate actions to file complaints with the concerned authorities, including police, airline office etc. In the case of group travel, the tour manager is responsible for the whole group of tour participants, he may not be in a position to escort you to lodge a complaint with the authorities, as it could compromise the convenience and time of the group.Furthermore, tour managers / assistants / escorts are assisting the tourists throughout the tour and are not responsible for tourists' baggage or any kind of personal belongings. On the entire tour, the tourists have to be responsible / liable and carry the baggage on their own. Instructions as well as information of the tour are to be followed in the group tours and the tour manager/ Company is not responsible / liable for any instructions overruled by the tourists and / or its consequences. **TRAVEL DOCUMENTS, VISA AND CLEARANCES**
It shall be solely your responsibility / liability to hold valid and genuine travel documents and statutory clearances, to enable you to travel on the tour such as passports / ID / permits / visa / cruise / train / bus / confirmed tickets / insurance or any other statutory certificates including immigration clearances, etc. In any case, your Passport must be valid for at least six months or as applicable subsequent to the scheduled date of return of the Holiday. It is the responsibility / liability of the Clients to furnish all documents required by the Company for application of visa etc. In the event the application for the visa made by any Client or the Company on behalf of the Client is rejected by the concerned Embassy or Authorities due to inadequate documents furnished by the applicant or due to any other reason whatsoever, the Company shall not be responsible / liable for the same. The visa fee includes the actual visa charge, cost of processing fees, professional charges, and overheads. All costs, charges in respect of the said application for the visa shall be borne by the Client and the non-refundable amount paid by the Client shall be forfeited and no claim whatsoever shall be made for the same. Granting or rejecting visa and immigration clearance is the sole prerogative of the concerned sovereign governments and the Company is only a facilitator, the Company shall neither be responsible in case of non- granting of such documents nor liable for any delay, denial or other related act / omission or for any loss, expense, damage or cost resulting there from.In case of cancellation of the tour by the Client due to non-availability of travel documents, the situation would not change only by virtue of the Client having applied for such documents through the Company. Even if the visa is rejected, the stipulated fees of the Company shall be payable by the Client. There will be no refund, if the Client, or any member of his party, is unable to travel due to the said reasons. In such cases, Cancellation Charges as applicable by the Company will apply and the decision of the Company will be final and binding upon you. Under the circumstances, you agree not to proceed legally against us unless there is a manifest error from our end. In the event that a Client is unable to travel on the Holiday date originally booked by him / her, due to rejection of visa by the concerned Embassy, the said Client shall have the option to postpone his / her -tour to any other future date or choose any other holiday destination subject to Cancellation Charges of the previous tour. However, if the Client books and pays within the cancellation period and is unable to travel due to any reason whatsoever including non-availability of visa or any travel documents, the Cancellation Policy will apply.The Company would not be responsible / liable in any manner whatsoever for any clerical error made by the concerned Embassy / Consulate regarding name, attachment of wrong photograph, duration and type of visa (single / multiple entry) or passport number.We always use services of reputed courier companies for the purpose of transmission of passports to the Embassies / Consulates and to our Clients in various cities. We would not be responsible for any loss or damage whether direct, incidental or consequential caused due to transmission delays or loss of passport. The documents forwarded by you for visa purpose are sent by us to the concerned Embassy / Consulate by third parties and hence we would not be responsible / liable for loss of your documents. We would however, make best attempts to trace your documents or assist you in obtaining alternative / certified copies of the lost documents. **LIABILITIES**
Please go through the Terms and Conditions carefully to understand your rights, responsibilities, risks and the extent of our liabilities.As earlier stated, being tour organizers, we will not be responsible / liable to you for any loss, injury or damage in respect of life, limb or property, sickness, delay, discomfort, anxiety, service denial, service deficiency, additional expenses incurred by you or for any direct, indirect, consequential loss and / or damage of any kind suffered by you howsoever caused arising out of any act, omission, default of any contractor / supplier or of any servant or agent employed by the contractor / supplier or of any third person who may be engaged or concerned in the provision of accommodation, meals, transportation, entertainment, refreshment or any other service etc. comprising the tour package. In view of this, please note that we shall have no liability in the following circumstances (amongst others):

* Failure on the part of airline / bus/ cruise/ train to accommodate passengers (despite having confirmed tickets) or cancellation, change of route, delay of flights / bus/ cruise/ train.
* Overbooking of seats / rooms by the airline / hotel.
* Loss of / delay of baggage by airline / coach / cruise/ train / hotel.
* Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and / or damage or any kind of theft howsoever / wherever / whenever caused;
* Rudeness or unprofessional behaviour of staff of airline/ bus / cruise / train / hotel etc., quality of meals, facilities given etc.
* Any kind of service denial or deficiency by any contractor / supplier.

Further, please note that in any case, our liability arising from this contract shall not exceed the total amount paid for the tour holiday. Further, under no circumstances shall we have any liability in respect of any indirect, special or consequential losses / damages whatsoever.

As earlier stated, any loss or damage to your baggage will be borne entirely by you and we shall not be responsible / liable for the same in any manner. You may recover such damages by purchasing an appropriate insurance policy. We shall not be responsible and / or liable for any damages caused to you due to reasons beyond the control of the Company (Force Majeure / Vis Majeure). Any overstay expenses due to delay or changes in bus / flights / ships / trains or cancellation of special bogie or other services due to sickness, weather conditions, war, threat of war, strikes, rebellions, disturbances, unrest, curfew etc. or any other cause whatsoever, shall be borne entirely by you and we shall not be responsible / liable for the same.

We are not responsible / liable for any acts, omissions or defaults of other tour participants which may result in injury, damage to your life / limb or property or interfere with enjoying any services to be provided on the tour.

The immunities provided under this contract to the Company shall be available to the Company's managers, including tour managers, employees, servants and agents but not to the contractors / suppliers selected by the Company.

Please note that we will be entitled to retain custody of your documents or properties entrusted to us till we receive payment of all amounts that are due to us in relation to your booking / travel.

**YOU WILL NEED TO COMPLY WITH TOUR CONDITIONS**
You will have to strictly follow the tour program and comply with the terms and conditions of the various contractors / service providers such as hotels, airlines etc.

You are responsible to register with the representative of the Company at the appointed date, place and time for departure and you would be treated as a no-show if you fail to do so and the consequences shall be yours entirely. You are required to be punctual and adhere to the time- lines of the tour and of the contractors/ service providers. If you are not punctual, you could miss your flight, your coach, your meals etc. We will not be responsible / liable in any way in such situations.

You shall not behave in a manner which may cause distress or annoyance to other tour participants or to any other person or which may create the risk of danger or damage to property belonging to us or other tour participants, service providers or any other persons. If you misbehave or disturb the decorum of the tour, we may have to terminate your tour. In such an event, no refund or compensation will be paid to you and you will have to bear and pay the expenses for your return travel at your risk and consequences.

You shall not carry any item or object, the possession of which is forbidden by any laws, rules or regulations. Nor shall you violate any other laws, rules or regulations. Should any tour participant misbehave or violate any laws, rules or regulations, we shall have the right to discontinue his / her participation and exclude him / her from the tour at his / her risk, cost and expense. Should we suffer any damage or liability on account of a tour participant's misbehaviour, we shall be free to separately charge and recover our losses and expenses from him / her.

For any visit which has religious significance (example: cathedrals / temples / mosques etc.) you will need to follow the rules and regulations set by them. Examples could be:
(i) Clothes not meeting with the required standards.
(ii) You must respect the place of worship.
(iii) Photography which may be forbidden.
(iv) Prohibition on eating or consumption of beverages.
(v) Maintaining silence during religious ceremony etc.

**PRICES, SURCHARGES AND TAXES**
The Company reserves the right to impose surcharges on any tour(s), but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action etc., which impacts the price of the applicable tour(s).

Tours are priced and advertised exclusive of applicable taxes and such taxes will be advised to you at the time of booking and itemized on subsequent invoicing.

**VALIDITY**
The prices of tour / s advertised in the brochures and on the Company's Website are based on costs in effect at the time of printing the brochure or hosting on the Website. The Company reserves the right to alter prices of any tour at any time prior and / or post receipt of payment in full for such tour. All dates, itineraries and prices are indicative only and the price quoted at the time of booking shall be the applicable price, subject to the surcharges that may be levied. Rate of exchange will be as per the day of payment.

 **NO REFUND FOR UNUTILIZED SERVICES**
It is clearly understood that there shall be no refund or compensation whatsoever for Unutilized services. This general rule applies to all kinds of non-utilization or under- utilization 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.As a consequence of the above rule, please note that no refund will be admissible in the following circumstances (Amongst others).

* There would be no refund if you fail to join the group at the commencement of the tour or join the group later or leave the group before culmination of the tour for any reasons whatsoever.
* There will be no refund if you fail to or are unable to utilize any of the services on the tour like airline / bus / train / cruise travel, hotels, sightseeing, rides, meals, entrance fees, optional tours etc due to any reason whatsoever such as late reporting, ill-health etc.
* There would be no refund if you terminate your participation in the tour due to your own fault, negligence or breach of these terms.

**EMPLOYEES / AGENTS NOT AUTHORIZED TO CHANGE TERMS**
No person including any of our employees, Agents or Franchisees has the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in this document. Assurance if any, given by any of our employees, Agents, Franchisees or any other person, whether given verbally / in writing / by email / by SMS or otherwise, which is contrary to the Terms and Conditions shall not bind us, in any manner.

**PLEASE CAREFULLY CHECK WHAT THE TOUR COST INCLUDES AND EXCLUDES**
Please refer to the relevant section of the Price Grid for the tour cost. All services to be provided to you will be as per those specified / confirmed and paid for as per the Invoices. If you avail any service such as Porterage, room service, laundry, excess baggage charge, a la Carte meals, alcoholic beverages, soft drinks, paid toilets or anything that is not specifically shown as included in the Tour Cost, then the payment for the same will have to be cleared by you.

**TIPPING**
Giving tips is customary (unless otherwise stated in the brochure) in all parts of the world for services rendered (e.g. porters, coach drivers, tour leaders, guides etc).

**CURRENCY AND TRAVELLERS CHEQUES**
We recommend that you hold your Foreign Exchange partly in Cash and partly in Travelers Cheque. You can also opt to take a Foreign Currency Debit Card which is another safe mode of carrying exchange. Travelers Cheque can be Encashed overseas for foreign exchange, for a nominal fee.

**MINIMUM PARTICIPATION**
Tours specified in the Group Tours Brochure are operated subject to a minimum participation of paying adult participants. If the participation is less than the minimum prescribed, we reserve the right to amend, amalgamate, alter, vary, or cancel a tour without incurring any liability to pay any compensation. If we decide to operate the tour with participation below the minimum stipulated or if you are required to travel as individual Travellers (not as a group) we reserve the right to collect an additional Pro-Rata amount. In such cases you may not be provided certain services, which would have been provided in the group tour including the service of a tour manager and you may need to travel on an amended itinerary and services, such as transportation on a 'seat in coach' basis, where the coach departures are at fixed times and routes etc. Minimum Operating Strength (MOS) would be case to case and as per seasonality of the tour.

**FORCE MAJEURE**
The Company shall not be liable / responsible in any way to you for death, bodily injury, illness, damage, deficiency, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for our failure to commence, perform and / or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by act of god, war or threat of war, declared war, war riots, mechanical breakdowns, acts of the public enemy, actual or threatened terrorist activity, acts of terrorism, terrorism, hostilities civil disturbances, insurrections, industrial dispute, strikes, financial/economic slowdown and / or meltdown, accidents, explosions, implosions, fires, earthquakes, volcanic ashes, floods, transportation embargoes, epidemics, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, extreme weather or any other cause whatsoever beyond the reasonable control of the Company; or an event in which the supplier of services, even with all due care, could not foresee.

**PRIVACY OF INFORMATION**

It would be necessary for us to share the personal information provided by you. with cruise companies, airlines, hotels and other service providers who would be providing you service during the tour. We would also be constrained to disclose such information if we receive an order of the court, a requisition from any government or statutory authority, subpoena, or where under any laws, rules or regulations, such disclosure becomes necessary.

You agree to let us photograph and / or Videography the tour and specifically you agree to let us photograph and / or videos you in the course of the tour. You agree to let us publish such photographs / videos through all media including print media, websites, letters, emails etc. You also agree to let us track usage statistics. You agree and accept that all such photographs and / or videos and statistics are our absolute property and we have the unrestricted right to use them for any legitimate purposes including advertisement and commercial purposes. Further, you agree that if you share with us any photographs and / or videos taken by you during the tour, we would be free to publish such photographs and / or videos through all media including print media, Websites, letters, emails etc.

We recommend that you register online so that we can send you updates and information on travel destinations.

**COMMUNICATION**
Communications transmitted to your mailing address / email address on record shall be deemed to have been communicated to you even if returned Undeliverable for any reason. All communication from you to the Company has to be in writing, not orally.

Where you book directly with us, we will address communications to you at your mailing address and / or e-mail address given in the Booking Form. Where you have booked through a Travel Agent, we will address communications to your Travel Agent, who made the booking on your behalf and the agent would be responsible for transmitting such communication to you. All monies paid to the Travel Agent shall not constitute payment to us unless deposited by your Agent with the Company. We shall not be liable / responsible for any miscommunication, non-communication or delayed communication.

**ON TOUR ASSISTANCE**
Please promptly inform your tour manager of any grievances that you may have and immediately follow this up by writing to us. This will enable us to promptly rectify all genuine grievances in real time.
If you fail to do this, you will be deemed to have acknowledged and accepted the services of the Company in full satisfaction and you shall be deemed to have no grievance or complaint in that regard.
You should communicate the grievance to the Contractor on the emergency telephone number and adopt any of the following procedures provided that such communication should be made on a working day within working Hours:OR2. By email to info@comfortmytravel.com followed by a written communication to our Registered Office listed below with a copy marked to the independent contractor, OR
3. In writing with a copy marked to the independent contractor, at the Registered Office of the Company:
D-158, Rajajipuram,
Lucknow – 226017,
Uttar Pradesh
Any complaint made by you must be notified to the Company in writing within 28 days of the end of the tour. No claim notified to the Company outside this period will be entertained and the Company shall incur no liability whatsoever in respect thereof.**AMENDMENTS AND SEVERABILITY**
The latest Terms, as amended, may be accessed any time on the Company's Website at http:// www.comfortmytravel.com or will be sent to you upon your written request to the Company.If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.**SAVE NOW TRAVEL LATER (SNTL) SCHEME**
We may assist you in obtaining bank finance to enable you to pay in easy instalments. However, please note that the loan relationship is entirely between you and the bank and you will submit the finance application to the bank entirely at your own risk. If you fail to provide the required documentation to the bank so that loan cannot be availed of in time or if the bank in its sole discretion rejects your loan application, you shall be liable to pay the entire price to us upfront, failing which your booking shall stand cancelled and cancellation charges shall apply.We may assist you in the "SNTL" scheme which is governed by Special Terms. Please contact our executive to obtain these Special Terms.**LAW AND JURISDICTION**
In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the applicable rules. The Mediator shall be appointed by the Company.If the dispute is not settled by mediation within thirty (30) days of the appointment of the mediator, or such further period as the parties shall agree in writing, then the dispute shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a sole Arbitrator to be appointed by the Company. The arbitration proceedings will be in Lucknow. The Arbitrator's decision shall be final and binding on both parties. In case of any dispute concerning the award the courts in Lucknow alone shall have exclusive jurisdiction. 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 Lucknow only.As to the interpretation of the aforesaid terms and conditions, the decision of ‘Comfort Cabs Pvt Ltd’ shall be final and binding upon you. The Company reserves its right to change the Terms & Conditions without assigning any reasons, any time without any prior notice.**YOUR SUGGESTIONS:**
If you have any tips, which you might want to share with us, do write in to us at our Registered Office as listed above or email us at info@Comfortmytravel.com or call us at +91-8400000090.On behalf of the persons booked, I / We have read, understood and accepted the Terms and Conditions, how to Book Rules, Brochure, Price Grid, Itinerary, Promotions / Promotion Booklet (if applicable), Cancellation Policy and Web pages, a copy of each of which has been furnished to me / us. I / We being duly authorized by the said persons do hereby agree and accept the same for self and on behalf of the said persons assuming full responsibility.Name

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