

: JENSON WORLDWIDE TOURS :

BOOKING FORM

NAME:

AGE: OCCUPATION:

CURRENT ADDRESS:

DISTRICT:

STATE:

PERMANENT ADDRESS:

DISTRICT:

STATE:

NATIONALITY:

RESIDENTIAL STATUS:

(for persons residing outside of India)

PAN CARD NO.:

ADHAAR CARD NO.:

PASSPORT NO:

HEALTH CONDITIONS (if any):

TOUR DESTINATION:

DATE OF DEPARTURE:

Dear Traveller,

We are delighted to have you today. Thank you for choosing 'Jenson Worldwide Tours'. Though we take utmost care to all efforts to ensure that each of our travellers have a wonderful holiday experience, we have come up with the following terms and conditions for providing clarity to each of you regarding our policies and the manner in which we at Jenson Worldwide Tours conduct ourselves. To avoid hassle and misunderstanding, we request you to thoroughly read and understand our 'Terms and Conditions' along with Privacy Policy as you look forward to booking a tour with us or avail any of our services whatsoever or indulge in any transaction whatsoever with us at Jenson Worldwide Tours. Once you have made booking with us at Jenson Worldwide Tours, it would imply that you have thoroughly understood, consented and shall be bound by the 'Terms and Conditions' laid down by Jenson Worldwide Tours. In case you disagree or object with any of the 'Terms and Conditions', we request you to refrain from proceeding with the booking.

TERMS AND CONDITIONS

1. DEFINITIONS

Unless the context otherwise requires, the following expressions shall have the meanings assigned to them herein:

1.1 "Jenson Worldwide Tours", "Company", "We", "Us" or "Our" shall mean Jenson Worldwide Tours, its proprietors, partners, directors, employees, tour managers, representatives, agents, successors and permitted assigns.

1.2 "Traveller", "Guest", "Customer" or "You" shall mean every individual whose booking has been accepted by the Company, whether booking individually or as part of a group, including any person on whose behalf the booking is made.

1.3 "Tour" shall include every domestic tour, international tour, pilgrimage, customised holiday, fixed departure group, leisure holiday, corporate tour, educational tour, incentive tour, cruise holiday and every other travel-related service arranged, organised or facilitated by the Company.

1.4 "Tour Price" means the total amount payable by the Traveller towards the Tour, exclusive of any charges specifically stated to be excluded.

1.5 "Force Majeure Event" means any event beyond the reasonable control of the Company, including but not limited to acts of God, floods, earthquakes, cyclones, fires, epidemics, pandemics, war, terrorism, riots, civil disturbances, political unrest, government restrictions, sanctions, airport closures, airline operational issues, strikes, lockouts, shortage of fuel, adverse weather conditions or any other unforeseen event affecting travel.

1.6 "Third-Party Service Provider" shall include airlines, cruise operators, hotels, transport operators, railways, restaurants, sightseeing operators, visa agencies, insurance companies and every independent supplier engaged in providing services forming part of the Tour.

APPLICABILITY

2.1 These Terms and Conditions shall govern every booking made with Jenson Worldwide Tours and shall apply to all domestic tours, international tours, customised holidays, group departures, pilgrimage tours, corporate travel, hotel reservations, visa assistance and every other service arranged or facilitated by the Company.

2.2 These Terms shall become binding immediately upon acceptance of the booking by the Company and receipt of any booking amount, advance, deposit or consideration from the Traveller.

2.3 The Traveller acknowledges having read, understood and accepted these Terms and Conditions before making any booking.

2.4 These Terms and Conditions, together with the Booking Form, itinerary, invoices, payment schedule, travel vouchers and written communications issued by the Company from time to time, shall collectively constitute the entire agreement between the Company and the Traveller.

2.5 In the event of any inconsistency between promotional material and these Terms and Conditions, these Terms and Conditions shall prevail.

3. RIGHT TO AMEND TERMS

3.1 The Company reserves the right to amend, modify, supplement or update these Terms and Conditions at any time whenever reasonably necessary owing to changes in law, government regulations, operational requirements or business practices.

3.2 Any such amendment shall apply to future bookings and, where legally permissible, to existing bookings where the amendment becomes necessary due to circumstances beyond the Company's control.

4. SEVERABILITY

If any provision contained herein is declared invalid or unenforceable by any Court or competent authority, the remaining provisions shall continue to remain valid and enforceable to the fullest extent permitted by law.

BOOKING CONDITIONS

5. ELIGIBILITY

5.1 Every Traveller booking independently must have attained the age of eighteen (18) years.

5.2 Bookings made on behalf of minors shall be accepted only through their parent or lawful guardian, who shall remain responsible for compliance with these Terms and Conditions.

5.3 The Company reserves the right to seek proof of age and identity wherever considered necessary.

6. BOOKING

6.1 A booking shall be deemed confirmed only after:

- (a) submission of the duly completed Booking Form;
- (b) payment of the prescribed booking amount; and
- (c) written confirmation issued by the Company.

6.2 Submission of an enquiry, itinerary request or quotation shall not constitute confirmation of any booking.

6.3 The Company reserves the absolute right to accept or decline any booking or to cancel any booking before departure without assigning any reason. In such event, the liability of the Company shall be limited to refund of the amount received by it after deducting non-recoverable expenses already incurred, if any.

7. INFORMATION PROVIDED BY THE TRAVELLER

7.1 The Traveller warrants that every detail furnished in the Booking Form is true, complete and accurate.

7.2 The Traveller shall immediately notify the Company regarding any change in passport details, contact information, travel documents or other relevant particulars.

7.3 The Company shall not be responsible for any loss, cancellation, additional expense or inconvenience arising out of incorrect, incomplete or misleading information supplied by the Traveller.

7.4 Any amendment necessitated due to incorrect information furnished by the Traveller shall be subject to applicable administrative charges together with the charges imposed by the concerned Third-Party Service Provider.

8. QUOTATIONS

8.1 Every quotation issued by the Company shall be indicative and subject to availability at the time of confirmation.

8.2 Until full or prescribed payment is received and the booking is confirmed, no quotation shall create any contractual obligation upon the Company.

8.3 The Company reserves the right to revise quotations due to changes in airfare, hotel tariffs, exchange rates, government levies, taxes, fuel surcharges or any other cost beyond its control.

9. TAILOR-MADE TOURS

9.1 Upon receipt of the Traveller's request for a customised itinerary, the Company shall prepare a personalised travel proposal based upon the Traveller's requirements.

9.2 A non-refundable itinerary planning fee shall be payable as follows:

(a) Domestic Tours – ₹10,000/-.

(b) International Tours – ₹25,000/-.

9.3 The planning fee shall be adjusted against the Tour Price provided the Traveller confirms the booking within forty-five (45) working days from issuance of the itinerary.

9.4 If the booking is not confirmed within the stipulated period, the planning fee shall stand forfeited without any further claim.

TOUR PRICE & PAYMENT

10. TOUR PRICE

10.1 The Tour Price includes only those services specifically mentioned in the itinerary.

10.2 Any service not specifically included shall be treated as excluded.

10.3 Unless otherwise specified, the Tour Price excludes visa fees, travel insurance, personal expenses, portorage, laundry, telephone charges, meals not specified, optional excursions, tips, airport taxes introduced after booking and every other expense of a personal nature.

11. PAYMENT TERMS

11.1 Payments shall be made only through such banking channels or payment modes as approved by the Company.

11.2 The Company reserves the right to refuse acceptance of cash or any payment mode not approved by it.

11.3 For overseas remittances, all bank charges, intermediary bank charges, currency conversion charges and remittance charges shall be borne exclusively by the Traveller.

11.4 Time for payment shall be of the essence.

11.5 Failure to make payment within the stipulated time shall entitle the Company to cancel the booking without prejudice to its right to recover cancellation charges and other losses.

12. PRICE VARIATION

12.1 The Tour Price is based upon prevailing airfares, hotel tariffs, taxes, exchange rates and government levies as on the date of quotation.

12.2 The Company reserves the right to recover any increase in Tour Price resulting from:

(a) increase in airfare;

(b) fuel surcharge;

(c) fluctuation in foreign exchange rates;

(d) increase in GST, TCS or any other statutory levy;

(e) revision in visa fees;

(f) increase in hotel tariffs; or

(g) any increase imposed by Third-Party Service Providers before commencement of the Tour.

12.3 The Traveller agrees to pay such revised amount immediately upon demand.

PASSPORTS, VISAS & TRAVEL DOCUMENTS

13. PASSPORT

13.1 Every Traveller undertaking an international tour shall possess a valid passport having the minimum validity prescribed by the destination country and the concerned airline.

13.2 The Traveller shall be solely responsible for ensuring the correctness of all passport particulars.

13.3 The Company shall not be liable for refusal of boarding, denial of entry or cancellation of travel arising from invalid, damaged, expired or insufficient travel documents.

14. VISA

14.1 The Company may facilitate the visa application process as a value-added service; however, the grant or refusal of a visa is the sole discretion of the concerned Embassy, Consulate or Government Authority.

14.2 The Company neither guarantees issuance of any visa nor undertakes responsibility for delays, rejection, administrative processing or cancellation of visas.

14.3 Visa refusal or delay shall not entitle the Traveller to any refund except strictly in accordance with the Company's Cancellation Policy.

14.4 Any charges paid towards visa fees, documentation, courier charges, appointment fees or service charges shall remain non-refundable unless specifically refunded by the concerned authority.

HEALTH, SAFETY, INSURANCE & TOUR OPERATIONS

15. HEALTH, MEDICAL FITNESS AND SPECIAL ASSISTANCE

15.1 Every Traveller shall ensure that he/she is physically, mentally and medically fit to undertake the Tour and to participate in the activities contemplated under the itinerary.

15.2 The Traveller shall, at the time of booking, disclose truthfully and in writing any pre-existing medical condition, physical disability, chronic illness, contagious disease, allergy, psychiatric condition, recent surgery, pregnancy, dietary restriction or any other circumstance which may affect the Traveller's ability to safely undertake the Tour.

15.3 The Company shall be entitled to seek such medical information, certificates or declarations as it may reasonably require before confirming the booking.

15.4 Where the Company is of the opinion that a Traveller's medical condition may endanger the Traveller, other members of the group, or materially interfere with the smooth conduct of the Tour, the Company reserves the right to decline the booking or refuse participation in the Tour without incurring any liability other than such refund, if any, as may be permissible under the applicable Cancellation Policy.

15.5 The Company, its Tour Manager and representatives are not medically qualified and shall not be responsible for monitoring or administering medication, providing nursing care or arranging specialised medical treatment.

15.6 The Traveller shall remain solely responsible for carrying adequate quantities of prescribed medicines, medical equipment, prescriptions and any other personal medical requirements for the entire duration of the Tour.

15.7 Any inconvenience, interruption or inability to continue the Tour on account of the Traveller's physical or mental condition shall not entitle the Traveller to any refund, compensation or adjustment of the Tour Price.

16. SENIOR CITIZENS

16.1 Every Traveller aged sixty (60) years or above may be required to furnish a medical fitness certificate issued by a registered medical practitioner declaring the Traveller fit to undertake the proposed journey.

16.2 The Company reserves the right to insist upon the presence of a companion wherever considered reasonably necessary having regard to the Traveller's age or medical condition.

16.3 The Company shall not be liable for any medical complications arising solely due to the Traveller's age or pre-existing health condition.

17. PREGNANCY

17.1 Travellers are advised to consult their treating medical practitioner before undertaking any domestic or international travel during pregnancy.

17.2 The Traveller shall disclose the stage of pregnancy at the time of booking.

17.3 The Company does not provide specialised medical assistance for pregnant Travellers and shall not be responsible for any complications arising during the Tour.

17.4 Airlines, cruise operators, hotels and other service providers may impose independent restrictions upon pregnant passengers. Compliance with such restrictions shall remain the Traveller's sole responsibility.

18. MEDICAL EMERGENCIES

18.1 In the event of illness, injury or any medical emergency during the Tour, the Company may, purely as a matter of assistance and without assuming any legal obligation, endeavour to arrange medical attention for the Traveller.

18.2 All expenses relating to consultation, hospitalisation, ambulance services, medicines, emergency evacuation, diagnostic investigations, quarantine, accommodation, transportation or repatriation shall be borne exclusively by the Traveller.

18.3 The Company shall not be liable for the availability, quality, adequacy or outcome of any medical treatment obtained during the Tour.

18.4 The Traveller authorises the Tour Manager, wherever immediate communication is not reasonably possible, to take such emergency decisions as may be necessary for obtaining urgent medical treatment. The cost thereof shall remain solely payable by the Traveller.

19. TRAVEL INSURANCE

19.1 The Company strongly recommends that every Traveller obtain comprehensive travel insurance before commencement of the Tour.

19.2 The policy should adequately cover, amongst other things:

- (a) medical expenses;
- (b) hospitalisation;
- (c) personal accident;
- (d) emergency evacuation;
- (e) repatriation;
- (f) baggage loss or delay;
- (g) passport loss;
- (h) flight delay;
- (i) trip interruption;
- (j) trip cancellation;
- (k) personal liability; and
- (l) any other risks relevant to the proposed destination.

19.3 Where travel insurance is included in the Tour Price, the insurance policy shall be issued by an independent insurance company and shall be governed exclusively by the terms and conditions of such insurer.

19.4 The Company neither guarantees acceptance nor settlement of any insurance claim.

19.5 Any dispute regarding insurance coverage or settlement shall be resolved solely between the Traveller and the concerned insurance company.

19.6 The Company shall not be liable for rejection, delay or partial settlement of any insurance claim.

20. ITINERARY

20.1 Every itinerary is planned in advance based upon information available on the date of publication.

20.2 The Company reserves the right to alter, amend, rearrange, substitute, postpone or curtail any part of the itinerary whenever reasonably necessary in the interest of safety, operational feasibility or efficient conduct of the Tour.

20.3 Such modifications may become necessary due to weather conditions, airline operations, traffic conditions, closure of monuments, natural calamities, political unrest, governmental restrictions, public holidays, local regulations or any other circumstance beyond the Company's reasonable control.

20.4 Wherever reasonably practicable, the Company shall endeavour to provide suitable alternatives; however, the Traveller acknowledges that identical alternatives may not always be available.

20.5 Such modifications shall not constitute a breach of contract by the Company.

20.6 Unless otherwise expressly agreed in writing, no refund, compensation or damages shall be payable merely because the itinerary has been altered due to circumstances beyond the Company's reasonable control.

21. OPTIONAL ACTIVITIES

21.1 Activities, excursions or experiences not specifically included in the Tour Price shall be treated as optional activities.

21.2 Participation in optional activities shall be entirely at the Traveller's own discretion and risk.

21.3 Such activities are organised by independent Third-Party Service Providers, and the Company shall not be responsible for their safety standards, quality, conduct, cancellation or performance.

21.4 Any injury, loss, accident or damage arising during participation in optional activities shall be solely at the Traveller's risk.

22. FORCE MAJEURE

22.1 The Company shall not be liable for any delay, alteration, cancellation, curtailment or failure in performance arising directly or indirectly from any Force Majeure Event.

22.2 Force Majeure Events include, without limitation:

- (a) war;
- (b) terrorism;
- (c) civil unrest;
- (d) riots;
- (e) political instability;
- (f) governmental orders;
- (g) sanctions;
- (h) epidemics;
- (i) pandemics;
- (j) quarantine requirements;
- (k) adverse weather conditions;
- (l) floods;
- (m) earthquakes;
- (n) volcanic activity;
- (o) landslides;

- (p) airport closure;
- (q) airline operational disruptions;
- (r) strikes;
- (s) lockouts;
- (t) shortage of fuel;
- (u) closure of tourist attractions; or
- (v) any other event beyond the Company's reasonable control.

22.3 During the continuance of any Force Majeure Event, the Company shall be entitled to modify the itinerary, postpone the Tour, substitute services or cancel the Tour, wholly or partly, without incurring liability for consequential losses.

22.4 Any additional expenses incurred due to a Force Majeure Event, including but not limited to hotel accommodation, meals, transportation, visa extensions, communication expenses, evacuation costs or airline rebooking charges, shall be borne solely by the Traveller.

22.5 Any refund, if applicable, shall be limited to the amount actually recoverable by the Company from the concerned Third-Party Service Providers after deduction of unrecoverable expenses and administrative charges.

23. AIRLINES AND AIR CARRIAGE

23.1 The Company acts solely as a tour organiser and facilitator for booking air travel. The actual operation of flights, carriage of passengers and baggage, scheduling, rescheduling, cancellation and all services connected with air transportation are the sole responsibility of the respective airline.

23.2 The contract of carriage for every flight shall exist exclusively between the Traveller and the concerned airline and shall be governed by the airline's Conditions of Carriage, applicable aviation laws and the regulations of the competent aviation authorities.

23.3 The Company shall not be liable for any act, omission, negligence, operational failure or deficiency in service on the part of any airline.

23.4 Flight schedules, aircraft type, routing, transit points, seat allocation and baggage allowance are determined exclusively by the respective airline and are subject to change without prior notice.

23.5 Any request for preferred seating, special meals, wheelchair assistance or other airline-specific services shall remain subject to the approval, availability and policies of the respective airline. The Company shall use reasonable efforts to communicate such requests but does not guarantee their confirmation.

23.6 Where an airline modifies or withdraws any facility previously offered, such modification shall not constitute a breach of contract by the Company.

24. FLIGHT DELAYS, CANCELLATIONS, RESCHEDULING, MISSED CONNECTIONS AND DENIED BOARDING

24.1 Flight departures and arrivals are subject to operational, technical, regulatory, weather-related and other factors beyond the control of the Company.

24.2 The Company shall not be responsible for any delay, cancellation, diversion, rescheduling, advancement, overbooking, denial of boarding, missed connection or interruption of any flight operated by an airline.

24.3 Where any flight is delayed or cancelled, the responsibility for providing alternate transportation, accommodation, meals, compensation or any other assistance shall rest exclusively with the concerned airline, subject to its applicable policies and governing law.

24.4 If a Traveller misses a connecting flight owing to delay, cancellation or rescheduling of the preceding flight, the Company shall not be responsible for the consequences arising therefrom.

24.5 Any additional expenses including but not limited to hotel accommodation, meals, transportation, airport transfers, communication expenses, visa extension charges, airline rebooking charges or any other incidental expenditure arising from such disruption shall be borne solely by the Traveller unless expressly accepted in writing by the Company.

24.6 The Company may, purely as a matter of goodwill and without assuming any legal obligation, assist the Traveller in communicating with the airline or making alternate travel arrangements. Such assistance shall not create any liability or obligation upon the Company.

24.7 Any compensation, refund or reimbursement payable by an airline in respect of flight disruption shall belong exclusively to the Traveller, and the Traveller shall pursue such claim directly with the airline.

25. BAGGAGE

25.1 The carriage, custody and handling of checked-in baggage and cabin baggage shall remain exclusively under the control and responsibility of the respective airline or other carrier.

25.2 The Company shall not be liable for any loss, theft, delay, damage, pilferage, destruction, misrouting or non-delivery of baggage occurring during the course of travel.

25.3 Immediately upon discovering any loss, delay or damage to baggage, the Traveller shall report the matter to the concerned airline or carrier before leaving the airport or terminal and shall obtain all necessary reports, including but not limited to the Property Irregularity Report (PIR), Damage Report or any other document required for pursuing compensation.

25.4 Failure to comply with the reporting requirements of the concerned airline may prejudice the Traveller's right to claim compensation, for which the Company shall bear no responsibility.

25.5 Any compensation relating to baggage shall be claimed directly from the airline, carrier and/or the insurance company, as the case may be.

25.6 Travellers are strongly advised not to place cash, jewellery, negotiable instruments, electronic devices, medicines, passports, travel documents or any other valuable articles in checked-in baggage.

25.7 The Company shall not be liable for confiscation, seizure or disposal of baggage by customs, immigration, security authorities or any governmental agency.

26. HOTELS AND ACCOMMODATION

26.1 Hotel classification, star ratings, amenities, room sizes, facilities and services are determined by the respective hotel and may vary between countries and destinations.

26.2 Photographs, descriptions and promotional material relating to hotels are provided for general reference only and may differ from the actual accommodation provided.

26.3 The Company reserves the right to substitute any hotel with another hotel of a reasonably comparable category whenever operationally necessary.

26.4 Check-in and check-out timings shall be governed exclusively by the policies of the respective hotel.

26.5 Early check-in, late check-out, room upgrades, adjoining rooms, twin beds, double beds, smoking or non-smoking rooms and similar requests are subject to availability and shall not be guaranteed unless specifically confirmed in writing.

26.6 The Company shall not be liable for interruption of hotel services due to maintenance, renovation, technical failures, local regulations or circumstances beyond its control.

27. SURFACE TRANSPORT, CRUISES AND OTHER MODES OF TRAVEL

27.1 Transportation by coach, railways, cruise operators, ferries, cable cars, boats or any other mode of transport shall remain subject to the operational policies and conditions of the respective service provider.

27.2 Delays, cancellations, mechanical failures, traffic congestion, weather conditions or operational restrictions affecting such services shall not render the Company liable for any consequential loss or expense.

27.3 Seating arrangements in coaches, trains, cruises or other transport shall be made as far as reasonably practicable but cannot be guaranteed.

28. THIRD-PARTY SERVICE PROVIDERS

28.1 The Company acts only as an intermediary for arranging services provided by independent Third-Party Service Providers.

28.2 Airlines, hotels, cruise operators, transport companies, restaurants, sightseeing operators, guides, insurance companies and all other suppliers are independent entities and are not agents, employees or representatives of the Company.

28.3 The Company shall not be liable for any act, omission, negligence, delay, deficiency in service, accident, injury, property loss or contractual breach committed by any Third-Party Service Provider.

28.4 The liability of every Third-Party Service Provider shall remain governed by its own contractual terms and applicable law.

29. PERSONAL BELONGINGS, PASSPORTS AND VALUABLES

29.1 Every Traveller shall be solely responsible for the safety and security of his or her passport, visa, travel documents, foreign currency, mobile phones, cameras, jewellery, electronic devices, cash and all personal belongings.

29.2 The Company shall not be responsible for loss, theft, damage or misplacement of any personal belongings at airports, hotels, restaurants, tourist attractions, vehicles or any other place during the Tour.

29.3 In the event of loss of passport or travel documents, the Company may extend reasonable assistance in contacting the concerned Embassy or Consulate; however, all expenses relating thereto, including travel, accommodation, documentation, courier charges, embassy fees and incidental expenses, shall be borne solely by the Traveller.

30. ADDITIONAL EXPENSES

30.1 Unless expressly included in the Tour Price, every personal or unforeseen expense incurred during the Tour shall be borne exclusively by the Traveller.

30.2 Such expenses include, without limitation:

- (a) excess baggage charges;
- (b) portage;
- (c) room service;
- (d) laundry;
- (e) telephone charges;
- (f) internet charges;
- (g) tips and gratuities;
- (h) meals not included in the itinerary;
- (i) medical expenses;
- (j) emergency accommodation;
- (k) passport replacement;
- (l) visa extension;
- (m) airline rebooking charges;
- (n) transportation due to emergencies;
- (o) quarantine expenses;
- (p) legal expenses;
- (q) courier charges; and
- (r) every other expense of a personal or unforeseen nature.

30.3 If, due to an emergency or at the Traveller's request, the Company advances or incurs any amount on behalf of the Traveller, the Traveller shall reimburse the Company immediately upon demand. The Company shall be entitled to recover such amount together with any applicable taxes, bank charges and incidental expenses.

31. LIMITATION OF CONSEQUENTIAL LOSS

31.1 To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, exemplary or special loss or damage arising out of or in connection with the Tour.

31.2 Without prejudice to the generality of the foregoing, the Company shall not be liable for loss of business, loss of income, loss of profit, loss of opportunity, loss of enjoyment of the Tour, mental distress, inconvenience, missed events, missed cruises, missed onward transportation, missed hotel reservations or any similar consequential loss arising from circumstances beyond the Company's reasonable control.

31.3 Nothing contained herein shall exclude or limit any liability which cannot lawfully be excluded or restricted under applicable law.

TRAVELLER RESPONSIBILITIES, CONDUCT, CANCELLATION & REFUND POLICY

32. RESPONSIBILITIES OF THE TRAVELLER

32.1 Every Traveller shall conduct himself/herself in a responsible, courteous and lawful manner throughout the Tour and shall comply with all applicable laws, immigration requirements, customs regulations, airline policies and local regulations of every destination visited.

32.2 The Traveller shall report at the designated airport, railway station, port or departure point at the reporting time communicated by the Company or the respective carrier. The Company shall not be responsible if the Traveller fails to report on time or is denied boarding on account of late reporting.

32.3 The Traveller shall be solely responsible for carrying all valid travel documents, including passport, visa, identity proof, permits, vaccination certificates and such other documents as may be required by the destination country or the concerned authorities.

32.4 The Traveller shall ensure that the name, date of birth and other particulars furnished at the time of booking exactly correspond with those appearing on the passport and other travel documents. Any costs arising due to discrepancies shall be borne solely by the Traveller.

32.5 The Traveller shall comply with baggage restrictions, customs regulations, security requirements and directions issued by airlines, airports and governmental authorities.

32.6 The Traveller shall remain responsible for safeguarding his/her personal belongings, valuables, foreign currency, travel documents and electronic devices throughout the Tour.

32.7 The Traveller shall promptly inform the Tour Manager of any difficulty, complaint or issue encountered during the Tour so that reasonable efforts may be made to address the same.

32.8 Any complaint first raised after completion of the Tour, without having been brought to the notice of the Tour Manager during the Tour where reasonably possible, shall be considered after taking into account the circumstances of the case and the opportunity available to the Company to address the issue at the relevant time.

33. CONDUCT OF THE TRAVELLER

33.1 Every Traveller shall maintain proper discipline and conduct during the Tour.

33.2 The Traveller shall not engage in any unlawful, abusive, violent, threatening, offensive, discriminatory or disruptive behaviour which may endanger the safety, comfort or enjoyment of other Travellers or adversely affect the conduct of the Tour.

33.3 Consumption of alcohol or any intoxicating substance shall always remain subject to the laws of the country visited and the directions of the Tour Manager.

33.4 The Company reserves the right to refuse participation in, or remove from the Tour, any Traveller whose conduct, behaviour or health is reasonably considered likely to endanger other Travellers, cause disruption to the Tour or expose the Company to legal or operational risk.

33.5 In such circumstances, the Traveller shall not be entitled to any refund, compensation or reimbursement for the unutilised portion of the Tour.

33.6 Any additional expenses incurred due to such removal, including return travel, accommodation or other incidental costs, shall be borne exclusively by the Traveller.

34. AUTHORITY OF THE TOUR MANAGER

34.1 The Tour Manager shall be responsible for coordinating the Tour and ensuring its orderly conduct.

34.2 Every Traveller shall comply with the reasonable instructions issued by the Tour Manager in relation to safety, timings, transportation, accommodation, immigration procedures and conduct during the Tour.

34.3 Persistent refusal to comply with reasonable instructions may result in removal from the Tour, without liability on the part of the Company.

34.4 Decisions taken by the Tour Manager in situations requiring immediate operational action, particularly concerning safety, transportation or itinerary management, shall be final and binding, provided such decisions are taken in good faith.

35. CANCELLATION BY THE TRAVELLER

35.1 Every request for cancellation shall be made in writing by the Traveller and shall take effect only upon receipt and acknowledgement by the Company.

35.2 The effective date of cancellation shall be the date on which the written cancellation request is received by the Company during its business hours.

35.3 Cancellation communicated verbally, through third parties or by any informal mode shall not be treated as a valid cancellation unless confirmed in writing by the Company.

35.4 Upon cancellation, the Traveller shall be liable to pay the applicable cancellation charges together with any non-recoverable amounts retained by airlines, hotels, cruise operators, transport providers, visa authorities or any other Third-Party Service Provider.

36. CANCELLATION CHARGES

Unless otherwise specifically agreed in writing for a particular Tour, the following minimum cancellation charges shall apply:

Period prior to departure	Cancellation Charges
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46 to 31 days	25% of the Total Tour Price
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30 to 15 days	50% of the Total Tour Price
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14 to 08 days	75% of the Total Tour Price
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07 days or less	100% of the Total Tour Price
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No Show	100% of the Total Tour Price
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36.1 The above charges represent the minimum cancellation charges applicable.

36.2 Where airlines, hotels, cruise operators, transport providers or any Third-Party Service Provider impose cancellation or retention charges exceeding the percentages mentioned above, the Traveller shall remain liable for such higher amount.

36.3 Visa fees, insurance premiums, foreign exchange losses, bank charges, remittance charges, itinerary planning charges and all other non-recoverable payments shall remain non-refundable unless actually refunded by the concerned authority or supplier.

37. CANCELLATION DUE TO VISA REFUSAL OR PERSONAL CIRCUMSTANCES

37.1 Cancellation arising due to visa refusal, delay in visa issuance, illness, injury, pregnancy, bereavement, employment commitments, examination schedules, personal reasons, family circumstances or any other reason attributable to the Traveller shall continue to remain governed by the Cancellation Policy.

37.2 The Traveller is advised to seek reimbursement under an appropriate travel insurance policy wherever available.

38. NO SHOW

38.1 A Traveller who fails to join the Tour on the date and time specified for departure shall be treated as a "No Show".

38.2 No Show shall attract 100% cancellation charges.

38.3 The Company shall not be obliged to make alternate arrangements for any Traveller who joins late or fails to join the Tour.

39. UNUSED SERVICES

39.1 No refund, rebate, adjustment or compensation shall be payable in respect of any accommodation, meals, transportation, sightseeing, entrance tickets or any other service included in the Tour but not utilised by the Traveller for any reason whatsoever after commencement of the Tour.

39.2 This shall include circumstances arising due to illness, late arrival, early departure, missed transportation, voluntary withdrawal from the Tour or any act or omission attributable to the Traveller.

40. AMENDMENTS REQUESTED BY THE TRAVELLER

40.1 Any request for change in travel dates, passenger names, itinerary, accommodation, flights or other services shall remain subject to feasibility and acceptance by the Company and the concerned Third-Party Service Provider.

40.2 The Traveller shall bear all additional costs, amendment charges, fare differences, supplier charges and administrative expenses arising from such amendment.

40.3 The Company shall not be obliged to accept any amendment request after confirmation of the booking.

41. CANCELLATION OR MODIFICATION BY THE COMPANY

41.1 The Company reserves the right to cancel, postpone, combine, split, curtail or modify any Tour due to operational requirements, insufficient participation, Force Majeure Events, governmental restrictions, safety concerns or any circumstance beyond its reasonable control.

41.2 Where the Tour is cancelled by the Company prior to commencement for reasons not attributable to the Traveller, the Company shall, at its discretion, either:

(a) offer an alternate Tour;

(b) permit adjustment of the amount towards another Tour; or

(c) refund the amount recoverable by the Company after deducting all non-recoverable payments made to Third-Party Service Providers.

41.3 The remedies specified above shall constitute the Traveller's sole remedy in the event of cancellation by the Company, except where otherwise required by applicable law.

42. REFUNDS

42.1 Refunds, wherever applicable, shall be processed only after the Company has received the corresponding recoverable amounts from the respective airlines, hotels, transport providers and other Third-Party Service Providers.

42.2 Refunds shall ordinarily be processed within a reasonable period after completion of the reconciliation process with the concerned suppliers. The exact timeline may vary depending upon the policies and processing time of such suppliers.

42.3 No interest shall be payable on any refund amount.

42.4 Refunds shall be made only to the person or entity from whom the original payment was received, unless otherwise required by law or agreed in writing.

LIMITATION OF LIABILITY, INDEMNITY & LEGAL PROVISIONS

43. LIMITATION OF LIABILITY

43.1 The Company shall exercise reasonable care and diligence while organising the Tour and coordinating the services forming part thereof. However, the Company acts primarily as a tour organiser and facilitator and does not itself own, operate or control airlines, hotels, cruise operators, transport operators, restaurants, sightseeing attractions or other Third-Party Service Providers.

43.2 Accordingly, the Company shall not be liable for any act, omission, negligence, default, delay, cancellation, interruption, deficiency in service or breach of contract committed by any Third-Party Service Provider.

43.3 Without prejudice to the generality of the foregoing, the Company shall not be liable for any loss or damage arising out of:

- (a) delay or cancellation of flights;
- (b) missed flights or missed connections;
- (c) loss, theft, delay or damage to baggage;
- (d) refusal of visa;
- (e) refusal of boarding;
- (f) denial of entry by immigration authorities;
- (g) cancellation of sightseeing attractions;
- (h) closure of monuments;
- (i) adverse weather conditions;
- (j) natural calamities;
- (k) governmental restrictions;
- (l) civil disturbances;
- (m) strikes;
- (n) epidemics or pandemics; or
- (o) any circumstance beyond the reasonable control of the Company.

43.4 To the fullest extent permissible under applicable law, the total liability of the Company arising out of any booking or Tour shall not exceed the amount actually received by the Company from the Traveller towards the relevant Tour, after excluding amounts paid by the Company to Third-Party Service Providers and statutory authorities.

43.5 Nothing contained herein shall exclude or restrict any liability which cannot lawfully be excluded under applicable law.

44. NO CONSEQUENTIAL DAMAGES

44.1 The Company shall not be liable for any indirect, consequential, incidental, exemplary or special damages.

44.2 Without limiting the generality of the foregoing, the Company shall not be liable for:

- (a) loss of business;
- (b) loss of income;
- (c) loss of profit;
- (d) loss of opportunity;
- (e) loss of reputation;
- (f) mental distress;
- (g) emotional inconvenience;
- (h) disappointment;
- (i) loss of enjoyment of the Tour;
- (j) missed events;
- (k) missed onward travel;
- (l) missed cruises;
- (m) missed hotel reservations; or
- (n) any other consequential loss arising directly or indirectly from the Tour.

45. INDEMNITY

45.1 The Traveller agrees to indemnify and keep indemnified the Company, its proprietors, directors, partners, employees, Tour Managers, representatives and agents against every loss, liability, damage, claim, demand, penalty, cost and expense (including reasonable legal expenses) arising from:

- (a) breach of these Terms and Conditions;
- (b) violation of any law by the Traveller;
- (c) negligent or wrongful act of the Traveller;
- (d) damage caused to any hotel, vehicle, aircraft, cruise vessel or property;
- (e) injury caused to any person due to the acts or omissions of the Traveller;
- (f) confiscation of prohibited articles carried by the Traveller; or
- (g) any claim made against the Company arising from the Traveller's own conduct.

45.2 The obligations contained herein shall survive completion or cancellation of the Tour.

46. PRIVACY AND PERSONAL INFORMATION

46.1 The Traveller authorises the Company to collect, store, process and use personal information furnished by the Traveller for the purposes of booking, arranging, operating and administering the Tour.

46.2 Such information may be shared, where reasonably necessary, with airlines, hotels, visa authorities, insurance companies, governmental authorities and other Third-Party Service Providers for the purpose of providing travel-related services.

46.3 The Company shall take reasonable steps to safeguard personal information; however, the Company shall not be responsible for disclosure required by law or by any competent authority.

47. PHOTOGRAPHS AND PROMOTIONAL MATERIAL

47.1 During the Tour, photographs and videos may be captured by the Company or its authorised representatives.

47.2 Unless the Traveller specifically objects in writing before commencement of the Tour, the Traveller grants the Company a non-exclusive, royalty-free right to use such photographs or videos for promotional, advertising, social media, website or marketing purposes.

47.3 No compensation shall be payable for such use.

48. ELECTRONIC COMMUNICATIONS

48.1 The Traveller agrees that quotations, confirmations, invoices, receipts, itineraries, travel documents, notices and all other communications may be issued electronically.

48.2 Communications transmitted through e-mail, SMS, WhatsApp or any other electronic platform using the contact details furnished by the Traveller shall be deemed to have been duly delivered.

48.3 The Traveller shall remain responsible for ensuring that the contact details provided to the Company remain accurate and updated.

49. NO ORAL REPRESENTATIONS

49.1 The Traveller acknowledges that no oral statement, assurance, promise or representation made by any employee, Tour Manager, representative or agent of the Company shall be binding unless specifically confirmed in writing by an authorised representative of the Company.

49.2 The Traveller confirms that the booking has been made solely upon the basis of the written itinerary, booking documents and these Terms and Conditions.

50. COMPLAINTS

50.1 In the event of any grievance during the Tour, the Traveller shall immediately notify the Tour Manager or the Company's representative to enable reasonable efforts to resolve the issue.

50.2 If the grievance remains unresolved, the Traveller shall submit a written complaint to the Company within seven (7) days from completion of the Tour together with all supporting documents.

50.3 The Company shall be afforded a reasonable opportunity to examine and respond to such complaint before any legal proceedings are initiated.

51. GOVERNING LAW AND JURISDICTION

51.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of India.

51.2 Subject to the rights available under applicable law, the Courts at Thane, Maharashtra, shall have jurisdiction in respect of disputes arising out of these Terms and Conditions.

MISCELLANEOUS PROVISIONS

52. NOTICES

52.1 Any notice, communication or correspondence required to be given under these Terms and Conditions shall be deemed to have been duly served if delivered personally, sent by registered post, courier, electronic mail, WhatsApp or any other electronic mode to the address, e-mail address or mobile number furnished by the Traveller at the time of booking.

52.2 The Traveller shall promptly intimate the Company of any change in his/her address, e-mail address or contact number. Until such intimation is received, the Company shall be entitled to rely upon the particulars last provided by the Traveller.

53. WAIVER

53.1 Failure or delay by the Company in exercising any right, remedy or privilege under these Terms and Conditions shall not operate as a waiver thereof.

53.2 No waiver of any provision shall be valid unless made expressly in writing by an authorised representative of the Company.

53.3 A waiver on one occasion shall not constitute a waiver of the same or any other provision on any future occasion.

54. ASSIGNMENT

54.1 The Traveller shall not assign, transfer or otherwise deal with his/her rights or obligations under these Terms and Conditions without the prior written consent of the Company.

54.2 The Company shall be entitled to assign or subcontract any part of the Tour or any service to competent Third-Party Service Providers without obtaining further consent from the Traveller.

55. ENTIRE AGREEMENT

55.1 These Terms and Conditions, together with the Booking Form, confirmed itinerary, invoices, vouchers, declarations and all written communications issued by the Company in relation to the Tour, constitute the entire agreement between the Company and the Traveller.

55.2 These documents supersede all prior discussions, negotiations, brochures, advertisements, representations, correspondence or understandings relating to the Tour, except where expressly incorporated in writing.

56. SURVIVAL

56.1 The provisions relating to payment obligations, cancellation charges, refunds, limitation of liability, indemnity, privacy, governing law, jurisdiction and every other clause which by its nature is intended to survive shall continue to remain valid and enforceable notwithstanding completion, cancellation or termination of the Tour.

57. INTERPRETATION

57.1 Headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.

57.2 Words importing the singular shall include the plural and vice versa wherever the context so requires.

57.3 References to any law, rule or regulation shall include any statutory amendment, modification or re-enactment thereof.

58. ACKNOWLEDGEMENT AND DECLARATION BY THE TRAVELLER

I/We hereby declare, represent and undertake as follows:

(a) I/We have carefully read and fully understood the Booking Form, itinerary, Privacy Policy and these Terms and Conditions.

(b) I/We have had sufficient opportunity to seek clarification regarding any provision contained herein before confirming the booking.

(c) I/We voluntarily accept and agree to be legally bound by these Terms and Conditions.

(d) I/We confirm that all information, documents and declarations furnished by me/us are true, complete and accurate.

(e) I/We acknowledge that the Company acts primarily as a tour organiser and facilitator and that several services forming part of the Tour are provided by independent Third-Party Service Providers.

(f) I/We undertake to comply with all applicable laws, immigration requirements, airline regulations, hotel policies and the reasonable instructions issued by the Company's Tour Manager during the Tour.

(g) I/We understand that travel involves inherent risks, including but not limited to delays, cancellations, weather disruptions, medical emergencies, political situations, airline operational issues and other unforeseen circumstances beyond the control of the Company.

(h) I/We accept that all refunds, cancellations and amendments shall be governed exclusively by these Terms and Conditions.

(i) I/We confirm that no oral assurance, promise or representation inconsistent with these Terms and Conditions has induced me/us to make the booking.

(j) I/We expressly consent to receiving communications, travel updates, invoices, itineraries and other documents through electronic means including e-mail, SMS and messaging applications.

(k) I/We agree that these Terms and Conditions shall remain binding upon my/our legal heirs, executors, administrators and permitted representatives to the extent applicable.

IN WITNESS WHEREOF, the Traveller confirms acceptance of these Terms and Conditions by signing below.

Name of Traveller:

Signature:

Date:

Place:

For Jenson Worldwide Tours

Authorised Signatory

Name:

Designation:

Date: