

# Terms & Conditions

Please take the time to read the following conditions carefully. They are the basis for the contract between us and will assist you with your future plans.

## CONTRACT

Your booking is with Nimbus Adventures Pvt Ltd., the parent company of Georeach Study Tours. A contract will only exist when we have received the required deposit and have acknowledged receipt of your completed booking form by the issue of our booking confirmation. The person signing the booking form accepts the following conditions on behalf of all party members and will be our sole point of contact for correspondence. Any dispute will be dealt with under the jurisdiction of the Courts of Chandigarh- India.

## PAYMENT

In order to confirm your tour, you must pay a deposit at the time of booking as mentioned in the proposal. If booking 08 weeks or less before departure full payment is required at the time of booking. If you wish to purchase the insurance policy we offer, all applicable premiums must also be paid at the time of booking. The balance of the tour cost must be received by us not less than 08 weeks prior to departure. An interim payment may be required for some worldwide destinations. If we do not receive all payments due including any deposits and/or surcharge where applicable in full and on time, this will be a breach of the contract between us, entitling us to treat the booking as cancelled by you. In these circumstances, the contract between us will remain in force until you receive our written advice and cancellation invoice.

## CANCELLATION

In the event of cancellation by a paying member more than 4 weeks before your tour, the deposit may be transferred to a substitute member. However, we will charge an administration fee of INR 2000, plus any direct costs incurred by us from our suppliers. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight. However, if a transfer is not possible, please write to us immediately giving full details.

The cancellation will be subject to the following charges, which is based on the total cost of the tour excluding insurance premiums and amendment charges - More than 60 days – All deposits paid. - 60-29 days before your tour: 50% - 28-15 days before your tour: 75% - 14 days or less before your tour: 100% Insurance premiums and amendment charges are not refundable. The date of effective cancellation is calculated on the day of receipt of written advice.

If any cancellation brings the number of passengers below the minimum number required to qualify for a particular price, then the price will be adjusted accordingly. Please note that cancellation charges may be reclaimed, via insurance, provided that the cancellation occurs within the terms of the policy - e.g. necessary cancellation due to injury or illness of the party member or parent or parental redundancy, etc.

## PRICE INFORMATION

Prices for your tour will be confirmed at the time of making your booking, but could be subject to a surcharge on the following items: currency, government action, VAT or SERVICE TAX, enforced increases in aircraft fuel, overflying charges, airport charges and increases in air fares.

## ALTERATIONS & AMENDMENTS BY YOU

if you wish to make any changes to your confirmed booking; you must notify us in writing as soon as possible. A fee of Rs. 2500 per amendment will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers in making the change. For tours by air it is the party leader's responsibility to ensure that all names are given in full and exactly as shown on the individuals' passport.

This information is often required at an early stage of booking and some airlines may not permit name changes. Most however will treat name changes as cancellations and charge accordingly.

## INSURANCE

it is a condition of travel that you have adequate insurance in place for the duration of your trip. Details of the policy we offer are provided on request. If you decide not to purchase this insurance, you must give us details in writing of your alternative policy (insurer and policy number) within 14 days of booking. If you fail to do so, we will add the appropriate premiums for the personal travel insurance we offer to your confirmation invoice.

These premiums must be paid as soon as possible as cover will not be effective until we receive all applicable premiums in full. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. This applies even where insurance is included in the cost of your holiday. We do not check alternative insurance policies.

## IF WE ARE FORCED TO CHANGE THINGS

The arrangements in our brochure or price list or on our website or when quoted to you, were given in good faith. Occasionally we have to make changes and we reserve the right to do so at any time. Most changes will be minor and all will be advised at the earliest possible date.

In the unlikely event of it proving necessary to alter significantly or cancel your tour, we will offer a suitable alternative if available or 100% refund (within 14 clear days) if we are not able, in our opinion, to offer an alternative that is sufficiently comparable.

Significant changes include the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation to an alternative resort for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of 12 or more hours and, in the case of inclusive tours, a significant change of itinerary missing out one or more major destinations substantially or altogether. Please note a change of airport, airline or flight time of less than 12 hours are not significant changes unless otherwise expressly stated. Very rarely, we may be forced by 'force majeure' (see Clause 8) to change or terminate your tour after departure but before the scheduled end of your time away.

This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## FORCE MAJEURE

Except where otherwise stated in these Booking Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature whatsoever as a result of 'force majeure'. In these Booking Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control

## TRAVEL TICKETS & VOUCHERS

This is valid in conjunction with the particular travel arrangements booked and the route specified. No refund can be made for lost, mislaid, unused, unendorsed or expired tickets, coupons or vouchers. Any details given are provisional and do not commit any airline mentioned to providing a service.

## LIABILITY

we will only accept responsibility for any personal illness, injury or death which results from the negligent (as the word is understood in English law) acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the tour arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, subcontractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand.

Please note, however, that we do not accept liability for any air or sea carriers whose individual conditions of carriage apply and are often subject to international agreements. We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or

changes in any travel arrangements or other services which are caused by circumstances amounting to 'force majeure' (see Clause 8). Our liability in all cases (except those involving illness, injury or death) is limited to 50% of the invoiced tour value per passenger in addition to a full refund. We cannot be held responsible for the failure or inability of any equipment or computer programmed to recognize or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.

Should you or any member of your party have the misfortune to suffer illness, injury or death during the period of your tour arising out of an activity which does not form part of the arrangements made by us, we shall, where appropriate, give you every help that we can by way of initial assistance, including initial legal costs associated therewith, up to a maximum value of Rs. 25,000 per booking form.

You must request such assistance within 90 days from the date of the misadventure and in the event of there being a successful claim for costs against a third party or there being suitable insurance policies in force, the costs incurred by us shall be recoverable from you.

## COMPLAINTS PROCEDURE

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative immediately who will Endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us at [info@georeach.in](mailto:info@georeach.in) giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. It is strongly recommended that you communicate any complaint to the supplier of the services in question as well as to our representative without delay and complete a report from whilst in resort. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort.

## BEHAVIOUR

we expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## SUPERVISION

when you book with us, you accept full responsibility for any damage or loss caused by you or any member of your group. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your or any member of your group's actions. Party Leaders and/or other adults accompanying the party agree to adequately supervise all members of the party. It is the Party Leader's responsibility to ensure that:

- a) No party member under 21 consumes alcoholic beverages.

b) No party member smokes on coaches, in any accommodation, in any smoke free places or behaves in any other way which may cause a fire hazard.

c) All party members wear the lap belts provided for all journeys by coach. (Not always applicable to coaches sourced overseas).

d) No party member breaks a local law.

## CONDITIONS OF SUPPLIERS

many services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

## DELAYS AT PORT, INTERNATIONAL RAIL TERMINAL OR AIRPORT

we regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. You have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to

flights. However, reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us.

### **SPECIAL REQUESTS**

Any special requests must be clearly notified to us in writing. We do our best to meet any special requests made by you and ensure that these are forwarded to the appropriate persons. We cannot guarantee, however, that special requests will be fulfilled and failure to do so does not constitute a breach of contract.

### **EXCURSIONS**

On occasions, we are asked to arrange visits, activities and/or excursions which do not form part of our advertised or normally available programmed. Unless we expressly agree to do so in writing, we cannot accept any liability for or in relation to such additional visits, activities and/or excursions. This is the case even if payment for these additional services is made directly to us. As such additional services are booked solely at your request, you are assumed to have satisfied yourself that they are appropriate, suitable and safe for your party as we are not in a position to make such an assessment.

### **MEDICAL PROBLEMS**

If any member of your group has any medical problem or disability which may affect your arrangements, the Party Leader must give us full details before confirming your booking so that we can advise as to the suitability of the chosen arrangements. The Party Leader must give us full details in writing at the time of booking and promptly update us of any changes. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

### **DATA PROTECTION**

we have measures in place to protect the personal booking information held by us... The contact details supplied, including postal address, telephone and email address, will only be used to fulfill tour administration and to communicate details of our company products and services. The personal information supplied about party members will be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards. It may also be provided to public authorities such as customs or immigration if required by them, or as required by law.