



Booking Form

(Kindly complete one booking form per Party, per Tour)

SOTC Tours

A division of KUONI Travel (India) Pvt. Ltd.
4th Floor, RNA Corporate Park,
Bandra (E), Mumbai - 400 051. India

Name of the Tour : _____

Tour Code: _____ Departure Date: _____

(DD/MM/YY)

Please book and confirm seats on the tour as per details. I / We are paying the non refundable booking fee of a sum of USD 300 per person.

	ROOM: Indicate Single/double/triple	MR/MRS MS/ MST	FULL NAME (as per your Passport) Note: The Person signing the form must be mentioned first.	DIET (JAIN/VEG/ NON-VEG)	DATE OF BIRTH (DATE/MONTH/YEAR)	PASSPORT NUMBER	PLACE OF ISSUE	DATE OF ISSUE	DATE OF EXPIRY
1									
	Indicate child below 12 Yrs Without bed / cot								
2									
	Indicate child below 12 Yrs Without bed / cot								

Name: _____

Address: _____

Tel No.: _____ Fax No.: _____

E-Mail: _____

If you are arriving earlier into the city from where your tour departs or are leaving earlier from your given address, we would like to know of your contact details where we could reach you.

C/O (Name) _____

Address: _____

Tel.: _____ Fax No.: _____

E-Mail: _____

Pre / Post Tour Details

	ROOM: Indicate Single/double/triple	MR/MRS MS/ MST	FULL NAME (as per your Passport) Note: The Person signing the form must be mentioned first.	City	Pre & Post accommodation		
					In date	out date	No. of nights
1							
	Indicate child below 12 Yrs Without bed / cot						
2							
	Indicate child below 12 Yrs Without bed / cot						

I / We are aware that the booking fee would stand forfeited in the event of our cancellation of the booking or in the event of I / We being unable to travel under any circumstances and I / We will not dispute the forfeiture of the booking fee. On behalf of the above persons I / We have read and accepted the booking conditions and agree to comply with the same.

Signature: _____

Date: _____

(DATE/MONTH/YEAR)

I / We have booked the tour through our travel agent

M/S _____

and would be forwarding the payments through them.

Date: _____

(DATE/MONTH/YEAR)

TRAVEL AGENT STAMP
& signature

BROCHURE ACCURACY

Though every effort has been made to ensure accuracy of the information to be printed in the brochure, Kuoni Travel (India) Pvt. Ltd. cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances. The information given in this brochure is as accurate as we can make it. Our brochure descriptions are of amenities normally available. However, circumstances can change due to any events beyond our control. Major road works may necessitate route changes. Indian restaurants may close or change management. All of these may cause us to make changes in the itineraries. Where we may know of these sufficiently in advance we will notify you, otherwise our Tour Managers or local representative will inform you of the changes on the spot and you will extend your full co-operation for the same. No grievances regarding the change in itinerary can be made at a later stage and the Company will do its level best to ensure that the itinerary as printed in the Brochure is strictly adhered to and followed. Please note that the brochure was printed a few months in advance. In the few instances where it is unavoidable, it may be necessary to stay in hotels in other cities or far away from the venue.

MEALS

There are pre-set Menus provided for breakfast / lunch when provided / and dinner on the tour. The type of meals are clearly indicated in the brochure. Unlike an airline, we cannot

process for special meals, for customers. In case of passengers having specific diet requirements, the same should be made known at the time of booking of the tour and we will try and provide the same to the best of our ability. We, however, reserve right to change the meal arrangements if circumstances make it necessary for us to do so. In the event that the Tour Participant wakes up late and misses the breakfast or meals offered to him as per the Brochure and in the event that the Tour Participant is out on his own and reaches late and misses dinner, then no claim can be made by him for the meal which he has missed and not utilised.

HOTELS

You will be out sightseeing most of the time and hence we have taken care to select hotels, which are comfortable whilst keeping cost down. The list of hotels selected for each place are set out in this brochure. Most of the rooms have a private bath or shower. In USA, we take extra care to select locations for our tours and hence they may be confirmed either in the city centre or away from city centre. Hotels do not have any air conditioners or fans due to favourable weather conditions. In USA, since the rooms are comparatively small, we would recommend only 3 people in one room for your own comfort. Triple rooms are usually no larger than twin rooms, and the third bed is often a rollaway cot put in a twin bedded room for the night.

ACCOMMODATION FOR CHILD BELOW 12 YEARS OF AGE
It is expressed and given to understand that a child below 12 years of age who is booked on the tour paying the special rate without a bed will not be provided with a bed in the hotel while on the tour under any circumstances. In case the tour participant makes any changes in their rooming while on the tour, the company shall not make any refunds or pay any compensation to them. In case the Tour participant decides to make any change in the rooming while on the tour subject to availability, then they shall be bound to pay additional amount charged to them by the concerned Hotel directly to the Hotel.

CURRENCY AND TRAVELLERS CHEQUES

We suggest you take your holiday spending money partly in currency, partly in travellers cheques. Travellers cheques are by far the safest way to carry money as they are easily encashed for a small service fee and can be replaced, if they are stolen or lost, provided you have the lost travellers cheque numbers and the counterfoil.

ITINERARY CHANGES

We may often operate more than one coach per departure date. For the comfort and convenience of our passengers we will sometimes reverse the direction, or slightly amend the itinerary. We will try to advise you of these amendments, prior to the start of the tour or on the tour. In the event that

the Tour Participant misses a part of the Sightseeing tour or any such tour due to delay on his part or any reason whatsoever on the part of the Tour Participant then he will not be entitled to claim refund of the same.

SAFE DEPOSIT LOCKERS

Safe Deposit Lockers are available in most hotels. You are advised to keep your valuables in the safe deposit lockers, at the time of check in and not in your hotel rooms.

COACH/SITTING

We use air conditioned / aircool luxury coaches. We have found it fair to operate daily seat rotation on board our coach, so no seat numbers are allocated. The coaches are equipped with an emergency washroom, however this facility is not to be used in lieu of the frequent comfort stops. If you are carrying any high value items on the coach, we advise you not to leave them behind when you leave the coach. And we will not be responsible or liable in case of theft or robbery of the said items from the coach. All baggage and personal effects are at all times and in all circumstances your responsibility. No claim whatsoever will be entertained for the same.

TIPPING

Tipping is customary in all parts of the world for services rendered (eg. porters, coach drivers etc). Your Tour Manager will be pleased to advise you of the same.

KUONI TRAVEL (INDIA) PRIVATE LIMITED BOOKING CONDITIONS

SCOPE OF ACTIVITY

(KUONI Travel (India) Private Limited is marketing and / or coordinating package tours (hereinafter for sake of brevity referred to as "Tours") under its brand name SOTC). We are travel and holiday organisers only. We do not control or operate any airline, neither do we own or control any shipping company, coach or coach company, hotel, transport or any other facility or service mentioned in this brochure. We take care in selecting all the ingredients in your holiday; but because we only select and inspect them and have no control in running of them, we cannot be responsible for any delay, improper services provided by any independent agency, airlines, transport, hotel any provider of services, for any injury, death, loss or damage which is caused by the act or default of the management or employees of any hotelier, airlines, shipping company coach owner/ coach operator who are the Company's Independent Contractor arising outside our normal selection and inspection process.

We are also not responsible for the delay or deficiency in services provided by agency, airlines, transport, hotel any provider of services, or / and any act or actions of co-traveller, co-passenger which may result in availing the following and / or their services on the tour.

REGISTRATION

The Tour Participant has been supplied with details for the Tour Arrangement and the Tour Brochure for the relevant year. The Tour Participant shall read the same carefully before filling and signing the Booking Form terms and conditions on Brochure. Booking Form, Payment Receipt shall be binding on the parties and shall constitute contract between the parties, on the Tour Participant signing Booking Forms and making payment towards part consideration of the Tour. Each Tour Participant shall sign the Booking Form. The signing of the Booking Form by the Tour Participant shall mean acceptance in totality of the Terms and Conditions contained herein by the Tour Participant. The company reserves the right to decline to Book any person or persons as Tour Participant for any Tour without assigning any reason whatsoever.

DEFINITION:

1. Tour Participant means the Person / Persons in whose name and/ or whose behalf the booking is made and/ or whose name is on the booking form, Proforma and Final invoice.
 2. Company means KUONI Travel (India) Pvt. Limited.
 3. Independent contractors means "any hotelier / hotel owner, owner of any airlines or shipping company or railway, Ferry boat owner/Operator, Cruise, Coach Owner/Operator or any other Person or Organisation who have been selected by the Company to render services to the Tour Participant".
1. There is no contract between the Company and the Tour Participant until the Company has received the appropriate non refundable deposit. The full payment must be received in accordance with the procedure laid down in the brochure under the heading "How to book." If not paid in accordance with the payment schedule the company reserves the right to cancel the booking with consequent forfeiture of deposit and apply scale of cancellation charges as mentioned in this brochure.
 2. The Company has the right at any time and for any reason:
 - a) To terminate the Contract after acceptance of deposit but prior to the Commencement of Tour without assigning any reason whatsoever. In the event, the Company terminates the Contract, the Company may refund the amount of deposit to the Tour Participant without payment of any interest.
 - b) To amend, alter, vary or withdraw any tour, holiday, excursion or facility it has advertised or published or to substitute an Independent Contractor of similar class if it is deemed advisable or necessary. In either case, the Company shall not be liable for any damage, additional expense or consequential loss if any suffered by the

Tour Participants or for any compensation claim.

- 2A It is the responsibility of the Tour Participant to hold valid travel documents such as passport and visas. In the event the application for visa made by any Tour Participant or by the company on behalf of the Tour Participant 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 liable or responsible for the same and the non-refundable deposit paid by the Tour Participant shall be forfeited and no claim whatsoever shall be made for the same. All cost, charges in respect of the said application for the visa shall be borne by the Tour Participant. However, in the event that the Tour Participant is unable to travel on the tour originally booked by them, due to rejection of the Visa by the concerned Embassy, the Tour Participant shall have the option to postpone his tour to another date or transfer his tour to any other tour and in such a case the transfer charges for the transfer of the tour shall apply.
- 2B **HEALTH AND INSURANCE**
It shall be the duty of the Tour Participant to inform the company at the time of booking the tour in case the Tour Participant has any medical condition that may affect his ability to enjoy and pursue fully the Tour Arrangements as per the itinerary mentioned in the Brochure. The company reserves the right, where appropriate, to ask the Tour Participant to submit written certification of his medical fitness before his departure. It is advisable that the Tour Participants acquire adequate insurance cover to secure their life, health and property. It may be noted that the Tour Cost does not include the Insurance Premium and that the Tour Participants shall have to acquire the same at their cost.

2C FORFEITURE OF DEPOSITS

The Company shall be within its rights to forfeit the non-refundable interest free deposit paid by the tour participant to the company along with the prescribed booking form duly completed with the request for confirming the seat (s) for the tour booked by the tour participants, in the event the tour participant cancels the booking or on failure on the part of the Tour Participant to adhere to the tour payment schedule or in the event the visa of any country (ies) is not granted or the Tour Participant is unable to travel on the tour booked by the tour participant due to any reason whatsoever, including medical ground or sickness, the non refundable interest free deposits shall stand forfeited, and the scale of cancellation as set out in the "How To Book" section of the brochure shall be applicable and binding.

3. No person including the Employee/s and the Agent/s of the Company in writing, has the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in this document. Assurance if any, which is contrary to the terms and conditions given by any staff member or agent of the Company, shall not bind the Company.
4. In the event of the Company exercising its rights to amend or alter any tour or holiday advertised in their brochure after such tour or holiday has been booked, the Tour Participant shall have the right:
 - a) To continue with the tour or holiday as amended or altered;
 - b) To accept any alternative tour or holiday which the Company may offer.

In either of these above cases the Tour Participant shall not be entitled to or the Company shall not be liable to the Tour Participant for any damage, additional expense, consequential loss suffered by

him or to pay any amount as refund.

- c) In the event that the company is unable to conduct a particular tour, the company shall at its own discretion refund the amount of the cost of the said tour to the Tour Participant without any interest on the same. The Tour Participant will not be entitled to make any grievance thereafter in respect of the same.
5. The Company shall, in no circumstances whatsoever be liable to the Tour Participant or any person travelling with him for:
 - a) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and/or damage or any kind of theft howsoever caused;
 - b) The temporary or permanent loss of or damage to baggage or personal effects howsoever caused.
 - c) Loss of baggage by the Airline.
 - d) Overbooking of seats by Airline.
 - e) Failure on the part of airline to accommodate passengers despite having confirmed tickets.In this condition the expression "howsoever caused" includes willful negligence on the part of any person.
- f) If in the event that the Tour Participant is booked on a particular airline on a particular date and due to certain reasons beyond the control of the Company the Tour Participant is not allowed to board the flight, the Tour Participant shall not hold the company responsible for the same and no claim whatsoever can be made by the Tour Participant against the company.
- g) The company shall not be responsible and/or liable for any damage or loss caused to the Tour Participant due to reasons beyond the control of the company (Force Majeure Vis Majeure).
6. No liability on the part of the Company arising in any way out of this contract in respect of any tour, holiday, excursion facility shall exceed the total amount paid or agreed to be paid for the tour holiday, and shall in no case include any consequential loss or additional expense whatsoever.

- 7a) If the tour participant has any complaint in respect of services provided by any of the independent contractors, the tour participant shall immediately notify the same in writing to the independent contractor and a copy thereof should be handed over to the Tour Manager of the Company in order to enable the Company to take up the matter with the independent contractor.
- b) Any claim or complaint by the tour participant must be notified to the Company in writing within twenty-eight days of the end of this SOTC Tour. No claim notified to the Company outside the period will be entertained and the Company shall incur no liability in respect thereof.

8. BAGGAGE

Tour Participants travelling by air will be subject to the airline restrictions/limitation on baggage weight/size/ number, currently, which for Economy Class is 20 kg per person except for flights to USA and Canada, where each passenger is permitted to carry Two Pieces of checked-in baggage and one Hand bag. All baggage and personal effects are at all times and in all circumstances the responsibility of the Tour Participant and company shall not be liable for the loss of baggage by the airline or whilst on the tour.

9. REFUND

The Company reserves the right to determine the quantum of refund payable in case of cancellation or amendment of a Tour due to Force Majeure or Vis Majeure. Such refund would be based on various factors like the number of participants, the

cancellation policies of suppliers like hoteliers, coach operators, etc. and the decision of the company on the quantum of refund shall be final.

Refunds (if any) for amendments and/or cancellation will be paid directly to Tour Participants by the company. It would take at least 45 days to process such refunds. In case the company exercises their discretion to alter, amend or cancel any tour advertised in the Brochure and the Tour Participant who has registered for such tour exercising the option to continue with the tour as altered or amended, or to accept any alternative Tour which the company may offer, the company shall not be liable for any compensation, damage, additional expense or consequential loss suffered by him/her or to pay any amount as refund to the Tour Participant.

There shall be no refund if the Tour Participant fails to join the Group at the commencement of the Tour, or joins the Group late or leaves the Group before culmination of the Tour. If the Tour Participant along with his family is compelled to discontinue the tour due to any reason such as illness or loss of passport or death, no claim shall be entertained for refund of unutilized services. There shall be no refund if the Tour Participants does not or cannot utilize any service included in the Tour Cost of the tour like meals, rooms, excursions, etc. nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers.

10. CONDITIONS OF TRAVEL

The Tour Participant will have to strictly follow the Tour Program. Those Tour Participants who do not travel with the group throughout the Tour shall under no circumstances be entitled to any refund. It shall be noted that for all purposes, it shall be the responsibility of the Tour Participant to reach the place of commencement of the Tour and register with the representative of the company at the appointed place, date and time. The Company is not responsible or liable if the Tour Participant does not reach the place of commencement of the Tour on time or prior to his departure, he loses his travel documents and / or baggage. In such a case, his booking will be treated as NO SHOW. Tour Participant shall not behave in a manner, which may cause distress, or annoyance to other Tour Participants or which may create the risk of danger or damage to property of the company, the other Tour Participants or others.

11. It is hereby declared that the immunities provided under this contract shall be available to the Company's Managers, including Tour Managers, Employees, Servants and Agents but not to the Independent Contractors selected by the Company.
12. Each of these conditions shall be severable from the other and if any provision be invalid, illegal or unenforceable the remaining provisions shall nevertheless have full force and effect.
13. It is a condition of Booking that you take out a Holiday Insurance from your local Travel Insurers.
14. The prices quoted in this brochure have been calculated at the rate prevailing at the time of printing of this brochure. The Company reserves the right to amend the prices published in this brochure in case of currency fluctuations, changes in the various cross rates of exchange, and/or fuel costs, before the date of departure and to apply surcharge accordingly. All such increases in price must be paid for in full before departure by the Tour Participant.
15. For all claims, disputes of whatsoever nature relating to the tours marketed/co-ordinated by KUONI Travel (India) Pvt. Ltd. the courts in Mumbai shall alone have exclusive jurisdiction.
16. All tours are subject to laws, rules of RBI/GOI.