

Terms and Conditions

1. Tour Contract

1.1 On booking with Indian Excursions Co (the "Company") and accepting the travel confirmation, the customer ("You") will be bound by a tour contract.

1.2 You can confirm a booking either in writing or orally (in person or by telephone). You can also register for all the participants listed, for whom You take the contractual responsibility just as you do for yourself, provided You have undertaken a separate responsibility through an explicit and separate declaration.

1.3 On confirming a booking either in writing or orally, You will receive a travel confirmation from your travel consultant. The contract is in effect on acceptance of the travel confirmation.

1.4 If the content of the travel confirmation deviates from that of the last trip proposal presented to You by your travel consultant, then the Company will present a new trip proposal to which it will be bound for the duration of 10 days, starting with the day on which it is presented. The contract is effective on the basis of the new trip proposal, if You declare your acceptance within the 10 day period mentioned above.

2. Payment

2.1 Upon confirmation of a booking, the Company will send to You a travel confirmation along with an invoice for the trip. The payment schedule is as follows:

2.1.1 10% of the total price of the trip must be paid as an advance to confirm a booking, immediately after receipt of the travel confirmation and invoice from the Company;

2.1.2 the remaining 90% of the price must be paid at least 30 days prior to start of the tour.

2.1.3 If the booking is made and confirmed within four weeks of departure, Conditions 2.1.1 and 2.1.2 above shall not apply and You shall pay the entire amount (100%) of the bill upon confirmation of the booking.

2.2. Upon receiving the final payment, the Company will send You all the hotel vouchers and other relevant travel documents required for the trip.

2.3 The payments above shall be made provided the tour can is not cancelled for reasons mentioned in Conditions 7.2. or 7.3 below.

3. Services

3.1 The services to be provided by the Company, which are contractually agreed upon, are those mentioned in the service description in the trip proposal and the details related to this shall be given in the travel confirmation which You will receive. The details contained in the trip proposal are binding upon the Company.

3.2 However the Company reserves the right to declare a change in the details before making the travel confirmation, of which the tourist is naturally informed before booking.

4. Change in services

4.1 Changes in or deviations from the individual tour services mentioned in the agreed contents of the travel confirmation, which become necessary after making the contract and which have been effected by the Company in good faith are allowed only as long as the changes or deviations are not significant and do not detract from the overall plan of the tour.

4.2 Any guarantee claims remain intact, if the changes in services are flawed.

4.3 The Company shall be obliged to inform You immediately regarding any changes or deviations in the service. If required, the Company will offer You a change in booking free of cost or cancellation free of cost.

4.4 In case, in the opinion of the Company, there is a significant change in an important service then You may withdraw from the contract without paying any charges or You may demand booking on at least an equivalent tour if the Company is in a position to offer such a tour without extra charges to You. You must exercise this right immediately after the Company declares the proposed change to your tour.

5. Withdrawal by the customer, changes in booking, substitutes

5.1 You can always withdraw before the start of the tour. The date of cancellation is the date on which the company receives notice of Your withdrawal.

5.2 Penalties related to the cancellation of a tour with the Company are summarized below. Cancellation Penalty Schedule:

indian excursions co.

- Cancellation 30 or more days prior to departure: You shall forfeit 20% of the value of the trip.
- Cancellation 15-29 days prior to departure: You shall forfeit 30% of the value of the trip.
- Cancellation 7-14 days prior to departure: You shall forfeit 50% of the value of the trip.
- Cancellation 1-7 days prior to departure: You shall forfeit 65% of the value of the trip.
- Cancellation / shortening of trip after start of trip: You shall forfeit 100% of the total value of the trip.

5.3 Until the start of the tour You can demand that instead of you a third person may be allowed to take over the rights and obligations of the tour contract. The Company can oppose the entry of the third person if he does not fulfill any particular travel requirements or if his participation is against the legal stipulations or official arrangements. If a third person enters into the tour then he and You will be responsible as joint debtors towards the Company for the tour costs and the extra expenses arising due to the entry of the third person.

6. Unused service

If You do not use some tour services due to early return or other compelling reasons, then the Company shall try to get compensation from the service providers for the expenses saved. This obligation is not applicable if these are wholly insignificant services or if the compensation is against legal or official regulations.

7. Cancellation of the contract due to extraordinary circumstances

7.1 If after signing the contract the tour is hampered, endangered or obstructed due to circumstances beyond one's control then the Company as well as You can terminate the contract. If the contract is terminated then the Company can demand appropriate compensation for the tour services already provided or to be provided for ending the tour.

7.2 Further, the Company has the obligation to take all necessary steps to bring You back, especially if the contract includes return journey. The additional costs for the return journey must be borne by both parties equally. In other cases, You shall bear the extra cost.

8. Liability of Indian Excursions Co

8.1 Within the framework of obligation of scrupulousness of an upright businessman the Company is liable as under:

1. Conscientious travel preparations;
2. Careful selection and monitoring of the service provider;
3. Correctness of the description of all the tour services mentioned in the trip proposal if the Company has not declared a change in the trip proposal before presenting the travel confirmation as per point 3;
4. Proper provision of the tour services agreed upon.

8.2 The Company is responsible for any fault of any person providing the service.

9. Guarantee

9.1 Remedial Measures

If a tour does not take place according to the contract, then You can demand remedial measures. The Company can refuse the remedial measures if it entails disproportionate expenses. The Company can also provide remedial measures in such a way that it provides an equivalent substitute service. The Company can refuse the provision of remedial measures if it entails disproportionate expenses.

9.2 Reduction in the tour cost

You can demand a corresponding reduction in the tour cost for the duration of the tour not made as per the contract. (Reduction). The traveling cost is reduced in proportion to the real value of the tour at the time of booking if it had taken place under proper conditions. No Reduction shall be given if You intentionally refrain from pointing out the defect.

9.3 Termination of the contract

If the tour is hampered significantly due to a defect and the Company does not offer any remedial measure within a reasonable period of time, then You can terminate the tour contract within the framework

of the legal regulations - in your own interest and for reasons of perpetuation of proof suitably through a declaration in writing. The same is applicable if You cannot undertake the tour as a result of a defect for an important reason known to the Company. You shall pay to the Company the portion of the tour cost for the services availed of, if these services were important to You.

9.4 Compensation

You can demand compensation irrespective of the reduction or the termination unless the defect in the tour was due to a situation, which was beyond the control of the Company.

10. Limitation of liability

10.1 The contractual liability of the Company for damages, which are not physical, is limited to three times the tour price,

1. if the loss to You is caused neither intentionally nor carelessly or
2. if the Company is solely responsible for the loss caused to You due to the fault of a service provider.

10.2 The Company is liable for the material damage up to USD 4.100.- for all damages claimed from the organizer for unauthorized action, which are not based on intent or negligence; if the three times tour cost exceeds this sum then the liability for material damage is restricted to three times the tour cost. These maximum sums of liability are applicable to each traveler and tour.

10.3 A claim for damage compensation against the Company is restricted or excluded insofar as a claim for damage compensation can be made against the service provider only under certain preconditions or is excluded under certain preconditions due to an international agreement or the legal regulations based on the same, which are applicable to the services provided by the service provider.

10.4 If the Company holds the position of a contractual airfreight carrier then the regulations of the air transport law in conjunction with the International Treaty of Warsaw, The Hague, Guadalajara and the Montreal agreement (only for flights to the USA and Canada) are applicable for the liability. These treaties generally restrict the liability of the airfreight carrier to death or physical damage as well as for losses and damages to the cargo. If the Company is a service provider in other cases then it is liable as per the regulations applicable in such cases.

10.5 If in case of sea journeys the Company is in the position of a contractual ship owner, then the liability is also according to the regulations of the commercial code and the inland navigation law.

11. Obligation to cooperate

11.1 You must cooperate in case of disruption in the service within the framework of the legal regulations, to avoid any damages or to keep them at a minimum.

11.2 You must immediately inform the local tour management about any complaints you might have. The management is authorized to provide remedial measures, if possible. If You intentionally refrain from pointing out a defect, then You cannot make a claim for reduction.

12. Disqualification of claims and limitations

12.1 You should submit any claims regarding non-provision of tour services as per the contract to the Company within one month after the end of the tour as per the contract. After the claim period You can submit a claim only if You could not adhere to the timeframe for reasons beyond your control.

12.2 Any claims that You might make as per §§ 651 c to 651 f BGB come under the statute of limitations in one year. The limitation begins the day on which the tour should have ended as per the contract. If the negotiations between the Company and You regarding the claim or the reasons based on the claims are suspended, then the limitation is held back until You or the Company refuses to proceed with the negotiations. The limitation starts 3 months after the end of the restraint.

13. Passport, Visa and health regulations

13.1 The Company takes the responsibility of informing the citizens of a country, in which the tour is offered, on the rules for passport and visa requirements as well as of any possible changes before the start of the tour. The relevant consulate will give information to citizens of other countries.

indian excursions co.

13.2 The Company shall not be responsible for timely issuing and access to the necessary visa by the relevant diplomatic agency, if You have authorized the Company to get the same, unless the Company is responsible for the delay.

13.3 You are solely responsible for adhering to all the regulations important for the tour. All disadvantages, especially the payment of withdrawal charges, which arise due to non-adherence to the regulations, are to be paid by You except if they are caused due to wrong or non-information by the Company.

14. Ineffectiveness of individual regulations

The ineffectiveness of individual regulations of the tour contract does not result in ineffectiveness of the whole tour contract.

15. Jurisdiction

You can sue the Company only at the place of its global headquarters in Ranthambhore, India. For complaints by the Company against You, your place of residence is valid unless the complaint is against persons, who have migrated from their place of residence or regular place of sojourn to a foreign country after signing the contract, or if their place of residence or the regular place of sojourn at the time of filing of a claim is not known. In such cases the jurisdiction in which the headquarters of the Company are located is valid.