



## Privacy Policy, Terms & Conditions

Please read these terms and conditions carefully before submitting your booking request. We strongly advise that you retain a copy of these terms and conditions for future reference.

### 1) DEFINITIONS

- 1.1) In these Conditions all references to “we”, “us”, and “our” refer to World Of Wonders Travel Pvt. Ltd. “Wow Holidays”
- 1.2) The terms “you” and “your” refer to the person who enters into a Contract with World Of Wonders Travel Pvt. Ltd. “Wow Holidays” for the provision of services.
- 1.3) “Infant” mean a person below the age of two years and “Child” mean a person of two or more years and below the age of twelve years.
- 1.4) “Contractor” / “Supplier” means supplier of any infrastructural facility and shall include hotel managements, airlines, caterers, restaurants, places of entertainment like theme parks, showrooms, museums, art galleries etc. shipping company, railway, ferry, cruise, coach who are to provide the services to the Traveler.
- 1.5) Tour means trip, package, holiday, course, or otherwise inclusive arrangement booked by you.
- 1.6) “Tour Cost” means the tour cost mentioned in the Booking form / brochures / online and other payments such as taxes, surcharges etc. payable by the agent/client to the Company.
- 1.7) “Brochure” means printed brochure, Website, itinerary, leaflets, booklet, Price Grid.
- 1.8) “Website” means [www.wowholidays.in](http://www.wowholidays.in) and “Web pages” means pages on the Website [www.wowholidays.in](http://www.wowholidays.in)
- 1.9) Written or in writing refers to any correspondence, either by email or by post, between you and World Of Wonders Travel Pvt. Ltd. or by notification on the relevant brochure, itinerary, leaflets, booklet website which is [www.wowholidays.in](http://www.wowholidays.in)

### 2) BROCHURE/WEBSITE ACCURACY DISCLAIMER

- 2.1) All the inputs in brochure and website have been done with the available information at the time of publication, however we are not responsible for any printing or typing mistakes.
- 2.2) As the brochure/website may have printed/made much earlier than your booking, we reserve all the right to change any information from the brochure/website.



2.3) We reserve the complete right to change any brochure/ website information before/after your booking the tour due to some unavoidable circumstances. We therefore ask you to confirm the current information by contacting us.

2.4) Note that the itinerary may have changed. The products and services displayed may have changed. The photos of meals / sightseeing / properties/vehicle etc. are for reference only and may differ from the actual. Hotels may have to be booked away from the City Centre.

### **3) CHANGES IN THE ITINERARY**

3.1) We reserve the right to alter, amend, change or modify the tour package and itineraries before or during the tour. We will make reasonable efforts to notify you promptly of such changes / events sufficiently in advance during booking or prior to departure of the tour. If such changes / events occur during the tour, our tour professional or local representative will inform you of the changes during the tour and we solicit your full co – operation in accepting such circumstantial changes. Therefore, no grievance regarding any itinerary / service change which we are constrained to make, will be entertained from the tour clients/ agents during or after the tour.

3.2) Changes may be necessitated due to factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sport, events, weather conditions, traffic problems, overbooking of hotels / flights, cancellation / re-routing of flights or railway, closure of / restricted entry at a place of sightseeing etc. Generally, we try to avoid dates when big Fairs, Exhibitions, Olympics etc. and other events are held in certain cities as hotels are fully booked several years ahead. If you have to travel on such dates, you may have to stay in alternate hotels or hotels in other cities.

3.3) Due to airline's requirements the points of entry and exit in a country may change. We may operate more than one coach per departure date and may for convenience reverse the direction or amend the itinerary.

3.4) Change in itinerary may also be required or necessitated on account of actions, inactions, defaults or condition of tour clients in the group / agent.

3.5) we shall not be liable to refund any amount or pay any compensation / damages on account of any change in itinerary. In case the alternate arrangements made are materially superior as compared to the ones described in the Brochure, we may charge extra for the same at the time of booking /during the tour or after completion of the tour.

3.6) On reaching Eiffel Tower, if there is a very long queue, we will be taking you to the Montparnasse tower (only in tours where Eiffel Tower entrance is included)



#### **4) BOOKING A TOUR**

4.1) Please read carefully and understand the contents of the Tour Brochure /website itinerary, the 'Terms and Conditions', Price Grid and such other documents as may be applicable, as all these will form part of your contract with us.

4.2) Upon executing the Booking procedure and on payment of the prescribed non-refundable interest-free booking amount, a binding contract shall come into existence.

4.3) We advise you to ensure, before making a booking, that you have and / or you will be able to provide all the required valid and genuine documents/details of all the travelers.

4.4) In the event you are booking through us a tour / travel / service of any third party operators, the terms and conditions of such third party operators, including their payment schedule, cancellation, refund etc shall be applicable to you in addition to these Terms and Conditions.

4.5) In case of one or more but not all tour clients named in the Booking, it shall be deemed that the signatories have been duly authorized by all such tour clients to sign on their behalf assuming full responsibility and accordingly it shall be deemed that all such tour clients have agreed on our terms and conditions.

4.6) Where travelers are booked through a travel agent, if such travel agent have booked the passengers through our website / through our representative, it shall be deemed that he has agreed on all our terms and conditions on behalf of all the tour clients named in the Booking, assuming full responsibility. It shall be deemed and construed that all such tour clients have duly authorized the said travel agent to confirm the booking with us on their behalf.

4.7) Please note that there is no contract between the Company and the tour clients(travelers) until the booking is done directly by the client/ travelers and the Company has also received the specified non-refundable interest free booking amount from them (client/ travelers).

4.8) The full payment must be received in accordance with prescribed payment schedule. If not paid in accordance with the payment schedule the company reserves the right to cancel the booking with consequent forfeiture of booking amount and apply scale of cancellation charges as mentioned in the brochure/ website / email.

4.9) Any payment that you make to your Travel Agent would not constitute payment to the Company until the same is remitted in the account of World of Wonders Travel Pvt. Ltd.



## 5) CANCELLATIONS

5.1) We preserve our right to revise or cancel the tour booked by you, without conveying any reason. Such revision or cancellation may be due to circumstances beyond our control. In such cases, we will offer you alternative tour dates / tours or you/your clients would have the option of traveling as individual travelers, not as part of the original tours. If the alternative date / tour is not acceptable or you/your client do not wish to travel as individual travelers, we would refund the money paid by you without interest after deducting any costs incurred by us on your behalf, within a period of forty five days from the date of revision or cancellation. However, we would not be responsible or liable to pay any reimbursement or damages or substantial loss or to refund any other expense incurred by you, if you cancel Booking.

5.2) If you wish to cancel your booking, you must inform us in writing/ cancel the travelers on our website. Such notification shall be deemed to have been given to us only on the date of the receipt of your letter/ request, since we can act only on receipt of your request.

5.3) The following cancellation charges shall apply irrespective of the reason for cancellation. You understand and acknowledge that these charges are a genuine preestimate of the damages that we will suffer on account of cancellation. You understand that these damages are called liquidated damages in legal language, which are payable without proof of actual damages. You agree not to dispute such deductions or to demand proof of actual damages.

### For Group Tours

- **Booking amount - INR 20000 non-Refundable**
- **25 to 35 Days prior to the tour date - 25% of the total tour cost**
- **16 to 24 Days prior to the tour date - 50% of the total tour cost**
- **9 to 15 Days prior to the tour date - 70% of the total tour cost**
- **within 9 days of the tour date - 100% amount is non refundable**
- **OR A 'No-show' on the tour, 100% Tour Cost in the following case will be non refundable even if no cancellation notice is issued by you or even if you have not cancelled the passenger on our website.**

### For Van Tour

- **Booking amount - INR 20000 non-Refundable**
- **38 to 45 Days prior to the tour date - 25% of the total tour cost**



- **23 to 37 Days prior to the tour date - 50% of the total tour cost**
- **15 to 22 Days prior to the tour date - 70% of the total tour cost**
- **within 14 days of the tour date - 100% amount nonrefundable**
- **OR A 'No-show' on the tour, 100% Tour Cost in the following case will be nonrefundable even if no cancellation notice is issued by you or even if you have not cancelled the passenger on our website.**

## **For Domestic and Other Tours**

**Contact our sales representative for actual cancellation policy.**

5.4) In case of visa rejection minimum 45 days prior of the tour date, you have to inform us along with the rejection letter, at that time we will only charge INR 7000 as administration charges + actuals if any and will refund the amount after charging applicable taxes on it.

5.5) If you fail to pay the tour costs in time or if you commit any other default in relation to your booking, we may treat such failure or default as a cancellation of the booking by you. In such case, the cancellation charges shall be computed with reference to the date on which we issue you a notice of cancellation.

5.6) If on your failure of payment or other default, no notice of cancellation is issued by us but your payment or default remains outstanding on the date of departure, the booking shall be deemed to have been cancelled by you without any advance notice, inviting the highest cancellation charge. You expressly agree to abide by the foregoing terms and conditions. If you change Booking

5.7) If you wish to amend or change your booking, you have to communicate your request to us in writing minimum 45 days prior to the tour date. Such requests for change or amendment will be accepted subject to availability. Please note that: (1) The altered or changed booking will be regarded as a new booking; (2) An alteration fee of INR **8,000** is payable in case of every alteration or change; and (3) In case the alteration is carried out within the cancellation period, then a cancellation charge shall apply as if a cancellation was made on the date the request for alteration or change is made. Please note the cancellation charges specified in the preceding section. Terms & Conditions shall apply. If you change from one tour to another

5.8) A request in writing for transfer from one tour to another 45 days prior to the departure will be treated as cancellation on that tour and a fresh booking on another. In these cases, a transfer fee of Rs. **8,000/-** per person will be applicable in addition to the costs for re-processing your visas, air tickets etc. if we have done anything, due to the transfer to another tour. In case you transfer within the cancellation period, then the cancellation policy will apply. Terms & Conditions shall apply.



## **6) REFUND and R.O.E**

6.1) Very Important: Once we receive payments from client / agents, we pay TCS on the same, as of now 5% TCS is applicable on the received amount. If you cancel the tour then TCS amount that we have paid to the government will not be refunded by us, In Invoice the amount of GST and TCS may be calculated on the cancellation amount on our website, however at the time of refund, our team will only process refund after deducting TCS amount that we have paid to the Government, irrespective of cancellation charges. The same can be settled by the payer in his Income Tax, for detail clarity and process, the individual can check with their Tax Advisor / Chartered account. World of Wonders Travel Pvt. Ltd. Will not be responsible for any dispute relating to TCS.

6.2) Refunds will be done only through the Original Mode of Payment.

6.3) Transaction processing charges will be borne by the user for using the payment Gateway, at the time of refund we will only refund the amount after charging cancellation amount as applicable of the tour cost. There will not be any refund of the Transaction charges for using payment gateway that agent / traveler has paid at the time of making booking / payment.

6.4) Refunds (If any) for Changes and / or cancellations will be paid directly to you for bookings made directly with the company's office. For bookings routed through our Preferred Sales Agent (PSA) or your Travel Agent, the refunds will be routed through them. It would take at least 30 working days to process refunds.

6.5) There is no refunds payable for any unutilized or partially utilized services (e.g. Airline tickets, Meals, Entrance Fees, Optional Tour, Hotel, Sightseeing etc.) The refund for the foreign exchange component of the tour will be refunded in INR only and will be at the current days rate of exchanges of as per company card rates.

6.5) Third Party refund i.e., airlines, cruise, overseas suppliers could take between "30 to 90 working days", provided relevant supporting are provided to the Company.

6.6) If a tour is cancelled by the Company, then all monies will be refunded after taking into consideration the actual expenses incurred for Visas, Airline, etc.

## **7) OUR EXTENT OF SERVICES**

7.1) We are travel and holiday organizers only. We inspect and select the services to be provided to you. However, we do not own, operate or control any airline, shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan or any other facility or provider etc. that is engaged to provide you services during the course of your tour. Therefore, please carefully note that: (1) you will need to adhere to the conditions, rules and regulations of each service provider. (2) If you cause any injury or damage affecting the service provider, then you may be liable to the service provider and if the service provider recovers any monies from us for such injury or damages, we shall separately charge you



for the same; (3) we cannot be held responsible / liable for any delay, deficiency, injury, death, loss or damage etc. occasioned due to act or default of such service providers, their employees or agents.

## **8) MEALS AND SPECIAL REQUESTS**

8.1) The menus are pre-set menus provided for meals on the tour. The types of meals are clearly indicated in the brochure/ website/ itineraries. Unlike an airline, we cannot provide a special meal.

8.2) we guarantee a special diet to the client, except to the extent mentioned in the brochure/website/ itinerary and preferred by you. We however reserve the right to change the meal arrangement if circumstances make it necessary to do so.

8.3) In the event of whatsoever reason the client misses any meal including breakfast offered to him by the company, then no claim can be made for the meal/breakfast, which he has missed and not utilized.

8.4) Special requests for room allocation, diet consideration on tour / cruise / flight etc. must be made in writing at the time of booking, but all such requests shall be subject to availability. The Company will not be held liable for claims of damages or significant loss if the company is unable to process such requests for want of availability.

8.5) Due to operational reasons, there is a possibility that we may give pack meal at some places

## **9) ACCOMADATION**

9.1) We select hotels which are convenient and comfortable, in order to reduce travelling time and more sightseeing, they may be located away from the city centre.

9.2) Also due to favorable conditions in Europe, most of the hotels do not have air conditioners / fans.

9.3) All baggage and personal effects are at all times and under all circumstances your responsibility. We will not be responsible or liable in case of loss of such items from the hotel premises / coach / Airport / flight/cruise etc. during travel or place of visit etc. Some hotels offer the facility of safe deposit lockers, which can be availed of by you at your own cost and risk. The company will not be liable for any loss/theft from the same.

9.4) Hotels in Europe have Some of the modern facilities like attached toilets with showers / bathtubs are provided and they may / may not have room service facilities.

9.5) We cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room / rooms on the same floor etc.



9.6) In Europe since the rooms are comparatively small, we would recommend only 3 persons 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 room for the night or rollaway beds.

9.7) A double room has either a single queen-size bed or two separate beds. If you request for a room with a queen-size bed, the same would be provided subject to availability as most of the hotel rooms in Europe are twin-bedded. In case of non-availability of a room with a queen-size bed, a twin bedded room would be given

9.8) The hotels will either be those shown in the itinerary or of the same category. Due to trade fairs and conventions in the cities the hotels may be blocked out for more than 2 years in advance. In view of this you may have to stay in hotels further away from the cities and itineraries may have to be altered/amended.

9.9) Facilities like mini bar, pay television channels, telephone etc are not complimentary and these facilities if used by the client have to be paid for by the client directly to the Hotel and such charges are not included in the tour cost. The client will have to abide by the check in /check out time of the hotel.

9.10) Any damages caused to the hotel rooms / Coach / place of visit etc. during your stay/tour/visit, shall be borne and payable by you/traveler, and the company will not be accountable for the same.

9.11) Company is not accountable if there is sudden disruption/ disorder of telephone, internet services, and other amenities while staying at the hotels. The company will also be not responsible for the facilities provided or not provided in the room/bathroom/hotel premises etc. by the Hotel or its staff.

9.12) Actions of hotel staff does not come under the direct purview of the company and the company will not be responsible for the same.

9.13) Breakfasts taken before 07:00 hours may incur supplementary charges, or a Boxed Breakfast will be provided. No reduction in the price will be provided for missed breakfast.

## **10.) COACH / VAN AND SEATING**

10.1) We generally take air conditioned/air-cool coaches/ van at times due to weather extremity; the air condition may not work or will not be much effective we are not responsible for any malfunction/defect in the coach or even the behavior of the coach captain.

10.2) As far as seating is concerned it will be on rotation basis for which our tour professionals will assist the travelers.

10.3) Some of the coaches may have the facility of WC. But which can be availed in extreme condition only.

10.4) Company will not be responsible in any way for lost valuables left behind in the coaches / van.





10.5) The coach/van drivers are bound by restrictions regarding maximum driving hours per day and per week and the itineraries are planned according to that. It is necessary that you should follow the timings/itineraries/schedules to make sure that all the services entitled will be provided. If due to anyone if the same gets interrupted there will be no responsibility from our side and shall not be liable for any kind of refund.

10.6) Please note that smoking, consumption of alcoholic beverages and snacks is strictly prohibited on coaches/van.

10.7) Damage to the coach/van in any form from the traveler is payable to the bus company by the traveler.

10.8) It is suggested to carry One check in bag and one hand bag per person only, due to limited boot space in the coach/van.

10.9) In Europe Group Tour: Touring coaches are at the disposal of the group every day and only for the services stipulated in the itinerary, however, use of the coach is limited to a maximum 12 hour period per day. As per E U regulations, the driver may drive for a maximum of 9 hours only, within the total 12 hours at disposal. After a 4.5 hours' drive, the driver must have a break of 45 minutes. Thus, if the group commences use of the coach at 8.00 am, they must be back at the hotel by 9.00 pm and so on. Drivers must have a mandatory minimum of 11 hours consecutive resting period overnight. So if the group returns to the hotel at 10:00 pm the driver cannot commence driving again until 9:00 am the following day. Tour hours must not contravened beyond the legally permitted hours.

10.10) As per EU Laws, all passengers, including children of any age, must be seated & wear a seat belt provided when using any coach service.

10.11) In the event of a breakdown of a coach/van on a touring holiday, our liability will be limited; if, for any reason we cannot provide a replacement coach and that you miss out on a significant attraction we will reimburse the amount which we have paid to the supplier, though we will endeavor to replace the coach at the earliest. However sometimes delays will occur due to many reasons beyond our control. In this event we are also entitled to use a replacement coach that we deem fit to conclude the rest of the journey. The replacement coach may or may not have the same amenities as the original coach.

10.12) In Europe Van Tour: Touring Van are at the disposal every day and only for the services stipulated in the itinerary, however, use of the vehicle is limited to a maximum 11 hour period per day. As per EU regulations, the driver may drive for a maximum of 8hours only, within the total 11 hours at disposal. After a 4.5 hours' drive, the driver must have a break of 45 minutes. Thus, if the group commences use of the vehicle at 8.00 am, they must be back at the hotel by 7.00 pm and so on. Drivers must have a mandatory minimum of 11 hours consecutive resting period overnight. So if the group returns to the hotel at 10:00 pm the driver cannot commence driving again until 9:00 am the following day. Tour hours must not contravene beyond the legally permitted hours.



## 11) AIRLINES

11.1) In any situation we are not liable to you or any person for loss of baggage by the airline, failure to provide meal of your choice by the airline, denied boarding despite having confirmed tickets and visa, quality of meals offered by the airlines, flight delay, change in flight schedule/routing or you miss the flight etc.

11.2) If in the event that the client is booked on a particular Airline on a particular date and due to certain reasons beyond the control of us, the client is not allowed to board the flight, the client shall not hold us responsible for the same and no claim whatsoever can be made by the client against the us.

11.3) Airport taxes / Airport Development Fee as applicable to be paid over & above the Tour Cost should there be a rise post the printing of the brochure. All the booking / cancellation / change of the airline ticket and the travel on such airline ticket will be subject to the terms and conditions of respective Airlines and the same may be provided to the client by us upon request, if available.

11.4) Every airline has their own set of rules and regulations about the weight restrictions and they keep on changing this regularly. You are requested to please check the updated baggage rules of the individual airlines. please check with our sales staff for correct details **if we have issued your ticket.**

11.5) We are not liable, in any way, if you are unable to carry any baggage or if you have to pay any extra-charges due to restrictions imposed by the airline. You shall be liable to pay all such charges directly to the airline. Also, we are not liable for any loss or damage to baggage while it is in the custody of the airline.

11.6) It may be possible traveler are booked on a group fare ticket (if we have issued flight tickets), please note that seat allotment will be made only when traveler physically report at the airport check in counter. Travelers are advised to report at the airport check in counter at least 3 to 4 hours prior to the departure time. Seat allocation is a matter of airlines discretion and availability of seats is not in the control of World of Wonders Travel Pvt. Ltd. So we shall not be held responsible if you do not get seats together or do not get your preferred seats.

11.7) In case you are returning on a later date after the tour ends, the responsibility / liability to re-confirm air tickets 72 hours prior to the departure would be solely yours.

11.8) Please check baggage policy with your sales staff if we have issued the flight tickets.

11.9) Most of the Airlines in USA have announced a revised check in bag policy, where in they will implement a \$25 to \$30 service fee for the first checked bag and \$35 to \$40 service fee for a second checked bag per sector. This will apply to all flights within the U.S & is also applicable for the clients who are booked & traveling on our group tours. Travelers must pay directly to the airline for the check-in baggage, at the airport with a credit card or cash. However, airline policies keep changing, hence please confirm the same prior to departure.



## 12) DEVIATIONS

12.1) If you wish to travel in advance i.e., before the published departure date as mentioned in the brochure/website or like to come back on a later date after the tour ends, there will be an additional charge as per the airline that will be applicable if flight tickets are included in your package (subject to availability of seats for the given dates & ticket validity) which will be advised to you by your sales staff /travel agent. If some cancellation charges are applicable then your sales staff will let you know.

12.2) The request for deviations should be given in writing to the company at the time of booking as these requests are subject to availability and we are not holding seats for the same.

## 13) CURRENCY AND TRAVEL CURRENCY CARD:

13.1) Currency cards are a safe way to carry money & it can easily be used at majority of the places. So take your money partly in currency & partly in Travel Currency Card. It can be replaced if they are stolen or lost, provided you have the alternate card with you. Travel Currency Card, which is by far the safest way to carry money and make payments. The card gives you anytime access to your cash at over approx. 8,00,000 VISA/ VISA PLUS ATMs and in any denominations, you wish to withdraw. This card is also accepted by over 12 Million Visa Electron Merchant Outlets across the world.

## 14) PAYMENTS

14.1) All payments towards the tour cost must be made by the client/agent to the company in accordance with the procedure and time frame mentioned herein below. All payments made within 25 days prior to the tour departure date will have to be paid through NEFT/ RTGS.

14.2) The PAN Card copy of all the travelers are Mandatory, A minor (below 18 years) can submit his parent Pan card copy if he is not having Pan Card.

14.3) Payments made towards the foreign exchange component of your tour will be calculated as per the ROE (rate of exchange) which will be valid on the day of making final payment as per our card rates.

The foreign exchange component of the tour cost entitled under one's Basic Travel Quota (BTQ) is mandatory to be availed from the Company. Tour cost is payable in EURO/USD/GBP/CHF/Etc. out of your BTQ entitlement of the passengers. The client is required to pay the total tour cost component in Indian Rupees.

### Payment Procedure:

Minimum Per Person Payment to be made by the client / agent.

#### 14.1) In Group Tour

- At the time of booking, we will need INR 10,000/- (Booking Amount)



- Prior to Minimum 45 days of the tour date, we will need 100% payments in our account.

#### 14.2) In Van Tour

- Booking amount is INR 20000 Per person
- Prior to 45 days of the tour date, we will need 100% payments in our account.

#### 14.3) In Domestic and Other Tours

Please check with our sale representative.

14.4) Full payment must be made in accordance with the procedure stated above. In case of non-compliance thereto by the client/agent, the company reserves a right to cancel the tour/booking of the client/agent with subsequent loss of deposit and apply and recover the cancellation charges as mentioned herein.

#### 15) HEALTH AND INSURANCE:

15.1) It shall be the duty of the Traveler to inform the Company in case the Traveler has any medical condition that may affect his ability to enjoy and pursue fully the Tour Arrangements and wherein the interest of the Group or any member thereof is prejudicially affected. Pace of certain tours might not be suitable to individuals. Hence we suggest that individuals may choose tours as per their health conditions.

15.2) The Company reserves the right to ask the Traveller to provide written certification of his medical fitness before departure. In the event that a medical condition has not been disclosed the Company will not be liable to provide any assistance or money back if any.

15.3) It is necessary for the Traveller to obtain a valid travel/ health insurance prior to the commencement of the tour and the company will not be responsible for the same. Settlement of the claims will be entirely at the discretion of the insurance company.

15.4) The tour participant should check the accuracy and correctness of the insurance policy.

#### 16) PRIVACY OF INFORMATION

16.1) The information furnished and shared to us by you will be totally treated as confidential and will share only the necessary information with airline, hotels and other service providers who will provide the services to client during the tour. However we may be forced to disclose the information furnished by you/traveler, if such disclosure is required by the law or by an order of a court or the rules, regulations or enquiry by any government / statutory agency having regulatory authority over the Company.



## **17) COMMUNICATION:**

17.1) Any communication directed at the address or made through/on the contact details such as e-mail id, cell phone /telephone no./fax no. of the Traveller as disclosed by the agent through whom the Traveller has made the bookings with the company shall be deemed to have been communicated to and received by the Traveller. The Company shall not be responsible for any error on part of mode of communication or the Travel Agent in this regard.

## **18) SOME OTHER CONDITIONS FOR TRAVEL**

18.1) Any Traveller will have to follow the Tour Program and return to India as per the tour itinerary. There shall be no refund, if the Traveller fails to join the group at the beginning of the tour, or joins the group later or leaves the group before end of the tour. It shall be noted that for all purposes, it shall be the responsibility of the Traveller to reach the place of beginning of the Tour and register with our representative at the said place, date and time.

18.2) Even if a Traveller is unable to reach the place of beginning of the tour due to any reason whatsoever including loss of baggage or loss of travel documents, his booking shall be treated as “no show” on the tour and 100% cancellation charges will be levied.

18.3) In case if a Traveller along with his family is compelled to discontinue the tour due to any reason whatsoever including illness, death or loss of passport or any travel documents, no claim shall be entertained for refund of unutilized services.

18.4) If a Traveller avails pre - tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to join the group for the main tour at the appointed place, or cancels the tour after using the air tickets or pre - tour arrangements or part thereof, it shall be treated as “no show” and there will be no refund whatsoever for the unutilized pre-tour or main tour services.

18.5) 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. No liability on the part of the Company arising in any way out of the Contract in respect of any tour, holiday, excursion facilities 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.

18.6) The Company, reserves the right to withdraw tour membership from anyone whose behavior is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other passengers and the Company shall be under no liability to any such person. 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.



18.7) The prices quoted in this brochure/website have been calculated at the rate prevailing at the time of printing of this brochure/ making of website. The Company reserves the right to amend the prices published in this brochure/ on website in case of currency fluctuations, changes in the various gross rates of exchange, and/ or fuel costs, special/high season charge levied by the suppliers, hike in the airline/rail charges before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before the Departure by the Traveller.

18.9) If you book with your own travel agent and your booking with that agent includes, but is not limited to World Of Wonders Travel Pvt. Ltd. arrangements, your contract is with your travel agent and World Of Wonders Travel Pvt. Ltd. is simply an agent to your travel agent

18.10) In case of publication of any travel scheme offering any discount or benefit by the Company, it shall have the sole right to withdraw such a scheme or discount at any time unless a specific assurance of the contrary is published.

18.11) The company shall in no circumstances whatsoever be liable to the Traveller for:

i) Any over stay expenses due to delay or changes in bus/ air/ trains / ship/ or cancellation of special bogie or other services due to sickness, weather conditions, strike, war or any other cause whatsoever.

ii) Sightseeing missed & / or program being cancelled after the commencement of the tour & before the due period due to any unavoidable situations which are beyond our control.

iii) Any Loss/Damage of baggage by the Airlines/Hotels/ Coach.

18.12) Initial deposit just ensures only registration/participation on the tour but does not entitle any services like Tickets, Visas, and Hotel Accommodation until full payment has been received.

18.13) In the case of one or more but not all passengers signing 'Booking Form' / agree on terms and conditions on our website, it shall be deemed that others have duly authorized concerned signing passenger/(s) or / accepting terms and conditions on our website.

18.14) We cannot endow with individual aid to any of the tour member for walking, dining, getting on & off from any of the transport vehicle or other personal needs. So it is indispensable that a qualified companion must accompany such traveler who needs such assistance. In the absence thereof, such traveler will be joining the tour on his own risk and consequences.

18.15) The Traveller/Traveler must have his/her passport valid for at least 6 months subsequent to such departure.

18.16) Company solely reserves the right to publish group photographs of the passengers taken during the tour.



18.17) Distance, temperature & pre/post tour accommodation prices given in the Brochure / website are approximate & are subject to change.

18.19) Photo of meals & sightseeing published in the Brochure / website are only for reference & may change from actual meals served/ sights.

18.20) In case company offers any adventures activities then it is significant to note that all the passengers should enjoy such activity/ ride at their own risk as such kind of adventure might be risky at times especially for heart patients, expecting women, people with Blood Pressure etc.

18.21) Group tour will be operated subject to a minimum of 25 full paying passengers traveling together. The services of WOW Tour Professional will be provided with a group of minimum 25 full paying passengers. Our local representative will be there to assist you in case the above requirement is not fulfilled. When the tour has less than 15 adults and is operated on seat-in-coach basis, there will be instances where the drivers act as a guide and there may be supplement charges applicable over and above the tour cost.

18.21) Tours will only operate subject to Government rules and regulation, if there is an immediate lockdown, global pandemic, acts of God, riots, wars, accidents, embargo, terror attacks, coup strike, natural calamities, quarantine and due to the above reasons if the tour cancelled then World of Wonders Travel Pvt. Ltd. will not be responsible and if any expenses need to be paid for the cancelled services it has to be borne and paid by the traveler / travel agent.

## **19) OTHER TERMS**

19.1) There is no Contract between the Us and the Traveler/ agent until we have received the initial deposit of as per our condition in our account and we give them confirmation of the tour.

19.2) The company has the right at any time and for any reason:

- To terminate this contract after acceptance of deposit but prior to the Commencement of Tour without assigning any reason whatsoever. In the event, the company terminates this contract, the company shall refund the amount paid by the Traveler without payment of any interest.
- To amend, alter, vary or withdraw any tour, holiday, excursion airline, flight routing or facility or discounts / concessions 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 suffered by the Travelers or for any compensation claims made.

19.3) No person other than the company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation, term or condition in the brochure / website.



19.4) In the event of the company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such tour or holiday has been booked, the Traveler shall have the right:

- To continue with the tour or holiday as amended or altered or,
- b) To accept any alternative tour or holiday which the company may offer. In either of these above cases, the Traveler shall not be entitled to, or the company shall not be liable to the Traveler for any damage, additional expense, consequential loss suffered by him or to pay any amount as refund.
- c) To cancel the tour, in which event the cancellation charges as stated herein shall apply and the Traveler will be liable to pay to the company such charges.

19.5) The company shall in no circumstances whatsoever be liable to the Traveler for:

- a) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and / or damage or any misadventure howsoever caused.
- b) Any act, omission, default of Independent Contractor or other person or be any servant or agent, employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the Traveler or for any person travelling with him howsoever caused.
- c) The temporary or permanent loss of or damage to baggage or personal effects howsoever caused. In this condition the expression "Howsoever caused" includes negligence on the part of any person.

19.6) a) If the Traveler has any complaint in respect of the services provided by any of the Independent Contractors, the Traveler shall immediately notify the same in writing to the Independent Contractor and a copy thereof should be handed over to the Tour Professional of the company in order to enable the company to take up the matter with the Independent Contractor so that in future other Travelers do not face the same difficulty.

b) Any claim or complaint by the Traveler/travel agent must be notified to the company in writing within 7 days of the end of this holiday tour. No claim notified to this company beyond this period will be entertained and the company shall incur no liability whatsoever in respect thereof.

19.7) The tour is subject to RBI / GOI rules & regulations.

19.8) Force Measure - Unavoidable The Company shall be excused from the performance or punctual performance of any of terms and conditions/ services/tour or part thereof as above, if the performance thereof is prevented or delayed by any cause beyond the reasonable control of the company, which shall include acts of God, riots, wars, accidents, embargo, terror attacks, coup strike, natural calamities, quarantine or requisition (acts of government), or delays/negligence/carelessness in the performance of the independent contractors caused by any such circumstances as referred herein. Any additional cost incurred by the Company, for the services provided to the Traveller, during the Force Majeure event, shall be borne and paid by the Traveller / Travel agent.





19.9) Please Note that World of Wonders Travel Pvt. Ltd. (“WOW”) is into Business to Business module and the Travel agent is a customer to WOW. There is no privity of contract between WOW and the end customer. Hence under no circumstances will WOW Holidays be held responsible for any grievance of the end customer

19.10) For any issues or redressal of any grievances, passengers/ end customers should approach their Travel agent only from where they have booked their tour

19.11) All dispute/complaints with respect to these terms and conditions, the tour and services shall be subject to exclusive jurisdiction of Bombay High Court at Mumbai

19.12) WOW Holidays reserves the right to claim from the passengers, any additional expenses incurred due to delay or changes in the schedule of trains, flights, coach, cruise or other services

19.13) WOW Holidays reserves the right to change any itinerary for operational reasons and reasons beyond the control of WOW Holidays due to Force Majeure related to weather conditions, strike, etc.

19.14) Tours are operated subject to Reserve Bank of India / Government of India regulations

19.15) WOW Holidays, explicitly reserves the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty. WOW Holidays is under no obligation to provide services to a customer at an incorrect (lower) price, even after customers have been sent confirmation of their booking.

19.16) Kindly also check the standard World of Wonders Travel Pvt. Ltd. Terms & Conditions and notes mentioned in the itineraries and the same is also applicable along with the mentioned conditions, as for every tour the terms and condition may change.

19.17) Upon signing the booking form / accepting our term and conditions on our website/ through our sale representative, these terms and conditions shall be binding on both the company and the Traveler/ Travel agent and shall become the only basis of relations between the parties and all previous communications in whatsoever form or mode, whether oral or otherwise, with respect to any term or conditions of the tour and services shall stand cancelled /revoked/terminated. On behalf of the persons named in the booking, I have read and understood the terms and conditions as mentioned here in above and as mentioned in the Brochure/ website/ in Itinerary.