

Terms & Conditions

Booking Agreement

Please read these terms and conditions carefully. These conditions, along with the other information in our brochure or on our website set out the terms and conditions of the contract between you and South India Tours Limited and show your and our contractual obligations to each other.

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales.

When mentioned in these conditions the term **Holiday** refers to accommodation, transport and other holiday services (excluding resort booked excursions) described by us that you book in the UK with us. **Excursions** include, but are not restricted to, any sightseeing trips or other tours attended during the holiday for which additional payments are required.

Booking procedure

a) Bookings must be made on the booking form and sent to us, or through Highworth Travel.

b) Bookings will only be accepted from an adult member of the party. We are entitled to assume that the person making the booking has been authorised to do so by the other passengers and therefore accepts this agreement on behalf of all members of the party.

c) Should you have any special requests which do not form part of the contracted services these must be advised to us in writing at the time of booking and will be shown on your confirmation. We will advise hotels of your requests but cannot guarantee that they will be met. Any additional costs involved should be made locally unless otherwise stated. Any special requests made after booking may incur an administration fee.

d) A confirmation invoice will be sent to you on receipt of your deposit. The contract between us comes into force when (but not before) the invoice is issued. Please contact us if you have not received your invoice within ten days of making your booking.

Deposit and final payment

A deposit of £100 per person must be paid with your booking. The balance of the cost of your holiday must be paid at least 8 weeks before departure. If the deposit and/or final balance are not paid on time then we shall cancel your holiday arrangements. If the balance is not paid on time we shall retain your deposit.

Insurance

We will not accept a booking without a valid insurance policy. Insurance should always be taken out at the time of booking as you are at risk from the moment your deposit is paid to us. If you do not make appropriate insurance arrangements South India Tours Ltd. will not be liable for any losses or expenses which you may incur for claims which might normally have been covered by insurance in respect of circumstances for which we are not responsible.

Surcharges

We reserve the right to alter the price of any holiday in our brochure or on our website. You will be advised of the current price of the holiday at the time of booking.

Changes in exchange rates means that the price of your holiday may change after you have booked. However, there will be no change within 30 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of your holiday price (excluding any amendment charges), there may be a charge for any further increases up to 10% of the value of your holiday.

Should the price of your holiday go down by more than 2% due to changes in exchange rates then you will be refunded the appropriate amount. However, please note that some apparent changes may not impact on the price of your holiday due to contractual and other protection in place.

Alteration or cancellation of booking by you.

a) If you request changes to your holiday after we have sent an invoice we will do our best to accommodate you but that may not always be possible. Requests for alterations must be made in writing by the person who booked the holiday. There will be an administration charge of £25 per person plus any additional costs which we may incur in making the changes. An alteration is deemed to be a correction or enhancement of your existing holiday, major changes (including for example changing dates, substituting destinations or in any other way significantly altering the holiday) will be

deemed a cancellation and charges will apply (see below).

b) If you alter any arrangements during your holiday we will not be liable for any expenses you incur, nor be obliged to refund any payment for unused services or accommodation.

c) Should any member of your party wish to cancel their holiday we must be informed in writing by the person who made the booking. We will charge cancellations fees according to the table below (you may be able to claim some of this through your insurance). If one member of the party cancels the remainder will be liable for any extra charges incurred (e.g. a single room surcharge coming into effect). The person who cancelled will still be liable for cancellation charges as shown below.

Number of days when we received a notification	Amount of charges as a % of holiday price
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+56 days	Deposit only
56-43 days	50%
42-29 days	70%
28-15 days	80%
14-8 days	90%
7 days or less	100%

d) If you are unable to take your holiday you may transfer it to someone else subject to the approval of all interested suppliers. If you transfer the booking before paying the balance due you will still be liable for it if the transferee fails to pay.

Alteration or cancellation of booking by us

a) Although we make every reasonable effort to avoid doing so, occasionally we may have to make significant alterations to your holiday arrangements and we reserve the right to do so at any time. You will be informed of such changes as soon as reasonably possible and given the choice of accepting the changed arrangements or receiving a full refund. Significant alterations could include a change of resort area or accommodation type.

b) If an alteration is deemed necessary by us due to circumstances beyond our control no compensation is payable. If we make a significant alteration for any other reason, or have to cancel your holiday for any reason (not your fault or not due to circumstances beyond our control) compensation will be offered as below:

Number of days before departure	Compensation per person
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+56 days	nil
43-56 days	£10
29-42 days	£20
15-28 days	£30
0-14 days	£40

b) In exceptional cases we may have to cancel your holiday. In such a case you will be offered an alternative holiday or a full refund.

c) If we are forced to cancel your holiday due to circumstances beyond our control no compensation is payable.

In this contract Circumstances beyond our control can include for example, terrorist activity and its consequences, war, industrial dispute, riot, natural or nuclear disaster, fire, weather conditions etc.

Travel delays

Travel may be disrupted due to bad weather, technical problems or other circumstances, in such cases we are not obliged to refund any payment for unused accommodation or services.

Brochure accuracy

At times facilities which are advertised on our website or in our brochure may be withdrawn for such reasons as maintenance, adverse weather or lack of demand. Outside of the peak season it is common for some facilities and services to be less widely available in resort destinations. We have no control over availability and pricing of local activities such as water sports. There may be charges for some services and facilities at hotels (for example safe deposit boxes)

Our liability

a) We accept responsibility for the proper performance of the services which we have contracted to supply. If they are not provided in a reasonable standard according to local minimum standards due to the fault of our employees, agents or suppliers and this affects the enjoyment of your holiday we will pay appropriate compensation. We will not be

liable if the failure of performance of the contract was due to you, a third party not connected with the provision of your holiday, unforeseen and unavoidable circumstances or circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. In circumstances where we are not at fault we will offer such prompt assistance as is deemed reasonable in the circumstances.

b) Our liability, except in cases involving injury, illness or death, shall be limited to twice the cost of your holiday. Our liability shall also be limited by any relevant convention, for example, the Paris Convention in respect to the provision of accommodation and any other relevant Conventions which limit the amount which you can claim for death and injury. We are to be regarded as having all benefit of any limitation of compensation contained in this or any conventions.

c) Compliance with passport, visa and other immigration requirements are your responsibility, you should confirm these with the relevant embassies. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

d) We accept responsibility (as limited by the previous sections of this clause) for the holiday sold to you and detailed on your confirmation.

We shall not be responsible for any tours or excursions which you may choose to book and pay for whilst on holiday which are not part of our agreement. For such tours and excursions your contract will be with the local operator and not with us. We are not responsible for the provision of the tour or excursion or for anything that happens during said tour or excursion provided by the local operator.

Your responsibility

We want all of our customers to have an enjoyable, carefree holiday so please be aware that your actions may affect others. If we, or another person in authority, believe that your actions could upset, annoy or disturb other customers, our staff or our suppliers, or put them in any risk of danger, or damage property then we reserve the right to terminate your holiday. You and your party will be prevented from using your accommodation, transport and any other facilities which constitute part of your booking and we will not be liable for any compensation, refund or other costs which you may have to pay.

You are also responsible for your own safety and the condition of the property which you occupy. We are not responsible for any accidents which occur in or around swimming pools due to inappropriate or irresponsible behaviour.

We expect that you will enjoy your holiday with us and appreciate that that enjoyment may involve the consumption of alcohol. You are, however expected to drink responsibly and we will have no liability to you for any injury, loss or damage you suffer as a result of your judgement being impaired wholly or partly by alcohol.

We will hold you and the members of your party jointly and individually responsible for any damage to the accommodation, together with any legal costs we incur in pursuing a claim. It is your duty to report any breakages, defects or damage to an appropriate person immediately.

Complaints

We appreciate that in spite of our care problems may arise. If you have any complaint about any aspect of your holiday you must report it at the earliest opportunity to our local representative, failure to do so will not enable us to attempt to rectify the problem at the time and may affect your rights under this contract. Should you feel that matters have not been satisfactorily resolved for you locally please write to South India Tours Ltd within 28 days of your return home. Please keep your correspondence concise and to the point to assist us to quickly identify your needs and make a speedy response.

This contract is made on the terms of this agreement which is governed by English Law and in the jurisdiction of the English courts. You may, however choose the jurisdiction of Scotland or Northern Ireland if you so wish.

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All information correct at time of printing. This brochure supersedes previous editions.