

PAPILLON - Booking Terms & Conditions

PAPILLON is marketing and / or co-ordinating package tours (hereinafter for sake of brevity referred to as "Tours") under its brand name PAPILLON.

DEFINITION

You / Client / Customer / Tour Participant: means the person/s in whose name and/or on whose behalf the booking is made and/or whose name is on the Booking Form and invoice.

We / Company: means PAPILLO. Infant / Child: An 'Infant' means a person below the age of two years, and a 'Child' means a person from the age of two and below the age of twelve years.

Independent Contractor: means supplier of any infrastructural facility and shall include hotel managements, airlines, caterers, restaurants, places of entertainment like theme parks, museums, and the like, railway, ferry, cruise, coach or any other person or organization selected by the Company to render services to the Tour Participant.

Company's tours are sold subject to the following Terms and Conditions, as well as 'How to Book Your Tour' rules and the contract between the Company and the Tour Participant shall be governed by the same. No person including the employee/s and the agent/s of the Company even in writing has the authority to alter, amend, modify or waive any stipulation, representation, term or condition set forth in this document. Also, assurance of any service or facility given by any employee/ agent of the Company, which is contrary to what is set forth in the brochure/Website/website, price grid, and invoice, shall not be binding on the Company under any circumstance whatsoever.

All tours are subject to prevailing laws, rules of RBI/GOI.

Rights of admission to the tour expressly reserved.

WEBSITE / BROCHURE ACCURACY

We strive to make the contents of the brochure/Website as accurate as possible and print it much ahead of actual travel period. It describes services/amenities that are available under normal circumstances. However events, circumstances and factors beyond our control like traffic, bad weather, fairs, festivals, strikes, change of management/closure of hotels/restaurants, over booking of hotels/flights, cancellation/ re-routing/rescheduling of flights, rail or roadways, closure of / restricted entry at a place of sightseeing can affect the availability of services and necessitate change of routes/ itineraries. It may even necessitate stay in hotels in alternate city/ies or away from the one mentioned in the brochure/Website. While every effort is made to maintain our services and follow the itinerary in the brochure/Website, in few unavoidable instances we reserve the right to alter, amend, change or modify the Tour Package, Itineraries, Tour Schedule, Travel Plan, Sightseeing and the like. Where we come to know of the changes/events sufficiently in advance we will notify you during booking or prior to departure. Otherwise our tour manager or local representative will inform you of the changes on the spot 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 Participant during or after the tour.

SCOPE OF ACTIVITY

The Company is a travel and holiday organizer. We do not own/control/operate any Airline, Cruise lines, Railways, Coach Company, Hotel or any other independent contractor or service provider in relation with services mentioned in this brochure/Website. Though we select all the ingredients, independent contractors, service providers for your holiday with due care we cannot assume responsibility for delay, deficiency or default if any in the services of such independent contractors, service providers, their management or staff leading to any injury/death/loss/damage to property or any such eventuality which do not fall within the scope of our normal selection and inspection process whilst engaging them. We are also not responsible for delay or deficiency in services of all independent contractors/service providers that may be borne out of any act or actions of co-traveller, co-our participant which may result in Tour Participant not availing some or all services on the tour as per brochure/Website.

HOTEL

Hotels selected for each tour is set out in the brochure/Website. As you will be outdoors most of the time sightseeing, we select hotels which are comfortable whilst keeping cost down. We take extra care to select hotel locations in either the city centre or away from it depending on the tour journey and availability. Hotels do not have air conditioner or fan due to favourable weather condition. As hotel rooms are smaller, we recommend maximum 3 persons in a 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.

CHILD ACCOMMODATION (UNDER 12 YRS)

It is expressly stated and it be understood that any child below 12 years paying the special 'without bed' rate will not be provided bed in the hotel under any circumstance. In case the Tour Participant on his own makes a change in rooming while on tour the Company will not be bound to refund or pay compensation towards such change/s. If any such change in rooming by the Tour Participant attracts additional charge, he/she shall be bound to directly pay the same directly to the hotel concerned.

MEALS

Breakfast / lunch / dinner wherever provided on tour is on pre-set menus. The meal type is clearly indicated in the brochure/Website. Unlike an airline, we cannot process request for special meal or specific diet. However, if Tour Participant intimates this while booking and if it is feasible, we will try to provide them. We however, reserve our right to change the meal arrangement where circumstances compel us to do so. Where meal/s are missed by Tour Participant at his/her own will or due to late/non arrival at announced meal timing no compensation for such missed meal/s is claimable.

COACH/SEATING

We use air-conditioned / air-cooled luxury coaches. We find it fair to enforce daily seat rotation in the coach and hence do not allot seat number. On Europe tours the daily travel time by coach is roughly 8 hours under normal conditions. Coaches are equipped with emergency washroom for use strictly in emergency since we provide frequent comfort stops during the journey.

BAGGAGE

Tour Participants traveling by air will be subject to the airline restrictions/limitation on baggage weight/size/pieces. It is currently 20 kg per person on Economy Class for all destinations except on flights to USA and Canada where a person is permitted to carry 2 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 their loss by airline/cruise/coach or any other carrier whilst on the tour.

Tour Participants are advised to carry valuables on their person at all times. Wherever Safe Deposit Lockers are available you are advised to avail this facility in safeguarding valuables. In hotels/locations without this facility you should take all the necessary precaution in protecting your valuables. Company or any of the carriers used or its representative/s will not be responsible for loss of valuables or for making good such loss.

TIPPING

Tipping is customary in all parts of the world for services rendered. Your tour manager / briefing sheet will guide you in this regard.

HEALTH AND INSURANCE

Tour Participant is bound to inform the Company during booking of the tour if he/she has a medical condition that may affect his/her ability to enjoy and pursue the tour arrangements fully as per the itinerary mentioned in the brochure/Website. The Company reserves the right where ever warranted to insist on medical fitness certificate any time prior to departure.

It is highly recommended that the Tour Participants acquire adequate insurance cover to secure their life, health and property as may be advised by your insurance agent to cover any eventualities associated with your overseas travel including health, accidental injury, loss, liability and the like depending on your assessment of your risk potential. Insurance if any, included in the tour price may be the standard travel care insurance policy provided by a third-party insurance service provider and the scope of the cover may be limited in nature, the details of which shall be provided to you at the time of confirmation of your booking. The Tour Participants are advised to discuss your insurance needs directly with your insurance agent before proceeding on the tour and at your own cost procure any additional cover as may be advised. Please note, Insurance is the subject matter of solicitation, please read the terms and conditions of the insurance document carefully before finalizing your desired insurance cover.

Please note that the Tour Participant would have a direct contractual relation with the insurer and the Company is only a facilitator. Tour Participant shall therefore check the accuracy and correctness of the insurance policy and in case of any error or lapse report the same to the Insurer directly and get the same rectified by them, as the Company would not be responsible for the same.

VISA

All Tour Participants should hold valid travel documents viz. Passport and visas for travel. It will be the Tour Participant's responsibility to apply for visa with complete set of documents required by the embassy/consulate within the stipulated period as advised by the Company. In the event the visa application made by Tour Participant or by the Company on his/her behalf is rejected by the consulate due to either inadequate supporting documents or for whatever reason or where the visa could not be processed due to late submission of application by the Tour Participant the Company shall not be liable for the eventuality and lead to forfeiture of booking amount paid and no claim whatsoever shall be entertained for the same. All cost, charges in respect of the said visa application shall be borne by the Tour Participant. Visa fees are non-refundable under any circumstances whatsoever.

However due to rejection of visa or non-processing of visa application due to any circumstances if the Tour Participant is unable to travel on the tour originally booked, he/she shall have the option to postpone the tour to another available date or change to any other tour by paying transfer charge.

The Company would not be responsible in any way in case of any clerical error regarding name, attachment of wrong photograph, duration and type of visa (single / multiple entry) occurring on passport, refusal of an entry visa and delays in grant or refusal of an entry visa.

Where passport is required to be mailed for visa / POE to different cities, Company would mail them by reputed courier. In case of transmission delays or loss of passport arising out of such transmission Company would not be responsible to compensate the Tour Participant for any consequence/s thereof.

Further the Company should not be held liable in case of loss of documents given by you in support of your visa application to the concerned consulate / embassy.

The position in respect of cancellation of Tour by the Tour Participant due to non-availability of travel documents would not change only by virtue of the Tour Participant having lost such documents.

MINIMUM PARTICIPATION

Tours specified in the Brochure/Website are subject to minimum participation of paying Participants. If the participation is below the minimum prescribed, the Company reserves the right to amend, amalgamate, alter, vary, or cancel a Tour without incurring any liability to pay any compensation. If Company decides to operate the tour with participation below the minimum stipulated the Company reserves the right to collect additional pro-rata amount.

Declaration by the Client

"You agree to unconditionally abide, adhere and comply solely at your costs and expenses to all laws, rules, notifications, Travel advisories, guidelines, directives and communications issued from time to time by all or any Governments, Authorities, Ministries, Departments, Local Bodies in India or Abroad, related to your tour to the foreign destination and/or on your return from the tour to your home destination in India or Abroad including but not limited to Covid-19 Protocols on quarantine, vaccinations etc. or in connection with any other Pandemic, epidemic, disease, condition etc., which may be communicated by all or any Governments, Authorities, Ministries,

Departments, Local Bodies in India or Abroad with or without notice at any point of time whether at the commencement of the tour, during the tour and/or on the completion of the tour, as the case may be”.

AMENDMENTS

In the event of Company exercising its right to amend/alter any tour/holiday advertised in brochure/Website subsequent to booking of the same by the Tour Participant, such Tour Participant shall have the option either to a) Continue with the tour or holiday as amended or altered or b) Accept any alternate tour or holiday which the Company may offer. In either case Company will not be liable to refund or compensate the Tour Participant for any consequential loss, damage or additional cost. In the event that the Company is unable to conduct a particular tour for whatever reason and the Tour Participant is not exercising any of the above two options then it shall at its own discretion refund whatever amount collected towards the total cost of the tour without any interest after deducting actual expenses incurred on the services like visa charges, travel insurance, retention charges of the overseas suppliers and the like. The Tour Participant will not be entitled to raise any grievance in respect of the same.

ITINERARY CHANGE

We may often operate more than one coach per departure date. For the comfort and convenience of our Tour Participants we may reverse the direction or slightly amend the itinerary which will be advised either at the start of the tour or on tour. In the event any Tour Participant misses part / whole of the sightseeing tour or any such tour due to delay / indisposition or any other reason whatsoever on his part, then he will not be entitled to claim any refund.

CONDITIONS OF TRAVEL

The Tour Participant will have to strictly follow the Tour Program and return to India as per the validity of the air ticket. Those Tour Participants not travelling 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 if prior to his departure he loses his travel documents and / or baggage. In such a case, his booking will be treated as cancellation as in NO SHOW.

Tour Participant shall not behave in a manner which may cause distress or annoyance to co-tour participants or co-travellers or which may endanger or damage property of the Company, co-tour participants, co-travellers or any other/s.

Each of the booking 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.

TOUR PRICE

The prices quoted in the brochure/Website are calculated based on rates prevailing at the time of printing the brochure/Website. The Company reserves the right to amend before the date of departure any tour price published in the brochure/Website and accordingly recover applicable surcharges to make up for foreign currency fluctuations, changes in the various cross rate of exchange, fuel costs, interest rate on holiday loans and the like . All such increases in price must be paid for in full before departure by the Tour Participant

REGISTRATION

Tour Participant is supplied the tour brochure/Website narrating the tour details. The tour participant or his Travel agent by signing the booking form accepts the booking conditions mentioned overleaf and the contents under ‘How to book’ section, not only on his behalf but on behalf of the all the Tour Participants mentioned in the booking form.

In cases where only travel agent signs the booking form for and on behalf of the tour participant/s it shall be deemed to have been signed under due authority of the tour participant/s mentioned in the form. In cases where Tour Participants belong to more than one family under one form it shall be signed by head of each family. Signing of the booking form and payment receipt issued for payment made towards part consideration of the tour shall be a legally binding contract between the parties. The signing of the booking form shall mean acceptance by the Tour Participant in totality of the terms and conditions contained herein. The Company reserves the right to decline to book any person/s as tour participant/s for any tour without assigning any reason whatsoever.

There is no contract between the Company and the Tour Participant until the Company has received the specified non-refundable interest free booking amount. The full payment must be received in accordance with the procedure laid down in the brochure/Website in the "How to book" Section. 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. Any payment made to the Tour participant's travel agent by the Tour Participant would not constitute payment to the Company until the same is remitted to the account of the Company.

The Company reserves the right at any time and/or for any reason whatsoever to a) Terminate the contract after acceptance of booking amount but prior to the commencement of tour. In the event, the Company terminates the contract; it may refund the booking amount to the Tour Participant without payment of any interest thereon after deducting actual expenses incurred on the booking like visa charges, travel insurance, retention charges of overseas suppliers and the like b) 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 towards any consequential damage, loss or extra cost suffered by the Tour Participant or to pay any compensation to Tour Participant.

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.

FORFEITURE OF BOOKING AMOUNT

The Company shall be within its rights to forfeit the non-refundable interest free booking amount paid by Tour Participant along with the completed booking form for confirmation of the seat(s) on the booked tour and also to recover scale of cancellation charges set out in the 'How To Book' section of the brochure/Website a) In the event the Tour Participant either cancels the booking or fails to adhere to the tour payment schedule set-out in the documentation check list handed over to the Tour Participant after booking b) In the event his/her visa of any country(ies) is not granted or c) In the event Tour Participant is unable to travel on the tour booked due to any reason whatsoever, including medical grounds. Forfeiture of booking amount will also be governed by the rules of "secure your booking amount" scheme.

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 and the like. and the decision of the Company on the quantum of refund shall be final and binding on the Tour Participants.

In case the Company exercises its discretion to alter, amend or cancel any tour advertised in the Brochure/Website 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 alternate 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.

Even in case of a Tour for which the payment was made in Foreign Currency if any, with or without part payment in Indian Rupees the said refund shall be made only in Indian Rupees at prevailing rate on date of refund as per existing Rules and Regulations.

Refund (if any) for amendments and/or cancellation will be paid directly by cheque to Tour Participants by the company. It would take 45 days to process refund and 60 days if tickets are already issued.

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, death, loss of passport, 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 cost of tour like meals, rooms, excursions and the like nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers.

CANCELLATION

As we book services in advance and are bound to honour the payment commitments to service providers, cancellation of services earmarked for a particular departure results in the Company losing money depending upon the time of communication of cancellation to the supplier. Therefore, any cancellation of tour booking by Tour Participant will attract cancellation charges as specified by the Company.

In the event of the Tour Participant cancelling a third party tour/services booked through the Company, the Terms and Conditions of such other Tour Operator, including their payment schedule, cancellation, refund and the like . shall be applicable, in addition to Company's cancellation rules.

Tour participant should intimate in writing citing reason for cancellation. If the Booking Form has been signed by one or more persons for themselves and for others mentioned in the form, communication signed by such signatories would be treated as valid communication for cancellation of all such persons mentioned in the form. The computation of the period of notice of cancellation shall commence only from the time the written request reached the Company at its sales outlet during office hours.

LIABILITY

Company shall under no circumstance whatsoever be liable to the Tour Participant or his co-traveller for: 1) Personal injury, sickness, accident, loss, death, delay, discomfort, increased expense, consequential loss and/or damage on account of theft howsoever caused. 2) Temporary or permanent loss/damage to baggage/personal effects howsoever caused. In this condition the expression "howsoever caused" includes willful negligence on the part of any person. 3) Loss of baggage by the Airline/Cruise line/Surface transportation. 4) Failure on the part of airline to accommodate Tour Participant/s despite having confirmed tickets. 5) Airline not allowing Tour Participant to board the flight for reasons beyond the control of the Company. 6) Damage or loss caused due to reasons beyond the control of the Company (Force Majeure Vis Majeure). 7) Refusal to grant Visa by the consulate / embassy.

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 same and shall in no case include any consequential loss or additional expense whatsoever.

COMPLAINTS:

If the Tour Participant has any complaint in respect of services of any independent contractor, he/she shall immediately notify the same in writing to the independent contractor and hand over copy thereof to the Tour Manager in order to enable the Company to take up the matter with the independent contractor.

Any claim or complaint by the Tour Participant must be notified to the Company in writing within 28 calendar days of the end of the Tour. No complaint or claim notified after this period will be entertained and the Company shall not incur any liability in respect thereof.

JURISDICTION

For all claims, disputes of whatsoever nature relating to the tours marketed / coordinated by PAPILLON the courts, forums and tribunals in Kolkata alone shall have exclusive jurisdiction.

BASIC TRAVEL QUOTA

As per the current guidelines of RBI, all residents holding Indian Passport are entitled to avail an amount not exceeding US\$ 2, 50, 000 or its equivalent in one financial year for one or more private/leisure visits under the Basic Travel Quota (BTQ). However, the traveller cannot avail in excess of US \$ 3,000 per visit or its equivalent in cash, except as specified in the exceptions provided by the RBI guidelines.

It is mandatory for you to avail the foreign exchange component of the tour cost from under your BTQ entitlement from an authorized dealer licensed to provide such services as per the guidelines issued by RBI from time to time. You shall pay the foreign exchange component of the total tour cost at the prevailing rate to the dealer along with signed BTQ form & A2 form. You can draw foreign exchange for your personal use on tour from the same authorized dealer from your balance BTQ entitlement. This is as per GOI rules & regulations. You may carry this partly in currency, partly in traveller cheques (TC) which are safer and easily encashed for a small service fee. They can also be replaced if they are stolen or lost, if you record TC numbers and retain counterfoil subject to the rules applicable.

The receipt of money issued by PAPILLON is subject to the amount being irrevocably credited and realised in PAPILLON's Bank Account.

In case of online transfer/electronic payment of monies to the designated PAPILLON Bank Account, I/We undertake to irrevocably credit and realise the monies due in PAPILLON's Bank account and not issue any instructions to my/our Banker or cause to do any act, deed, or thing in furtherance of reversing, debiting, nullifying or recovering the due credit made to PAPILLON's Bank Account. I/We further undertake and confirm that I/we shall be bound to pay the money towards the tour cost to PAPILLON if the same is reversed, debited, nullified or recovered from PAPILLON's Bank Account due to any Technical Snag, system error / internet issues or for any reason whatsoever. I/We shall voluntarily make good the loss caused to PAPILLON due to such reversal, debit, nullity, recovery of monies from PAPILLON's Bank account without waiting for any official intimation from PAPILLON to the said effect. I/We do hereby indemnify and keep indemnified PAPILLON from all claims, demands, liabilities, expenses and losses arising due to any and/or all reversal, debit, nullity, recovery of monies from PAPILLON's Bank account .due to any technical snag, system error, internet issues or for any reason whatsoever, without any objection, demur or protest.

- **Important Notes**

TERMS AND CONDITIONS:

The package price is valid until 30 Sep 2024

The rates are valid for minimum 02 adults travelling together at all times.

Rates are valid for Indian Passport holders only.

The upgrade hotel prices are strictly subject to availability at the time of booking.

The upgrade hotel prices DO NOT GUARANTEE rooms at the envisaged hotels.

For the upgrade hotel, in case the hotel chosen is unavailable we will provide with multiple options of similar category hotel.

The rates are not valid on block out dates.

Surcharges as and when applicable will be advised and passengers would be requested to pay the same

Surcharges could be over and above the total package price quoted to the passengers at the time of booking.

Some flights depart from India on a previous date and arrive at the destination the next day of departure and likewise for the return flight to India.

Guests are requested to check with sales staff before booking their on-wards/connecting flights.

The rates are subject to availability of hotel accommodation and sightseeing tours at the time of booking. We reserve the right to use an alternate hotel accommodation of an equal or higher standard. If we source a more expensive alternative, we reserve the right to re-quote based on the higher rates.

International Check in time is 1400 hours / Check out time is 1100 hours, early check in and checkout is subject to availability and cannot be guaranteed.

Transfers wherever included are without night surcharges.

No refunds either in part or in full will be made for any unutilized service.

All the sightseeing tours and excursions are organized by local companies. The timings and days of operation are subject to alteration. Changes if any will be intimated at the time of booking.

Sightseeing's tours are strictly based on whether conditions and also local service providers have rights to cancel the sightseeing tours without prior notice.

Rates subject to change without prior notice and also for clients traveling during weekends.

Offer if any can be withdrawn at any point without prior notice.

Bookings once confirmed are subject to cancellation charges which shall be advised at that time.

PAPILLON is not responsible for any change in the price due to factors not in the control of the organization.

As a practice all international hotels charge a security deposit via credit card or cash, at the time of check- in for each room. The amount will vary according to the hotel and is refunded back to the clients upon check-out. Debit cards should not be offered as it will be charged immediately and refunded only after 2-3 weeks. If any additional services or mini bar or any other service is utilized at the hotel, the hotel reserves the right to charge the same on this security deposit provided by the client. PAPILLON would not be responsible for these transactions, and these are solely between the hotels and the clients.