

## **TERMS & CONDITIONS**

### **AAHILYA HOLIDAYS PVT LTD**

#### **BOOKING CONDITIONS**

Your contract is with Aahilya Holidays Limited of C-125, Sector - 1, Rohini, Delhi, India 110085 (registered office), Corporate Identity Number U63040DL2022PTC396944. These booking conditions, together with our privacy policy and the written information we brought to your attention before we confirmed your booking, sets out the conditions of the contract between you and Aahilya Holidays Limited and our contractual commitments to each other.

It is important that you read the following booking conditions carefully as they are the basis of your contract with Aahilya Holidays Limited.

Please read them carefully, detach and keep with your travel documents.

#### **Definitions**

- (a) References within the booking conditions to "departure dates" means the date the services we have agreed to provide commence
- (b) The references to "you" and "your" means the persons named in the booking (including any person or persons added or substituted subsequently)
- (c) "We" "Us" and "Our" means Aahilya Holidays Pvt Ltd.
- (d) References to "arrangements", "travel arrangements", "tour", "expedition", "trip" or "holiday" mean the services we have agreed to provide to or provide you with under your booking with us.

#### **Your Holiday Contract**

1.1 When you make your booking, you agree that you have authority to accept and do accept on behalf of yourself and each person named in your booking, the terms of these booking ("the party leader") must be at least 18 years of age and authorized to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years, when the booking is made. The party leader on behalf of themselves and each member of the party consents to the use of information in accordance with our privacy policy.

1.2 The party leader is responsible for making all payments due to us under the booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.

1.3 A contract will exist as soon as we issue a booking confirmation invoice to the party leader. The contract is made in the terms of these booking conditions, which are governed by Indian law and the jurisdiction of the Indian Courts.

1.4 Once you have received your booking confirmation invoice please check this carefully and all other documents we have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. We cannot accept any liability if we are not notified of any inaccuracies within 7 days of issue of the booking confirmation invoice to you.

1.5 We reserve the right to refuse to accept bookings in our absolute discretion without stating the reason for doing so.

1.6 When you book your holiday, it may not be possible to confirm your precise air or rail arrangements due to airline and rail operator booking restrictions. Some airlines charge for luggage separately and some flights may be indirect. These may also be subject to change by your airline or rail operators.

1.7 We cannot confirm any specific airline or rail seat numbers and reserve the right to make changes to your flight and/or rail times but will notify you of any such changes as soon as possible.

## **2 Special Requests**

If you have a special request, please advise us at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part. Confirmation that a request has been noted will be included on your booking confirmation invoice or upon the acknowledgment of booking. We are unable to accept bookings which are conditional upon a special request being met and these will be treated by us as a standard booking.

## **3 Financial Protection**

3.1 We provide financial security for package holidays as our company is registered in India with ISO 9001:2015 certification; We are IATO member with the membership number ALD230738.

3.2 All our International flight tickets are ATOL protected; we have collaboration with a reputed UK based air travel company.

## **4 Holiday Price**

4.1 We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday you wish to book before your contract is confirmed.

4.2 Unless stated otherwise, the price of your holiday includes each and all of the component parts described within your booking confirmation invoice.

4.3 Not included in the price of your holiday is travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your holiday arrangements.

4.4 When you make your booking, you must pay a deposit of £ 700 (Or equivalent in other currency) of the holiday cost or such other deposit as may be notified to you at the time of your booking request or full payment if it is within 12 weeks of departure. All prices shown are per person. The balance of the price of your travel arrangements must be paid by the date shown in your book in a confirmation invoice which will usually be 12 weeks before our departure date. If the deposit and/or the balance is not paid in time we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain the deposit. If your flights are issued by us in non-refundable airfare and later you cancel your booking then the airfare will be adjusted against your deposit and balance invoice will be sent accordingly.

Advance Deposit refund policy:

- 9 Months prior – 100 % refundable
- 6 Months prior – 50% refundable
- 4 Months prior – 25% refundable
- 3 Months to the Date of travel – Non-refundable

a. Changes in the cost of the following mean that the price of your travel arrangement may change after you have booked. However, there will be no change within 20 days of your departure date. The price of transportation resulting from the cost of fuel or other power sources; The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or The exchange rates relevant to your package.

b. You may be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the total price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements) you will have the option of (i) accepting the price increase and pay the requested amount (i) accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price) or (iii) cancelling your holiday booking and receiving a full refund of all monies paid to us, except for any insurance

c. Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements that are purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## **5 If You Change Your Booking**

- a. If, after we have issued a booking confirmation invoice to you, you wish to change your travel arrangements, we will do our best to make these changes, although it may not always be possible to do so if it is made within 90 days to the travel date.
- b. If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the following conditions:
1. a) That person is introduced by you and satisfies each and all of the conditions applicable to the booked holiday;
  2. b) We are notified in writing of the request for transfer not later than 7 days before departure;
  3. c) You pay the outstanding balance payment, and the amendment fee of £50.00 per person transferring, as well as any additional fees, charges and other costs arising from the transfer;
  4. d) The transferee agrees to these booking conditions, and all of the terms of the Contract between us.
  5. e) Charges amounting to the full cost of any transferred flight and a replacement flight will be imposed in the event of any transfer.
- c. You and the transferee will remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, the cancellation charges set out in clause 6.1 will apply in order to cover our estimated costs. Otherwise, no refunds will be given to passengers not travelling or for any unused service.
- d. Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.
- e. If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra.
- f. Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.
- g. Scheduled airlines may not allow name changes within certain periods prior to departure and may not allow these after the flight ticket has been issued. If you wish to make a name change and this is not permitted by your airline, it will be necessary to cancel your flight, lose the money paid in respect of that flight and pay the full cost of another flight, which may not be the same flight or at the same cost as the one you have cancelled.

## **6 If You Cancel Your Booking**

a. any member of party, cancel the travel arrangements at any time, written notification from the person who made the booking must be received by us at our registered office or by email at [info@aahilyaholidays.com](mailto:info@aahilyaholidays.com). Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable by you. The cancellation charge is a percentage calculated on basis of the total costs payable by the person cancelling. If your flights are issued by us in non-refundable airfare and later you cancel your booking then the airfare will be adjusted against your deposit and balance invoice will be sent accordingly.

### Period Before Departure

- 9 Months prior – 100 % refundable
- 6 Months prior – 50% refundable
- 4 Months prior – 25% refundable
- 3 Months to the Date of travel – Non-refundable

a. You have the right to cancel your holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and which significantly affects the performance of the holiday or which significantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. Regard should be had to the advice of the Foreign and Commonwealth Office and whether travel to your destination or its immediate vicinity or your holiday will be significantly affected. We would advise that you consult with us before cancelling your holiday under this clause to ascertain whether its requirements have been fulfilled and you are entitled to cancel without charge.

b. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risks to human healthy such as the outbreak of serious disease at the travel destination or natural disasters such floods, earthquakes or weather conditions which make it impossible to travel safely to your destination.

## **6 If We Change or Cancel Your Booking**

6.1 Once your booking has been confirmed we will make every effort to provide you with the booked holiday arrangements. Occasionally, it may be necessary to amend or cancel whole or part of your holiday. We will notify you of any alteration or cancellation as soon as we reasonably can.

6.2 Independent travel arrangements (eg, flights, airport parking, car hire, etc) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not liable for any amendment or any cancellation charges incurred by you in respect of any such

independent travel arrangements.

6.3 If, before the start of your holiday, we are constrained by circumstances beyond our control to significantly alter any of the main characteristics to your holiday, we will offer you the choice of either (a) accepting the changed arrangements (b) accepting an offer for an alternative holiday with comparable facilities from us, if available (we will refund you any price difference if the alternative is of a lower value) or (c) cancel your booking completely in which case we will refund you all monies paid by you. Please note that the above options are not available where any change made is a minor one. A significant change may include change of accommodation to that of a lower category and/or price, the change of flight for rail times of more than 12 hours, a change of UK departure location (save the changes between London airports).

6.4 If we make a significant change or cancel less than 14 weeks before departure (other than reason of non-payment of travel arrangements by you, events beyond our control (paragraph 8 below) or minimum group size numbers not being reached (paragraph 10 below)), we will refund your 100% deposit amount.

We will advise within 7 days of being notified of a significant change whether you wish to: (a) accept a proposed change or (b) cancel your booking and receive a refund. If you have not notified us within 7 days, we will write to you again to obtain confirmation of your choice of the options above. If you fail to respond within a further 7 days, we will cancel your booking and refund all payments made by or on behalf of you.

6.5 Please note that compensation referred to at 7.4 above and the options referred to at 7.3 above do not apply to any minor changes made by us.

## **7 Events Beyond Our Control**

Please note that compensation will not be payable and we will accept no liability beyond offering you the options above where:

(a) we are constrained to make a significant change or cancel your booking as a result of unusual and unforeseeable circumstances beyond our control. These circumstances will usually include but are not limited to, war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure flying rights, natural and nuclear disaster, fire, epidemics, health risks and pandemics and unavoidable and unforeseeable technical problems with transport reasons beyond our control or that of our suppliers, closed or congested airports or ports. hurricanes and other actual or potential severe weather conditions, and any other similar events; or

(b) we are constrained to cancel your booking because the minimum numbers of booking required have not been reached and we have notified you within the time periods specified at section (10) of these booking conditions; or

- (c) we cancel as a result of your failure to comply with any of the requirements of these booking conditions entitling us to cancel; or
- (d) we make a significant change or cancel your arrangements more than 14 weeks before departure; or
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking request by you.

## **8 Post Departure Changes**

8.1 If we are unable to provide a significant proportion of the holiday services that you have booked with us after your departure, we will, where possible, make alternative arrangements for you at no extra charge and if appropriate in all the circumstances we will pay you reasonable compensation.

8.2 Please note that a change in the time of your departure or return flight by 12 hours or less or a change of your UK departure airport between Heathrow, Gatwick, Stansted and Luton are not regarded as significant changes.

8.3 A change of accommodation to an equivalent or higher standard is also not regarded as significant nor are alterations to your itinerary which do not materially affect your holiday.

## **9 Minimum Numbers**

Some of the travel arrangements shown on our website can only be operated if there is sufficient demand for the same and a sufficient number of people book these travel packages. If there is insufficient demand on subsequent confirmed bookings, we have the right to cancel the travel arrangements in question. If we have to do so, we will notify you as soon as possible. In this situation, you will then have the choice of accepting an alternative travel arrangement of equivalent or closely similar standard. The cost of any alternative holiday offer will be our selling price at the time of change. If the alternative is cheaper, we will refund you the difference. If the alternative is more expensive, you have the option to pay the difference. If you do not wish to take the alternative we offer you, you can choose to cancel your holiday and receive a full refund of any monies you have paid to us. We will also consider an appropriate refund of insurance premiums paid, if you can show that you are unable to transfer or reuse your policy. When we cancel for lack of numbers in accordance with this paragraph no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable. In the unlikely event that we do need to cancel your holiday for the reason of lack of numbers, we will not do so less than 20 days before your arrival date if the holiday is for more than 6 days. In the case of holidays lasting between 2 and 6 days we will not cancel the package less than 7 days before the start of the package. In the case of trips lasting less than 2 days we will give you at least 48 hours notice of any cancellation.

## **10 Delayed Return**

10.1 In accordance with the Package Travel and Linked Travel Arrangements Regulations, where it is impossible for you to return to your departure point on the return date of your package due to "unavoidable and extraordinary circumstances" and where flights are included within your package we shall provide you with the necessary accommodation for a period not exceeding 3 nights per person. Where possible, this accommodation shall be of comparable standard to the accommodation booked by you under the package. For the purposes of this clause, examples of "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

10.2 The limitation of costs for 3 nights accommodation referred to above does not apply to persons with reduced mobility as defined by Article 2 of Regulation (EC) 1107/2006 and does not apply to persons of reduced mobility travelling by air and any other person accompanying them, pregnant women and unaccompanied minors as well as persons in need of specific medical assistance, provided that you have notified us of their needs at least 48 hours prior to departure.

## **11 Our Liability to You**

11.1 We agree to perform and provide the travel arrangements which make up your booking with reasonable skill and care. If the contract you have with us is not performed or is improperly performed by us or any of our suppliers, we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will not be liable for any failure in the performance of the contract with you if this is due to:-

1. The fault of yourself and/or another member of your party;
2. A third party unconnected with the provision of the travel arrangements and where failure is unforeseeable or unavoidable;
3. Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised;
4. An event which neither we nor our suppliers, even with all due care, could have foreseen or forestalled.

11.2 Our liability to you and any member of your party, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to

1. a) The contractual terms of the suppliers we use in the provision of your holiday arrangements form part of your contract with us. These terms are incorporated into



this contract as are;

2. b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail, and the Paris Convention in respect of travel by sea, the Berne Convention in respect of travel by rail, and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation you can claim for death, injury, delay to passengers, and loss, damage and delay to luggage.

11.3 We will not accept responsibility for any services which do not form part of your contract with us. These may include any excursion purchased during the course of your holiday and any additional services or facilities which we have not agreed to arrange or provide as part of our contract with you.

11.4 You must inform us, without undue delay, taking into account the circumstances of the case, of any lack of conformity which you perceive during the performance of a travel service included in your package travel contract.

11.5 If we are found liable for loss and/or damage to your luggage or personal possessions (including money) our maximum liability to you is limited to £ 700 per person unless a lower limitation applies under this contract or by virtue of international conventions.

## **12 Assistance by Us During the Course of Your Booking**

If your contract with us is not performed or is improperly performed by us as a result of a failing attributable to a third party unconnected with the provision of holiday services, or as a result of failures due to unusual or unforeseeable circumstances beyond our control the consequence of which could not have been avoided even with all due care, or as a result of an event which we or our suppliers, even with all due care, could not have foreseen or forestalled, and you suffer injury or other material loss, we will offer to provide you with prompt assistance as is reasonable in the circumstances. If you or any member of your party suffers during the course of your holiday any difficulty as a result of any activity which does not form part of your contracted holiday arrangements, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you to find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you recover any costs and expenses relating to the incident from a third party you must repay us the costs and expenses, we have incurred in assisting you.

## **13 Passport, Visa, Documentation, Immigration and Health Requirements**

13.1 The passport and visa requirements of yourself and your party, together with any other immigration requirements, are your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We do not accept any responsibility if you cannot travel if you have not complied with the relevant requirements in force prior to and at the time of travel.

13.2 It is also your responsibility to check all compulsory and recommended health requirements, including vaccinations, prior to travel and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The costs of obtaining any such documentation are your responsibility and we are unable to accept any responsibility or liability if your travel arrangements are affected as a result of the failure to do so by yourself or any member of your party.

13.3 You must provide us with full details of any existing medical condition or disability that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of your booking. If in our reasonable opinion your chosen travel arrangements are not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require; we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability, we can also cancel the booking when we find out full details if in our reasonable opinion, the travel arrangements are not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel your booking as a result of this, the cancellation charges set out in Clause 6.1 above will apply.

13.4 Information on foreign travel is provided and regularly updated by the Foreign and Commonwealth Office. Details can be found at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)

13.5 If we are required or asked to reissue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

## **14 Conditions of Suppliers**

Some of the services which make up your expedition are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions. Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

## **15 Denied Boarding Regulations and Transportation Delays**

15.1 If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 0330 022 1500 [www.caa.co.uk](http://www.caa.co.uk).

### 15.2

Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions.

## **16 Health & Fitness**

16.1 Activities within our holidays may require a certain degree of physical fitness. It is your responsibility to ensure that you have the levels of fitness required for any activity you choose to participate in. If you are in any doubt, please consult your GP before departure. We, and those retained by us, to supervise any activities, retain the discretion at any time to decline to allow you to participate in any activity, if we reasonably believe that in the interests of your health, you should not do so. In such circumstances, we shall not be liable for any losses or compensation arising.

16.2 You must provide us with full details of any existing medical or physical problems (including unusual height or weight, allergies and dietary requirements) or disability that may apply to you or any member of your group and which is likely to affect your ability to take part in some or all of the activities forming part of your holiday (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If, in our reasonable opinion, any particular activities or arrangements are not suitable for the medical or physical problems or disability or you are not travelling with someone who can provide all the assistance that may be required, we have the

right to refuse to accept the booking or you may not be able to participate in certain activities, in which event we shall not be liable for any losses or compensation arising.

16.3 If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to any existing medical or physical problem or disability and/or any new medical or physical problem or disability that arises after booking then we can also cancel the booking when we find out the full details if, in our reasonable opinion, the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out at Section 6 must be paid by the person concerned.

## **17 Insurance**

17.1 You must take out suitable insurance for all your needs before you travel and it is a condition of this contract that you or members of your party do so. We cannot be held responsible for any costs you may incur as a result of failing to do so.

18.2 You must provide us with the name of your insurer, policy number and 24-hour emergency help line number before you travel.

18.3 If you take part in activities whilst travelling that have been organized and arranged independently of us, participation is at your own risk and it is your responsibility to ensure that you have obtained the relevant insurance.

## **19 Your Responsibilities and Behavior Whilst on Holiday**

19.1 As part of your booking with us, you are accepting liability for any loss or damage caused by you or any member of your party during the course of your holiday. Payment for any loss or damage must be made to us or our supplier at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost of the loss or damage is not known at the time, we will reasonably estimate it and if this reasonable estimate exceeds the amount paid, you must pay the difference once known and if it is less, the difference will be refunded to you. You will also be responsible for, and agree to indemnify us, in respect of any claim subsequently made against us and all costs incurred by us (including our own and any other party's full legal costs) arising from your actions.

19.2 You are also responsible for the behavior of yourself and other members of your party. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your travel arrangements if yours or their behavior is or is likely to be, in our reasonable opinion or in the reasonable opinion of our suppliers, disruptive, upsetting or dangerous to yourself or anyone else, or if you or any member of your party have caused or are likely to cause damage to property. In these circumstances, we will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your travel arrangements due to

such unacceptable behavior. In this situation we will have no further responsibility for you or any other member of your party (including any return travel arrangements). If your unacceptable behavior means that you are not able to board your outward flight, we will treat your booking as cancelled from that moment and you will have to pay the full cancellation charges referred to in Clause 6.1 above.

19.3 You must at all times follow the instructions of our guides, staff and local operators. Failure to do so, particularly when approaching an animal, may result in you being withdrawn from the trip and being unable to participate any further. Should your behavior result in an animal making a provoked attack, a fine may be charged by the local wildlife officer for which you would be responsible. We cannot guarantee that you will be able to see all wildlife referenced in the description of the trip and its imagery or that the weather conditions will be as described.

## **20 Excursions and Activities and Resort Information**

Excursions, tours or other activities that you book or pay for whilst you are on holiday do not form part of the travel arrangements provided by us. Your contract will be with the operator or provider of that excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or anything that may happen during the course of its provision by the operator. We do not accept any liability in relation to any such excursion, tour or activity and these Booking Conditions do not apply to them.

## **21 Local Charges & Tourist Taxes**

Unless we have stated that a local service or facility is included or free in our accommodation description, you may be asked to pay a charge locally, for example, local tourist tax, room services (e.g. for refreshments, snacks, drinks, etc). Tourist taxes may be payable by you when you check out of your holiday accommodation.

## **22 Local Health & Safety Standards**

You should be aware that it is the standards and health and safety requirements of the country in which the services which make up your travel arrangements are provided which apply and not those of the United Kingdom. These standards will be different to those of the United Kingdom and may sometimes be lower.

## **23 Our Website, Brochure and Advertising**

The information contained in our website, brochure and advertising material is our responsibility and to the best of our knowledge and belief it is correct at the time of publication. Occasionally errors may occur and information may change and you must therefore check all the details of your travel arrangements at the time of booking.

## **24 If You Have a Complaint**

In the unlikely event that you have cause to complain during the course of your travel arrangements with us, you must bring it to our attention immediately. If your complaint is not resolved then you must repeat your complaint in writing within 28 days of the end of your travel arrangements with us by writing to us at our Registered Office or emailing us at [info@aahilyaholidays.com](mailto:info@aahilyaholidays.com) . You must provide any booking reference and all other relevant information to enable us to fully investigate your complaint. Any complaints which do not involve death, personal injury or illness and which are not made in accordance with this procedure we are unable to accept liability. In accordance with the Alternative Dispute Resolutions for Consumer Disputes (Competent Authorities and Information) Aahilya Holidays Pvt. Ltd does not utilize the services of an approved Dispute Resolution Service for the purposes of complaints.

## **25 Data Protection**

In order to process your booking and to make sure that your holiday arrangements run smoothly, we need to pass the information which you provide on to relevant suppliers such as airlines, transfer companies, hotels etc. The information which we provide may also be provided to credit checking companies and public authorities such as customs and immigration if required by law. Where your holiday is outside the European Economic Area (EEA), controls on data protection in your destination country may not be as strong as they are in the UK. However, we will not pass your information on to any person who is not responsible for part of your holiday arrangements. If we cannot pass your information on to relevant suppliers, we cannot provide your booking, therefore in making this booking, you consent to your information being passed on to them. Your data controller is: Isha Sharma. You are entitled to a copy of your information held by us and if you would like to see this, please ask us. It may be necessary to make an administration charge for providing this to you. Please refer to our privacy policy which forms part of these booking conditions.

## **General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Aahilya Limited will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Aahilya Holidays Private Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

## **KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

- Travellers will receive all essential information about the package before concluding the package travel contract. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organizer.

- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organizer.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.

## **26 Booking**

### **Online Booking & Payment Terms**



Please book your holiday online - the booking form is found at the top of this page. Once you have submitted your booking form and made your payment, you will be sent a confirmation note. Upgrading your flight? If you are considering upgrading your flight we will be pleased to assist. Please call us on +91 9910510875 or email us at [info@aahilyaholidays.com](mailto:info@aahilyaholidays.com) at the time of booking for a quote.

**Don't want to book online?**

If you do not wish to book your holiday online, then please contact us on +91 9910510875 or email us at [info@aahilyaholidays.com](mailto:info@aahilyaholidays.com) and we will arrange it allfor you and advise you of the ways you can make your deposit payment.