

# Terms and Conditions

## Dear Guest,

Thank you for choosing Strawberi Holidays as your holiday planner! Strawberi Holidays is a division of KESARI TOURS PVT. LTD. offering premium customized holiday packages. We make every effort to provide you with the best services in pleasant and friendly atmosphere at all times. We strive for complete satisfaction and endeavor to provide a safe and secure journey.

The 'Terms and Conditions' given below, on our website, the tour registration form and any other printed material and brochures, together form the basis of our contract with you. You are required to read, understand and accept all the terms and conditions, before you register yourself/family/friend for any of the packages. It is imperative that all the passengers who are availing our services abide by and strictly comply and observe all the terms and conditions laid down herein.

## Definition

"Passenger/You/Guest" means the person/persons in whose name/on whose behalf booking or registration is made. Company/We/Us/Strawberi Holidays/Kesari Tours/Kesari" means Kesari Tours Pvt. Ltd. "Independent contractor" means "any hotelier/hotel owner, owner of any airlines or shipping company or Railway or Ferry Boat/Cruise/ Coach owner or any other person or organization who has been selected by the company to render services to the Passenger"

## Jurisdiction

All disputes pertaining to the tour and travel, travel related services conducted by the Company and any claim arising there-under shall be subjected to Mumbai jurisdiction only.

## Scope of Activity

We are basically travel and holiday organizers only. We do not control or operate any airline or any other mode of transport like shipping, railway, motor, buses, coaches etc. We also do not own or control any Hotel, Restaurant, Transport or any other facility or the services mentioned in this brochure. We take utmost care in selecting all the ingredients for making your holiday a comfortable one. We only select, but do not have any control in the running of them. Thus, we are not responsible for any injury, loss, personal harm, death or damage to the person or property which may be caused by the act or default of the management or employees of any independent contractor and arising outside our normal selection and inspection process.

## Registration

Passenger's signature on the booking form or paying the registration amount shall mean acceptance in totality of the 'Terms and Conditions' contained herein by the passenger/s. In case of one or more, but not all passengers signing the 'Booking Form', it shall be deemed that the others have duly authorised the concerned signing passenger/s. There is no contract between the Company and passenger(s) until the Company has received the initial registration deposit in accordance with the company procedures. The initial deposit just ensures a seat or participation on the tour but does not entitle any services such as air tickets, visas, hotel accommodations, until the full payment has been received. The full payment must be received in accordance with the procedures laid down in this brochure. If full payment is not paid in time, the Company reserves the right to cancel the booking with subsequent loss of deposit and apply the cancellation charges as mentioned herein.

## Itinerary

The suggested itinerary is based on information & guidance from local agents/ hotels. The Itinerary is subject to change due to unavoidable circumstances. Passengers are required to co-ordinate with the driver for Indian Holidays / Ground handling agents for World Holidays and plan your next day's visit and sightseeing program. The car / coach are based on time limits.

## Hotels/Room

We take utmost care in selecting the hotels keeping your comfort in mind. Most of the rooms have a private bath or shower and they may be located in the city center or away from the city center. Air-conditioning, central heating and other facilities are solely at the hotelier's discretion, dependent upon factors such as weather and local conditions etc. Triple rooms are not larger than twin rooms and the third bed is often a roll-away mattress put in a twin bedded room. Passengers will have to abide by the check-in and check-out time of the hotels. For Indian tours, the check-in time is 12 noon and check-out time is 10 a.m. and for world tours, the check-in time for the hotels is 3 p.m. and check-out time for the hotel is at 12 noon, unless otherwise specified. Early arrivals and late departures are subjected to availability and may attract an additional cost.

## Accommodation for children below 12 years

Child below 12 years of age paying special rate without a bed will not be provided with a bed through out the tour. We shall not be liable to make any refunds or pay any compensation whatsoever for any changes in the accommodation made by passenger while on tour. Any changes can be made subject to a availability and must be settled by the passenger directly with the hotel. Laundry, telephone, mini bar, alcohol, beverages, room service, recreational activities and excursions are all items of a personal nature and must be settled by the passengers directly before leaving the hotel, ship/cruise, restaurant or the concerned authority.

## Meals

Any meals included in the package will be indicated in the service vouchers. In case the passenger misses any meal due to whatsoever reason no refund will be given for the same. We have no control over the nature of meals provided by the concerned independent supplier(s).

## Vehicle/Coach

We take utmost care in selecting the service providers. However, we do not own or control any vehicles and do not employ any chauffeur. Any additional usage of vehicle other than specified in the itinerary will attract an additional cost and must be settled on tour directly. Any damages caused by you to the vehicle/coach during the travel shall be payable by you and the company will not be liable for the same.

## Visa (World tours)

It is the responsibility of the passenger to hold valid travel documents, such as passport and valid visa and to furnish all documents required by the company for the application of the same within the period stipulated. It is at the sole discretion of the Consulate/Authorities to ask for original documents/personal interview of the passengers at any time. However, as granting or rejecting visa is the sole prerogative of the concerned Consulate/Authorities even after submitting all relevant documents, the Company will not be held responsible for the same. In case the Visa application is rejected by the concerned embassy/consulate or authorities, due to incomplete/delayed documents furnished by the passengers or due to any other reason whatsoever, or there are errors in the date of visa granted or scanned photographs on the visa, the Company shall not be liable or responsible for the same. All costs and charges in respect of the said application for the visa, shall be borne by the passenger. If the passenger needs to cancel a tour due to rejection of visa or rejection of entry into the country, the cancellation

charges of the Company will be applicable and shall be payable by the passenger. There will be no refund if the passenger, or any member of his party, is unable to travel due to the said reasons.

## Foreign Exchange

It is binding on the passengers to get the required foreign exchange for the tour price under your BTQ entitlement from the foreign exchange division of Kesari Tours Pvt. Ltd. The passengers have to deposit equivalent Indian currency by cheque (minimum 10 working days in advance) or demand draft in favour of "Kesari Tours Pvt. Ltd. (Forex)". Please note that the rate of exchange applicable will be as per the day on which the passenger has paid the cheque / cash / demand draft.

## Health and Insurance

It is advisable & highly recommended to acquire adequate Domestic/Overseas Travel Insurance cover for protection from any expenses such as medical, legal, hospitalization, accident etc. For most of the European countries, it is mandatory to obtain an Overseas Travel Insurance policy for the tour. Insurance claim is at the sole discretion of the Insurance Company. The Company reserves the right to ask guest 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 able to provide any assistance or money back and no further claims in this regard will be entertained.

## Package Price

Please refer to your Package Cost for the Inclusions & Exclusions. The price quoted in our proposal or brochure has been calculated as per the prevailing rate. The Company reserves the right to amend/alter the price published in the proposal/brochure in case of supplier rate fluctuations, currency fluctuations due to changes in the various cross rates of exchange, changes in various taxes, visa fees and/or fuel costs, before the date of departure. Any such increase in price must be paid for in full before tour departure by the passenger. In exceptional cases any increase in price on the tour must be paid in full by the guest on tour.

## Amendment

After the initial booking on a particular package and related services in the event of any amendment you wish to make such as change of destination, departure dates, addition of deletion of services, change in passenger numbers or such other change you will need to make a written request and obtain an acknowledgement from our sales executive. There will be an amendment fee of Rs 300 on every service once all services are confirmed. The amendment may invite further cost which will have to be borne by you further such requests are accepted by us subject to availability.

## Cancellation

If circumstance make you cancel your holiday, the cancellation must be intimated to us in writing. As per the booking condition of the holiday, we are constrained to levy the following cancellation charges.

When a Cancellation is Made	Charges
45 days or more prior to departure of the tour or for non payment of the Balance amount	Rs. 20000/-
44 to 15 days prior to the departure of the holiday	50% of the Holiday Cost
14 to 01 day prior to the departure of the holiday	75% of the Holiday Cost
In case you are a "No Show" on the holiday	100% of the Holiday Cost

Additional cancellation charges other than those specified above may be applicable as per the policies of airlines/railway/cruise/hotel and other service providers.

## Refund

Refunds if any, for amendments and/or cancellations will be paid directly to the passengers strictly by 'A/C payee' cheque, in Indian Rupees only at the prevailing rate of exchange within 45 days, as per Reserve Bank of India Rules and Regulations, irrespective of whether the tour payments were in part or whole in foreign currency. For cases where an airline ticket is issued it will take at least 60 days to process the refund (if any). In case of refund of foreign currency component, the said refund will be made in Indian Rupees only at the prevailing rate on the date of refund as per existing rules and regulations. No refund will be payable for any un-utilized services (e.g.: meals, entrance fees, optional holidays, hotels, sight-seeing etc) due to whatsoever reason.

## Liability

The liability of the Company is restricted to the making of reservation in accordance with the passenger(s) requirements. The liability will cease on the issue of a ticket, reservation and travel document to the passenger. The Company does not hold any responsibility for train/flight delays, rescheduling/cancellation of train/flights, mis-connection occurred due to airline problem and any change in train/flight schedule or meals not being served; We are not responsible for any alternate arrangements and the guest has no right to claim any loss or consequences arising due to the same. Company is not liable for any loss of person, property or personal effects caused or damaged or suffered by the passenger on account of deficiency in services by any independent contractor. Any gesture of courtesy extended by the Company to the passenger to minimize such loss or damage will not constitute an admission of such liability or a waiver.

## Suggestions or Grievances

Any claim or complaint by the passenger in respect of services provided by the independent contractors must be notified to the Company in writing within 7 days after the tour completion date. No claim notified to the Company outside this period will be entertained and the Company shall incur no liability in respect thereof. It is hereby declared that the immunities provided under the contract shall be available to the Company's managers including tour escorts, employees, servants and agents but not to the independent contractors selected by Company. The Company reserves the unconditional right to refuse a booking/terminate a passenger on tour in event of unreasonable behaviour at any time.

## Privacy of Information

We treat all information furnished by you as confidential and will share only the necessary information with airline, hotels & service providers who will provide services to you during your tour. However, we may be constrained to disclose the information furnished by you, if such disclosure is required by law or by an order by court or the rules, regulations & enquiry by any govt./statutory agency having regulatory authority over the Company.

**Note:** Above terms and conditions shall be inclusive of all terms and conditions of Kesari Tours Pvt. Ltd. in Kesari World Showcase and may be amended from time to time, as the case may be.



**strawberi**  
holidays  
*As you like it*

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A division of **KESARI**