



GENERAL TERMS & CONDITIONS

These set of terms replace any previous releases and are applicable from 20 August 2020. They remain in place until such time as restrictions impacting outbound travel from guest's home country and/ or inbound travel to the destinations in their respective itineraries.

The Booking:

Your contract is with Travelyara. A contract exists between us when we have confirmed you on our tour of your choice and we have received your signed booking form and deposits. All the relevant section must be correctly and fully completed. We can only accept booking form signed as this confirms that you and other people on the tour accept our booking terms and condition and are entering into the contract.

Deposit

Upon completion of the signed booking form a deposit of 50% of the tour cost per person, be paid to the company.

Payments:

For the services contracted, 50% advance payment should be made to hold the booking on a confirmed basis and the balance amount can be paid at least 7 days prior to your date of departure from your country. We hold the right to decide upon the amount to be paid as an advance payment, based on the nature of services and the time left for the commencement of the services. Apart from the above in some cases like special train journeys, hotel or resort bookings during the peak season (X-Mas, New Year) full payment is required to be sent in advance

Part II:

- Travelyara and its organizers strictly prohibit the Consumption of any Narcotics and banned Substances during the tours and will not be responsible for any adversities due to some Weapon, Fireworks and toxic substances are not allowed at this tour Management would not be responsible for any person who has been found guilty as per Indian Law.
- Travelyara is not liable/responsible if User identified with symptoms of Covid-19 after or during Journey/Trip therefore whole responsibility will be borne by User.
- The organizers reserve the rights to evict any camper anytime without any refund if his/her actions violate any Hotel Rules.
- Travelyara is not responsible for your where about or safety if you are outside the camping premises.
- Any Loss to the camping materials such as tents, pillows, mattress or any property belonging to the campsite / Hotel will is subject to full payment of Product MRP.
- Travelyara won't be responsible for any loss or damage of Goods belonging to the travelers.
- All guests must carry a Govt. issued Valid ID Card.
- Only campers staying with Travelyara will be allowed in the campsite / Hotel and if you intend to bring guests from outside, you'll have to Pre notify us.
- Slots at campsite / Hotel will be confirmed only after receipt of full payment.

- Management accepts no responsibility for injuries or the loss/theft of any personal property during the tour
- In case of any breakdown of the transport in the way, you would have to wait until the transport gets repaired. However, management will try their level best to arrange the backup transport.
- Please cooperate with us in keeping the environment clean and safe.
- Registrations/Tickets once booked cannot be exchanged, canceled or refunded.
- Enjoy the trip, respect others and have a memorable experience.

Assumption Of Risk

- You understand and accept that your proposed tour may expose you to inherent dangers including but not limited to physical exertion, equipment failure, or the activity itself. You acknowledge that alterations to the schedule itinerary or activity may be made as necessitated by weather, group size, road transport, road closures, illness or other factors, you agree to accept the decisions of the tour leader or representative, and you accept that neither we nor the providers of services can be held responsible for expenses or inconvenience incurred as a consequence. You acknowledge that the enjoyment of your tour or holiday is derived in part from travel beyond the safety risks of life at work or at home, and you accept and assume all the risks involved.

- **LATE ARRIVAL BY USER**

- The tour starts at the designated time. If you arrive late for whatever reason and miss the tour, then no money will be refunded

- **CANCELLATIONS BY US**

- While we always endeavour to avoid cancellations and changes, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking where we are forced to do so as a result of circumstances outside our control or because an insufficient number of people have booked your chosen tour.
- We will notify you before the tour starts if we have to cancel for lack of numbers. Please note that we do reserve the right to run tours with less than the stated minimum number. If we have to make a significant change or cancel, we will tell you as soon as possible. If we have to cancel, we will pay back the full amount and will not deduct any non-refundable expenses. Compensation will not be payable and no liability assumed by us.

- **NON-REFUNDABLE EXPENSES**

- If you cancel/change a tour, if we have incurred expenses which we can't recoup (such as car hire), then you will have to pay for these expenses.

- **CONTACT US**

- Please contact us at info@travelyara.com to let us know about any changes or cancellations.

- **Changes, Cancellations And Refunds (Multi-Day Tours)**

- **CHANGES BY YOU:** A change of departure date and/or a change in tour must be requested in writing by the person who made the original booking.
- Should the changes result in additional fees or charges to Travelyara from suppliers then Travelyara reserves the right to pass on those additional charges to the client. Or to apply an 'administration charge' accordingly.
- Changes should be notified at earliest opportunity. If the change results in the cancellation of the tour in whole or in part then cancellation charges will be applied. Whilst every reasonable effort will be made to accommodate changes and additional requests their availability can't be guaranteed.
- **CHANGES BY US:** While Travelyara will use its best endeavours to operate all tours as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or modify an itinerary or its contents due to prevailing local conditions.

- Travelyara reserves the right at any time either before or during a tour to cancel or change any of the facilities, services or prices described (including flights, transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.
- If a major change needs to be made, the client will be told at the time of booking. If a major change becomes necessary Reality Tours and Travel will inform the client as soon as reasonably possible if there is time before departure.
- CANCELLATIONS BY US: Travelyara reserves the right to cancel a tour in any circumstances but, except for force majeure or the client's failure to pay the final balance
- **CONTACT US:** Please contact us at info@travelyara.com to let us know about any changes, cancellations, or queries you might have.

Liability:

The company does not own or control hotels, coach or other facilities mentioned in the tour. As an operator of the package tour therefore, we cannot be held liable.

- Where there has been no fault on the part of the company, supplier or agents.
- Where the failures in performance of the contract are attributable to the User.
- Where the failures are attributable to a third party not connected with the provision of the holiday and is unforeseeable or unavoidable.
- Where the failures are due to unusual and unforeseeable circumstances beyond your control.
- Where the failures are due to an event which you or your supplier even with all due care could not foresee or foretell.

We do take all reasonable steps in ensuring that the organization maintains standards and provide a service that is acceptable to the passengers. The information within this website has been compiled with all reasonable care and is correct to the best knowledge of the company and is published in good faith.

Complaints

We do our best to give passengers travelling on any of our holidays, an enjoyable and trouble free vacation but occasionally plans go wrong. Should you have any complaint, please inform your tour manager (at the same time), who will do everything possible to resolve the matter immediately. If the situation is not resolved to your satisfaction, then you must notify the company within very next day of the tour ending in writing. If you do not write to us within this time, this will affect the investigation and outcome of the complaint. Any disputes between clients and Travelyara Shall be governed by Jurisdiction on India.

Passports & Visas

To travel to India from overseas countries except for the citizen of Nepal & Bhutan, one needs a 06 months valid passport and a valid Visa. And processing of Passport and Visa are not included in the tour cost.

Early Check-in / Late Check -out

Please note that standard check-in / Checkout time in most hotels is 1200 Hrs. (IST). Therefore cost of early check-in or Late check-out is not included in the tour cost. We can always make a request for early check-in or late checkout if required but we do not guarantee that, that entirely depend upon the policy of the hotel, time of the year and availability of the room.

Extra Uses of our Vehicle

Please note that cost of the vehicle (car / coaches with the driver) does not include extra usage of vehicle like after transfer or after sightseeing until or unless it is mentioned in the itinerary.

Rights to amend the itinerary if required

Tour once commenced will strictly go as per the itinerary finalized. In case of events and circumstances beyond our control, we reserve the right to change all or parts of the contents of the itinerary for safety and well being of our esteemed passengers.

Surcharge

The Price of your travel arrangement is subject to surcharges in case of sudden hike in fuel prices, schedule airfare and any taxes levied by the government. Even in this case, we will try to absorb an amount of 2%, amount exceeding over 2% will be surcharged.

Our Liability

Travelyara accepts the liability for those arrangements for your holiday, which are wholly within our control and therefore, accept liability to clients for the negligence of our employees. However, we would like to draw attention to the following circumstances, which fall outside our direct control or where for some reason we are not prepared to accept liability.

The Company shall, in no circumstances whatsoever be liable to the client or any person travelling with him or her for: Any death, personal injury, sickness accidents, loss delay, discomfort, increased expenses, consequential loss and / or damage or theft howsoever caused;

Any act, omission, default of any independent contractor or other person or by any servant or agents employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facility or service for the client or for any person travelling with him howsoever caused. Travelyara is unable to take liability for commercial arrangements out of our control such as Covid-19 Disease (Announced Pandemic By World Health Organization), natural disasters, industrial disputes, reason of threat or war, riots, civil strife, terrorist activities, technical problems to the transport, extreme weather conditions, closure of the airports and sea ports and similar event out of our control, or are due to unusual and unforeseeable circumstances beyond our control.

COVID-19 RELATED TERMS & CONDITIONS:

User agrees that due to recent outbreak of COVID-19 pandemic, which has been declared as a national disaster by the Government of India, there may be instances, where the end service provider either cancels the booking or refuses to provide the services, as agreed with the User, by assigning or not assigning any specific reason for such refusal. Refusal of service may be due to the reasons including but not limited to the User:

- exhibiting any symptoms associated with COVID 19.
- refusing to comply with safety advisories, like wearing protective gear, complying with social distancing norms etc. suffering of any ailment making the User vulnerable to the virus
- posing a threat to the health and safety of others

In such cases TRAVELYARA will assume no liability for the refusal of service by the end service provider. The User also agrees that refund, if any, for such bookings will be processed by TRAVELYARA to the User subject to receipt of the same from the end service provider.

User further understands that due to the outbreak of COVID-19, the Central Government through its ministries, State Governments and statutory bodies have/may come up with detailed set of guidelines or standard operating procedure (SOP) that a traveler will have to follow in order to undertake the travel.

The User agrees to abide with all such guidelines/SOP while undertaking any travel. Failure to abide by such detailed set of guidelines/SOP, may lead to a situation where the service provider or any person authorized by the Central Government, State Government or statutory body may disallow the User to undertake the travel. In such circumstances, TRAVELYARA will not be held liable for such refusal to travel and refund, if any, shall be strictly as per the terms of the service provider.

User understands that the Central Government, State Governments and various other bodies, may mandate downloading of Arogya Setu App or submitting a self- declaration form prior to entering a transit point like airport, railway station etc. or at the time of checking-in for a flight, into a hotel etc. Accordingly, the User must ensure downloading of Arogya Setu App on their smartphones or provide any other alternate such as self-declaration when demanded.

User undertakes that all bookings are subject to certain minimum medical wellbeing criteria specified by the Govt. / appropriate authority from time to time. User should have no medical history of the COVID-19 virus 28 days before the date of scheduled travel, especially in case of inbound travel. In this regard the User may be required to furnish a medical proof or health declaration in a applicable format.

COVID-19 TRAVELYARA DISCLAIMER OF LIABILITY

October Onwards: When travelling with Travelyara your safety is of paramount importance to us. We have implemented various COVID-19 related safety measures, processes and procedures (“Infectious Diseases: Health and Safety Protocol”) to ensure we create an environment that is both safe and hygienic when you stay with us, which protocol was developed by taking guidance from guidelines and hygiene policies prescribed and published by the World Health Organisation.

Your itinerary may include accommodation services at properties (i.e. accommodation at Hotels and /or camps/ or cottages) and / or ancillary services such as transfers, tours, and activities that will not be provided by Travelyara but by independent third party owners and / or operators that are not owned and / or managed by Travelyara. Whilst all Third Party Service Providers of Travelyara have committed to implement similar processes and procedures as to our Infectious Diseases: Health and Safety Protocol to try and protect guests making use of their services, Travelyara is not in a position to validate or dictate their health and safety protocols which will vary between Third Party Service Providers. As a result, we cannot confirm the standard to which Third Party Service Providers protocols adhere to and as such we cannot accept any form of liability (in the broadest terms) should you (or any member of your party) contract an infectious disease (including COVID-19) when using the services of a Third Party Service Provider. The same will apply in respect of public areas (i.e. landmarks, public venues, sightseeing venues, etc.) which you may wish to visit whilst staying at properties owned by Third Party Service Provider as neither Travelyara nor Third Party Service Providers have any control over health and safety protocols followed at public areas or any action(s) of a member of the public which may cause an infection of an infectious disease.

As with any protocol the measure of success in implementing a process or procedure under a protocol will be determined by the level of compliance and adherence to the relevant processes and procedures prescribed by the relevant protocol. Whilst Travelyara will ensure full compliance by its management, employees and contractors with the Infectious Disease: Health and Safety Protocol, Travelyara cannot accept any liability in the event of a guest(s) contracting an infectious disease (including COVID-19) as a direct or indirect result.

These terms and conditions are subject to change/modify anytime as per company’s policies with or without notice in any form.

It’s the User responsibility to keep looking at this document time to time.

Accepted/ Understood and Acknowledged by User