



BOOKING TERMS  
&  
CONDITIONS

---

# BOOKING CONDITIONS

The following Booking Conditions together with the General Information contained in our brochure and on our website form the basis of your contract with Indus Tours & Travel Limited trading as **Soul of India**. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means Indus Tours and Travel Limited.

## 1. Making your booking

To make a booking, you must complete our booking form. The signatory to the booking form ("party leader") must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. The signatory must also be a member of the travelling party. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

The completed signed booking form must then be sent to us together with the payments referred to in clause 2 below.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If a particular flight or hotel is not available, we will offer a suitable alternative. If the alternative offered by us is not acceptable to you, we will return the deposit and no booking will arise.

## 2. Payment

In order to confirm your chosen holiday, a non-refundable deposit of £250.00 per person must be paid at the time of booking. If you are booking within 8 weeks of departure (10 weeks for Group/Specialist Tours) full payment for your holiday must be made at the time of booking. Please note some of our suppliers require payment in full at the time of booking for certain travel arrangements and/or particular ticket types regardless of how far ahead of your holiday you book. If this is the case we will advise you before you make your booking. Generally such payments are non-refundable. Please see clause 7 for further details. It is your responsibility to take out adequate Travel insurance at the time of, or prior to making your Booking to cover your holiday. (see article 8 below).

The balance of the holiday cost must be received by us no later than the applicable balance due date. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date (including all monies paid or due in respect of arrangements where full payment was required at the time of booking). If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

All monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on our behalf until they are paid to us or refunded to you.

## 3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader or your travel agent. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with under the ABTA Arbitration Scheme (if the Scheme is available for the claim in question and you wish to use it – see clause 13) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

## 4. The cost of your holiday

**Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.**

We reserve the right to increase / decrease and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the applicable price at the time of booking.

Subject to correction of errors price increases or decreases after confirmation of your booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. You will also be required to pay an administration charge of £10.00 per person together with an amount to cover agent's commission. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 9 "Changes and Cancellations by us". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 9 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable if any decrease in our costs occurs during this period.

Please see clause 25 for details of what is included in/not included in the price of your holiday.

## 5. Special requests and medical conditions / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

## 6. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £35 per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

## 7. Cancellation by you

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable\*. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.

Period before departure within which written notification of cancellation is received by us	Cancellation Charge per person	
<b>Tailor-made holidays</b>	<b>Group Tours</b>	
More than 56 days	More than 70 days	Deposit only
56 – 28 days	69 – 28 days	50 %
27 – 14 days	27 – 14 days	75%
Less than 14 days	Less than 14 days	100%

\*Please note: Where you were required to make payment in full for any arrangements at the time of

booking (other than for bookings within 10 weeks of departure) the cancellation charge applicable to those arrangements will be 100% of the cost of those arrangements if you cancel those arrangements at any point after they have been confirmed to you. This will be payable in addition to the applicable cancellation charges due in respect of any other arrangements you also cancel.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy directly from the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

## 8. Insurance

We consider adequate travel insurance to be essential. You must give details in writing of your policy (insurer and policy number).

Please read your policy details carefully and take them with you on holiday. It is your responsibility to arrange and maintain suitable travel insurance for the period of travel. We will not be held liable for any costs or compensation due to your failure to arrange travel insurance.

## 9. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of circumstances outside our control (see clause 9 below) or lack of minimum numbers. Please note, our group tours and certain holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday have not been received, we are entitled to cancel it. We will notify you or your travel agent of cancellation for this reason no later than the balance due date applicable to your holiday.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or

- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel we will as a minimum, where compensation is due, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 20 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

Period before departure a significant change is notified to you or your travel agent	Compensation per person
More than 56 days	Nil
56 – 28 days	£20.00
27 – 14 days	£40.00
Less than 14 days	£50.00

Period before departure a cancellation is notified to you or your travel agent	Compensation per person
More than 56 days	Nil
56 – 28 days	£50.00
27 – 14 days	£100.00
Less than 14 days	£150.00

Please also see clause 20 "Delay and Denied Boarding Regulations".

Very rarely, we may be forced by "force majeure" (see clause 10) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

## 10. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## 11. Our Liability to you

- (1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In

addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

- (2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -
  - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
  - the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
  - 'force majeure' as defined in clause 10 above
- (3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 16 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.
- (4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.
- (5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £50.00 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

- (6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an

operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air; the Athens Convention for international travel by sea, the Berne Convention for international travel by rail). Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

- (7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.
- (8) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

## 12. Complaints

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our local representative or agent or your Tour Leader (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent/ Tour Leader and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must then contact our local Associate Office (the address will be on the service voucher). If the problem or complaint is still not resolved to your satisfaction please contact us in the UK on (+44) (0) 208 901 7320 (or other contact details we have provided you with during your holiday), giving us full details and a contact number for you. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

## 13. Arbitration

Disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA and administered independently by IDRS, part of the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)) or from ABTA (for further contact details see clause 19). This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the IDRS

within 9 months of the date of return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement.

## 14. Behaviour and damage

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

## 15. Conditions of suppliers.

Many of the services which make up your holiday 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 (see clause 11(4)). 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.

## 16. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

## 17. Passports, visas and health requirements

The passport and visa requirements for British citizens for the holidays we offer are available on request. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6

weeks to obtain. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

Please note there may be compulsory health requirements for your holiday.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see leaflet T7 and the website [www.dh.gov.uk](http://www.dh.gov.uk)). Health requirements and recommendations may change and you must check the up to date position in good time before departure.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## 18. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo) which you are recommended to consult before booking and in good time before departure.

## 19. Financial security and ABTA membership

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 4586). When you buy an ATOL protected air inclusive holiday or flight\* from us you will receive a confirmation invoice from us (or via our authorised agent) confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. [Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme] \*The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight or flights we arrange for you commences in the UK. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

We are a member of ABTA (ABTA number W5420). If your holiday does not include flights, ABTA will financially protect your holiday in the same way except that, if already abroad, you will be returned to the point where your contracted arrangements with us commenced. Please go to [www.abta.com](http://www.abta.com) for a copy of the guide to ABTA's scheme of Financial Protection.

ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan.

We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint (see clause 13), contact ABTA, 30 Park Street, London SE1 9EQ tel 020 3117 0500 or [www.abta.com](http://www.abta.com)

## 20. Flights

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm).

In accordance with EU Regulations we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we

are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

### 21. Delay and Denied Boarding Regulations

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If your flight 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 or any other payment from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment 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. This includes any disappointment, distress, inconvenience or effect on any other arrangements. 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.

### 22. Brochure / website / advertising material accuracy

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

### 23. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

### 24. Ratings and classifications

The ratings and classifications cited for the arrangements featured in our brochure are those given by the official bodies responsible for rating those arrangements in the country where they are located. Please bear in mind that there is no international rating/classification system. The standards required for a particular rating in one country may differ significantly from that in another. When taking ratings into consideration please bear in mind the location of the arrangements in question and the general standards of living in that country. If you have any questions about the rating of any particular arrangements please ask us before you make your booking.

### 25. Tour Price Includes:

1. International & domestic flights in economy class.
2. All airport taxes.
3. Internal flights as per the itinerary.
4. Accommodation with en-suite facilities
5. All transfers by a private chauffeur driven car (coach transport for group tours) as per your itinerary.
6. Sightseeing tours, excursions and game viewing as specified
7. Meals as specified
8. Services of guides, naturalists, local representatives & tour managers
9. Entrance fees to monuments & park fees to National Parks
10. Train journeys and other internal transfers as specified.

### 26. Tour Price Excludes:

1. Visa fees. We can assist in obtaining visa for a service fee of £25.00 per person.
2. Travel Insurance.
3. Meals not specified.
4. Expenses of personal nature such as beverages, telephone calls, laundry, gratuities etc.
5. Camera fees at monuments.

### 27. Data Protection

In order to ensure booking and travel arrangements run smoothly in accordance with your requirements, we need to use the information you provide and pass this on to our ground-handling agents.

We must pass the information on to relevant suppliers of your travel arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as police/customs/immigration if required by them, or as required by law.

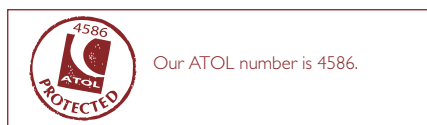
This information may include your name, address, age and any special needs/disabilities/dietary requirements etc.

Once your information is passed on to the relevant supplier (of your travel arrangements), the use of the information will be subject to their own data protection policy.

You should be aware that as your holiday is outside the European Economic Area, controls on data protection in the destination you are visiting might not be as strong as the legal requirements in this country.

Where you provide us with sensitive information such as details of any disabilities or dietary/religious requirements, in making this booking, you consent to this information being passed on to the relevant suppliers of your travel arrangements. If we cannot pass this information on to these persons, it may not be possible to provide you the required service.

We will not pass any information provided onto any person, who is not, responsible for part of your travel arrangements.



Our ATOL number is 4586.



# SOUL OF INDIA

## JOURNEYS OF DISCOVERY

Soul of India tours are operated by Indus Tours and Travel Limited under ATOL No - 4586 & ABTA No - W5240  
 Soul of India, Unit 4 Artisan Place, 23 Ladysmith Road, Harrow HA3 5FE, UK  
 Tel: 020 8901 7320 E-mail: [holidays@indusexperiences.co.uk](mailto:holidays@indusexperiences.co.uk) Website: [www.indusexperiences.co.uk](http://www.indusexperiences.co.uk)

