Terms & Conditions

a. "You/Client" means and includes the Lead Passenger & on whose behalf the Booking is made and / or the person making the Booking.
b. "We"/"Us"/"Company" means Thomas Cook (India) Ltd.
c. "Independent Contractors" means Hotelier / Hotel owner, Owner of any airlines or shipping company or Railway, Ferryboat owner / Operator, Coach owner/ Operator, or any other person or organization who has been selected by the company to render services to the client.

BROCHURE / ITINERARY ACCURACY / CHANGE
All information given in this brochure / itinerary is based on the information available at the time of publication. We reserve the right to change any brochure / itinerary information before or after your booking the tour due to any events beyond our control. In case we are aware of any changes sufficiently in advance, we will notify you at the time of booking, otherwise our Tour Manager or Local representative will inform you of the changes. Major road works may necessitate route changes in the itineraries, Indian restaurants may close or change management, all of these may cause us to make changes in the itineraries. Where we know of these sufficiently in advance we will notify you, otherwise our Tour Managers or Local Representative will inform you of the changes on the spot. There are also very big fairs and exhibitions, where all the hotels are fully booked well in advance, and therefore it may be necessary to stay in hotels in other cities. We may often operate more than one coach per departure date. We may operate more than one group per departure or club 2 groups in one departure due to operational reasons. For the comfort and convenience of our clients, we will sometimes reverse the direction, or slightly amend the itinerary including the flight routing. We will advise you of these amendments, prior to the start of the tour or on tour. We may modify the itinerary based on various factors like maintenance of historical monuments, museums, major events like sports conventions, religious festivals, etc. We may take a detour to reach sightseeing places due to traffic conditions; road blocks and that may vary the course of itinerary. We reserve the right to change the departure date or cancel a departure due to lack of enough number of passengers and will not take any responsibility for any ticket of the client which they may have purchased in advance for sector within India or abroad. Clients are responsible for the adherence to time at all stages of the tour. In the event that a client misses on any part of the sightseeing tour or any such tour due to delay on his part, he will not be entitled to claim refund of the same. The company shall not accept any liability or responsibility for any damages, Loss, baggage Loss, injury, accident, death, breakdown, or irregularity, which may occur in carrying out the tour arrangement, weather conditions, strikes, war, quarantine and any other cause whatsoever and all such loss or expense must be borne by the client. We reserve the right to claim any additional expenses incurred due to delay or changes in schedules of train, aeroplane, bus, ship or other services. We further reserve the right to amend, alter, vary or withdraw any particular departure; excursions advertised or substitute a hotel of similar category if deemed necessary. You consent for the amendment/alteration in the brochure/itinerary. These terms shall be read together with the brochure/itinerary but these terms shall prevail over the brochure/itinerary and shall override the brochure/itinerary to the extent that it is contradictory or conflicting thereto.

MEALS AND SPECIAL REQUESTS
The menus are pre-set menus provided for meals on the tour. The types of meals are clearly indicated in the brochure. Unlike an airline, we cannot provide a special meal, nor do we guarantee a special diet to the client, except to the extent mentioned in the brochure and preferred by you. We however reserve the right to change the meal arrangement if circumstances make it necessary to do so. In the event that the client wakes up late and misses the breakfast off ered to him or the client is out on his own and reaches late or in case of delay of flights or for any other reason whatsoever the client misses any meal including breakfast offered to him by the company, then no claim can be made for the meal/ breakfast, which he has missed and not utilized. Special requests for room allocation, diet consideration on tour / cruise / flight etc. must be made in writing at the time of booking, but all such requests shall be subject to availability. The Company will not be held liable for claims of damages or consequential loss if the company is unable to process such requests for want of availability.

HOTELS
You will be out for sightseeing most of the time and hence we have taken care to select hotels which are convenient and comfortable. Hence sometimes they may be located away from the city centre. Most of the rooms have private bath or shower. The category of hotels will vary according the tour package booked by you. The hotels will either be those shown in the itinerary or of the same category. Due to trade fairs and conventions in the cities the hotels may be blocked out for more than 2 yrs in advance. In view of this you may have to stay in hotels further away from the cities and itineraries may have to be altered / amended. Since the rooms are comparatively small, we would recommend only 3 persons in one room for your own comfort. Triple rooms are usually no larger than twin rooms and the third bed is often a rollaway cot put in a twin room for the night. Also due to favourable conditions in certain countries, most of the hotels may not have air conditioners / fans. All baggage and personal effects are at all times and under all circumstances your responsibility. We will not be responsible or liable in case of loss or theft or damage of such items from the hotel premises / Coach / Cruise / Airport / during travel or place of visit etc. Some hotels offer the facility of safe deposit lockers, which can be availed of by you at your own cost and risk. The company will not be liable for any loss / theft from the same. Any damages caused to the hotel rooms / Coach / place of visit etc. during your stay / tour / visit, shall be borne and payable by you, and the company will not be liable for the same. Company is not liable if there is sudden disruption / disorder of telephone, internet services, and other amenities while staying at the hotels. The company will also be not responsible for the facilities provided or not provided in the room / bathroom / hotel premises etc. by the Hotel or its staff. Rude or Unprofessional behavior of hotel staff does not come under the direct purview of the company and the company will not be responsible for the same. Facilities like mini bar, pay television channels, telephone etc are not complimentary and these facilities if used by the client have to be paid for by the client directly to the Hotel and such charges are not included in the tour cost. The client will have to abide by the check in /check out time of the hotel. Any changes made directly by the hotel come under their direct purview and we will not be liable for any compensation due to this change.

AIRLINE
The Company shall, in no circumstances whatsoever and howsoever caused, shall be liable to the client or any person traveling with him for Loss of Baggage by the Airline, failure to provide meal of the client's choice by the Airline, Overbooking of seats by the Airline, failure on the part of Airline to accommodate client despite having confirmed tickets, Meals offered by the airline / Quality of meal, Flight delay, if the client misses the flight, Changes of flight schedule / routing / airline mentioned at the time of booking, etc. In this condition the expression 'howsoever caused' includes negligence on the part of client or the service provider. If in the event that the client is booked on a particular Airline on a particular date and due to certain reasons beyond the control of the Company, the client is not allowed to board the flight, the client shall not hold the company responsible for the same and no claim whatsoever can be made by the client against the Company. Airport taxes / Airport Development Fee as applicable to be paid over & above the Tour Cost should there be a rise post the printing of the brochure. All the booking / cancellation / change of the airline ticket and the travel on such airline ticket will be subject to the terms and conditions of respective Airlines and the same may be provided to the client by the company upon request from client. Airlines are operating as per its own norms, rules and regulations and client has to strictly adhere to the same.

LOSS / DAMAGE
Company is not responsible for any loss or damage to personal belongings during the stay in the hotel or while traveling in the coach. Due to theft or loss of baggage, tour participant can lodge a complaint with the local authorities on his/her sole discretion, cost, risk and consequences.

COACH / SITTING
We use air-conditioned/air-cool luxury coaches. However, sometimes due to extreme weather conditions the same may not seem to be very effective. The company will not be responsible for any defect in the Coach or in the Air-conditioner / air-cooler or for the behaviour of the Driver or the attendant. We have found it fair to operate daily seat rotation on board our coach, so no seat numbers are allocated. The coaches are equipped with an emergency washroom, however this facility is not to be used in lieu of the rest rooms at our frequent comfort stops. If you are carrying any high value items on the coach, we advise you not to leave them behind when you leave the coach. We will not be responsible or liable in case of loss of such items from the coach. All baggage and personal effects are at all times and in all circumstances your responsibility. Any damages caused to the coach during your travel, shall be payable by you and the company will not be liable for the same. The drivers are bound by specific rules, like maximum driving hours within a day and during a week, rest period per day / week etc. Clients will have to strictly adhere to the prescribed timetable for the day so that the driver can complete the travel, otherwise certain sightseeing schedules may be missed due to your actions / delays and the same will be non-refundable.

ACCOMMODATION FOR CHILD BELOW 12 YEARS OF AGE
It is expressed and given to understand that a child below 12 years of age who is booked on the tour paying the special rate without a bed will not be provided with a bed in the hotel while on the tour under any circumstances. In case the client makes any changes in their rooming while on the tour, the company shall not make any refunds or pay any compensation to them. In case the Client decides to make any change in the rooming while on the tour subject to availability, then they shall be bound to pay additional charge.

CANCELLATION DUE TO VISA REJECTION
All the clients travelling on a Thomas Cook Holiday tour must be in possession of a valid visa. Client shall ensure that the Visa Application Form (s) is duly filled and verified by the Client, to its satisfaction, before it is submitted to the Embassy. / Consulate. However kindly note that it is entirely at the discretion of the concerned Consulate / Authorities to grant / reject visa even after submitting all relevant documents and the company will not be held responsible for the same. The company is not at all liable for such cases or has any influence on the consulate/embassy's decision The role of the company is only to provide necessary guidance to the client for the purpose of applying for VISA. The company will not be responsible for non-issuance of visa due to receipt of incomplete / delayed documents from the Clients. It is a possibility that the consulate may ask the passengers to appear for a personal interview. This is at the sole discretion of the Consulate / Authorities. If the required documents are not submitted by the client, the issuance of visa will further be delayed / rejected, and the client will not hold Thomas Cook liable for the same. Client should adhere to all the norms and conditions laid by the consulate / embassy Upon rejection of visa, if the client wishes to reapply for the visa, he / she is liable to pay again the requisite fee to the consulate and he / she will not claim from Thomas Cook.

REGISTRATION
In cases where the travel agent through whom the clients have booked the tour signs the Booking Form for and on behalf of the persons named in the Booking Form, it shall be deemed and construed that the clients have duly authorized the said travel agent to sign on their behalf. The signing of the Booking Form by the Client or by their travel agent shall mean acceptance in totality of the Terms and Conditions contained herein by the Client/s. No person including the Employee/s and the Agent/s of the Company other than the Company, in writing, has the authority to vary, add, amend, alter or waive any stipulation, representation, term or condition set forth herein. Any assurance given by any person shall have no consequence. The Company reserves the right to decline to register any person/s as Client/s for any Tour or to cancel their registration without assigning any reason.

RESCHEDULE / DATE CHANGE FOR A TOUR
In the event a client wishes to change the date of travel or transfer from one tour to another, prior to the departure of the originally booked tour. The originally booked tour will be treated as cancelled by the client, thereby attracting the cancellation charges as stated herein, which shall be payable by the client. The client shall on making payment of cancellation charges be able to make a fresh booking for another tour.

CANCELLATIONS
All services such as Airline seats / Hotel accommodation / ground transportation etc. for group tours are preblocked well in advance. We are still liable to pay to all our suppliers / vendors the agreed charges including penalties, if these services are released / cancelled within the below mentioned time frame. If circumstances make you cancel the Tour, the cancellation must be intimated to us in writing. You consent for levy of the Cancellation Charges by the Company as stipulated below:-

CANCELLATION CHARGES WHEN A CANCELLATION IS MADE	AUSTRALIA / NEW ZEALAND	ASIA	AFRICA	AMERICA	EUROPE
46 Days or more prior to the departure of tour	15%	15%	15%	15%	15%
45 – 11 Days prior to the departure of tour	50%	50%	50%	50%	50%
11 - 04 Days prior to the departure of tour	70%	70%	70%	70%	70%
3 or Less Days prior to the departure of tour	85%	85%	85%	85%	85%

Amount of Cancellation charges % on total tour price must be paid by the Guests.

In the event, you have opted for the Thomas Cook Trip Protection, your Cancellation Charges shall be calculated and determined by the Company in accordance with the Thomas Cook Trip Protection. The Terms & Conditions of Thomas Cook Trip Protection will apply.

The company reserves the right to cancel any Tour prior to the departure, without assigning any reason. In such an event, all monies paid by you will be fully refunded but no compensation will be payable. In case of cruises, 100% of the cruise cost paid will be forfeited in case of any cancellations, irrespective of time of cancellation. The company cannot assume responsibility for any additional cost or any fees relating to the issuance and / or cancellation of air tickets or other arrangements not done through the company. The company reserves the right to forfeit non refundable booking deposit of $400 in case of any cancellations. However, passengers whose visas are not granted by the consulates must intimate us at-least 45 days in advance of the date of commencement/departure of the tour, at which time the company will deduct $ 100/- per person towards Guidance Charges over & above any other actual expenses, if any, incurred and issue credit voucher for the balance, to be redeemed by the client for any services to be availed from the Company, in future. (in which case the above Cancellation Charges shall not apply). However if such information is received after the said period of 45 days prior to the date of commencement/departure of the tour, the cancellation charges will be applicable as per the cancellation rules mentioned above.

PAYMENTS
All payments towards the tour cost must be made by the client to the company in accordance with the procedure and time frame mentioned herein below. All payments made within 10 days prior to the tour departure date will have to be paid via Bank Transfer. Client will be required to make payment in foreign currency of the tour cost. Payment Procedure:

Request our customers to insist on a printed Payment Acknowledgement slip for the payments made at all our outlets

MINIMUM PER PERSON PAYMENT TO BE MADE BY THE CLIENT	AUSTRALIA / NEW ZEALAND	ASIA	AFRICA	AMERICA	EUROPE
On the date of booking the tour	$400	$400	$400	$400	$400
45 Days or more prior to the departure of tour	50 % of the tour cost	50 % of the tour cost	50 % of the tour cost	50 % of the tour cost	50 % of the tour cost
45-30 Days prior to the departure of tour	100 % of the tour cost	100 % of the tour cost	100 % of the tour cost	100 % of the tour cost	100 % of the tour cost

Full payment must be made in accordance with the procedure stated above. In case of noncompliance thereto by the client, the company reserves a right to cancel the tour/booking of the client and forfeit the amount already deposited with the Company and in case of the shortfall recover further monies as cancellation charges mentioned herein.

REFUNDS
Refunds (If any) for amendments and / or cancellations will be paid directly to you for bookings made directly with the company's office.

For bookings routed through the Travel Agent, the refunds will be routed through them. It would take at least 30 working days to process refunds. There is no refunds payable for any unutilized or partially utilized services (e.g. Airline tickets, Meals, Entrance Fees, Optional Tour, Hotel, Sightseeing etc.) Third Party refund i.e. airlines, cruise, overseas suppliers could take between "30 to 90 working days", provided relevant supportings are provided to the Company. If a tour is cancelled by the Company, then all monies will be refunded after taking into consideration the actual expenses incurred for Visas, etc

DEVIATIONS
Any request for deviation by the client which may be in the form of an additional service(s) or reduced service(s), from that which is being offered in the pre-booked tour, shall be communicated by the client to the Company in writing. The Company shall register the request for deviation subject to receipt of advance caution money for services under deviation. However, registering a deviation request and receiving advance caution money towards the same shall not guarantee the acceptance of deviation request by the Company. The Company shall subject to the availability of the services, as per the deviation request of the client, accept or reject deviation. If the Company accepts deviation then it shall confirm the deviation date and collect the balance monies if any, along with the applicable taxes upon the confirmation of the deviation. The Company does not assure, guarantee or warrant that the deviation request of the client shall always be accepted and disclaims all liability, and/or responsibility arising thereto.

SCOPE OF ACTIVITY
We are travel agents and holiday organizers only. The role of the company is that of an agent of the client to secure proper services for the tour from the independent contractors and service providers such as the airlines, shipping company, hotels, Coach etc. We do not control or operate any airline, neither do we own or control any shipping company, coach or coach company, hotel, transport or any other facility or service mentioned in this brochure. We take care in selecting all the ingredients in your holiday, but because we only select them and have no control in operating them, we cannot be responsible for any injury, death, loss or damage, which is caused by the act or default or omission of the management or employees of any hoteliers, airlines, shipping company, coach owner / coach operator who are the company's independent contractors arising outside our normal selection process.

PRIVACY OF INFORMATION
We treat all the information furnished by you as confidential. However, you consent and authorize us to share all or any information pertaining to you with airline, hotel or other service providers who will provide the services to you during your tour and also to fellow traveler(s). You acknowledge that we shall be constrained to disclose the information furnished by you, if such disclosure is required by the law or by an order of a court or the rules, regulations or enquiry by any government / statutory agency having regulatory or statutory authority over the Company.

CONDITIONS OF PASSAGE
These conditions are applicable to every client of the Company, who books a Brochure Tour or any Special Tour or travel arrangement. In the event of a client booking through us a Tour and / or Tour Arrangement of any other Tour Operators like Royal Caribbean, Norwegian Cruise, Carnival, Cosmos etc., the "Terms and Conditions" specified by such Tour Operator, including their payment schedule, cancellation, refund etc. shall be applicable, in addition to our "Terms and Conditions" while determining the contractual relation between the Client, the Tour Operator and us.

HEALTH AND INSURANCE
It shall be the duty of the Client to inform the Company in case the Client has any medical condition that may affect his ability to enjoy and pursue fully the Tour Arrangements and wherein the interest of the Group or any member thereof is prejudicially affected. Pace of certain tours might not be suitable to individuals. Hence we suggest that individuals may choose tours as per their health conditions. The Company reserves the right to ask the Client to provide written certification of medical fitness before departure. In the event that a medical condition has not been disclosed the Company will not be liable to provide any assistance or money back. It is necessary for the client to obtain a valid travel/health insurance prior to the commencement of the tour and the company will not be responsible for the same. Settlement of the claims will be entirely at the discretion of the insurance company.

COMMUNICATION:
Any communication directed at the address or made through / on the contact details such as e-mail id, cell phone/telephone no./fax no.. of the Client as disclosed in the "Booking Form" or made to the travel agent through whom the client has made the bookings with the company shall be deemed to have been communicated to and received by the Client. The Company shall not responsible for any error on part of mode of communication or the Travel Agent in this regard.

CONDITIONS OF TRAVEL:
A) The Client will have to strictly follow the Tour Program as per the tour itinerary. There shall be no refund, if the client fails to join the group at the commencement of the tour, or joins the group later or leaves the group before culmination of the tour. It shall be noted that for all purposes, it shall be the responsibility of the Client to reach the place of commencement of the Tour and register with the representative of the company at the appointed place, date and time.
In case if a client along with his family is compelled to discontinue the tour due to any reason whatsoever including illness, death or loss of passport or any travel documents, no claim shall be entertained for refund of unutilized services.

B) Even if a client is unable to reach the place of commencement of the tour due to any reason whatsoever including loss of baggage or loss of travel documents, his booking shall be treated as "no show" on the tour and 100% cancellation charges will be levied.

C) If a client avails pre - tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to join the group for the main tour at the appointed place, or cancels the tour after using the air tickets or pre - tour arrangements or part thereof, it shall be treated as "no show" and there will be no refund whatsoever for the unutilized pre-tour or main tour services.

D) The Company, reserves the right to drop / remove / discard from tour anyone whose behavior is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other clients and the Company shall be under no liability to any such person. It is hereby declared that the immunities provided under this contract shall be available to the Company's Managers, including Tour Managers, Employees, Servants and Agents but not to the Independent Contractors selected by the Company.

E) Each of these conditions shall be severable from the other and if any provision be invalid, illegal or unenforceable, the remaining provisions shall nevertheless have full force and effect. No liability on the part of the Company arising in any way out of the Contract in respect of any tour, holiday, excursion facilities shall exceed the total amount paid or agreed to be paid for the tour holiday, and shall in no case include any consequential loss or additional expense whatsoever.

F) The prices quoted in this brochure have been calculated at the rate prevailing at the time of printing of this brochure. The Company reserves the right to amend the prices published in this brochure in case of currency fluctuations, changes in the various gross rates of exchange, and / or fuel costs, special/ high season charge levied by the suppliers, hike in the airline/rail charges before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before the Departure by the Client.

G) If you book with your own travel agent and your booking with that agent includes, but is not limited to Thomas Cook arrangements, your contract is with your travel agent and Thomas Cook is simply an agent to your travel agent.

H) In case of publication of any travel scheme offering any discount or benefit by the Company, it shall have the sole right to withdraw such a scheme or discount at any time unless a specific assurance of the contrary is published.

I) The company shall in no circumstances whatsoever be liable to the client for:

i) Any over stay expenses due to delay or changes in bus / air / trains / ship / or cancellation of special bogie or other services due to sickness, weather conditions, strike, war or any other cause whatsoever.

ii) Sightseeing missed & / or program being cancelled after the commencement of the tour & before the due period due to any unavoidable situations which are beyond our control.

iii) Any Loss / Damage of baggage by the Airlines / Hotels / Coach / Cruise.

K) In the case of one or more but not all clients signing 'Booking Form' it shall be deemed that others have duly authorized concerned signing client / (s)

L) Initial deposit only ensures registration, to receive any services including Ticketing, Visas, and Hotel Accommodation from the Company, client will have to make full payment towards the same.

M) We cannot endow with individual aid to any of the client/traveler for walking, dinning, getting on & off from any of the transport vehicle or other personal needs. So it is indispensable that a qualified companion must accompany such client/traveler who needs such assistance. In the absence thereof, such client/traveler will be joining the tour on his own risk and consequences.

N) The client / Traveler must have his / her passport valid for at least 6 months subsequent to such departure date.

O) Company solely reserves the right to publish group photographs of the clients taken during the tour.

P) Distance, temperature & pre/post tour accommodation prices given in the Brochure are approximate & are subject to change.

Q) Photo of meals & sightseeing published in the Brochure are only for reference & may change from actual meals served/sights.

R) In case company offers any adventures activities then it is significant to note that all the clients should enjoy such activity / ride at their own risk as such kind of adventure might be risky at times especially for heart patients, expecting women, people with Blood Pressure etc.

S) The tour will be operated subject to a minimum of 20 full paying clients traveling together. The services of Thomas Cook Tour Manager will be provided with a group of minimum 20 full paying clients. In the event that the group size is less than 20 clients you will be given an option of travelling on another departure date.

OTHER TERMS
1) There is no Contract between the Company and the Client until the company has received the initial deposit as stated in the clause regarding 'payments'
2) The company has the right at any time and for any reason:
   - To terminate this contract after acceptance of deposit but prior to the Commencement of Tour without assigning any reason whatsoever. In the event, the company terminates this contract, the company shall refund the amount paid by the client without payment of any interest.
   - To amend, alter, vary or withdraw any tour, holiday, excursion airline, flight routing or facility or discounts / concessions it has advertised or published or to substitute an Independent Contractor of similar class if it is deemed advisable or necessary. In either case, the company shall not be liable for any damage, additional expense, or consequential loss suffered by the clients or for any compensation claims made.
   - To use alternate cruise liner, cabin category it has advertised or published or to substitute a cruise of similar class if it is deemed advisable or necessary. In either case, the company shall not be liable for any damage, additional expense, or consequential loss suffered by the clients or for any compensation claims made.
3) No person other than the company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation, term or condition in the brochure.
4) In the event of the company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such tour or holiday has been booked, the client shall have the right:

A) To continue with the tour or holiday as amended or altered or,

B) To accept any alternative tour or holiday which the company may offer. In either of these above cases, the client shall not be entitled to, or the company shall not be liable to the client for any damage, additional expense, consequential loss suffered by him or to pay any amount as refund.

C) To cancel the tour, in which event the cancellation charges as stated herein shall apply and the client will be liable to pay to the company such charges.

5) The company shall in no circumstances whatsoever be liable to the client for :

A) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and / or damage or any misadventure howsoever caused.

B) Any act, omission, default of Independent Contractor or other person or be any servant or agent, employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the client or for any person travelling with him howsoever caused.

C) The temporary or permanent loss of or damage to baggage or personal effects howsoever caused.

6) a) If the client has any complaint in respect of the services provided by any of the Independent Contractors, the client shall immediately notify the same in writing to the Independent Contractor and a copy thereof should be handed over to the Tour Manager of the company in order to enable the company to take up the matter with the Independent Contractor so that in future other clients do not face the same difficulty.

Any claim or complaint by the client must be notified to the company in writing within 7 days of the end of this holiday tour. No claim notified to this company beyond this period will be entertained and the company shall incur no liability whatsoever in respect thereof.

7) Client hereby expressly consents and authorizes the Company to share his/her or his/her family/group information or data to any Supplier, Independent Contractor or third party for the purpose of providing services to the Client. The Client's aforesaid consent and authority also extends to all such third party products, items and offers including sim cards which the Company may offer for free along with the Tour package and which is not being separately sold to the Client.

The said products, items and offers being free would be availed by the Client at the Tour cost without requiring the Client to pay any price towards the same. The use of the products, items and offers and related after sales services shall be the responsibility of all such third party Manufacturer or Service provider and the same shall be subject to the terms of Use of such third party manufacturer or service provider. The Client may in his/her own discretion avail or refuse to avail the products, items and offers.

The Company does not guarantee or warranty that the products, items and offers offered to the Client along with the Tour package shall be of a superior quality or that it shall meet the expectation of the Client or that the performance of the products, items and offers shall be satisfactory. These products, items and offers are offered by the Company to the Client on "AS IS", "WHERE IS" and "HOW IS" basis, free of cost to the Client without any liability, risk or responsibility on the part of the Company.

FORCE MAJEURE
The Company shall be excused from the performance or punctual performance of any of terms and conditions / services / tour or part thereof as above, if the performance thereof is prevented or delayed by any cause beyond the reasonable control of the company, which shall include acts of God, riots, wars, accidents, embargo, terror attacks, coup strike, natural calamities or requisition (acts of government), or delays / negligence / carelessness in the performance of the independent contractors caused by any such circumstances as referred herein. Any additional cost incurred by the Company, for the services provided to the Client, during the Force Majeure event, shall be paid by the Client.

1. All dispute / complaints with respect to these terms and conditions and the tour and services shall be subject to the jurisdiction of Courts at Mumbai only.
2. Upon signing the booking form, these terms and conditions shall be binding on both the company the client and shall become the only basis of relations between the parties and all previous communications in whatsoever form or mode, whether oral or otherwise, with respect to any term or conditions of the tour and services shall stand cancelled / revoked / terminated.

I am authorized on behalf of the person (s) named in the booking form to act, accept and consent on their behalf (s). I have read and understood all the terms and conditions as mentioned hereinabove and all my queries have been answered by the Company representative to my satisfaction and accordingly I have voluntarily agreed, accepted and consented to abide by these terms.

Name:	Signature:	Date:

Thomas Cook Travel Smooth
nri.thomascook.in