

## **1. All sales and supplies**

All sales and supplies done by European Gateways will happen along the following conditions. There can only be deviated from these general conditions if there is an explicit and written permission from European Gateways. Every traveler, participant of one of our travel tours or tours sold by us, are supposed to have informed themselves on our general sales conditions and to accept them.

## **2. General Notice Regarding Booking**

We advise you to ensure, before making a booking, that you have and / or you will be able to provide all the required valid and genuine documents and qualifications to enable you to complete the respective tour package. The company shall not be responsible or liable to apply for your visa, insurance etc. If the guests are unable to travel on the tour booked by them because either they could not get their visa in time or due to an error on the part of the embassy / consulate, an incorrect visa is issued to them, then in such case the cancellation charges as mentioned in the clause CANCELLATION OF BOOKING BY YOU will apply. Please note that guests other than the booked guest are not to be invited on tour by any booked guest and they are not allowed to use any of the services of the tour.

## **3. Payments**

The full payment must be received in accordance with prescribed payment schedule. If not paid in accordance with the payment schedule the company reserves the right to cancel the booking with the consequent forfeiture of booking amount and to apply the scale of cancellation charges as mentioned in the brochure.

- At time of booking: 10 % of the total tour cost
- 35 days before arrival: 75 % of the total tour cost
- 15 days before arrival: full payment of the total tour cost

## **4. Cancellation by Company**

We reserve our right to cancel a tour booked by you, without assigning any reason. Such cancellation may be due to circumstances beyond our control. In such cases, we will offer you alternative tour dates / tours. If the alternative date / tour is not acceptable, we would refund the money paid by you without interest after deducting any costs incurred by us on your behalf, within a period of 45 days from the date of amendment or cancellation. However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expense incurred by you.

## **5. Cancellation of Booking by You**

Should you wish to cancel your booking, you must notify us in writing. Such notification shall be deemed to have been given to us only on the date of the receipt of your letter, since we can act only on receipt. Please state the reason for your cancellation as it may be covered by your insurance policy. Claims must however be made direct to your insurance company. The following cancellation charges shall apply irrespective of the reason for cancellation. You understand and acknowledge that these charges are a genuine pre-estimate of the damages that we will suffer on account of cancellation. You understand that these damages are called liquidated damages in legal language, which are payable without proof of actual damages. You agree not to dispute such deductions or to demand proof of actual damages. Under the circumstances, you agree not to proceed legally against us unless there is a manifest error from our end.

- 35 days or more prior to departure of the tour: Free cancellation
- 34 – 30 days prior to departure of the tour: 10 % of the tour cost
- 30 – 15 days prior to departure of the tour: 75 % of the tour cost
- 14 days prior to departure of the tour or “No show” on the tour: 100 % of the tour cost

If the Booking Documents have been signed by one or more persons for themselves and for others mentioned in the Booking Form, then the communication signed by such signatory would be treated as a valid communication with full responsibility for cancellation for all such persons mentioned in the form.

If you fail to pay the tour costs in time or if you commit any other default in relation to your booking, we may treat such failure or default as a cancellation of the booking by you. In such case, the cancellation charges shall be computed with reference to the date on which we issue you a notice of cancellation.

If on your failure of payment or other default, no notice of cancellation is issued by us but your payment or default remains outstanding on the date of departure, the booking shall be deemed to have been cancelled by you without any advance notice, inviting the highest cancellation charge.

## **6. Amendment of Booking by You**

If you wish to amend or change your booking, you have to communicate your request to us in writing. Such requests for change or amendment will be accepted subject to availability. Please note that:

- The amended or changed booking will be regarded as a new booking;
- An amendment fee of 250,- EUR is payable in case of every amendment or change;
- In case the amendment is carried out within the cancellation period, then a cancellation charge shall apply as if a cancellation was made on the date the request for amendment or change is made.

## **7. Our Scope of Services**

We are travel and holiday organizers only. We inspect and select the services to be provided to you. However, we do not own, operate or control any airline, shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan or any other facility or provider etc. that is engaged to provide you services during the course of your tour. Therefore, please carefully note that:

- you will need to adhere to the conditions, rules and regulations of each service provider. For instance, you will need to check the baggage rules of the airline to understand what kind of baggage and how much baggage you can carry. You will need to check the hotel rules to check what the mealtimes are, at which you should make yourself available. The company is not responsible for the consequences if you breach such rules and regulations;
- If you cause any injury or damage affecting the service provider, then you may be liable to the service provider and if the service provider recovers any monies from us for such injury or damages, we shall separately charge you for the same;
- we shall not be held responsible and / or liable for any delay, deficiency, injury, death, loss or damage occasioned due to act or default of such service providers, their employees or agents.

## **8. Coach and Seating**

We generally engage air-conditioned / air-cooled luxury coaches but we are not responsible if the air-conditioning equipment malfunctions for any reason.

The coach drivers are bound by restrictions concerning maximum driving hours per day and per week and the itineraries have to be planned with regard to the same. It is therefore essential that the itineraries, schedules and timings are strictly adhered to by you so as to ensure that all the services can be duly provided. If you or any of passengers misses any service due to unpunctuality, we shall not be liable to refund any amount. Further, we shall not be liable to refund any amount or pay any compensation / damages for any change in itinerary or for missing any service due to the unpunctuality or actions of passengers. Please note that smoking, consumption of alcoholic beverages and snacks is strictly prohibited on coaches. Please keep the coach clean to avoid discomfort to the tour participants.

Please take care not to leave behind any property in the coach while disembarking. The Company would not be responsible or liable in case of loss of such property under any circumstances.

## **9. Baggage on Coach**

Coaches have limited space for luggage and hence we permit only one suitcase and one handbag per person in the coach.

## **10. The tour participants**

The tour participants Are Responsible For their Documents And Possessions The tour participants will have to take the risk and responsibility of all their luggage, belongings, currency, valuables, documents and personal effects (collectively 'baggage') at all times during the tour, whether during travel on the airline or during their stay in hotel or during their travel in coaches, while on excursions or otherwise.

If they forget to carry or if they lose essential travel documents such as passport, visa, tickets etc., they may be compelled to curtail the tour and they may have to incur extra expenses, for which they alone shall be responsible. We shall not be responsible or liable for any loss or damage in respect of their baggage etc. or their contents whether due to theft, accident, negligence or otherwise. We shall not be responsible / liable for any cancellation or curtailment of their tour compelled by any such loss of baggage etc. and we shall pay no compensation or refund to them.

If their baggage is lost or misplaced at any time during the course of their tour, it is their responsibility to take all appropriate actions to file complaints with the concerned authorities, including police, airline office etc.

## **11. Travel Documents and Clearances**

It shall be solely the tour participant responsibility to hold valid travel documents and statutory clearances, to enable them to travel on the tour such as passports, visas, confirmed air-tickets, insurance and medical insurance certificates and other statutory certificates including immigration clearance. Please note that your Passport must be valid for at least six months subsequent to the scheduled departure date of the tour. If you cancel the tour due to non-availability of the passport, visas / mistakes on the issuance of your visa, etc, you will be liable to pay cancellation charges.

## **12. Liabilities**

Please note that in any case, our liability arising from this contract shall not exceed the total amount paid for the tour holiday. Further, under no circumstances shall we have any liability in respect of any indirect, special or consequential losses whatsoever.

As earlier stated, any loss or damage to your baggage will be borne entirely by you and we shall not be liable for the same in any manner.

We shall not be responsible and / or liable for any damages caused to you due to reasons beyond the control of the Company (Force Majeure / Vis Majeure). Any overstay expenses due to delay or changes in bus / flights / ships / trains or cancellation of special bogie or other services due to sickness, weather conditions, war, threat of war, strikes, rebellions, disturbances, unrest, curfew or any other cause whatsoever, shall be borne entirely by you and we shall not be liable for the same.

We are not liable for any acts, omissions or defaults of other tour participants which may result in injury, damage to your life / limb or property or interfere with enjoying any services to be provided on the tour.

The immunities provided under this contract to the Company shall be available to the Company's Managers, including Tour Managers, Employees, Servants and Agents but not to the contractors / suppliers selected by the Company.

## **13. No Refund for Unutilized Services**

It is clearly understood that there shall be no refund or compensation whatsoever for unutilized services. This general rule applies to all kinds of non-utilization or under-utilization of tour services, whether of the whole or part of the tour and whether as a matter of your choice, or caused by your fault or compelled by circumstances such as ill-health, weather, external factors etc.

As a consequence of the above rule, please note that no refund will be admissible in the following circumstances (amongst others).

There would be no refund if you fail to join the group at the commencement of the tour or join the group later or leave the group before culmination of the tour for any reasons whatsoever.

There will be no refund if you fail to or are unable to utilize any of the services on the tour like airline travel, hotels, sightseeing, rides, cruises, meals, entrance fees, optional tours etc due to any reason whatsoever such as late reporting, ill-health etc..

## **14. Please Carefully Check What The Tour Cost Includes And Excludes**

Please refer to the quotation for the tour cost. All services to be provided to you will be as per those specified / confirmed and paid for as per the Invoices. If you avail any service such as portage, room service, laundry, excess baggage charge, a la carte meals, alcoholic beverages, soft drinks, paid toilets, tips or anything that is not specifically shown as included in the Tour Cost, then the payment for the same will have to be cleared by you.

## **15. Itinerary**

We reserve the right to alter, amend, change or modify the itineraries before or during the tour. We will make reasonable efforts to notify you promptly of such changes / events sufficiently. Therefore, no grievance regarding any itinerary / service change which we are constrained to make, shall be entertained from the tour participants during or after the tour. Such changes may be necessitated due to factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sport events, weather conditions, traffic problems, overbooking of hotels / flights, cancellation / re-routing of flights or railway, closure of / restricted entry at a place of sightseeing etc. In such cases,

the applicable cancellation charges levied by third party suppliers such as hotels, cruises etc are 100%, which are payable by you.

We will make reasonable efforts to keep the overall package of services unchanged. However, we shall not be liable to refund any amount or pay any compensation / damages on account of any change in the itinerary. In case the alternate arrangements made are materially superior as compared to the ones described in the package, we may charge extra for the same at the time of booking or in the course of the tour.

## **16. Tipping**

Tipping is customary (unless otherwise stated in the brochure) in all parts of the world for services rendered (e.g. porters, coach drivers, tour leaders, guides etc). Unless otherwise communicated the tip amount is 2 EURO per person per day in Europe for the coach driver, 2 EURO per person per city per guide in Europe and 2 EURO per suitcase per way for a porter in Europe. Everywhere else it is 4 USD. Please check the Price Grid to ascertain whether such tips are included within the tour costs or are required to be paid by you separately.

## **17. Any complaint made**

18. Any complaint made by you must be notified to the Company in writing within 10 days of the end of the tour. No claim notified to the Company outside this period will be entertained and the Company shall incur no liability whatsoever in respect thereof.

As to the interpretation of the foregoing terms and conditions, the decision of European Gateways shall be final and binding upon you.

## **19. Law and Jurisdiction**

This contract will be governed by Luxembourg law. You agree that in the event of a dispute or difference between the parties the exclusive jurisdiction shall vest in the competent court / forum / tribunal in Luxembourg only.