



These Terms & Conditions govern your booking and participation in any tour or travel service provided by **Vanishing India** (an imprint of **Fabulous Lifestyle Private Limited**). By booking with **Vanishing India**, you agree to abide by these terms.

#### **TOUR DEPOSITS**

A deposit is required to confirm your booking on a tour. Please refer to the specific tour for the deposit amount required. This deposit is used to pay for hotels and other land arrangements to be made on your behalf. This **deposit is non-refundable**, however it can be transferred to another tour of your choosing beyond 90 days before departure.

#### **PAYMENT**

Your final payment is due **90 days** before the tour start date. Failure to make your final payment by the due date may result in the cancellation of your booking and loss of any payments made to date

#### **ALTERATIONS TO THE PROGRAMS**

The tour operator reserves the right to vary or cancel tours or part thereof due to extremes of weather or changes to operational conditions such as road closures, fire bans or other conditions beyond the control of the operator.

Every effort will be made to keep to published departure times and connections, but no guarantee can be made and no compensation shall be made for failure to meet those times.

The tour operator reserves the right to substitute vehicles or drivers as circumstances dictate.

The tour operator does not accept liability for the acts, omissions, default or negligence of any wildlife park, scenic rides or any other service used in connections with these tours.

#### **FORCE MAJEURE**

'Force majeure' includes any event which **Vanishing India** or its suppliers could not, even with all due care, foresee or avoid (e.g. war, threat of war, riot, civil strife, industrial dispute, epidemics, pandemic, health risks, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, changes imposed by cancellation or rescheduling of flights by an airline or main charterer, the alteration of airline or aircraft type).

#### **CANCELLATION BY YOU**

If you decide to cancel your tour booking the following charges apply, based on the day we receive written notification:

Cancellation between **90 and 60 days** prior will forfeit **50%** of the tour price. Cancellation within **60 days** of the date of departure will forfeit **100%** of the tour price.

## **CANCELLATION BY US**

**Vanishing India** reserves the right to cancel a tour for any reason (including failure to reach minimum tour participant numbers).

If you have paid in full, we will credit or refund all monies paid. No other compensation will be paid in the event of cancellation by Vanishing India.

The refund of monies paid for tour costs will be the full extent of our liability.

## **TRAVEL INSURANCE**

**Vanishing India** (imprint of **Fabulous Lifestyle Private Limited**) requires all participants to carry their own personal travel and medical insurance.

## **PASSPORT AND VISA**

A valid passport is required for all international travel. Usually this will require that your passport will **not expire until at least six months** after your planned return to your country of residence. Some countries require a visa to be issued before you depart your country of residence. We will advise you of all passport and visa requirements, but it is your responsibility to be in possession of a valid passport, to obtain all necessary visas, inoculations and preventative medicines as may be required for the duration of the tour. Information about these matters is given in good faith but without responsibility on the part of **Vanishing India**.

## **PARTICIPATION IN TOURS**

**Vanishing India** runs complex journeys that require a certain level of cultural sensitivity and behaviour. Conduct that threatens the smooth operation of the program, or medical conditions that affect the safety of the the participant or the group, will require that the person be removed from the tour at no cost to Vanishing India.

## **ILLNESS OR DISABILITY**

The tour operator's shall not be responsible or liable for death, illness or injury to any person, or loss of or damage to any property or otherwise due to the operators negligence nor any inconvenience, delay, injury, accident, theft or negligence caused to, or expenses incurred by, any client/passenger however caused by or arising out of services or failure to provide services.

## **THE LIMITS OF OUR LIABILITIES**

We accept responsibility for all inclusions of your tour, except those to which the principle of force majeure prevails, as set out herein. Our obligations and responsibilities are limited to those to which international conventions apply in respect of air, sea, land or rail carriers.

## **ACCEPTANCE OF RISK**

Part of the appeal of tours into remote places is that they operate in unpredictable environments. While all established safety practices are undertaken you agree to accept the inherent risks and dangers associated with the proposed tour and the accompanying risk of injury, death or property loss or damage.

## **RIGHT TO REFUSE PARTICIPATION**

The operator reserves the right to refuse anyone considered inadequately clothed or insufficiently physically fit, or is deemed to be jeopardising the safety of other participants to proceed further on the tour.