



Reservation

Your booking and contract with India Dreaming (INDG) is accepted and becomes legally binding only from the date when INDG is in receipt of your non-refundable deposit, subject to availability and at our discretions. INDG will reserve your place on your selected arrangements.

Tour prices are subject to availability of tour, airline, special economy class fare and specific airfare class availability. Prices may differ once airfare is sold out. All services are subject to availability. The contract is between INDG and the Client, being the person making the booking, referred to as the lead passenger, which incorporates these conditions warrants that he/she has full authority to do so on behalf of all persons named in the booking, and confirms that all such persons are fully aware of and accept these conditions.

However, for the avoidance of doubt, the lead passenger confirms his or her responsibility for all payment due in respect of all persons within the Party. No agent or employee of INDG other than the owner has the authority to vary or omit any of these conditions or promise any discount or refund.

Passenger names must be provided exactly as per passport, including middle names, at the time of booking. Any spelling corrections made after a deposit is paid must be sent in writing and will incur additional fees, including any ticket reissue fees. INDG reserves the right to correct any errors in rates quoted or calculated, or any omissions made at any time during your booking. Any verbal quote given is an indication only of the final price and is subject to confirmation in writing.

When travelling on flights that arrive in the early hours of the morning your room will not be available until the specified check-in time. If you wish to check-in immediately then please ensure that you book the accommodation to commence from the previous night.

The Client accepts the INDG's booking conditions when booking any holiday to the above mentioned destinations.

Special Requests

If the Client has any special requests, they should inform INDG at the time of booking. INDG and its suppliers will try to meet such requests but, as these do not form part of the Contract, INDG does not guarantee to do so. If INDG confirms that a special request has been noted or passed to the supplier or refers to it on the confirmation invoice or elsewhere, this is not a guarantee to meet it. The Client will not be specifically notified if a special request cannot be met. INDG does not accept bookings which are conditional on the fulfilment of any special request.

Many of the places visited do not have the same quality of emergency health and safety services that we are used to in the developed world. Internal flights can be cancelled, road transport can be uncomfortable and unreliable, and hotels often do not approach the standards of the West. If you are not prepared for this, you should not travel on these holidays. This unpredictability means that the itineraries should be seen as statements of intent, rather than as contractual obligations. A variety of factors, including weather, transport difficulties and political instability, might require changes in any itinerary. The tour leader will make any changes that are necessary. Only rarely will such changes be significant, and every reasonable effort will be made to minimise the effects of the enforced changes.

Clients booking by telephone, facsimile, web or e-mail will be deemed to have read and accepted the Terms & Conditions set out in this document.

THEREFORE, PLEASE READ THEM CAREFULLY.

Deposit

INDG require a 30% deposit plus the cost of any flights included as part of your itinerary, paid to INDG, upon acceptance of your booking form within 3 calendar days. On some occasions a higher deposit is required, if required you will be notified at time of booking. By sending a deposit the client agrees to be bound by the terms, conditions and responsibilities set forth in this brochure.

Balance of Payment

The balance of all monies due, including any surcharges applicable at that time, must be paid to INDG or their agent not later than 60 days before departure.

Failure to pay in full by the due date may result in additional costs, which will be passed on as a late payment fee of no less than AU\$100 per booking or cancellation at the discretion of INDG.

Deposits and payments by credit cards will incur a fee.

Late Bookings

Bookings made within 60 days of commencement of the tour must be paid in full upon receipt of the invoice, to be accepted.



Changes by the Client

The following fees will apply:

Amendments to confirmed and deposited itineraries outside of 30 days prior to departure where the value of the booking is decreased – US\$50 per change (a change to the booking that increases the value will incur no fee).

Reissue of airline tickets – From US\$100 per person (other fees may apply).

Once a booking is confirmed, name transfers may incur additional charges.

Any changes to the original booking (for example, hotel, passenger names but not departure dates (see below) must be confirmed in writing by the person signing the booking form and must be accompanied by an administration fee of US\$50 per booking in addition to any further costs that INDG may incur.

Whilst every reasonable effort will be made to accommodate changes and additional requests, their availability cannot be guaranteed.

A change of departure date must be requested in writing by the person signing the booking form and must be accompanied by the above administration fee, unless the request is within 60 days of departure in which case cancellation fees will be applied. To reiterate, these charges are in addition to any further charges made by our appointed agent/suppliers, whereby you would incur charges levied by this third party.

Substitution of Client

If any number of the Party is prevented from travelling it may be possible to transfer the booking to another suitable person provided that written notice is given at least 30 days prior to departure. A "suitable person" is one who has completed the booking form, presented travel insurance and obtained approval to travel from INDG. An administration fee of US\$100 will be charged plus any additional costs that are imposed on INDG. Airlines may impose 100% cancellation charges and the cost of a new ticket.

Changes by the client as detailed above are permissible when booking a holiday at the standard price, not at a sale or promotional price.

Sale or Promotional Offer

Should changes be required on a holiday booked at a sale or promotional price after the sale has ended, 100% cancellation fees apply. If booking a tour at a sale or promotional price full payment must be made at the time of booking, bookings are non-transferrable and non-refundable.

Cancellation by Client

The Client may cancel the booking at any time provided that the cancellation is communicated to INDG in writing.

Cancellation charges will be applied as shown below calculated from the day when written notice is received by INDG. The more notice that INDG receives, the less INDG will charge the Client. However, in addition to the charges shown below air tickets also incur cancellation charges as detailed below.

More than 60 days prior to commencement of tour - loss of deposit plus any administration fees.

Between 59 and 31 days prior to commencement of tour - 50% of total cost

30 days or less (including "no show") prior to commencement of tour 100% of total cost.

If the reason for the cancellation is covered by the Client's travel insurance policy, the Client may be able to reclaim these charges.

Regrettably cancellations charges and fees cannot be waived. There can be no exceptions.

Changes by INDG Travel

Unforeseeable circumstances such as Force Majeure, adverse weather, flight rescheduling, hotel overbooking and faults with transportation or road conditions may also have an effect on the tour itinerary after the commencement date.

INDG's aim is to operate all tours as quoted but by entering into the Contract the Client accepts that it may prove necessary or advisable to vary or modify a tour itinerary or its contents due to prevailing local conditions or any other reason.

Any decision made in respect of tour services to re-route or amend the itinerary due to any of the above or similar circumstances is at the discretion of the tour service provider and INDG shall not be liable for any claim whatsoever arising from such events.

INDG reserves the right at any time to cancel or change any of the facilities, services or prices described in our brochure, tailor-made holiday packages or website (including transportation costs, fuel costs, dues, taxes, fees such as landing taxes or embarkation/disembarkation fees at ports/airports and exchange rates) and to substitute alternative arrangements of comparable monetary value or charge a supplement locally if alternative arrangements cannot be made, without compensation to the Client and accepts no liability to the Client whatsoever for costs or loss of enjoyment as a result of these changes.



Examples of minor changes include alteration of the Client's outward/return flights by less than 12 hours, changes to aircraft/transportation type, re-routing of journeys and a change of accommodation to another commensurate to the standard as advertised within the brochure, for the specific tour as confirmed by the client.

Please note that the prices detailed in INDG's brochures or online may be subject to change, for reasons beyond the control of INDG.

Cancellation by INDG

If a tour is cancelled or varied prior to departure due to unforeseeable circumstances such as, but not restricted to, severe weather conditions or Force Majeure, INDG will refund all monies prior to commencement less any cancellation fees levied by airlines and other third parties.

INDG reserves the right to cancel a tour in any circumstances but will not cancel a tour less than 60 days before departure, except for Force Majeure, Low Bookings or the Client's failure to pay the final balance.

Unless the Client fails to pay the final balance, INDG will, upon cancellation, return all monies paid or offer an alternative tour of comparable standard.

Packaged Tours "Low Bookings"

INDG reserves the right to cancel or vary a tour prior to departure due to insufficient numbers.

In such an event an alternative itinerary will be offered. Should this option not be acceptable INDG will refund the full price paid.

Surcharge

INDG reserves the right to increase the tour cost to take account of the following: government action, currency exchange rates, transportation costs (including the cost of fuel), overflying charges, airport charges, local taxes and increase in scheduled air fares.

If the surcharge results in an increase of more than 10% of the tour cost excluding amendment charges, INDG must notify the Client as quickly as possible in order to enable him to take appropriate decisions, and the Client may then cancel the booking within 7 days of being notified of the surcharge and obtain a full refund.

Refunds & Compensation

No refund will be made for any unused portions of the holiday after the commencement date.

All activities and sightseeing are for a single entrance.

Please note that employees of any overseas company or INDG staff are not authorised to give any guarantees or

agreements to customers in respect of refunds or any other matters.

No compensation will be paid to the Client if cancellation is because of Force Majeure or Low Bookings.

INDG's acceptance of liability to pay compensation pursuant to all bookings is limited, in the case of air travel, rail travel, sea travel or hotel accommodation, to the amounts set out in the provisions of, respectively, the Warsaw Convention 1929 (as amended by the Hague Protocol 1955), the Berne Convention 1961, the Geneva Convention 1973, the Athens Convention 1974 and the Paris Convention 1962. INDG shall not be liable for such death, personal injury or any other loss suffered whatsoever caused by the fault of its agents, suppliers, sub-contractors or other or the fault of the client.

Travel Insurance

The Client MUST take out suitable travel insurance in order to take part in a tour organised by INDG. If the Client fails to have fully comprehensive travel insurance their contract with INDG becomes null and void and INDG will no longer be able to provide any service to the client, including arranging or assisting with medical care.

No liability can be accepted for the results of changes or delays, irrespective of how they are caused. Travel insurers may not cover specific activities within a holiday on their standard insurance policies and the client accepts responsibility for obtaining full comprehensive travel insurance for all activities as outlined in the trip notes of the tour.

Health

The client also agrees that:

Any vaccinations required by the destinations government's regulations are adhered to.

All persons travelling are fit and physically able to partake unaided in their chosen itinerary.

All parties acknowledge the physical demands and hazards involved in the tour they will be undertaking and have chosen to participate at their own risk.

All parties understand that any medical or dietary information provided to INDG does not, under any circumstances, make INDG liable if a particular condition exacerbates while on tour or affects their ability to participate in any portion of the tour.

All customers are required to familiarise themselves with any health requirements specific to India. Any pre-existing health conditions must be discussed with your doctor who can confirm your suitability to travel on your chosen tour.



If you or any member of your party has any medical conditions, dietary requirement/food allergy, or disability, which may affect you while travelling, you must provide us with full details in writing prior to making your booking so that we can assist you in considering the suitability of your arrangements. You must also promptly advise us if there are any changes to your health that may affect your holiday after your booking has been confirmed.

In the best interests of yourself and of your tour group, INDG reserves the right to prevent you from further participation on a tour if a physical or psychological condition presents itself that significantly affects the enjoyment or wellbeing of yourself or the rest of your group.

INDG will not be liable to refund any part of the price of the tour paid by you, or on your behalf, which you have not used. INDG will assist you were possible to make alternative arrangements, but does not accept responsibility, to accommodate any medical or dietary condition. The information provided does not, under any circumstances, make INDG liable if your condition exacerbates or affects your ability to participate in any portion of the tour.

Your medical and dietary information is collected so that we may process your booking. Your medical and dietary information will be provided to our suppliers and partners overseas for the sole purpose of endeavouring to accommodate your condition where possible.

Passport & Visa

Clients must ensure that they are aware of all relevant passport and visa requirements and that they allow adequate time to obtain them. Please note that many countries require that passports are valid for six months beyond the period of the Client's stay. Requirements can change and it is the Clients' responsibility to ensure that they comply with current passport, visa and health requirements and take all necessary documents with them to gain access to any country or region which forms part of the tour.

The Client will be solely responsible for any cost, loss or damage which he or INDG incurs as a result of a failure to obtain all necessary passports, visas and/or vaccinations.

Conduct & Laws

All participants in tours operated by INDG are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve INDG of all obligations that it may otherwise have under the Contract.

INDG nor it's staff or agents will not fulfill any request for product or services which is against the laws and regulations of India.

It is the Clients' responsibility to ensure that he and the members of his Party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances all suppliers (e.g. hotel managers, airline pilots, transport companies) and INDG have the right to terminate arrangements made on the Clients' behalf, in which case INDG's responsibility to the Client ceases immediately.

Therefore, INDG will not be liable for any refunds, payment of compensation or reimbursement of any cost or expenses incurred as a result. Further, the Client will be liable to reimburse INDG for any expenses whatsoever that it incurs as a result of such behaviour.

Full cancellation charges will then apply and no refund will be given. Furthermore, the accommodation owner shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of us terminating your booking, in accordance with this paragraph. If your actions or those of any member or your party cause damage to the accommodation in which you are staying, you agree to fully indemnify us against any claim (including legal costs) made against the accommodation owner. Finally, you are also liable to make a reimbursement to the accommodation provider for any damage caused, before you end your stay.

Seatbelts

Laws relating to the wearing of seatbelt may be non-existent or not enforced in some parts of India and therefore local people largely choose not to wear them. In India all our regular vehicles include seatbelts. It is expected that where seatbelts are available customers must use them and remain seated at all times while the vehicle is moving. On transport such as autorickshaws seatbelts are not available and therefore the Client travels at their own risk.

Entrance Fees & Tip Kitty

For sightseeing included in the itinerary the entrance fees are included. Any additional sightseeing entrance fees are liable by the Client.

Local tipping is customary in India. Included in your cost is an amount that will cover the tipping of local services such as porters, service for meals included and toilets at travel stops.



Images

Hotel images featured in our brochures and website are used for illustration purposes only. Hotels undertake refurbishments and we will, where possible, provide recent images.

Clients agree that any images taken of their likeness whilst a participant on tours provided by INDG or through the supply of image(s) by fellow clients, or social media, can be used in any form of media for INDG.

Complaints

Although we do not have any jurisdiction over private suppliers such as restaurants and accommodation providers, we are always keen to have feedback as to your experience.

If you have a complaint we recommend you raise it with the management of the venue immediately, in order to give them the best chance to resolve the problem. You may lose any right to compensation if you fail to do so. If the issue is not resolved to your satisfaction you should contact us. We will act as an intermediary to try and rectify the problem. In the event that we are unable to do so at the time, we will suggest alternatives to you.

If the Client has a complaint about any of the tour arrangements, the Client must bring it to the attention of the tour guide or other senior representative of INDG at the time so that they may use their reasonable endeavors to rectify the situation.

Should the problem remain unresolved a complaint must be made in writing to INDG within a reasonable period of not more than 3 months after completion of the tour.

Governing Law

The contract and all matters arising from it, is subject to Australian law and the exclusive jurisdiction of the Queensland Courts.

India Dreaming

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