

The general terms and conditions (hereinafter as "GTC") apply to all package tours, holidays and other services of EXOTIC INDIA TOURISM with the registered office at Connaught Place G-22, 110001 New Delhi. The GTC form an integral part of the package tour contract (hereinafter as "the Contract") or another contract entered into with the client (hereinafter as "the Client"), whereas a Client is any natural or legal person or a person in favour of whom the Contract with EXOTIC INDIA TOURISM is entered into. In case the Package Tour Contract is not entered into in writing, EXOTIC INDIA TOURISM will issue a written certificate confirming entering into the Package Tour Contract to the Client immediately after entering into such a Contract. The GTC become valid on 17 August 2018.

1 Establishment of a contractual relationship

1.1 A contractual relationships between EXOTIC INDIA TOURISM (hereinafter as "the Travel Agency") and the Client is established based on a Package Tour Contract signed by the Client (or his authorized representative) confirmed by the Travel Agency.

1.2 The Contract is entered into at the moment of its signing by the Client and the Travel Agency and upon paying an advance by the Client. The Client signs the Contract in his own name and on behalf of third parties which are participants of the package tour and whose personal details are stated in the Contract.

1.3 By handing over the completed Contract the Client confirms that he or she accepts these GTC and agrees with them.

1.4 By confirming the Contract, or by confirming the package tour, the Travel Agency undertakes to provide the Client with services in the agreed extent and quality.

1.5 The content of the Contract is determined by this Contract/package tour confirmation, on-line offer, or another offer and these GTC, or other conditions attached to the Contract as its integral part.

1.6 On-line package tours offers are issued well in advance. This is why the Travel Agency reserves right to notify of a change of information stated in the package tour offer before signing the Contract. In such a case when information in the Contract and in the offer vary, the information stated in the Contract are binding.

1.7 Before entering into the Contract the Travel Agency defines necessary documents, their extension period or delivery. Missing documents or their delayed submission has the same effect as a Client's withdrawal from the participation in the package tour.

2 Package tour price and its change

2.1 The price of the package tour is the price stated in the Contract. Possible discounts announced by the Travel Agency after the date of signing the Contract do not create a Client's right to decrease the agreed price.

2.2 The Travel Agency is entitled to increase the price of the package tour by a unilateral act up to 21 days before the commencement of the package tour, if the transport price, incl. fuels, payments connected with transport, e.g. airport, safety or port fees, taxes or exchange rate of Euro/American dollar to Indian Rupee increase. In case the Client does not agree with this change, he/she can withdraw from the Contract within 5 days from the day when the price increase was announced. In this case the Client is obliged to return the issued travel documents and the Travel Agency is obliged to return all paid amounts apart from the cancellation fee (see Article 6).

2.3 The Travel Agency will send the Client a written notice about a price increase no later than 21 days before the commencement of the package tour. If the Travel Agency sends the notice about a price increase to the Client later than 21 days before the commencement of the package tour, the price increase is not legally effective.

2.4 If the Travel Agency is forced to increase the package tour price due to other conditions that the ones stated above, it will suggest the Client changing the travel contract.

2.5 The package tour price does not include fees for arranging a visa to the Republic of India or other visited countries. The Travel Agency strongly recommends the Client to become familiar with valid legal regulations for entering the relevant country and arrange the visa well in advance.

2.6 The package tour price does not include travel or health insurance. The Travel Agency strongly recommends the Clients to arrange a sufficient health, life and property insurance before the trip, as the Travel Agency is not responsible for possible harms.

2.7 The package tour price does not include entrance fees to visited buildings, public transport, cable cars, optional trips and related costs and anything else not stated in the paragraph "The price includes".

3 Payment terms

3.1 The Travel Agency is entitled to have the ordered services paid before providing them. Any payment made in accordance with the Contract is considered paid at the moment of crediting the relevant amount to the Travel Agency's account maintained in a financial institution or by paying in cash or by bank card in the Travel Agency's office. If the Client does not meet the set payment date, the Travel Agency is entitled to withdraw from the Contract and the Client is obliged to pay a cancellation fee in accordance with Article 6, without prejudice to the Travel Agency's right to damages.

3.2 The Travel Agency is entitled to demand an advance payment in the amount of at least 50% of the total price of the package tour stated in the Contract. The Client is obliged to pay the total price 60 days before the commencement of the package tour the latest.

3.3 If the contractual relationship is established later than 60 days before the commencement of the package tour, the total price has to be paid at the moment of entering into the Contract. Fees for withdrawing from the Contract are payable immediately.

3.4 The Client is entitled to receive services in accordance with the agreed Contract only if he or she pays the total agreed amount of the package tour price in time. If the Client does not meet the date of payment of the package tour price, the Travel Agency is entitled to cancel his or her participation in the package tour, whereas the costs related to the cancellation of the participation (cancellation fee) is paid by the Client.

4 Client's rights and obligations

4.1 The Client's essential rights are:

- right to be duly provided contractually agreed and paid services
- right to additional information, if not stated in the offer, catalogue etc., particularly the contact information of a person who the Client can address in need (local representative of the Travel Agency, representation abroad).
- right to be informed about possible changes of the contractually agreed services
- right to cancel his or her participation any time before the commencement of the use of services by withdrawing from the Contract under conditions in accordance with Article 6.
- right to inform the Travel Agency in writing that another person will participate in the package tour instead of the Client, provided the notice includes a declaration of the new Client that he or she agrees with the Contract and fulfils all conditions for the participation in the package tour. This notice has to be delivered to the Travel Agency no later than 10 days before the commencement of the package tour. The original and the new Client are jointly and severally responsible for paying the package tour price and costs incurred to the Travel Agency in connection with the change of the Client.
- right to claim defects in accordance with Article 7
- right to data privacy regarding data provided in the Package Tour Contract and other documents against unauthorized persons
- right to receive other written information concerning the package tour no later than 7 days before the commencement of the package tour about all facts important for the participation in the package tour and known to the Travel Agency.

4.2 The Client's essential obligations are:

- to render the Travel Agency assistance necessary for securing and providing the services, particularly to duly and truly complete necessary forms and submit necessary documents (photographs, passport, visa request forms etc.). The Client is responsible for the correctness of all provided information.

- to ensure the validity of travel documents and compliance with the conditions for entering India and other countries. In order to enter and stay on the territory of a foreign country everybody has to comply with conditions stipulated by the law of the relevant country. This is why the Travel Agency recommends its customers to check the current conditions of entry and stay at the representation abroad before signing the Package Tour Contract.
- to ensure that children under 15 years are accompanied and supervised by an adult during the tour, to personally ensure accompaniment and supervision of persons whose state of health requires so
- if persons from 15 to 18 years travel alone, they must provide a guardian's written approval with signing the Contract
- to pay the package tour price in accordance with Article 3 hereof and prove it by a payment receipt
- to inform the Travel Agency about his/her opinion regarding possible changes of the conditions and content of agreed services without undue delay
- to take over necessary documents for using the services from the Travel Agency
- to come to the meeting point at specified time with all required documents according to travel instructions
- to have all necessary documents for entering the relevant countries (travel document, visas, health insurance certificate, certificate of vaccination etc., if necessary)
- to comply with customs and foreign exchange regulations of the visited country and strictly comply with regulations related to traffic, safety and order
- to follow the instructions of the Travel Agency, tour guide or other person authorized by the Travel Agency and adhere to the determined program, comply with regulations valid in the visited country, or at the place and building. In case of seriously breaching legal regulations or disrupting the program or the course of the package tour, the Travel agency is entitled to order the Client out of the tour, whereas the Client loses his right to other services as well as the right to the compensation of unused services
- to refrain from acts which could endanger, harm or restrict other participants of the package tour
- to render assistance for filing possible claims against the service providers duly and timely in accordance with Article 7
- to pay for a possible damage caused in a vehicle or in accommodation or other facilities where the Client used services based on the Contract
- to comply with agreed times of arrival, tours etc. during the package tour. If the Client misses a part of the programme through his own fault, he/she is not entitled to any compensation.

5 Rights and obligations of the Travel Agency, changes of agreed services

Rights and obligations of the Clients are connected with corresponding rights and obligations of the Travel Agency.

5.1 The Travel Agency is obliged to inform the Client truly and duly about all facts related to the agreed services which are important for the Client and known to the Travel Agency.

5.2 The Travel Agency is not obliged to perform beyond the agreed and paid services towards the Client.

5.3 The Travel Agency is entitled to make changes and deviations in the agreed content of the Contract. It is in particular the changes of transport, airlines, type of plane, route and flight time, package tour programme and provided services, if the agreed programme and services cannot be observed due to serious reasons.

5.4 The Travel Agency is not responsible for not fulfilling its duties, obligations and for damage caused by breaching a legal obligation, if such violation was caused by the Client.

5.5 The Travel Agency is not responsible for not fulfilling its duties, obligations and for damage caused by breaching a legal obligation, if such violation was caused by a third party not connected with providing the package tour.

5.6 The Travel Agency is not responsible for not fulfilling its duties, obligations and for damage caused by an unavoidable event which could not have been foreseen or which was inevitable and could not have been prevented even when making all efforts the Travel Agency can be required to make.

5.7 The Travel Agency reserves the right to cancel the package tour and withdraw from the Contract, if the minimum number of participants for organising the package tour was not reached.

5.8 If the Travel Agency does not provide all services or their substantial part duly and timely, although undertaking to do so in the Contract, the Travel Agency is obliged to take such measures free of charge without undue delay to ensure the continuations of the package tour, while taking care of reaching the aim of the services and maintaining the focus of the package tour as much as possible. In that case the Travel Agency is obliged:

- to secure a substitute programme and services in the extent and quality similar or close to the originally agreed conditions, or corresponding focus of the package tour
- to return the price paid for services not provided through the fault of the Travel Agency which was not substituted for another performance to the Client
- to give the Client discount from the price for services which were included in the price of the package tour and not provided in a full extent and quality
- if the Travel Agency arranges a alternative service performance of the same or higher quality (e.g. accommodation in another hotel of the same or higher class), the Travel Agency will pay the possible difference in price from its own funds
- if the Travel Agency arranges a alternative service performance of lower quality, it will return the difference in price to the Client.

5.9 The Travel Agency reserves the right to change the material and time programme in the event of force majeure, due to decisions of state bodies or extraordinary circumstances (unsure security situation, strike, traffic complications, accident, natural disaster and other circumstances) which the Travel Agency could not have influenced or foreseen and which could not have been avoided even after making all efforts the Travel Agency can be asked to make. In this case the Travel Agency is not responsible for damage caused in this way and it is not obliged to pay any penalties or compensations.

5.10 The Travel Agency is not responsible for possible delays due to technical reasons, bad weather or congested roads, border crossings, strikes or force majeure. When planning connections, holidays, business terms etc. the travellers have to take into account the possibility of a significant delay. In case of such a delay no right of withdrawal from the Contract or compensation for damages arise to the Client.

5.11 If the Travel Agency interrupts the package tour due to force majeure, it is obliged to take all measures to transfer the traveller back to the place of departure or other place of return agreed with the Client.

5.12 If the Client does not arrive or misses the departure for the package tour, the Travel Agency is entitled to the whole price of the package tour.

6 Withdrawal by the Client, cancellation fees

6.1 Before the commencement of the package tour the Client is entitled to withdraw from the Contract and receive back the paid price or advance, or to use the paid price to pay the price of a alternative performance without charging any cancellation fee in the following cases:

- if the package tour is cancelled by the Travel Agency
- if the tour date is changed by more than 3 days
- if the package tour price is changed except for cases stated in Article 2
- if the accommodation is changed significantly - if the new accommodation is in a building of the same or higher category in the same area, it is not considered a significant change
- if the way of transport is changed

6.2 If the Client does not withdraw from the Contract within 5 days from the delivery of the notice of changes, he is deemed to agree with the change.

6.3 Unless the reason for withdrawing from the Contract is a breach of obligations by the Travel Agency set in the Contract, or if the Travel Agency withdraws from the Contract before the services start to be used due to a breach of obligations by the Client, the Client is obliged to pay the Travel Agency the following cancellation fee:

- a) 10 % of the total package tour price, if the participation in the package tour is cancelled after signing the travel contract up to

90 calendar days prior the set commencement date of the package tour.

b) 25 % of the total package tour price, if the participation in the package tour is cancelled 89 to 60 calendar days prior the set commencement date of the package tour.

c) 50 % of the total package tour price, if the participation in the package tour is cancelled 59 to 21 calendar days prior the set commencement date of the package tour.

d) 80 % of the total package tour price, if the participation in the package tour is cancelled 20 to 7 calendar days prior the set commencement date of the package tour.

e) 100% of the total package tour price, if the participation in the package tour is cancelled within less than 7 days prior the set commencement date of the package tour, if the participant does not arrive to the departure point or if the participant does not participate in the package tour due to the provision of inaccurate or incomplete data, or breach of customs, passport or foreign exchange regulations.

6.4 If the actually spent costs and damages caused by breaching the Contract or changing the reservation are higher than the cancellation fees above, defined by percentage calculation, these cancellation fees increase to the amount of these actually incurred costs + basic 3% fee of these costs. The Client is obliged to pay this difference too.

6.5 The total price means the full selling price for all cancelled persons including all ordered optional services.

6.6 The actually incurred costs mean operational costs of the Travel Agency and contractually agreed compensation or compensation stipulated by a legal regulation for the Travel Agency's service suppliers.

6.7 When determining the number of days for calculating the cancellation fees, the number of days also includes the day when the package tour was cancelled. The number of days does not include the day of commencement of the tour (flight departure, bus departure or arrival at the tour).

6.8 If the package tour includes air transport, the amount of the cancellation fee is calculated from the total price of the package tour minus air transport costs (flight ticket). Air transport (flight ticket) costs incurred by the Travel Agency are not returned to the Client.

6.9 If the Client arbitrarily cancels a part of the package tour in the course of the tour or if he/she does not use some of the paid services, he/she is not entitled to compensation for the unused services.

6.10 The Travel Agency will pay the Client the paid amount reduced by the cancellation fee within 30 days after delivering a written notice of withdrawal from the Contract.

7 Warranty claim, liability for damage, warranty claim guidelines

The Travel Agency is obliged to provide the Client with services which are a part of the package tour duly and timely in accordance with the signed Package Tour Contract and generally binding legal regulations.

7.1 If the quality or extent of the provided service is objectively lower than as set in the Contract, with these GTC defining contractual covenants forming an integral part thereof, the Client is entitled to raise a warranty claim. The Client is obliged to raise a claim in time without undue delay so that a compensation can be agreed, if possible at the given place, which allows the defect to be eliminated immediately, as the provability, evaluation objectivity and due settlement of the warranty claim decreases in the course of time. The Client can raise the warranty claim in writing or orally in the Travel Agency's office, but no later than 30 days after the termination of the package tour.

7.2 The Client is obliged to render assistance necessary for solving the warranty claim, it is particularly recommended to provide information, documents proving the facts of the case, specify the requirements as for the reason, amount etc. Where the nature of the case permits, the Client has to enable entering the rented accommodation so that the authorized worker can verify the validity of the claim. In particular, the Client is obliged to communicate all his objections at the place of occurrence to the guide/representative of the Travel Agency, or manager of the place providing services, or to another responsible worker without undue delay so that the correction

can be carried out at the given place in time. We recommend raising the claim in writing stating the Client's personal details, subject-matter of the claim and preferred way of its settlement.

7.3 The Travel Agency is not responsible and does not guarantee the level, price, or possibly incurred damage for services and events not agreed in the Contract, organized by other entities which the Client orders at the place itself in the hotel or in another organisation. Damages and property losses incurred to the Client which are subject to contractual regulations of insurance coverage based on an travel insurance contract, or damages and property losses explicitly exempt from the insurance coverage are not considered a subject-matter of a warranty claim, unless the responsibility of the Travel Agency in these cases is stipulated by law.

7.4 Conditions for which the Travel Agency cannot be in any way liable (delay, force majeure, bad weather, customs acts etc.) cannot be a subject-matter of a warranty claim.

7.5 The Client's rights and obligations during the passenger and baggage transport are governed by Transport Conditions of the transport company. It is recommended to claim baggage, denied boarding, change of travel class, flight cancellation or delay immediately after its occurrence, preferably with the relevant local airline. If damage of baggage occurs during the transport, it has to be reported at the relevant airport immediately after the arrival to make a report on damage or lost baggage which is necessary for further negotiation between the Client and the airlines.

7.6 The warranty claim must be solved no later than 30 days after raising the claim, unless the Travel Agency agrees on a longer period with the Client.

8 Use of personal data

11.1 The Travel Agency maintains a database consisting of Clients' identification and other personal data (hereinafter as "the Personal Data"). The Travel Agency secures and protects the Personal Data in the maximum extent corresponding to the level of technical development and organisational security. By signing the Contract the Client gives his consent to Personal Data processing in accordance with the General Data Protection Regulation (GDPR) and that the Travel Agency can process his protected Personal Data in the extent stated in the Contract.

11.2. For more information regarding the Personal Data processing please visit www.exoticindiatourism.com/gdpr.

9 Final provisions

These General Terms and Conditions became effective on 17 August 2018 and apply to all published package tours on the website of the Travel Agency and other Travel Agency's offers.

- If any of the provisions of the Package Tour Contract, these General Terms and Conditions or other conditions forming an integral part of the Package Tour Contract become invalid or unenforceable, it will not affect the validity or enforceability of any other provision of the Package Tour Contract, General Terms and Conditions or other conditions forming a part of the Package Tour Contract.
- The Client is aware that the Travel Agency is entitled to take video a audio recordings any time during the course of the tour and use them in any form in its promotional materials.
- These GTC form an integral part of the Contract signed with the Client, and by signing the Contract the Client confirms that he became familiar with the GTC and agrees with them.