

All correspondence(s) in respect of Tours / Travel Services and bookings should be addressed to M/s. Park Country Holidayz.

DEFINITIONS

- In these Conditions all references to “we”, “us”, and “our” refer to Park Country Holidayz. “PC Holidayz”
- The terms “you” and “your” refer to the person who enters into a Contract with Park Country Holidayz. “PC Holidayz” for the provision of services.
- “Infant” mean a person below the age of five years and “Child” mean a person of five or more years and below the age of twelve years.
- “Contractor” / “Supplier” means supplier of any infrastructural facility and shall include hotel managements, airlines, caterers, restaurants, places of entertainment like theme parks, showrooms, museums, art galleries etc. shipping company, railway, ferry, cruise, coach who are to provide the services to the Traveler.
- Tour means trip, package, holiday, course, or otherwise inclusive arrangement booked by you.
- “Tour Cost” means the tour cost mentioned in the Booking form / brochures / online and other payments such as taxes, surcharges etc. payable by the agent/client to the Company.
- “Brochure” means printed brochure, Website, itinerary, leaflets, booklet, Price Grid.
- “Website” means www.parkcountryholidayz.com and “Web pages” means pages on the Website www.parkcountryholidayz.com
- Written or in writing refers to any correspondence, either by email or by post, between you and Park Country Holidayz or by notification on the relevant brochure, itinerary, leaflets, booklet website which is www.parkcountryholidayz.com

BROCHURE/WEBSITE ACCURACY DISCLAIMER

- All the inputs in brochure and website have been done with the available information at the time of publication, however we are not responsible for any printing or typing mistakes.
- As the brochure/website may have printed/made much earlier than your booking, we reserve all the right to change any information from the brochure/website.
- We reserve the complete right to change any brochure/ website information before/after your booking the tour due to some unavoidable circumstances. We therefore ask you to confirm the current information by contacting us.

- Note that the itinerary may have changed. The products and services displayed may have changed. The photos of meals / sightseeing / properties/vehicle etc. are for reference only and may differ from the actual. Hotels may have to be booked away from the City Centre.

CHANGES IN THE ITINERARY

- We reserve the right to alter, amend, change or modify the tour package and itineraries before or during the tour. We will make reasonable efforts to notify you promptly of such changes / events sufficiently in advance during booking or prior to departure of the tour. If such changes / events occur during the tour, our tour professional or local representative will inform you of the changes during the tour and we solicit your full co – operation in accepting such circumstantial changes. Therefore, no grievance regarding any itinerary / service change which we are constrained to make, will be entertained from the tour clients/ agents during or after the tour.
- 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. Generally, we try to avoid dates when big Fairs, Exhibitions etc. and other events are held in certain cities as hotels are fully booked several years ahead. If you have to travel on such dates, you may have to stay in alternate hotels or hotels in other cities.
- Change in itinerary may also be required or necessitated on account of actions, inactions, defaults or condition of tour clients in the group / agent.
- we shall not be liable to refund any amount or pay any compensation / damages on account of any change in itinerary. In case the alternate arrangements made are materially superior as compared to the ones described in the Brochure, we may charge extra for the same at the time of booking /during the tour or after completion of the tour.

Booking a Tour:

- Upon executing the Booking procedure and on payment of the prescribed booking amount, a binding contract shall come into existence.
- 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/details of all the travelers.
- In the event you are booking through us a tour / travel / service of any third party operators, the terms and conditions of such third party operators, including their payment schedule, cancellation, refund etc shall be applicable to you in addition to these Terms and Conditions.

- In case of one or more but not all tour clients named in the Booking, it shall be deemed that the signatories have been duly authorized by all such tour clients to sign on their behalf assuming full responsibility and accordingly it shall be deemed that all such tour clients have agreed on our terms and conditions.
- Where travelers are booked through a travel agent, if such travel agent have booked the passengers through our representative, it shall be deemed that he has agreed on all our terms and conditions on behalf of all the tour clients named in the Booking, assuming full responsibility. It shall be deemed and construed that all such tour clients have duly authorized the said travel agent to confirm the booking with us on their behalf.
- Please note that there is no contract between the Company and the tour clients (travelers) until the booking is done directly by the client/ travelers and the Company has also received the specified booking amount from them (client/ travelers).
- 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 consequent forfeiture of booking amount and apply scale of cancellation charges as mentioned in the brochure/ website / email.
- Any payment that you make to your Travel Agent would not constitute payment to the Company until the same is remitted in the account of Park Country Holidayz

Payment:

- All payments towards the tour cost must be made by the client/agent to the company in accordance with the procedure and time frame mentioned herein below. All payments made as per payment policy.
- The PAN Card copy of all the travelers are Mandatory, A minor (below 18 years) can submit his parent Pan card copy if he is not having Pan Card.
- Payments made towards the foreign exchange component of your tour will be calculated as per the ROE (rate of exchange) which will be valid on the day of making final payment as per our card rates.
- For the services contracted, a minimum deposit of 10% of the total cost is to be paid by you to M/s Park Country Holidayz The deposit is required to hold the booking on confirmed basis.

Balance Payment:

Once you have booked and Hotel confirmation Vouchers will be sent within 24Hrs, a further deposit of 50% may be required in order to secure the reservation. Any booking made within 15 working days

of the date of services would be considered to be a late booking and for same the full and final payment is required to be made at the time of booking itself.

Note:

Apart from above, in case of bookings for special train journeys, hotel or resort bookings during the peak season (X-Mas, New Year, Pushkar Fair, Diwali etc) full payment is required to be made at the time of booking itself.

MODE OF PAYMENT:

Clients can make payment using any of the following methods:-

- By Bank Transfer
- By QR Code

Note:

- All payments should be free and clear of any withholding tax and deduction.
- Bank charges, if any, for remittance (by remitting bank or by intermediary bank) would be strictly borne by payer.
- In case of payment through QR code - if same is done using credit/ debit card then the applicable bank charges are to be borne by payer.

Special Note:

Please note that Park Country Holidayz (PCH) employee or agent will not ask for your Net Banking login, Password, OTP etc. Nor will they ask you to transfer funds to a personal account or to install third party apps like Any Desk, TeamViewer etc.

Please do not act on such request. Report such incidents on b2b@parkcountryholidayz.com

POLICY REGARDING CANCELLATION / NO SHOW / EARLY DEPARTURE:

- Contact our sales representative for actual cancellation policy.
- 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 you wish to amend or change your booking, you have to communicate your request to us in writing minimum 15 days prior to the tour date. Such requests for change or amendment will be accepted subject to availability. Please note that: (1) The altered or changed booking will be regarded as a new booking; (2) An alteration fee of INR 1,000 is payable in case of every alteration or change; and (3) In case the alteration 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 alteration or change is made. Please note the cancellation charges specified in the preceding section. Terms & Conditions shall apply. If you change from one tour to another
- In case of cancellation of tour/travel services due to any avoidable/unavoidable reason/s we must be informed in writing. Cancellation charges would be effective from the date we receive letter in writing / mail and cancellation charges would be as follows :
 1. 30 days before service starts, 20% of the total package cost will be deducted
 2. From 29 days up to 15 days before service 40 % of total cost will be deducted
 3. From 14 days up to 08 days before service 60 % of total cost will be deducted
 4. From 07 days and less before service 100 % of total cost will be deducted
 5. In case of NO SHOW, 100% of the total coast will be deducted

Note:-

- Irrespective of above mentioned cancellation slabs, in case of cancellation of tour / travel services (due to whatsoever reason) by yourself (by client) after the booking is made with us – a minimum 10% service charge would be applicable on total cost of the tour package.
- Irrespective of above mentioned cancellation slabs, in case of cancellation of tour / travel services (due to whatsoever reason) by us (by company) after the booking is made by us – Following two options are available:
 1. Client would be provided with Credit Note for the booking amount paid and same can be used anytime in the future by the client for themselves or any of their family members, friends, or anyone else as recommended by them.
 2. In case the client wants the refund - then a minimum 10% service charge would be applicable on the total cost of the tour package and remaining amount (after deducting this 10% service charge) would be refunded.
 3. In above both the situation - the cancellation charges, as applicable for cancellation of services related to tickets/ hotel bookings/ travel services/ Guide services would also be recovered from the client.

3. In case you cancel your trip after commencement the refund would be restricted to a limited amount that would depend on the amount that we would be able to recover from the hoteliers, airlines, transporter and other suppliers we patronize. For unused hotel accommodation, flight tickets, transportation, missed meals and any other services etc. we do not bear any responsibility to refund.
4. In case of special train journey (like Palace on Wheels, Deccan Odyssey, Golden Chariot & Maharajas Express) - a separate cancellation policy is applicable (which would be advised as and when required).
5. Please note that if booking for following period is/are cancelled, due to whatsoever reason, no refund would be made for said cancellation.
 1. Festival Period Bookings (Festivals like - Diwali, Dussehra, Holi, Pushkar fair etc).
 2. High Peak Season bookings (from 20th Dec to 15th Jan).
 3. Long Weekends Bookings.
- Cancellation amount is calculated as per total booking amount and not as per advance deposited

Refund:

- Very Important: Once we receive payments from client / agents, we pay TCS on the same, as of now 5% TCS is applicable on the received amount. If you cancel the tour then TCS amount that we have paid to the government will not be refunded by us, In Invoice the amount of GST and TCS may be calculated on the cancellation amount, however at the time of refund, our team will only process refund after deducting TCS amount that we have paid to the Government, irrespective of cancellation charges. The same can be settled by the payer in his Income Tax, for detail clarity and process, the individual can check with their Tax Advisor / Chartered account. Park Country Holidayz will not be responsible for any dispute relating to TCS.
- Refunds will be done only through the Original Mode of Payment.
- Transaction processing charges will be borne by the user for using the payment Gateway, at the time of refund we will only refund the amount after charging cancellation amount as applicable of the tour cost. There will not be any refund of the Transaction charges for using payment gateway that agent / traveller has paid at the time of making booking / payment.
- Refunds (If any) for Changes and / or cancellations will be paid directly to you for bookings made directly with the company's office. For bookings routed through our Preferred Sales Agent (PSA) or your 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.) The refund for the foreign exchange component of the tour will be refunded in INR only and will be at the current days rate of exchanges of as per company card rates.
- Third Party refund i.e., airlines, cruise, overseas suppliers could take between “30 to 90 working days”, provided relevant supporting 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, Airline, etc.
- Please note that the refund process may take 2 - 4 weeks due to banking procedures. If the refund is made to the credit card account OR to Bank account, the bank charges would be debited from the refund amount.

Mandatory Identification Document:

- It is Mandatory for all guests (Foreign Nationals, NRI's and Indian Nationals) to provide Photo ID at the time of booking confirmation. Documents as per details given below are applicable for different categories :
 1. For foreign nationals – copy of Passport + Visa is mandatory.
 2. For Non Resident Indians clients (NRI client) – copy of passport.
 3. For Overseas Indian clients holding OCI / PIO card – copy of passport and copy of OCI/PIO card is mandatory.
 4. For domestic clients – copy of Driving License / Voter ID Card / passport is mandatory.

Arrival and Departure Policy:

Check-In Timings: 1200 - 1500 Hours

Early arrival is subject to availability. For guaranteed early check-in, reservation needs to be made starting from the previous night.

Check-Out Timings: 1000 - 1200 Hours

Late check-outs are available on request and subject to availability / Payment.

ACCOMADATION

- We select hotels which are convenient and comfortable, in order to reduce travelling time and more sightseeing, they may be located away from the city centre.
- Also due to favorable conditions in Hill Stations, most of the hotels do 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 of such items from the hotel premises / coach / Airport / flight/cruise etc. 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.
- We cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room / rooms on the same floor etc.
- Since the rooms are comparatively comfortable, 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 floor mattress / rollaway cot put in a room for the night or rollaway beds.
- A double room has either a single queen-size bed or two separate beds. If you request for a room with two separate beds, the same would be provided subject to availability. In case of non-availability of a room with a two separate beds, a single queen-size bed would be given
- The hotels will either be those shown in the itinerary or of the same category. In view of this you may have to stay in hotels further away from the cities and itineraries may have to be altered/amended.
- 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 damages caused to the hotel rooms / Coach / place of visit etc. during your stay/tour/visit, shall be borne and payable by you/traveler, and the company will not be accountable for the same.
- Company is not accountable 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.
- Actions of hotel staff does not come under the direct purview of the company and the company will not be responsible for the same.
- Breakfasts taken before 07:00 hours may incur supplementary charges, or a Boxed Breakfast will be provided. No reduction in the price will be provided for missed breakfast.

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/ website/ itineraries. Unlike an airline, we cannot provide a special meal.

- We guarantee a special diet to the client, except to the extent mentioned in the brochure/website/ itinerary 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 of whatsoever reason 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 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 significant loss if the company is unable to process such requests for want of availability.
- Due to operational reasons, there is a possibility that we may give pack meal at some places

COACH / VAN AND SEATING

- We generally take air conditioned/air-cool coaches/ van at times due to weather extremity; the air condition may not work or will not be much effective
- Company will not be responsible in any way for lost valuables left behind in the coaches / van.
- The coach/van drivers are bound by restrictions regarding maximum driving hours per day and per week and the itineraries are planned according to that. It is necessary that you should follow the timings/itineraries/schedules to make sure that all the services entitled will be provided. If due to anyone if the same gets interrupted there will be no responsibility from our side and shall not be liable for any kind of refund.
- Please note that smoking, consumption of alcoholic beverages is strictly prohibited on coaches/van.
- Damage to the coach/van in any form from the traveler is payable to the bus company by the traveler.
- It is suggested to carry one check in bag and one hand bag per person only, due to limited boot space in the coach/van.
- In Some Tour: Touring coaches are at the disposal every day and only for the services stipulated in the itinerary, however, use of the coach is limited to a maximum 12 hour period per day. As per regulations, the driver may drive for a maximum of 9 hours only, within the total 12 hours at disposal. After a 4.5 hours' drive, the driver must have a break of 45 minutes. Thus, if the group commences use of the coach at 8.00 am, they must be back at the hotel by 9.00 pm and so on. Drivers must have a mandatory minimum of 11 hours consecutive resting

period overnight. So if the group returns to the hotel at 10:00 pm the driver cannot commence driving again until 9:00 am the following day. Tour hours must not contravened beyond the legally permitted hours.

- As per Laws, all passengers, including children of any age, must be seated when using any coach service.
- In the event of a breakdown of a coach/van on a touring holiday, our liability will be limited; we will endeavor to replace the coach at the earliest. However sometimes delays will occur due to many reasons beyond our control. In this event we are also entitled to use a replacement coach that we deem fit to conclude the rest of the journey. The replacement coach may or may not have the same amenities as the original coach.

Extra Usage of Vehicle:

Please note that the cost of extra usage of vehicle (cars / coaches with the driver) is not included in the services and hence extra usage of Vehicle after transfer or after sightseeing is not allowed.

OUR EXTENT 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, hotel, 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: (1) you will need to adhere to the conditions, rules and regulations of each service provider. (2) 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; (3) we cannot be held responsible / liable for any delay, deficiency, injury, death, loss or damage etc. occasioned due to act or default of such service providers, their employees or agents.

Special Note for Helicopter Journeys:

1. Helicopter Tickets & Fare are subject to availability & can change at any moment.
2. While Park Country Holidayz (PCH) takes utmost care to make you fly by Helicopter but due to sudden weather conditions / VIP Movement / unavoidable situations at the last moment - it sometimes becomes unavailable. PCH will make every possible attempt to arrange for alternate Helicopter journey on same day or on alternate dates depending upon the availability of Helicopter at that time.

3. No ticket would be carried forward to next day.
4. No accommodation, meal or cost of transport would be paid or reimbursed or compensated due to cancellation of Helicopter.

Our liabilities & limitations:

- Please note that after the finalization of the tour/service cost, if there are any hikes in entrance fees of monuments/museums, taxes, fuel cost or guide charges by the Govt. of India, the same would be charged as extra.
- **Park Country Holidayz** rates are based on the prevailing rates as negotiated by us with the hotels, airlines etc. Hotels and Airlines retain the right to modify the rates without notice. In case of such change - the rates quoted by us before modification can be changed by us according to the modifications by hotels or airlines.
- **Park Country Holidayz** and its associates acts only in the capacity of an agent for the hotels, airlines, transporters, railways & the contractors providing other services & all exchange orders, receipts, contracts & tickets issued by us - are issued subject to terms & conditions under which these services are provided by them. The tickets, coupons or passage contract in use by carrier / hotel or other contractors rendering services shall constitute the sole contract between the Clients and such contractor.
- **Park Country Holidayz** - itineraries are sample itineraries, intended to give you a general idea of the likely trip schedule. Numerous factors such as weather, road conditions, the physical ability of the participants etc. may dictate itinerary changes either before the tour or while on the trail. Park Country Holidayz reserves the right to amend any aspect of the itinerary including transportation and accommodation without notice in the interest of the trip, participants' safety, comfort and general wellbeing without making any rebate, allowance or refund and extra cost, if any, would be payable by the client.
- **Park Country Holidayz** shall not be responsible for any delay or change in program or expenses incurred or special / consequential loss, injury and damage - directly or indirectly - due to natural hazards, flight cancellations, accident, breakdown of machinery or equipments, breakdown of transport, weather, sickness, landslides, political closures, acts of God, perils incident to the sea, floods, fire, acts of Government or any other authorities, wars, civil disturbances, riots, theft, pilferage, epidemics, quarantines, medical or custom department regulations, defaults, or any other causes beyond our control or any untoward incidents or any such causes whatsoever including any liability or extra expenses sustained by the Clients. Further, the Clients shall be liable for the liability or extra expenses incurred by him / her as a result of the forgoing causes.

- **Park Country Holidayz** shall not be responsible and shall not accept any liability towards the Clients or his/her legal representative for any loss of property or damages resulting from death or injuries including loss of services which the Clients may sustain on account of act, negligence or default by any transportation Company, hotel agents or any other body of persons, its agents or service providers providing such services or facilities or arising out of or while engaged in any tour, means of transportation or other services, whether due to ownership, maintenance, use, operation or control of any automobile, bicycle, boat, motor, or other vehicle in common carrier or otherwise and whether due to its or their negligence or otherwise or regardless of how caused. Clients using sporting equipment, bicycles, sailing boats, scuba diving gear, hired or supplied by hotels or rental bodies shall do so at their own risk.
- **Park Country Holidayz** do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Visitors are advised to seek such insurance arrangements in their home country. All baggage & personal property/s at all times are at the client's risk.
- **Park Country Holidayz** reserves the right to cancel any services in case it deems that the tour, trip or passage is impracticable for any reason or should circumstances warrant such action, upon refunding the value thereof and the Client shall not have any other or further claim against the company by any reason thereof.
- **Park Country Holidayz** reserves the right to refuse to carry out its contract with any person whom it may consider to be undesirable in its absolute discretion and it shall not be required to show any reason for doing so.

Force Majeure:

- Park Country Holidayz (company) and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents or suppliers and their respective successors, heirs and permitted assigns shall not be responsible for, or be deemed to be in default on account of any failure to perform or due to delay in performance of any of its obligations hereunder, in whole or in part, if such performance is rendered impracticable by the occurrence of acts of war, whether declared or undeclared, sabotage, embargo, acts of terrorism, riot or other civil commotion, failure in transportation, act of any government or any court or administrative agency thereof, acts of God, fire, explosion, flood, earthquake, strike, act of government or other catastrophes, pandemic, epidemics, outbreak of disease or quarantine restrictions, or other cause(s) beyond the reasonable control of Park Country Holidayz ("Force Majeure").

- Park Country Holidayz (company) and client (you)– both shall use their best efforts to avoid, overcome and offset the effects of any cause or potential cause of an event of Force Majeure. Upon cessation of the cause of the Force Majeure, the Terms and conditions of use given hereunder, shall again become fully operative.
- However, a Force Majeure event will not relieve Park Country Holidayz (company) and client (you) of the obligations accrued prior to the occurrence of the Force Majeure.

HEALTH AND INSURANCE:

- It shall be the duty of the Traveler to inform the Company in case the Traveler 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 Traveller to provide written certification of his 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 if any.
- It is necessary for the Traveller 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.
- The tour participant should check the accuracy and correctness of the insurance policy.

PRIVACY OF INFORMATION

The information furnished and shared to us by you will be totally treated as confidential and will share only the necessary information with airline, hotels and other service providers who will provide the services to client during the tour. However we may be forced to disclose the information furnished by you/traveler, 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 authority over the 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 Traveller as disclosed by the agent through whom the

Traveller has made the bookings with the company shall be deemed to have been communicated to and received by the Traveller. The Company shall not be responsible for any error on part of mode of communication or the Travel Agent in this regard.

SOME OTHER CONDITIONS FOR TRAVEL

- Any Traveller will have to follow the Tour Program as per the tour itinerary. There shall be no refund, if the Traveller fails to start the trip on booked date, or conclude the tour before the actual last date. It shall be noted that for all purposes, it shall be the responsibility of the Traveller to reach the place of beginning of the Tour
- In case if a Traveller 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.
- If a Traveller avails pre - tour services or part thereof, or the air tickets (cost of which is included in the main tour cost) but fails to start 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.
- The Company, reserves the right to withdraw tour membership from anyone whose behavior is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other passengers 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.
- The prices quoted in this brochure/website have been calculated at the rate prevailing at the time of printing of this brochure/ making of website. The Company reserves the right to amend the prices published in this brochure/ on website 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 Traveller.
- If you book with your own travel agent and your booking with that agent includes, but is not limited to Park Country Holidayz arrangements, your contract is with your travel agent and Park Country Holidayz is simply an agent to your travel agent

- 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.
- The company shall in no circumstances whatsoever be liable to the Traveller for:
 1. 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.
 2. 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.
 3. Any Loss/Damage of baggage by the Airlines/Hotels/ Coach.
- In the case of one or more but not all passengers signing 'Booking Form' / agree on terms and conditions on our website, it shall be deemed that others have duly authorized concerned signing passenger/(s) o / accepting terms and conditions on our website.
- The Traveller/Traveler must have his/her passport valid for at least 6 months subsequent to such departure.
- Company solely reserves the right to publish photographs of the passengers taken during the tour.
- Distance, temperature & pre/post tour accommodation prices given in the Brochure / website are approximate & are subject to change.
- Photo of meals & sightseeing published in the Brochure / website are only for reference & may change from actual meals served/ sights.
- In case company offers any adventures activities then it is significant to note that all the passengers 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.
- Tours will only operate subject to Government rules and regulation, if there is an immediate lockdown, global pandemic, acts of God, riots, wars, accidents, embargo, terror attacks, coup strike, natural calamities, quarantine and due to the above reasons if the tour cancelled then Park Country Holidayz will not be responsible and if any expenses need to be paid for the cancelled services it has to be borne and paid by the traveler / travel agent.

OTHER TERMS

- There is no Contract between the us and the Traveler/ agent until we have received the initial deposit of as per our condition in our account and we give them confirmation of the tour.
- The company has the right at any time and for any reason:
 1. 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 Traveler without payment of any interest.
 2. 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 Travelers or for any compensation claims made.
- 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 / website.
- 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 Traveler shall have the right to continue with the tour or holiday as amended or altered or,
 1. To accept any alternative tour or holiday which the company may offer. In either of these above cases, the Traveler shall not be entitled to, or the company shall not be liable to the Traveler for any damage, additional expense, consequential loss suffered by him or to pay any amount as refund.
 2. To cancel the tour, in which event the cancellation charges as stated herein shall apply and the Traveler will be liable to pay to the company such charges.
- The company shall in no circumstances whatsoever be liable to the Traveler for:
 1. Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and / or damage or any misadventure howsoever caused.
 2. 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 Traveler or for any person travelling with him howsoever caused.
 3. The temporary or permanent loss of or damage to baggage or personal effects howsoever caused.
- In this condition the expression “Howsoever caused” includes negligence on the part of any person.

1. If the Traveler has any complaint in respect of the services provided by any of the Independent Contractors, the Traveler shall immediately notify the same in writing to the Independent Contractor and a copy thereof should be handed over to the Tour Professional of the company in order to enable the company to take up the matter with the Independent Contractor so that in future other Travelers do not face the same difficulty.
 2. Any claim or complaint by the Traveler/travel agent 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.
- The tour is subject to RBI / GOI rules & regulations.
 - Please Note that Park Country Holidayz (“PCH”) is into Business to Business module and the Travel agent is a customer to PCH. There is no privity of contract between PCH and the end customer. Hence under no circumstances will PC Holidays be held responsible for any grievance of the end customer
 - For any issues or redressal of any grievances, passengers/ end customers should approach their Travel agent only from where they have booked their tour
 - PC Holidays reserves the right to claim from the passengers, any additional expenses incurred due to delay or changes in the schedule of trains, flights, coach, cruise or other services
 - PCH Holidays reserves the right to change any itinerary for operational reasons and reasons beyond the control of PCH Holidays due to Force Majeure related to weather conditions, strike, etc.
 - PC Holidays, explicitly reserves the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty. PC Holidays is under no obligation to provide services to a customer at an incorrect (lower) price, even after customers have been sent confirmation of their booking.
 - Kindly also check the standard Park Country Holidayz Terms & Conditions and notes mentioned in the itineraries and the same is also applicable along with the mentioned conditions, as for every tour the terms and condition may change.

Jurisdiction Clause:

All the disputes arising out of this agreement or any other subsequent agreement would be subject to Madurai High Court only.