

## Terms and Conditions

### ***Master Customer Agreement: Acceptance of Terms***

*This Master Customer Agreement constitutes a binding contract between you, the Customer, and Just Yatra Holidays And Resorts Private Limited with regard to the use of various services that are provided by Just Yatra Holidays And Resorts Private Limited.*

#### ***1. Disclaimer of Warranties/Limitation of Liability***

*1.1 Just Yatra Holidays And Resorts Private Limited has endeavored to ensure that all the information provided by it is correct, but Just Yatra Holidays And Resorts Private Limited neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information from any third party service provider.*

*1.2 To the extent Just Yatra Holidays And Resorts Private Limited acts only as a booking agent on behalf of third party service providers, it shall not have any liability whatsoever for any aspect of the arrangements between the service provider and the customers as regards the standards of services provided by the service providers. In no circumstances shall Just Yatra Holidays And Resorts Private Limited be liable for the services provided by the third party service provider.*

*1.3 Although Just Yatra Holidays And Resorts Private Limited makes reasonable commercial efforts to ensure that the description ,accommodation, transportation are correct, it does not, however, take responsibility for changes that occurred due to human or technical errors or for any loss or damages suffered by any customer/tourist due to any personal reason like drinking habit or behaviors. Also, Just Yatra Holidays And Resorts Private Limited is not the service provider and cannot therefore control or prevent changes in the published descriptions or oral representations, which are always based upon information provided by the service providers.*

*1.4. The tourists are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.*

*1.5 Just Yatra Holidays And Resorts Private Limited does not, by offering travel related services to particular destinations, represent or warrant that travel to such destinations is without risk, and shall not be liable for damages or losses that may result from travel to such destinations.*

*1.6 In no event shall Just Yatra Holidays And Resorts Private Limited be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of substitute goods and services or resulting from any goods, information or services purchased or obtained or messages received or transactions entered into through the services; (c) unauthorized access to or alteration of the tourist's transmissions or data; (d) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with availing services from JUST-YATRA Holidays And Resorts (P) LTD. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law.*

*1.7 The maximum liability on part of Just Yatra Holidays And Resorts Private Limited arising under any circumstances, in respect of any services availed, shall be limited up to a maximum of the refund of total amount received from the customer for availing the services less cancellation ,and service used as per standard rate or others charges, as may be applicable. No refund will be made if cancel within 7days for hotel booking and car rental however for the flight bus and train booking the refund for cancellation will made on actual refund basis. The customers are requested to check the fare rule before buying the tickets. Some bookings are non refundable in such*

case no refund will made and if cancel in no case the liability shall include any consequential loss, damage or additional expense whatsoever.

1.8 Just Yatra Holidays And Resorts Private Limited a travel management company under Indian company Act 1956 provides various travel related services through its Website [www.justyatra.com](http://www.justyatra.com) retail outlets, mobile-cellular technology as well as through e-mail which is linked by thirdly party service provide.

1.9 Just Yatra Holidays And Resorts Private Limited shall provide you ("Customer") travel-related information, pricing, availability and reservations for airlines, hotels, railway, holiday packages, and bus and car rentals across cities and rural areas throughout India and abroad ("Service"). This Service may be availed by the Customer in India at any time during the year as is offered by various third party vendors like airlines, hotels, etc. ("Service Providers").

2.0 Just Yatra Holidays And Resorts Private Limited Services are offered to the Customer conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement. For the removal of doubts, it is clarified that availing of the Services by the Customer constitutes an acknowledgment and acceptance by the Customer of this Agreement and If the Customer does not agree with any part of such terms, conditions and notices, the Customer must not avail Just Yatra Holidays And Resorts Private Limited Services.

2.1 Additionally, the Service Provider itself may provide terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each Service (for example, flights, hotel reservations, packages, etc.). The Customer shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the Customer elects to deal, including terms and conditions set forth in a Service Providers' fare rules, contract of carriage or house rules.

2.3 Just Yatra Holidays And Resorts Private Limited at its sole discretion reserves the right not to accept any order placed by the customer without assigning any reason thereof. Any contract to provide any service by Just Yatra Holidays And Resorts Private Limited is not complete until full money towards the service is received from the customer and accepted by JUST-YATRA Holidays And Resorts (P) LTD.

2.4 Just Yatra Holidays And Resorts Private Limited will not be liable in any way for any compensation for the delay/cancellation/diversion of any Domestic or International flights including onward journey on connecting airlines. Just Yatra Holidays And Resorts Private Limited does not provide any alternative flight/Transportation or refund. Customers are requested to claim/arrange/book directly to airlines. Just Yatra Holidays And Resorts Private Limited does not allow cancellation for your Holiday packages due to airline's delay/cancellation/diversion, or any means of transportation delays. All Holiday package bookings are non refundable. 2.6 If a customer ask for alternative arrangement or re-booking for flight/hotel the customer will be responsible to pay the full amount for re-booking. Just Yatra Holidays And Resorts Private Limited will not liable for any loss arising from such booking.

### **Cancellation Policy for Holidays or Hotels**

- *General terms and conditions*

#### **Advance Booking Fee**

- *30 or more days before departure : Rs 5000 -15000 per person*
- *30-15 days before departure : 50 of total amount*
- *Less than 15 days before departure : 100 of the total amount*

#### **Cancellation Policy**

#### **If You Cancel Your Holiday**

- *You, or any member of your party, may cancel their travel arrangements at any time. Written notification or an e-mail to that effect from the person who made the booking must be received at our offices. The applicable cancellation charges are as per the published cancellation policy below.*

#### ***Cancellation charges per person***

- *Prior to 30 days or more: Booking Fee*
- *Between 30-20 days ahead of departure: 50 of tour cost*
- *Between 20-15 days of departure: 75 of tour cost*
- *15 days to date of departure: 100.*
- *In case of no show: 100*

#### ***If we Change or Cancel Your Holiday***

- *We do plan the arrangements in advance. It is unlikely that we will have to make any changes to your travel arrangements. Occasionally, we may have to make changes and we reserve the right to do so at any time. If there are any changes, we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements by assigning reasons to you.*
- *If we are unable to provide the booked travel arrangements due to reasons beyond our control (for instance, bad weather):*
- *we shall first try to offer you alternative dates for the tour if the tour hasn't already commenced;*
- *If the tour has already commenced, then we shall refund the booking price/fee charged from you on a pro-rata basis depending on portion of the tour standing utilized by you*
- *In all circumstances, however, our liability shall be limited refunding to you the price we charged as the tour fees.*

#### ***Change Your Holiday Plan***

*After confirmation of services, if you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. All cost incurred due to amendment will be borne by yourself.*

#### ***If You Have a Complaint***

*If you have a problem during your holiday, PLEASE INFORM THE RELEVANT SUPPLIER, (e.g. your hotelier, transporter etc.) and/or our representative IMMEDIATELY who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us, giving your booking reference and all other relevant information. However, please be advised that while we are happy to assist you in the redressal of your complaint, if any, we will be able to extend only our best efforts in managing/coordinating your complaint with the respective service provider. All third party service providers are independent contractors who at no time are under our control or supervision.*

#### ***Our Liability to You***

*We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as represented and promised to you. If any parts of your travel arrangements are not provided as promised, due to the fault of our employees, agents, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. Our liability in all cases shall be limited to the costs of your travel arrangements.*

*We do not accept any responsibility for any third party services or service providers, like hotels, transport etc. For example, travel delays are the responsibility of the transporters and inefficient hospitality is the responsibility of the hotels.*

*We are only your tour operator and at no time do we act as managers for your respective responsibilities and personal obligations. We are therefore not responsible for your acts, misdemeanour, omissions and neither are we responsible for managing any of your personal affairs; for example, we are not responsible for ensuring the safety of your personal belongings, travel documents, etc. at any time before the commencement of the tour or after it or during the tour.*

### ***Holiday Insurance***

*It will be your responsibility to purchase any sort of holiday insurance cover and we are not responsible for the same.*

### ***Exactness Not Guaranteed***

*We cannot and do not guarantee the exactness of any service that may be provided to you. For instance, photographs of the interiors of the hotel rooms posted on our website have been sourced from the respective Hotel management, the visual appeal of a room selected by you cannot and is not guaranteed by us. Similarly, while we assure you of enjoyable holidays, we cannot and do not guarantee or represent that such tour will be as per your mental perception, imagination or thought about such tours.*

### ***General Important Notes***

*Incase there is any change in price the same will be communicated to yourself and only after your confirmation, we will proceed further. There will be no reduction for un-utilized services*

*Surcharges may be applicable over and above the holiday price for the requested period. The same will be advised at the time of booking or prior to confirmations. You need to make an advance payment at the time of confirming the tour and make the balance payment 35 days prior to the departure of the tour.*

### ***Forfeiture of Deposits***

*We shall be within our rights to forfeit the non- refundable interest free deposit paid by you. In the event you cancel the booking, or on failure on your part to adhere to the tour payment schedule as informed in the documentation Check List, or in the event the visa of any country is not granted or you are unable to travel on the tour booked due to any reason whatsoever, including medical ground or sickness, the non-refundable interest free deposits shall stand forfeited, and the scale of cancellation setout in the How To Book section of the brochure shall be applicable and binding.*

### ***Important Notes***

*Please be advised that these are the sole and complete terms and conditions governing the tour operations, supplemented only by the User Agreement. No employees of our Company or our agents have the authority to amend, modify or change these conditions, and you are advised to rely on the terms "as is". Just Yatra reserves the right to change or modify these Terms and Conditions at any time without notice.*

***All the booking voucher and tickets will be provided 3 days prior to departure***

*JUST-YATRA Holidays And Resorts (P) LTD  
Administrative branch*