



# TROPICANA VACATIONS

## BOOKING TERMS AND CONDITIONS

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## BOOK WITH COMPLETE CONFIDENCE!

When you choose Tropicana Vacations, you can have complete confidence that your investment in your tour will provide excellent value for your money. Your reservations will be handled with the utmost security, and, above all, your experiences will be not only hassle-free but also truly exceptional.

### TROPICANA VACATIONS TERMS & CONDITIONS

Please read our Terms & Conditions, **as it will be deemed duly read and accepted by you.** It will imply that you comply with these Terms, when you use our site, or book to participate in any of our tours. Please contact us for any questions, concerns or doubts before using our Site or booking or participating in a Tour.

#### 1. DEFINITION OF TERMS

In these Terms, capitalized words carry the meanings ascribed to them within the Terms, unless the context indicates otherwise, as defined below:

##### a. Address terms:

'We', 'us' or 'our' means 'Tropicana Vacations', and 'you' or 'your' means the person, organization or entity that uses our Site or books to participate in a tour with us, each a 'Party' and collectively 'the Parties'

##### b. Claims:

This includes a broad spectrum of legal actions, such as claims, notices, demands, rights, entitlements, actions, proceedings, litigations, prosecutions, arbitrations, investigations, judgments, awards, damages, losses, costs, expenses, or liabilities, regardless of their nature or origin. These can be present, un-ascertained, immediate, future, or contingent. They can be based on contract, tort, statute, or involve a third party or a Party to these Terms.

##### c. Confirmation Email:

Refers to the email you receive from us confirming your booking, which is attached and constitutes a part of these Terms.

##### d. Consequential Loss:

Encompasses all Claims, whether direct, indirect, incidental, special, consequential, or incidental in nature, suffered by you or brought against you as a result of or in connection with these Terms. This includes but is not limited to losses of profits, revenue, production, opportunity, benefit, goodwill, or reputation, even if we were explicitly informed of the likelihood of such loss or damage.

##### e. Fee:

Represents the fee established by us for the Tour, as outlined on the Site and/or in the Confirmation Email, and adjusted in accordance with these Terms.

##### f. GST:

Takes on the meaning defined in the Goods and Services Tax Act 2017.

**g. Laws:** Encompasses all relevant laws, legislation, ordinances, regulations, by-laws, subordinate legislation, standards, codes, approvals, licenses, or consents issued by a government department or statutory authority in any relevant jurisdiction. This also includes any renewals or modifications to any of these legal instruments.

##### h. Site:

Refers to our website, which can be found at <https://www.tropicanavacations.com>. Please note that the content, features, and structure of the site may be subject to changes, enhancements, or replacements over time to improve your experience and provide you with the latest information and services.

##### i. Tour:

Denotes the tours described on our Site or any Tour we have agreed to provide to you, with further particulars specified in the Confirmation Email.

##### j. Terms:

Signifies these Booking Terms and Conditions, coupled with any Confirmation Email in line with these Terms, and as modified per its provisions.

#### 2. BOOKING TOURS

At Tropicana Vacations, as facilitators of our tours, we strive to accommodate all bookings; however, it's important to understand that we retain the right to accept or decline any booking at our sole discretion.

##### a. Acceptance and Confirmation of Tour:

Upon the acceptance of your booking, you will receive a comprehensive Confirmation Email. This email will include crucial details about your selected tour, our invoice, and a copy of our terms and conditions. We kindly urge you to carefully review the booking particulars presented in the Confirmation Email before proceeding with your payment. Your thorough examination ensures that you have accurate and complete information about your tour.

##### b. Hotel and Room Availability:

Accommodation arrangements, including the specific hotel and room allocation, will be made based on availability at the time of booking. We will strive to secure suitable accommodations that meet your preferences, but please be aware that specific rooms and hotels are subject to availability.

##### c. Group Tours and Minimum Participation:

For group tours, the tour will proceed and be operated only when the required minimum number of participants is met to avail of the group rates. This ensures that we can offer you the best possible rates and experiences for group travel. If the minimum number of participants is not reached, we will provide you with alternative options or make necessary adjustments to the tour.

### 3. PAYMENT STRUCTURE

The total cost of your tour is determined by the specific tour package you have selected, and the payment structure is outlined as follows:

**A. Payment of Booking Fee:** Upon initiating the booking process, you will be required to make an initial payment, which is classified as a NON-REFUNDABLE 'Booking Fee.' For International booking INR.30,000/-: For Domestic booking INR.10,000/-

This amount will be credited towards the overall total tour cost. This payment secures your reservation and guarantees your seat on the chosen tour. It is important to note that the Booking Fee is non-refundable under any circumstance.

#### B. Payment of outstanding balance:

The outstanding balance must be settled no later than 45 days before the tour's scheduled start date. You have the flexibility to choose between two options for payment:

**i) Two Instalments:** You may opt to pay the remaining balance in two instalments. We will provide you with details about the first instalment, ensuring you have at least 10 days before the payment deadline for your convenience.

**ii) Single Full Payment:** Alternatively, if you prefer, you can make a single full payment for the entire tour at once.

#### C. Cancellation Due to Outstanding Fees:

We aim to provide you with flexibility in settling the remaining balance, allowing you to choose the payment method that best suits your needs.

We reserve the right to cancel your participation in the Tour if the Fees are not paid in full to us, 45 days before the scheduled start date of your Tour, as specified in these Terms.

#### D. Price Revision Clause:

Tropicana Vacations reserves the right to modify the tour price in the event of heightened airfare costs or currency devaluation before your travel. By proceeding with your booking, you acknowledge your agreement to cover any additional expenses that may arise due to this unexpected price adjustment.

### 4. CANCELLATION | CHANGE | RESCHEDULE POLICY:

We understand that your travel plans might need some flexibility. If, after you have made a payment for all or part of the fees, you decide to cancel or reschedule your tour:

**a) Before 30 days from the date of departure :** If you decide to modify or reschedule your tour before 30 days prior to the tour's start date, you can do so without incurring any additional charges, as long as no tickets or bookings have been made in your name. However, if you opt to cancel your travel plans entirely, please be aware that a cancellation fee will be applied.

This fee encompasses the entire Booking Fee, which is non-refundable, as well as the cost of any non-refundable air, bus, train, ship tickets, ground transport or hotel bookings that were reserved and/or issued in your name before your cancellation. After deducting a cancellation / administrative fee of INR 15,000/- (or the equivalent in other currencies), we may refund any remaining balance of the Fee, if applicable.

**b) Within 30 days from the date of departure:** If you decide not to proceed with your travel plans within 30 days from the tour's start date, a cancellation fee equal to 100% of the tour's value will be imposed.

**c) No Show:** If you cancel on the tour's start date or anytime thereafter, including by leaving the tour or failing to show up, you will be required to pay the full Fee, and no refunds will be provided.

**d) CHANGE/RESCHEDULED TOUR:** If the new tour you select is of lower value than your original booking, any excess funds paid will be retained as a credit note with us for your future use.

Please be aware that some date changes within 30 days of the start date of the tour may incur a fee equivalent to 100% of the value of the tour.

In certain situations, specific tour dates may be priced higher or require an additional surcharge to secure. If you opt for a tour date with a higher price compared to your original booking, you will need to pay the difference to secure your place on the more expensive date.

**e) CHANGES IN NAME:** If you find yourself unable to partake in a Tour, we kindly request that you get in touch with us. In specific situations, we may consider allowing you to transfer the Tour, or any portion of the Fee you've paid, to another individual, provided that no tickets or bookings have been issued under your name. It is important to note that we are under no obligation to approve such transfers, and this decision will be at our discretion.



## 5. PASSPORT AND VISAS REQUIREMENTS:

For all our international tours, having a valid passport and obtaining the necessary visa approvals are essential. It's important to note that entry into any country is solely at the discretion of immigration officials at border or entry points. Complying with these passport and visa requirements is critical to ensure your seamless entry into the destination countries during our international tours.

**Passport:** You must possess a valid passport that remains valid for the entire duration of any tour and for an additional 6 months after the tour concludes. It is your responsibility to ensure that you maintain a valid visa for the entire duration of the tour. Please be aware that we cannot be held accountable if you are denied entry to a destination country due to an invalid passport or visa.

**Visas:** If you decide to book a Tour that explicitly mentions our assistance in applying for a visa on your behalf, you grant us permission to prepare and submit your visa application, along with any necessary related activities, based on the information you provide. However, it is important to note that we have no control over, and cannot be held liable for, the processing time or outcome of any visa application. Your cooperation in providing accurate and timely information is crucial in this process.

## 6. TRAVEL INSURANCE:

If you need assistance with procuring travel insurance, please reach out to us, and we will be happy to help you with the process.

## 7. PHOTOGRAPHY & VIDEOS

At our company, we hold your privacy in high regard and seek your permission to utilize photographs or videos captured during our tours. These visuals may be taken by your tour guide, fellow group members, or supplied by you, showcasing your own snapshots or videos. We would use these visuals for promotional purposes.

Rest assured, we always handle these images with respect and provide appropriate credit whenever feasible. By accepting our terms, you grant us the authorization to feature your photographs or videos on our website, social media platforms, and other promotional materials. This serves to exhibit the splendor of the destinations we offer while showcasing the quality of our services.

## 8. FORCE MAJEURE

The travel arrangements, including the travel date, conditions, and itinerary, are subject to the laws and regulations of the specific country or region. Any adjustments required by local authorities due to legal

or unforeseen natural occurrences affecting travel are considered as Force Majeure events. In these situations, customers waive their right to make claims or seek compensation for any resulting changes or disruptions.

A 'Force Majeure' event (Hand of God) refers to circumstances beyond our control, such as war, the threat of war, civil unrest, pandemics, terrorist activities or threats, government actions, labor disputes, protests, natural disasters, unnatural incidents like explosions, or any similar event not within our control.

Please note that we are NOT LIABLE for refunding your payments or providing compensation in such situations, if we must suspend or significantly modify your Tour due to a FORCE MAJEURE event.

## 9. CHANGES TO THE ITINERARY

The Tour itinerary is susceptible to modifications in the event of unforeseen circumstances or occurrences. If, due to events or circumstances beyond our control, we are unable to provide a specific element listed in the Tour itinerary, we will make every effort to substitute it with an alternative inclusion of equal or greater value.

## 10. AGE REQUIREMENT:

To join a regular departure of a TROPICANA VACATIONS Travel tour, participants must be at least 18 years old. However, in certain cases, we may consider participants aged 17 years old if they obtain consent from a legal guardian who is at least 18 years old. Moreover, children below 18 years old are welcome to join our tours if accompanied by their parents or legal guardians.

## 11. YOUR SAFETY & HEALTH REQUIREMENTS:

At TROPICANA VACATIONS, your safety is our paramount concern. It is crucial that you promptly inform us of any significant health issues you may be experiencing, as well as any food allergies you have. Please be aware that some of our tours may involve physical exertion.

If participating in a tour could potentially adversely affect your physical health or medical condition, it is imperative that you consult with a medical professional to assess your suitability for any of our tours.

Your decision to partake in a tour is entirely at your own risk, and we will require you to complete a waiver form before joining any of our tours.

Furthermore, it is your responsibility to obtain any necessary vaccinations or pertinent medical information related to the destination country of the tour. We aim to ensure that you are well-prepared for your journey and can fully relish your experience. Your well-being is our priority.







## 12. YOUR CONDUCT

When participating in a Tour, it is essential that you collaborate with us and maintain appropriate, respectful, legal, non-aggressive, non-bullying, and proper behavior. You must adhere to these Terms and follow any instructions or guidance provided by us or our tour guides at all times.

We reserve the right to terminate these Terms and ask you to exit a Tour if, in our judgment, your behavior is inappropriate. If such a request is made, no refund will be issued to you.

You acknowledge and agree that we do not have control over your conduct or the conduct of third parties. You further acknowledge and agree that, to the fullest extent allowed by law, we will not be held responsible or liable for the conduct of either you or any third party.

## 13. YOUR COOPERATION AND INFORMATION

To ensure the seamless booking and provision of your tour, you agree to undertake all necessary actions and provide us with the information and documents we reasonably require.

This includes, but is not limited to, providing your full name, date of birth, passport information, PAN details, Aadhar card details, or disclosing any pertinent medical conditions. It is crucial that the information and documentation submitted to us are complete, precise, and accurate. Your cooperation in this regard is essential for a smooth and enjoyable travel experience.

## 14. YOUR DATA & SECURITY

We collect personal information about you for various purposes, including confirming your eligibility for a Tour (which may involve verifying your date of birth), facilitating your Tour booking through our Site, processing bookings (including visa applications on your behalf), granting you access to our Site portal, establishing an account, contacting you, and responding to your inquiries.

When collecting and utilizing your personal information, we are committed to adhering to the Right to Privacy Act 2017 and any other applicable laws. We may share this information with third-party service providers who assist us in delivering our services and Tours. These may include IT service providers, data storage, web hosting, server providers, professional advisors, payment system operators, and our business partners, including third-party tour operators, as required by law.

Failure to provide this information may result in our inability to provide our Tour services to you. In certain

situations, we may disclose your personal information to third parties located outside India or where data is stored outside India.

We may retain the personal information you provide to communicate with you, facilitate account access, or enable you to book additional Tours with us. If you wish to opt out of communications, including marketing communications, please contact us using the provided contact information or use the opt-out options available in our communications.

You have the right to request access to the personal information we hold about you or request its deletion by contacting us using the provided details.

By providing us with your personal information, you consent to the collection, retention, use, and disclosure of your personal information in accordance with these Terms.

## 15. LIMITATION OF LIABILITY

### Third-Party Services:

We may utilize third parties to offer Tours to you. We do not make any representations or warranties regarding the services provided by these third parties, and we disclaim all responsibility and liability, to the fullest extent permitted by law, for the services rendered by third parties or any potential failures in the delivery of these services.

### Warranties:

You acknowledge and consent that the information and materials presented on our Site may occasionally be inaccurate, incomplete, or temporarily unavailable. To the maximum extent permissible by law, all information and materials are provided to you without any express or implied warranties, guarantees, representations, or conditions. We explicitly disclaim all forms of warranties, guarantees, representations, or conditions, whether express or implied.

### Exclusions:

To the fullest extent permitted by applicable law, we completely disclaim any liability and shall not be held responsible for:

1. The Site or your utilization of the Site.
2. Any actions or oversights on your part, including your participation in any Tour.
3. Any actions or oversights of third parties, including but not limited to government agencies, hotels, tour operators, or airlines.
4. Any unforeseeable events or circumstances beyond our reasonable control.
5. Any information or documentation provided by you.
6. Any loss or damage to property, including your baggage, or personal injury, loss, or fatality.





## 7. Any Consequential Loss.

### **Limitation:**

To the greatest extent allowed by applicable law, our total liability arising from or in connection with these Terms, regardless of the cause, including but not limited to contract, negligence, equity, statutory law, or any other basis, shall be restricted to either, at our sole discretion, providing you with the relevant Tour again or paying you an amount not exceeding the Fees you paid us for the Tour that is the subject of the claim.

### **Indemnification:**

You shall indemnify us against all Claims (including legal costs and expenses on a full indemnity basis) arising from your violation of these Terms.

The responsibilities outlined in this section ('LIMITATION OF LIABILITY AND DISCLAIMERS') will remain in effect even after the termination of these Terms.

## 16. GENERAL TERMS

### **Assignment:**

We may assign or transfer our rights or obligations under these Terms without your consent.

### **Compliance with Law:**

You agree to comply with all applicable Laws in all countries that you visit.

### **Disputes:**

We will make reasonable efforts to assist you in resolving disputes with third parties that may arise from your involvement in a Tour. Any disputes or complaints you may have against us will be dealt with in good faith and promptly.

Prior to initiating any legal proceedings related to a dispute or complaint arising from or connected to these Terms, you must first engage with us (in good faith) to seek a resolution for that dispute or complaint. This requirement does not apply if you are seeking urgent interim relief or if the dispute or complaint concerns compliance with this clause.

### **Intellectual Property:**

Regarding intellectual property rights, we hold ownership of all rights pertaining to the Site and any materials provided to you.

### **Jurisdiction and Applicable Law:**

These Terms are governed by the laws of India and subject to the applicable jurisdictions of these courts. The Site may be accessed throughout India and overseas.

We make no representation that the Site complies with the laws of any country outside India. If you access the Site from outside of India, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.

### **Notices:**

Any notice in connection with these Terms will be deemed to have been duly given when made in writing and delivered or sent: (a) by us, to your email address or postal address, and (b) by you, using the contact details.

**Severability:** If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **Entire Agreement:**

These Terms contain the entire understanding and agreement between the Parties in respect of its subject matter.

### **Amendment:**

We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to booking a Tour, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any booking that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you made the booking.

*We* express our gratitude for your trust and support, and we eagerly anticipate the opportunity to offer you the finest travel and tour services available.

