

TERMS and CONDITIONS

1. Inclutrip LLP

NAMASTE! We are M/s. Inclutrip LLP, a company incorporated in India under the LLP Act 2008 with LLP Identification number ACE-8156, and have our registered office at 165. Movie Tower CHSL. Oshiwara Complex, Andheri West, Mumbai – 400053.

Inclutrip curated **by the disabled for the disabled**, is a travel company which provides accessible customised holidays addressing the needs of international TWDs (travellers with disabilities) whether on a wheelchair, those who are visually and hearing impaired and amputees. At Inclutrip, we offer a wholesome, meaningful, and a delightful experience of India and believe in travel that is easy, adaptable, boundless and for ALL. We provide top-of-the line assistance and support, use the best in transportation, employ locally trained experts for on-ground assistance to ensure a hassle-free travel experience.

To contact us, please email contact@inclutrip.com.

2. Terms

Inclutrip reserves the right to make changes to the terms and conditions as needed. Do have a read at the time of confirming your bookings. When confirming bookings, you agree to accept them.

3. Booking Conditions, Booking Flow, Payments, Cancellations and Refunds

Booking Conditions

- a. 18 years + of age is a must to make bookings and payments for yourself and on behalf of others. In addition, you confirm that,
 - You have read the T&Cs and have the authority to and agree to be bound by them.
 - You consent to our use of personal data in accordance with our Privacy Policies and are authorised on behalf of all persons named in the bookings to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements).
 - You accept financial responsibility for payment of the bookings on behalf of all persons per the booking details.
- b. It is important to have a valid passport to undertake the travel with a minimum validity of 6 months.
- c. It is extremely important to carry a comprehensive travel insurance policy with you, prior to embarking on your travel. Ensure the policy covers all personal requirements including pre-existing medical conditions, cancellation charges, medical expenses, and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, Inclutrip will not be liable for any losses.

- d. If any member of your group or you have any specific health concerns, please seek the advice of a qualified doctor prior to departure and please ensure medical declarations are made available to us at the time of booking. Where information is incorrect or withheld, or where medical declarations have not been made available, Inlutrrip will be absolved of any liability.
- e. Inlutrrip reserves the right to refuse any booking at its discretion before the travel commences.
- f. Regarding special requests and add-ons, while we will try and arrange them to the best of our ability, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on the final booking confirmation and/or email correspondence exchanged is not a confirmation that the request will be met. Failure to meet any special request will not be a contractual lapse on our part unless the request has been specifically confirmed by us. Bookings that are conditional upon any special request being met will not be accepted.
- g. All our TWDs (travellers with disabilities) may be required to bring their own personal caregiver with them while travelling. This must be someone who has a complete understanding of their specific needs, to ensure that they remain comfortable and supported while enroute and travelling. This is extremely important.

Booking Flow

- h. Fill in the contact form and/or send us an email on contact@inlutrrip.com with your trip and personal details. If booking for a group, you must accept the terms on behalf of the group.
- i. Please remember to share accurate details regarding your physical disability, or visual or auditory impairment for us to make a detailed and comprehensive proposal covering all special needs, assistance, and requirements. Also ensure you have taken individual consent from everyone in the group to share their personal information with us.
- j. Our team will connect over email and confirm details prior to crafting the customised proposal.
- k. The customised proposal will be mailed to you for your final approval and confirmation with only the land costs (inclusions and exclusions) included and wherever needed, domestic airfares.
- l. Final proposal confirmations by you to us must ideally be sent 4 months prior to the trip departure. E.g. for an October departure, confirmations must be sent by the month of June. If this is not possible, then not later than 3 months prior to trip departure.
- m. A binding contract will come into existence between you and us as soon as we have replied to you with our booking confirmation that will confirm the details of your booking.
- n. In case there are any amendments to be made to the final confirmed proposal post the booking confirmation sent by us, then we would need details of the same at the earliest possible and not less than 60 days prior to departure and before the final balance payment date, via email correspondence.
 - Amendments may include change of travel dates, a curtailed itinerary or an itinerary with new extensions included.
 - There could be costs and charges involved for the amendments to be made and these could increase closer to the date of departure. These would be communicated by us to you as soon as we initiate the process of making the amendments.
 - If the amendments are requested after the final balance payment date of your booking, or if we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you. Please refer to the cancellation clauses below.
- o. In case of differences in your expectations and our offerings basis the proposal, both of us will try and forge a mid-path, failing which we will mutually agree to forego the proposal sent.

Payments

- p. The payments will be split as detailed below:
- 25% of the total amount to be paid within a week post the proposal confirmation from you and the corresponding booking confirmation from us. You will receive a payment confirmation and an invoice within 7 days of payment.
 - 75% of the balance amount to be paid 45 days prior to departure.
- q. If booking for a group, please ensure the payment terms are adhered to per person in the group.

Cancellations & Refunds

- r. Cancellations are of two types – when you cancel or when we cancel the trip which has been booked.
- s. If it becomes necessary to cancel your booking, you must notify Inlutrrip immediately in writing. Once we receive your email/ notice, cancellation will take effect from the date of the receipt of the email. Please note the following charges will be applicable:
- 100% payment to be refunded if the booking's cancelled more than 90 days prior to departure, barring a processing fee of which will be intimated to you. The amount will be refunded within 7 days from the date of cancellation.
 - 50% of the payment made will be forfeited if the booking's cancelled between 90 days – 60 days prior to departure. The remaining 50% will be refunded within 7 days from the date of cancellation.
 - 25% of the payment made will be forfeited if the booking's cancelled between 60 days – 45 days prior to departure. The remaining 75% will be refunded within 7 days from the date of cancellation.
 - 100% of the payment made will be forfeited if the booking's cancelled 45 days prior to departure.
- t. Should one or more member(s) of a party cancel, it may increase the per person cost of those still travelling and every group member will be liable to pay this increase.
- u. If we cancel your booking due to extraordinary conditions at the destinations to be travelled to which are beyond our control, 100% of the payment made by you, will be refunded within 7 days from the date of cancellation which we would have mailed to you. No further compensation will be due. Extraordinary conditions will include but not limited to, acts of god, natural disasters, epidemics or pandemics, extreme weather, terrorist attacks, war, civil commotion or riots, threats of or preparations for war, armed conflict, nuclear, chemical, or biological contamination or sonic boom, collapse of buildings, fire, explosions, or accidents.

4. Liabilities

- a) We will execute your trip with the utmost skill and care. We will be liable for loss or damage that you suffer that is a result of our failure to use reasonable skill and care in executing the trip when we both agreed to the booking terms and conditions. Further, we will be liable for what our employees, agents or sub-contractors do or do not do if they were at the time acting within the course of their employment or carrying out work that we had asked them to do.
- b) We will not be liable for any injury, illness, death, loss, damage, expense, cost, or other claim of any description whatsoever that results from:
- Your own acts and/or omissions or the acts and/or omissions of any members of your party;
or

- The acts and/or omissions of a third party not connected with the trip and which were unforeseeable or unavoidable; or
- extraordinary conditions beyond our control (mentioned above).
- However, we do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or sub-contractors; and fraud or fraudulent misrepresentation.
- You have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation, delay in flights, physical injury while boarding or during the flight time, damage to your wheelchair and other disability aids. Liability in such cases is the responsibility of the airline and will not entitle you to a refund from us.

5. Others

- a) There will be external companies and organisations who will also provide services to you and who are independent of us and for whom we act as travel companies (for instance accommodation providers). These service providers and owners provide services in line with their terms and conditions. Some of these terms and conditions may limit or exclude their liability to you. It is your responsibility ensure you to comply with such terms, copies of which will be available from these third parties on request.
- b) We will not accept responsibility for services or facilities which do not form part of our agreement. For instance, any additional excursion you book, or any service or facility which your hotel or any other supplier agrees to provide for you, other tours that you may choose to book or pay for which are not part of your agreement with us. For any such, your contract and agreement will be with the operator of the excursion or tour and not with us. We are not responsible for the same or for anything that happens during its provision.
- c) Where it is impossible for you to return to your departure point as per the agreed return date of your travel, due to “unavoidable and extraordinary circumstances,” we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding two nights per person for the caregivers and the TWDs (travellers with disabilities). For the purposes of this clause, “extraordinary conditions” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.
- d) We may transfer our rights and obligations under these terms to another organisation due to certain unavoidable circumstances. We will email you if this happens and we will ensure that the transfer will not affect your rights in any way.
- e) There could be situations where we would need to amend the confirmed booking due to increase in prices of carriage, changes in taxes and fees of all kinds as applicable, or currency exchange rates as relevant. If these were to happen, it will be our responsibility to intimate you of the same at the soonest possible, and at least a fortnight prior to departure.
- f) In case of any difficulties while travelling between destinations as per the tour itinerary, you must bring it to the notice of our on-ground operations team for them to immediately address the situation to the best possible at that point in time and as appropriate in those circumstances. For instance, health services, assistance with distance communications and finding alternative

travel arrangements as much as is possible. Where you require assistance, which is not owing to any failure by us, our employees, or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance if the difficulty is caused intentionally by you or a member of your party, or otherwise through you or your party's negligence.

- g) It is extremely important to carry a comprehensive travel insurance policy with you, prior to embarking on your travel. Ensure the policy covers all personal requirements including pre-existing medical conditions, cancellation charges, medical expenses, and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, IncludTrip will not be liable for any losses.
- h) This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to make any changes to these terms.
- i) Each of the sections or paragraphs of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- j) If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.
- k) IncludTrip guests agree that any images/videos taken on tour can be used by IncludTrip on its website and social channels to promote India and her destinations to other international guests who wish to travel to India in the immediate future. Credits will be attached if requested. Those who do not wish this happens, all you need to do is inform the IncludTrip operations team and it shall be accommodated.
- l) These terms, their subject matter, and their formation, are governed by Indian law. You and we both agree that the courts of India will have exclusive jurisdiction.