

# TAKEME2INDIA

## - Terms and Conditions -

By booking the Tour Package, you agree to these terms. Please read them carefully!

- 1 What we will do for you**
- 1.1 We will supply you with the services described in the Booking Form, being the co-ordination of travel and accommodation to India.
- 1.2 We will use all reasonable skill and care in providing the Tour Package.
- 1.3 We may occasionally need to make amendments or adjustments to your Tour Package where these are the result of matters beyond our control. We may make those amendments.
- 1.4 We will inform you of any amendments under clause 1.3 as soon as is possible.
- 1.5 Where the Tour Package includes accommodation, we will endeavour to meet your reasonable room requests. However, we are unable to guarantee your room preferences.
- 1.6 If any event included in the Tour Package is cancelled by a Supplier then we will refund you the value of that event to the extent that we are able to secure a refund from the Supplier.
- 1.7 We are not required to provide any refund to you for any aspect of the Tour Package which is not used or completed due to your illness, incapacity or choice.
- 2 Your responsibilities and acknowledgments**
- 2.1 When travelling, you will immediately comply with our reasonable instructions and requests.
- 2.2 Where a Group Booking is made, you must nominate a Contact Person.
- 2.3 The Contact Person:
- (a) must be at least 18 years of age;
  - (b) must sign the Booking Form,
  - (c) signs the Booking Form as an agent for all members of the Group and warrants that he or she has the authority to do so;
  - (d) must ensure all information relating to the Tour Package sent by us is forwarded to the other members of the Group;
  - (e) must ensure that all payments owing to us by members of the Group are paid in accordance with these terms.
- 2.4 You must immediately check all documentation distributed by us to you in relation to the Tour Package to ensure it fully meets your requirements and inform us of any errors.
- 2.5 You warrant that:
- (a) prior to departure you will obtain travel insurance adequate to your needs;
  - (b) you have a current passport that will not expire at least six months after your return to New Zealand;
  - (c) you have all required documentation, including visas) and meet all other requirements to enable your entry to the countries included in the Tour Package and your return to New Zealand;
  - (d) prior to departure, you will review the travel advice issued by the Ministry of Foreign Affairs
- at [www.safetravel.co.nz](http://www.safetravel.co.nz) (and any similar website offered by the government of the destination country); and
- (e) you have obtained appropriate medical advice as to your fitness to travel and have attended to any appropriate vaccinations – doing this is your responsibility.
- 2.6 You understand that the Tour Package is based on current guides and information provided by our Suppliers and may change at any time.
- 2.7 The goods and services included within the Tour Package are subject to the terms and conditions of our Suppliers and you agree:
- (a) your sole recourse with respect to such goods and services is directly against the Supplier concerned; and
  - (b) we are not responsible for any amendment to the services provided our Suppliers.
- 2.8 You understand that accommodation Suppliers may require credit card imprints or bonds and proof of identification at the time of check-in. You are responsible for providing these and also confirm that we are not responsible for any charges imposed by accommodation Suppliers for any claimed damage.
- 3 Prices and Payment**
- 3.1 The Tour Package Price:
- (a) includes only those matters included in the Tour Package and excludes any other matters or incidental costs incurred by you;
  - (b) is, at any time before full payment is made, subject to change as a result of changing currency values, increased Supplier costs (including airfares) and other matters outside of our control; and
  - (c) must be paid in full at least three (3) calendar months before the Tour Package commences.
- 3.2 If you request any amendments to the Tour Package, then we may agree to this subject to your accepting a revised Tour Package Price nominated by us.
- 3.3 Some Tour Packages may require a minimum number of Group members. Where this is the case:
- (a) the Tour Package Price is subject to those minimum numbers being met; and
  - (b) we reserve the right to cancel the Tour Package or amend the Tour Package Price where the minimum numbers are not met.
- 3.4 The Deposit:
- (a) must be paid within fourteen (14) days of the Booking Form being returned;
  - (b) must be paid before the booking will be considered confirmed; and
  - (c) is not refundable in the event that the Tour Package is cancelled:
    - i. by you; or
    - ii. by us under clause 4.1. and 3.3(b)
- 3.5 All payments under these terms:

- (a) Include GST (where payable);
- (b) must be made in New Zealand Dollars in accordance with the payment methods we accept from time to time.
- 4 Cancellations**
- 4.1 We may cancel the Tour Package at any time if we decide that:
- (a) you or a member of your Group has breached any of these terms and we are of the opinion that the breach is material;
- (b) it is in the interests of safety of you, any member of your Group or our employees and contractors to cancel the Tour Package.
- 4.2 If we cancel the Tour Package for any reason other than under than clause 4.1(b) or 3.4(c)i above, we will refund you the face value of the remaining aspects of the Tour Package to the extent that we have not already expended that money in the booking or payment of our Suppliers or are able to obtain a refund from them.
- 4.3 All cancellations by you must be made in writing to us and are subject to the other terms set out herein.
- 4.4 In addition to any other remedies we have under these terms or the law, you will also indemnify us in respect of any fees or costs we owe to our Suppliers as a result of any cancelled Tour Package.
- 5 General**
- 5.1 We may capture your image on tour and you consent to us using such images for promotional purposes. You also consent to us using any written feedback testimonials or similar such material you supply us with for promotional purposes.
- 5.2 To the maximum extent allowed by law:
- (a) our liability to you and your party will be limited to the value of the total cost of your Tour Package; and
- (b) we are not responsible for any personal injury or loss to property you suffer during the tour.
- 5.3 We may give notice to you by any of the contact details set out in the Booking Form.
- 5.4 All notice to us must be given by email to [steewee@takeme2india.co.nz](mailto:steewee@takeme2india.co.nz) and will be effective from the day they are received by us.
- 5.5 Where an event beyond our reasonable control prevents or delays us from fulfilling any obligation we owe to you under these terms, then such non-performance or delay will not be deemed a breach or entitle you to bring any claim against us.
- 5.6 Where you purchase or hold yourself out as purchasing our services for the purposes of business, the provisions of the Consumer Guarantees Act will not apply to the supply of such services to the maximum extent allowed by law.
- 5.7 All disputes and or claims made in respect of the Tour Package or these terms will be subject to the exclusive direction on the New Zealand courts except where we (at our option) direct otherwise.
- 5.8 We are not responsible for:
- (a) ensuring that you are eligible to enter into or travel within any of the destination countries;
- (b) the quality of any goods or services procured by you in any of the destination countries;
- (c) advising you on any vaccinations or other medical matters that are advisable with respect to any travel organised by us;
- (d) assisting you with respect to any criminal or civil liability or procedure imposed on you in any of the destination countries.
- 5.9 You agree to indemnify us in respect of any liability, harm, costs or damage suffered by us as a result of:
- (a) any incorrect, false or misleading information supplied by you to us;
- (b) any breach of these terms by you.
- 6 Definitions**
- 6.1 In these terms the following terms have the following meanings:
- Booking Form** means the form describing and setting out the Tour Package and signed by you or the Contact Person.
- Contact Person** means the person nominated to be the Contact Person on the Booking Form. In a Group Booking, the Contact Person is an agent for the rest of the Group.
- Deposit** means the deposit identified on the Booking Form.
- Group and Group Booking** means a party of two or more customers who wish to undertake the Tour Package together. These terms apply to all members of a Group.
- Tour Package Price** means the price payable by you to us in consideration of us coordinating the Tour Package. It includes the Deposit.
- Tour Package** means the transport, tourist and accommodation services described in the Booking Form.
- Suppliers** means those parties and businesses with whom we contract from time to time to supply aspects of the Tour Package.