TransIndus Booking Form

Please read our booking terms and conditions carefully before completing this form using block capitals.

Lead traveller details

Name _____

Address _____

_____ Postcode _____

Daytime tel _____ Evening tel _____

Email _____

Emergency contact details (friends and families not travelling)

Name _____

Relationship _____

Address _____

_____ Postcode _____

Daytime tel _____ Evening tel _____

All traveller details as they appear in your passport (including lead traveller)

Title	First & middle names	Surname	Date of birth	Passport no.	Date of issue	Date of expiry	Nationality

Insurance details

Traveller name	Policy Underwriter	Policy number	Insurance company & emergency contact number

Holiday details

Tour name	Departure date	Extensions with dates	Final date of return	Single supplement	Special requests	Flight details (if arranged independently)
				Yes / No		

Visas

If you require a visa for your holiday please speak to our preferred visa service partner The Travel Visa Company. As a TransIndus client you will qualify for a preferential rate.

Visit **www.thetravelvisacompany.co.uk/transindus** or call **01270 250 590**. For preferential rates mention that you are a TransIndus client.

Where did you hear about TransIndus?

Please let us know where you heard about us _____

Name of TransIndus consultant _____

Your booking reference number _____

Payment details

Deposit at £ _____ per person

Full payment at £ _____ per person

Total deposit for booking £ _____

Total payment for booking £ _____

The total holiday price is payable if booking within 8 weeks of departure.

To book by credit or debit card please call us on **020 8566 3739**

Agency stamp / details

Signature _____

Date _____

Please return the completed form to TransIndus or your retail agent.

TransIndus Limited - Booking Conditions for Tailor-made holidays

Introduction:

We hope you have enjoyed going through our brochure and discussing your suitable holiday. We recommend you read our Booking Conditions, which are governed by British law and are designed to protect your rights. Irrespective of your booking coming to us directly or via a retail travel agent your contract is deemed to be with TransIndus Limited, trading as Journeys East. When you book your holiday with us, it is deemed that you accept our booking conditions.

1. How to Book

Having chosen your holiday you just need to complete the Booking Form provided online or by your consultant and forward it to us with an appropriate deposit. You can book and make a payment of the deposit by giving us your debit/credit card details over the telephone. A booking form will need be sent subsequently. In addition we work with a number of excellent retail agents throughout the UK and Ireland and you may choose to book your holiday through one of them. The agent will hold your deposit on behalf of TransIndus but your contract in all cases will deem to exist with TransIndus. Please note, if a retail agent fails to adequately/fully convey your special requirements to TransIndus Limited, or our advice/instructions to you, we will not be responsible. TransIndus will normally confirm your order via a 'Booking Acceptance Letter' within 7 working days.

2. Deposit

A deposit of 20% of your holiday cost or £250 per person, whichever is higher, is payable when placing a booking. Deposits and final payments made by Non-UK debit cards, Visa and Mastercard credit cards are subject to 2% transaction charge, while American Express cards incur a 2.5% surcharge. There is no transaction charge for UK debit cards or UK bank transfers. Cruises and some hotels, beach resorts, wildlife lodges may require a higher deposit or even full payment at their discretion, especially during peak season. More airlines are now requesting for full payments and we may need to ask for additional deposits for your international flights. We will advise you of these at the time of the booking or as soon as we are made aware. Please note all deposits are non-refundable; except in instances when we cancel the holiday or express our inability to operate it.

3. Financial Protection

When you book and pay for an ATOL protected air holiday package you will receive an **ATOL Certificate** confirming your holiday contract and your protection under our Air Travel Organiser's Licence number (ATOL) 3429 issued by the Civil Aviation Authority (CAA). Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. You will subsequently be sent a Booking Acceptance Letter from us. In the unlikely event of our insolvency, CAA will protect your holiday arrangements and arrange to refund any money you have paid. If already travelling the CAA will ensure you are not left stranded overseas. For further information visit the ATOL website at **www.atol.org.uk** and **www.atol.org.uk/ATOLCertificate**. The price of our air holiday packages includes the ATOL Protection Contribution (APC) we pay to the CAA.

Holidays excluding flights are protected separately by the Association of British Travel Agents (ABTA) with whom TransIndus has a financial bonding, number V0705.

The UK government's holiday protection schemes may undergo change, we recommend you look up our updated Booking Conditions on the website at the time of booking.

When booking through an agent for arrangements that include, but are not limited to, TransIndus' arrangements, your contract will deem to be with the agent and not with TransIndus. TransIndus is such circumstance will be deemed to be a supplier for your agent. Similarly, if booking only a single component eg a flight or hotel, via an agent, TransIndus will be deemed to be an supplier for the agent and will accept no liability for the provision of the service.

4. Travel Insurance, Health & Safety

It is strongly recommended that all travellers be adequately insured for the holiday. You may buy the insurance through Holiday Extras, our preferred insurance providers, or locate comprehensive policy independently. When taking insurance, please ensure it covers any activities that you may undertake during your holiday such as hikes, treks, travel to high altitude regions and diving. If you are unable to provide proof of adequate travel insurance we will require you to sign an indemnity form absolving us of any liability which may arise owing to your failure to take out adequate insurance cover. You can get a quote or issue your insurance directly with HOLIDAY EXTRAS by calling 0871 360 2742 or visiting **http://secure.holidayextras.co.uk/transindus-insuranceukreferea** Please quote our ABTA number V0705 when dealing over the telephone.

We strongly recommend you consult your doctor about mandatory health requirements, health precautions and recommended vaccinations a few months before your holiday. Additional information is available from the National Travel Health Network **www.nathnac.org** or the NHS website - **www.fitfortravel.nhs.uk**

The Foreign & Commonwealth Office (FCO) provides regular information/updates about foreign destinations and risks, if any, to British citizens when travelling to these destinations. The FCO advice can be seen on their website **www.fco.gov.uk/travel**; they can also be contacted on 020 7238 4503.

5. Confirmation and Final Payment

The balance amount for your holiday must be paid no later than 8 weeks before departure; Final documentation will not be released unless full payment has been received by due date. If payments are delayed without notification or adequate reason we reserve the right to treat your booking as cancelled retaining the deposit. If the booking is made within 8 weeks of departure, the full cost of the holiday is payable at the time of booking.

Arrangements for tailor-made travel are made ***after*** the acceptance of your booking and are as such subject to availability. While in most cases we are able to confirm all the arrangements within a few weeks of receiving the order, in some instances changes may be required or some confirmations may have to wait till much later. If we need to make a significant change to the itinerary booked, such as change of hotel or mode of transport or omission of a place, it is done with your concurrence. It is thus important that you give us your contact telephone numbers, both for daytime and evenings, so that changes can be communicated, discussed and implemented.

For minor variations in the itinerary we do not make supplementary charges nor do we offer reductions. If however the cost variation exceeds 2% of the total holiday price, you may be required to pay the difference, if the costs go up, or become entitled to a refund, if the costs go down.

If the very nature of the holiday changes due to non-availability of significant portion(s) of the tour, such as internal flights, we will ourselves offer you the option of a departure on an alternate date or cancellation with full refund.

If the availability of a certain portion of the holiday, or a specific hotel, is critical for you it must be specified in writing at the time of booking the holiday. Non-availability of this **critical element** will entitle you to a full refund of all monies paid, including the deposit amount. If, after notification of the non-availability of critical element(s) of your holiday, you decide to still proceed with the holiday, you cannot subsequently cancel it using this condition. We expect you to be reasonable when specifying critical elements, if any.

6. Travel Documents, Passports & Visas

You will need a passport with a minimum validity of six months from the intended date of return to the UK which must contain at least two blank pages for the issuance of a visa (additional pages required if visiting more than one country). Information on how to obtain a visa, if required, will be sent to you with the confirmation of your booking.

Travel documents are normally sent to you approximately 2 weeks before departure. These include your international flight tickets (if purchased through us), final itinerary, local contacts at your destination, baggage tags, some useful tips and suggestions including on tipping, etc. Vouchers for hotels and internal travel, etc., are delivered on arrival at the destination.

7. Price Guarantee

The price of your holiday is fully guaranteed. This guarantee is applicable once we have accepted your booking via a Booking Acceptance Letter and is subject to all payments being received by due dates. The price guarantee applies to complete holidays bought from us and does not cover the purchase of individual items such as airline tickets or hotel rooms. Thus if a flight is quoted separately, it is not protected against future cost increases prior to ticketing. Supplements such as club class upgrades or higher grade rooms in hotels are not covered by this guarantee.

It may be noted that price variations due to increases in fuel surcharges and airport taxes are not governed by this guarantee.

8. Alteration or Cancellation by you

If you wish to alter your programme after the booking has been accepted, an amendment fee of £25 per set of amendments per person will be charged, in addition to any additional costs due to the alterations, including any advances already paid to our suppliers. Changing the date of departure will entail a higher charge of £50 per person.

Any requests for alteration, once the tour has begun, will be treated sympathetically but we cannot guarantee their implementation. Any costs incurred in making such alterations, by us or our agents, will be passed on to you and the unutilised portion of the holiday will attract 100% cancellation charges.

Should you wish to cancel your tour, you must notify TransIndus in writing stating the reasons for cancellation. In such cases you may be covered by your insurance policy. Such cancellation will deem to take place only on the date of receipt of your written request and will attract the following cancellation charges:

Date of receipt of cancellation	Cancellation charges
61 days or more before departure	The deposit amount
42 - 60 days before departure	Deposit+40% of balance
28 - 41 days before departure	Deposit+60% of balance
15 - 27 days before departure	Deposit+90% of balance
14 days or less before departure	100% of tour price

9. Cancellation of a tour by us before departure

We reserve the right to cancel a holiday on offer by us, without assigning reasons at any time over 8 weeks before departure date. If such cancellation takes place, we will offer you a comparable alternative or at your option refund all monies paid by you. No compensation is payable for any holiday cancelled by us 61 days or more before departure.

Cancellation takes place within 60 days of departure it will be for one of the following reasons:

a) Due to non-payment or late payment of the balance amount due. In such cases an alternative holiday or refund will not be available and cancellation charges will apply.

b) Due to circumstances beyond our control such as cancellation of international or domestic scheduled service, technical problems with transportation, civil disorder or the threat of such, riots, strikes, natural disasters, accident or pollution, terrorist activity or the threat of such, war or the threat of war, etc. In deciding whether it is safe to visit a certain destination or not, we depend on the advice of the British Foreign and Commonwealth Office. In such instances we may offer comparable alternative arrangements or if you choose, we may make a full refund of all monies paid.

In the unlikely event of us cancelling a holiday within 60 days of departure for reasons other than those listed above, we will offer you a compensation of £15 per person for 42 to 60 days, £20 per person for 28 to 41 days, £30 for 15 to 27 days and £50 per person for within 14 days of departure.

10. Alterations to your tour Programme by us

We will make all reasonable efforts to provide you with booked tour arrangements but cannot rule out occasional changes and reserve the right to change accommodation, internal trains and flights, international flights or the sightseeing schedule due to unforeseen circumstances.

If the changes are significant we will inform you of these before departure, if possible, and offer you comparable alternative arrangements or at your option make a full refund of all monies paid. A significant change is one that involves a change of airport for international flights to and from your holiday destination, the outward or return journey being rescheduled by more than twelve hours or the omission of a featured overnight stop in the itinerary. Where such changes take place for reasons within our control we will offer you a compensation of £25 per person if you had paid the full holiday price by the prescribed date. Where the change is due to circumstances beyond our control amounting to force majeure, such as weather conditions, technical problems, civil disorder, decisions by governments or other associations, etc., we will offer comparable alternative arrangements or if you choose refund fully the monies paid by you.

If any of the circumstances amounting to force majeure occurs during a tour we reserve the right to alter the tour programme, as required depending upon the circumstance, without offering any compensation. We may consider a refund for the unutilised portion of the tour if we are able to secure any refunds.

We reserve the right to cancel your holiday anytime during its operation if you are found to be behaving in a socially unacceptable manner or indulging in an illegal activity. In such cases no refund will be offered for the unutilised portion of the holiday and TransIndus will further claim from you the costs of your return to the parent country.

11. Your responsibility

It is your responsibility to ensure you have valid passports, visas, vaccinations, foreign exchange for personal expenses, etc., and we do not accept any liability for non-communication of relevant details to you. If any service offered by us is not clear, you should get written confirmation from us about its inclusion in the price.

If any client suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangement or excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance but are not liable for the consequences of such independent act.

If you avail of a service during the course of your holiday which is not part of your contract with us, we will not be liable for the provision of that service or its quality even if you purchase it through our agents or their representatives. Similarly if we recommend a restaurant or a shop, it is merely to assist you, and we do not accept any responsibility for the quality or content of the service received from these.

12. Our responsibility

We accept responsibility for ensuring that the holiday which you book with us is supplied as described, and the services offered reach a reasonable standard. In the unlikely event that any part is not provided as promised, for reasons within our control, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness and except where the supplier is a government or quasi-government institution. Our liability in all cases shall be limited to a maximum of three times the cost of the portion of holiday adversely affected.

We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law.

In respect of carriage by scheduled air, sea, other water bodies like rivers and lakes, and rail transports the provision of accommodation and services in these are the responsibility of the providers of these transports and we merely act as agents for these providers. Our liability in all such cases will be limited in the manner provided by the relevant international convention. Thus if a scheduled flight or train or ship has delays or changes in schedule or cancellation of service we are not obliged to offer alternative arrangements, it is the providers of these services who are responsible. We will, however, try our best to assist in the provision of alternative services, if required, on receipt of appropriate payment for these.

13. Inclusions and exclusions in the Tour Price

All inclusions and exclusions are clearly mentioned with your holiday itinerary.

14. Arbitration

If you have cause for complaint during the holiday please bring it to the notice of our Local representative/agent and/or the hotel who will try their best to solve the problem immediately. It is not advisable to do nothing about a problem when it occurs but to later write to us seeking recompense. If we feel we/our agents were not afforded an opportunity to redress a problem when it occurred, we will not be able to offer compensation if it is brought to our attention later/your return home. If the problem remains unresolved in spite of your pointing it out locally to our agents when it occurred, please write to us within 28 days of the completion of the holiday. We will investigate the complaint and respond to you within 28 days.

In the unlikely event of us not being able to reach an amicable settlement you may refer the dispute to an arbitrator appointed by the Chartered Institute of Arbitrators under a special scheme devised for the travel industry. The scheme provides for a simple and inexpensive method of arbitration based on documentation alone with restricted liability of the client in respect of costs. The scheme does not apply to claims greater than £5000 per person or £25000 per booking form or to claims, which are solely, or mainly in respect of physical injury or illness. The application for arbitration must be made within nine months of the date of return from the holiday but in special circumstances it may still be offered outside this period.

15. Data Protection Statement

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in Europe. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. If we need to give your details to anyone other than those listed above we will do so only with your consent.

16. Jurisdiction

Your holiday contract with TransIndus is made on the terms of these Booking Conditions which are governed by English Law and both parties shall submit to the jurisdiction of English Courts at all times.