



## TERMS, CONDITIONS AND PRIVACY POLICY

### Cancellation Policy

If the Guest decides to cancel the tour for any reason whatsoever then he/she shall give a written application to the Company within specified time limit along with original receipt issued by the Company. Such cancellation will attract cancellation charges stated hereunder.

Cancellation charges will be calculated on gross tour cost and the cancellation charges shall depend on date of departure and date of cancellation

Cancellation charges for any type of transport ticket, safari ticket are applicable as per the rules of the concerned authority.

Air tickets issued on special fares are NON-REFUNDABLE and Guest shall bear cancellation charges.

Any refund payable to the Guest will be paid after the Company receives refund from the respective authorities. The Company deducts processing charges from the refund to be paid to the Guest.

Refund of tour charges on request for cancellation received number of days prior to departure. **Refund will be calculated after deducting the registration amount (which is non-refundable).**

Days - 0 to 15 100% (0% refund)

Days - 16 to 30 75% (25% refund)

Days - 31 to 45 50% (50% refund)

Days - 46 to 60 25% (75% refund)

Days - 60 and more 10% (90% refund)

## Remarks

- ☒ There is no refund for any services not utilized during the tour.
- ☒ Security deposit is required either in cash or credit card by hotels which is refundable provided no room incidentals are incurred. This security deposit is not included in this quote and has to be paid by the guests/corporate directly to the hotel when checking in.
- ☒ Guests are advised not to keep valuables in the coach/vehicle while sightseeing. The Company shall not be responsible for loss of valuables from the coach / vehicle . If the coach / vehicle is accidentally or otherwise damaged by the Guest, s/he will be required to pay compensation for the same.

## Payment Terms

Booking Payment Schedule	Payment policy
Package Price less than INR 25,000 (Per Person)	Full Payment
Package Price more than INR 25,000 (per person)	As per Registration Amount Per Person
30 Days Prior to Departure	Full Payment
Registration Amount Equal to Package Price	Full Payment

## 1.Introduction and Acceptance of Agreement

1.1 Thank you for choosing Eco-Jeevan. We take all efforts to make sure that you have a delightful holiday experience. To avoid any misunderstanding, we request you to read, understand and abide by the below 'Terms and Conditions' before you book any tour or holiday or any service or make any

transaction with Eco-Jeevan at any of the Eco-Jeevan sales offices or with sales partner or online on Eco-Jeevan's website or any mobile application or otherwise. Once you book any tour or service with Eco-Jeevan, it is understood that you are giving your unqualified consent to accept and abide by the 'Terms and Conditions'. In case you disagree with any part of these 'Terms and Conditions', kindly do not proceed with the booking.

1.2 'Terms and Conditions' extend to all group tours, customized holidays, corporate tours, school tours, any other services and products for Domestic, International or Inbound organised by 'Eco-Jeevan'.

1.3 Eco-Jeevan has the final authority on the interpretation of these 'Terms and Conditions'.

1.4 Eco-Jeevan reserves the right to amend, vary, add, amplify or waive any stipulation, representation, term or condition mentioned in the 'Terms and Conditions'.

1.5 Under any unprecedented force majeure situation or any changes in Government policy, Eco-Jeevan reserves the right to supersede any part of these 'Terms and Conditions' with an alternate and valid enforceable provision.

1.6 Each of these 'Terms and Conditions' shall be severable and if any provision thereof is declared invalid, illegal or unenforceable, then remaining provisions nevertheless shall have full force & effect.

1.7 These 'Terms and Conditions', together with the other booking related terms/communication sent periodically, represent the entire agreement between Eco-Jeevan and you.

1.8 There is no agreement between the Company and you until the company has received the initial registration amount/ deposit as the case may be.

## **2.Description**

2.1 These 'Terms and Conditions' be called, 'Eco-Jeevan' Terms and Conditions'.

2.2 These 'Terms and Conditions' may also be referred as 'Rules and Regulations'.

2.3 Eco-Jeevan will be hereinafter referred as 'the Company', 'the organization', 'we', 'us' or 'our' and its user will be hereinafter referred as 'Guest/s', 'them', 'they', their, 'You', 'Your', 'tourist/s', 'traveller/s', 'client/s', 'customer/s', 'pax', or 'passengers'.

2.4 The website and the mobile applications of Eco-Jeevan are collectively referred to as 'Website'.

### **3. Definitions**

3.1 'Eco-Jeevan' works under the brand name 'Eco-Jeevan'.

3.2 'Website' means [www.eco-jeevan.com](http://www.eco-jeevan.com) and 'Web page' means a page on the Website [www.eco-jeevan.com](http://www.eco-jeevan.com)

3.3 'Brochure' means a document with tour information in the form of printed brochure, E-brochure, E-itinerary, leaflet, booklet, travel planner, Tour Price list, Tour Information Email etc.

3.4 'Tour' means any Domestic/ International/ Inbound Tour organized by Eco-Jeevan.

3.5 'Group Tour' means number of guests booked on any scheduled / tour comprising minimum 10 guests.

3.6 'FIT' means Free Independent Travel and 'GIT' means Group Inclusive Tour.

3.7 'Corporate Tour' means a special tour designed for corporates, industries, institutions, independent organisations, ad-hoc groups or individuals to facilitate their meetings, incentives, conferences, exhibitions, seminars, team building and other events.

3.8 'Customized Holiday' means a tailor-made holiday designed as per the requirements of an individual guest. This segment is also known as FIT.

3.9 'Inbound' or 'India Inbound' means tours, packages or any service provided to foreign nationals or non-resident Indians to explore the states of India and the Indian Subcontinent.

3.10 'Speciality Tour' means a group tour designed to meet special interest of travellers which include but not limited to Honeymoon Special, Women's Special, Seniors' Special, Singles' Special, School Special, Short Trips, Cost Saver, Festival Tours, Adventure Tours, Trekking Tours etc.

3.11 'Sales Partner' means Eco-Jeevan's authorized travel agent who possess the requisite licenses, permissions, expertise and infrastructure to sell the tour/s organised by Eco-Jeevan to all the prospective guests.

3.12 'Travel Advisor' means Eco-Jeevan's authorized sales person who assists and guides guests on booking their Eco-Jeevan tour/service.

3.13 Associate/ Vendor means a service provider of a tour or package which includes but not limited to airline, cruise, railway, road transport, hotel, restaurant, caterer, sightseeing attraction, entertainment park etc.

3.14 'Tour Manager' is a person designated by Eco-Jeevan to conduct the tour as per the itinerary. Tour Manager will also assist or guide the guest/s during the tour.

3.15 'Guest/s' means all the tourists, travellers, vacationers, sightseers, visitors, backpackers, customers, clients who have registered their names or enquired about tour/ package or booked the tour by making part or full payment for any scheduled tour, customized package or any other travel related service provided by Eco-Jeevan.

3.16 'Gender' - The masculine gender shall also include feminine gender and vice versa, the singular shall include plural and vice versa and shall include grammatical variations if any.

3.17 'Tour price' means the price mentioned in the Tour Price Grid on the website/ mobile application/ sms/ email/ WhatsApp/ brochure / E-brochure/ leaflet/ advertisements on print, electronic and social media etc. which is to be paid by guests for booking the tour. Taxes, surcharges, if any, are payable over and above the Tour Price.

3.18 'Child' means a guest who falls below the age of 5 years.

3.19 'Infant' means a guest who falls below the age of 2 years.

3.20 'Extra bed' or mattress means an additional roll-on mattress on floor in twin/ double bed room.

3.21 'Surcharge' means an additional fee/ charge/ tax over and above the initially quoted tour price which is due to peak season/ special event, charged by the associates/ suppliers/ contractors/ tourism or government authorities.

3.22 'Peak Season' and 'Super Peak Season' are the seasons of the year where the demand surpasses the supply which results in overall cost increase.

This includes but is not limited to Long weekends, Summer Vacation, Diwali Vacation, Christmas Vacation, New Year Holidays, any Country Specific Vacation/ Festival or National/International Events etc.

3.23 'First Day/ Last Day/ Day' of the tour shall start at any time (i.e. in the morning / afternoon / evening /night/ midnight) at the first destination depending on the arrival of the respective flight/ train or any other mode of transport and the same shall be in case of the last day of the tour. In other words, a 'Day' of the tour shall mean a part of the day or 24 hours or its part thereof.

3.24 'Meal Service' on tour comprise of pre-set breakfast (B)/ lunch(L)/ dinner(D) and/or any other snack and mineral water bottle as mentioned in the itinerary.

3.25 'Jain Meal' on tour means food without onion & garlic served at Lunch and Dinner as per the tour itinerary, not necessarily before sunset. It may be a buffet service or a table service.

3.26 'VISA' means 'Visitor's International Stay Admission' is a conditional authorization granted by the immigration authorities of a territory to foreigners allowing them to enter, remain within, or to leave that territory for a specified period of time. This is in the form of a paper authorisation or a stamp/sticker endorsed on the applicant's passport. Eco-Jeevan is a facilitator and does not have any role in the granting / rejecting of the Visa. Guests booking and inbound tour will need valid VISA to enjoy the tour.

3.27 'Force Majeure' means an event or circumstance not within the control, directly or indirectly, of Eco-Jeevan in its ability to perform its obligations/ responsibilities regarding the tour, including war, hostile invasion, act of foreign enemies; rebellion, revolution, terrorism, insurrection or civil war; political unrest, government orders, riots, commotion, disorder, curfews, strikes, lockouts etc.; any act or omission of any government instrumentality; a change in legal requirements; infectious diseases, epidemic, pandemic; explosion, fire, flood, drought, tsunami, earthquake, volcanic eruption, hurricane, tempest, typhoon, cyclone, snowstorm, thunderstorm, landslides and other exceptional natural calamities and acts of God; ionizing radiation or contamination by

radioactivity from any nuclear fuel/ waste or radioactive toxic explosive of any nuclear assembly;

3.28 'Cancellation Policy' means a policy laid down in Eco-Jeevan's 'Terms and Conditions' wherein applicable cancellation charges are specified which are to be borne by the guests on cancellation of their tour.

3.29 'Cancellation Charge' means a charge borne by the guest upon cancelling their tour for any reason whatsoever.

3.30 'Refund' means repayment of the sum of money to the guest paid by him/her at the time of booking the tour after deducting the applicable cancellation charge.

3.31 'Dearness Voucher' means a credit voucher of a specified value issued by Eco-Jeevan on cancellation of the tour. Dearness Voucher must be utilized by the guest/s for booking their future tour with Eco-Jeevan within the specified period and as per the agreed terms indicated in the said Dearness Voucher.

3.32 'Tour Transfer Charge' (TTC) means 'estimated maximum charge' that the guest may have to pay if their booked tour is being postponed due to the occurrence of certain unavoidable / Force Majeure situation.

3.33 'Operational Expense' means expenses that Eco-Jeevan has to incur through its normal course of business to conduct its tours and business operations.

3.34 'Jurisdiction' means the geographical area over which a court or government body has the power and right to exercise authority. For any legal matter involving the company, parties hereto agree to confer exclusive jurisdiction to Nashik Courts / Forums.

#### **4. Booking**

4.1 Booking of Group Tour, Customized Holiday, Corporate Tour, Inbound and any independent service through Sales Channels or Online through website/ mobile app:

Any guest who enquires about or purchases any product offered by Eco-Jeevan through its website, mobile application, branch office, sales office or call centre

agrees to enter into a contract with Eco-Jeevan. A contract is said to have been executed by both the parties i.e. Eco-Jeevan and the guest. Once a contract is executed, both the parties are bound by the 'Terms and Conditions' mentioned on Eco-Jeevan's website/ travel planner/ brochure/ booking form.

When a guest books the product/ service offered by Eco-Jeevan, provides his/her information and consent for initiating the booking and thereafter makes the payment of registration amount, indicates that the guest is interested in the tour and has read, understood and accepted all the 'Terms and Conditions' mentioned on Eco-Jeevan website/ travel planner/ brochure / booking form. In case, the booking formalities are processed by the guest on behalf of his/her family, he/she is deemed to have been authorized to do so by his family members after reading, understanding and accepting all the Eco-Jeevan 'Terms and Conditions' mentioned on the website/ travel planner/ brochure / booking form.

A guest must be eighteen (18) years or above to make a booking with Eco-Jeevan. A guest must ensure that all the information provided by him/her while filling the booking form is accurate, as booking is processed based on this information. In case of any incorrect information, the loss or cost incurred for amendment will be borne by the guest.

Eco-Jeevan reserves the right to accept or to decline any booking of any person/s or cancel the booking without assigning any reason.

#### 4.2 Customized Holiday Booking:

Eco-Jeevan offers flexibility to the guests who do not wish to opt for the readymade holiday itineraries available on the website. Our Travel Advisors assist such guests to create their customized tailor-made holiday as per their requirement and interest. A non-refundable Customizing Fee (CF) of INR 3000 must be paid at the time of enquiry. CF will be adjusted in the booking amount if the holiday is booked within 20 working days from the date of receiving the same. CF includes only two free amendments in the itinerary.

#### 4.3 Corporate Tour Booking:

In case of Corporate Tour, along with these 'Terms and Conditions', terms of 'Service Contact' signed with corporate/ industry/ institution/ independent organisation/ ad-hoc group etc. shall also apply. 'Service Contract' is generally



signed by the authorized personnel of corporate/ industry/ institution/ independent organisation/ ad-hoc group etc. and the terms are applicable to each member of the tour.

#### 4.4 User Registration on Website:

This facility is presently not available on the website of Eco-Jeevan.

When activated, after booking, guests can register on Eco-Jeevan's website for their respective tour information. They will be able to login through User ID and Password created at the time of registration. Guests are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under their password or account. In case of any unauthorized use of password or account or any other breach of security, guests are requested to immediately notify [tours@eco-jeevan.com](mailto:tours@eco-jeevan.com) respective Travel Advisor. Guests are also requested to ensure that they have logged out from the account at the end of each session. Eco-Jeevan cannot and will not be liable for any loss or damage arising from failure to comply with this.

#### 4.5 Communication with the Guest:

Any communication by Eco-Jeevan will be made through e-mail, WhatsApp, sms, telecall etc. on the registered legitimate contact details provided on the booking form by the guests and shall be deemed to have been communicated to and received by the guest. Guests must ensure that number is valid and messages are checked periodically. Eco-Jeevan is not a mobile network operator and does not guarantee the delivery of sms-text messages/ WhatsApp messages/ email. The guest will indemnify Eco-Jeevan for any action taken by TRAI due to a wrong number/ email provided by the guest for any reason whatsoever.

#### 4.6 Physical and Mental Fitness:

When the guest books the tour or when someone else books the tour for him/ her, then it implies that the guest is physically and mentally fit to travel to that particular destination. It is very important for the guest to take care of his/ her health throughout the tour and carry the required medication if any with doctor's prescription. Eco-Jeevan reserves the right to decline the booking or discontinue the guest from the tour if guest is found unfit to travel or his medical condition is causing inconvenience to fellow travellers. Any expenses due to

health issues arising on tour shall be entirely borne by the guest and we shall not be held responsible in any manner whatsoever.

#### 4.7 Mandatory Health Requirement:

Guests must abide by the mandatory requirements for travel to the destination, such as Vaccination, RT-PCR tests, RAT, web check-in, self-declaration, e-pass formalities, health checks on arrival/ on tour etc. as per the state or country. These requirements or regulations are subject to change periodically. Any cost incurred for such requirements should be borne by the guests. It will be the sole responsibility of the guest to carry the certificate or test report with them and present it whenever asked for by the officials. Any State or Country or service provider such as Airline, Cruise Company, Railway may decline the entry to a guest/s on medical grounds in such situation the consequences including all kinds of expenses will be borne by the guest.

#### 4.8 Travel During Pregnancy:

Eco-Jeevan does not recommend travel during pregnancy. The Company does not provide any specialized facilities and/or treatments required for childbirth, prenatal, or early infant care on tour. Guest should consider the risks of traveling where necessary medical care for pregnancy may not be available and may not be reachable in a timely manner to address potential medical complications, problems, and emergencies that can occur during pregnancy.

## **5. Tour Price, Tour Registration, Payment**

5.1 To book any tour/ package/ service, guest must make the payment to Eco-Jeevan by Cheque, Demand Draft, NEFT, RTGS, IMPS, Payment app/ wallets like BHIM, PhonePe, Gpay, PayTM or any UPI ID. All payments should be in the name of "Eco-Jeevan" only. We support 'Go Digital' movement of India and request our guests to make digital payments. Cash payment in INR will be accepted as per the Government of India guidelines along with PAN. Kindly note, outstation cheque is not accepted.

5.2 In case of payments made using Credit Card, Debit Card and Online Transfer, convenience charge of 2% shall be levied and will be paid extra by the guest.

5.3 The tour price printed / advertised / quoted to the guests is dynamic. A guest booking the tour early is likely to get the lowest price as communicated / offered by the Company, subject to availability of seats. Similarly, a guest booking the tour at the last minute may be offered high prices or vice versa. This pricing structure has been adopted to get early bookings on tours or for filling vacant seats last minute. Hence it is quite obvious that guests travelling on a same group tour are likely to have paid different tour prices. The Company will not entertain any claim whatsoever on account of the same.

5.4 It is a clear agreement between either parties that the prices quoted in the proposal/ brochure/ website have been calculated based upon the prevailing airline/ hotel/ transport tariffs and applicable taxes thereon. The Company reserves the right to alter or amend the price published on the website/ brochure/ proposal in case of increase in taxes, fuel charge, YQ/YR taxes, visa fee, unprecedented foreign exchange fluctuation etc., which will have to be borne by the guest and to be paid before the departure.

5.5 Tour price does not include government taxes and are to be paid extra. As per government's current regulations, 5% GST (Goods and Services Tax) is applicable on every tour/package and guests will have to pay the same over and above the tour price. In addition to this, effective from 1st October 2020, government has levied TCS (Tax Collected at Source) on GST inclusive tour/package price of international/overseas travel packages. The TCS rate is either 5% or 10% depending of certain requirements. Those guests who have submitted PAN copy, Aadhaar copy and have filed their Income Tax Returns (ITR) for previous two assessment years need to pay 5% TCS. Those guests who do not possess PAN and Aadhaar or have not filed their Income Tax Returns (ITR) for previous two assessment years, will have to pay 10% TCS. The TCS collected can be claimed while filing annual income tax returns. The TCS amount will reflect in the Form 26AS of the guest in whose name invoice is raised (i.e. Family Head), irrespective of the person who has made the payment for the tour/package. Hence while booking guests must ensure that the family head is selected properly in order to claim the benefit at later stage. Once the TCS amount is collected from the guest, it cannot be refunded by Eco-Jeevan, as it is paid to government and reflects against the Form 26AS of the guest. The TCS is

not applicable in case of corporates, who possess TAN (Tax deduction & collection account number) and claims TDS while making their tour/package payment.

5.6 If the guest has booked the tour online, the guest needs to reconfirm and authenticate the information provided at the time of online booking. Eco-Jeevan reserves the right, to cancel the booking and forfeit the amount paid in case of any misleading information provided by the guest.

5.7 The registration amount paid at the time of booking is non-refundable and interest free, subject to the Cancellation and Refund Policy. Registration amount differs from tour to tour. For tours where air or cruise booking is required, the registration amount will be higher compared to other tours. Payment of registration amount ensures only registration/ participation in the tour and does not entitle to the guest of any services like air tickets, visas, and hotel accommodation until full payment for the tour has been made by the guest and received by Eco-Jeevan. As per payment guidelines stated on [www.eco-jeevan.com](http://www.eco-jeevan.com) tour price must be paid in full, 45 days before the tour departure; in case if tour is booked within 45 days of the departure date, guests must make full payment of the tour price at the time of booking itself. For any reason if the registration amount is not paid in full at the time of booking, guest will ensure that the balance registration amount is paid within 3 days of booking; else booking stands cancelled.

#### 5.8 Registration amount per person per tour:

Tour/ Package Price in INR (per person)	Registration Amount
upto 15000	2500
15001 – 30000	4500
30001 – 50000	7500
50001 – 75000	11500
75001 – 100000	15000
100001 & above	30000

5.9 Eco-Jeevan reserves the right to cancel the booking, forfeit the amount paid as advance and impose cancellation charges in case of non-payment of full tour price 45 days prior to the tour departure date.

5.10 For Customized Holidays, full payment towards the air ticket and minimum 20% payment towards land package is to be paid for confirming the booking. We reserve the right to cancel your booking without notice if the payment is not cleared by the timeline.

5.11 In case the guest makes tour payment by cheque and the same is dishonoured, a charge of INR 150 + 18% GST will be levied by the Company and borne by the guests immediately. Presently, we do not accept any online payments via international credit or debit cards or any other international transaction methods. If you wish to pay via international card or international money transfer, then please get in touch with our team on +91 8483821858. For such transactions additional transaction charges may apply.

5.12 The guest/ user will not share his confidential information like credit/ debit card number, CVV, OTP, card expiry date, user IDs, passwords etc. with any person including the employees, representatives, sales partners of Eco-Jeevan. If such details are demanded by them then guest/ user must not do any transaction and must immediately inform Eco-Jeevan. Company shall not be liable for any loss that the guest incurs for sharing the aforesaid details.

5.13 All monies paid by the guest to Eco-Jeevan will be the property of Eco-Jeevan and payable to our Suppliers/ Contractors/ Associates for pre-blocking/ pre-booking and providing the services along with operational costs of the company. Guests agree and acknowledge that such monies will not be held by Eco-Jeevan on behalf of the guest.

## **6. General Inclusions in Group Tour (GIT)**

6.1 Any group tour of Eco-Jeevan generally includes –

Accommodation.

Transport.

Meals as mentioned in the itinerary.

Sightseeing as mentioned in the itinerary.

Tour Manager services.

Driver and guide tip.

Airfare / Rail Fare is generally not included as all the tours have a point of gathering (airport or railway station of nearest city from tour destination). It is the responsibility of the clients to reach this point of gathering, at the designated time (as defined by the itinerary). Eco-Jeevan tours are designed to end at the same gathering point. To and Fro travel cost of guests (from their place/ city of residence to the Gathering Point) is not covered in the Tour Price. This cost is to be borne by the guest.

If guests make a special request of availing the service of To and Fro travel to Eco-Jeevan, then Company may provide these services subject to availability of tickets and the guests will have to bear a surcharge, as applicable (decided mutually) for these services.

This list is illustrative and not a complete list and includes all the other inclusions as mentioned in the itinerary of the respective tour.

#### 6.2 General Exclusions in Group Tour (GIT) -

Gratis/ free of cost Visas which are not included in the tour price.

Expense of any personal nature such as portorage, laundry, telephone charges, shopping, beverages, additional mineral water or food which is not a part of the pre-set menus.

Courier charge for any specific requirement.

Any transport charge (unless mentioned) to reach the reporting point of the tour and onwards from the dropping point of the respective tour.

Expense incurred in case of discontinuation of the tour for any reason.

Additional expense incurred for any unforeseen circumstance like scheduled flight cancellation, unscheduled accommodation or for any force majeure situation.

Any increase in government taxes, fuel surcharges, YQ taxes, airfare, airport development fee, transport charges, visa fees, sightseeing charges etc.

Additional charge for pre or post air ticket deviation from the scheduled tour programme w.r.t. date or sector.

Any excess luggage charge levied by the airline/ cruise/ rail/ transport company.

This list is illustrative and not a complete list and includes all the other exclusions as mentioned on the website/ brochure/ itinerary of the respective tour.

6.3 Any upgradation charge towards first class, business class, premium economy, seat selection, separate vehicle, room category change etc. levied by the associates like airline/ cruise/ rail/ hotel/ transport company is not included in the tour price and guest will have to pay the same in addition to the tour price.

## **7. Payment Options**

### **7.1 Travel Loan:**

Bank and financial institutions give travel loan on EMI basis. 'EMI' means the equated monthly instalment of amount payable by the guest to the respective bank/ financial institution/ issuer comprising principal amount, interest and other charges, if applicable.

The EMI facility being offered by the bank/ financial institution/ issuer to the guest/s, is governed by the respective terms and conditions of each bank/ financial institution/ issuer and the guest is advised to approach them in case of any enquiry, complaint or dispute about the EMI transaction.

For availing the EMI facility; down payment, instalment, interest, processing fee etc. is charged by the respective Bank/ financial institution/ issuer as per their policy.

In case of tour cancellation, Eco-Jeevan will charge cancellation charges as per the Cancellation Policy and Bank/ Financial Institution/ issuer shall process the refund (if any) after deducting the cancellation charge.

Bank/ financial institution/ issuer is at their sole discretion in providing EMI facility to guest/s and Eco-Jeevan has no role to play in the approval, extension, pricing, modification, pre-closure, closure or any matter incidental thereto pertaining to the EMI facility.

Eco-Jeevan shall not be held liable for any dispute arising out of or in connection with such EMI facility between the guest and the Bank/ Financial Institution/ issuer.

### **7.2 Credit Card EMI:**

Credit card holders can avail Equated Monthly Instalments (EMI) facility through their bank, for their tour payment.

Bank is at its sole discretion in providing this EMI facility to their user and Eco-Jeevan has no role to play in the approval, extension, pricing, modification, pre-closure, closure or any matter incidental thereto pertaining to the Credit Card EMI facility of the guest.

Eco-Jeevan shall not be held liable for any dispute arising out of or in connection with such Credit Card EMI facility between the guest and the bank.

In case of tour cancellation, Eco-Jeevan will charge cancellation charges as per the Cancellation Policy and shall process the refund, if any.

## **8. Tour Price Discount Policy**

8.1 Discount/ Saving/ Benefit on tour price is at the sole discretion of Eco-Jeevan. The discount strategy for validity/ amount/ percentage/ number of seats/ dates/ age group/ category/ full payment/ part payment/ registration amount/ early booking/ last minute booking/ group booking etc. is defined and controlled by Eco-Jeevan and it reserves the right to make changes in the discount policy at any point of time without assigning any reason. Any discount/ saving/ benefit offer is always valid for limited period, limited tours, subject to availability and may be withdrawn at any time without notice.

8.2 If guest does not fulfil the conditions of the discount like making full payment within timeline or submitting guest/s details/ documents in stipulated time or failing to meet the prescribed guest count for the respective discount etc., the discount facility will be withdrawn and the tour will be re-priced for the respective guest/s and guest will have to honour and abide by the same.

8.3 Provision of any complementary service/ item, for the tour/ guests is at the sole discretion of the company. Eco-Jeevan reserves the right to revoke/ amend/ discontinue any such service/ item, at any time without prior notice. Any complementary snack/s provided by Eco-Jeevan on tour are manufactured, packed and supplied by the respective vendors/ suppliers. Eco-Jeevan acts as a facilitator and is not responsible for any defect or damage in this regard and not liable to compensate for any consequences.



8.4 To get early bookings, Eco-Jeevan may offer benefits to guests and 'free experience' on tour is one of them. This benefit is generally available on selected tours and for selected guests who book within the promotional timeline. On a particular tour few guests may get the free experience whereas the guests who are not eligible for the free experience, may purchase the same at an additional cost subject to availability. Providing free experiences is at the sole discretion of the company. Eco-Jeevan reserves the right to revoke/ amend/ discontinue such 'free experience' if the guest count for the same falls below a prescribed number to operate the same.

8.5 Any discount or benefit offered in any advertising campaign is part of or supported by the marketing budget of Eco-Jeevan and guest shall not question, compare or contest the same. It is not encashable or refundable in any manner whatsoever.

## **9. Documentation**

### **9.1 Documents Required for Booking a Tour:**

A guest must have a valid photo ID Proof for booking a domestic tour and a valid passport for booking an international tour. As per the circular issued under RBI regulations, submission of PAN for domestic as well as international tours is mandatory. A guest must also submit all the documents as per the rules and guidelines issued by the respective visa consulate/embassy.

It shall be the sole responsibility of the guest to hold valid travel documents and statutory clearances such as passports, visas, confirmed air tickets, insurance, any medical or legal certificates etc. to travel on the tour.

If the guest does not possess the documents stated by the authorities or fail to submit within stipulated time, then the booking will be cancelled and cancellation charges will be applied.

### **9.2 Photo Identification:**

For domestic tours in India, all guests must carry the photo identification in the form of Aadhar card, election ID card, PAN card, driving license and school / college ID card for students as officials may ask for photo identification at

airports, rail stations certain sightseeing places, safari parks, border area locations etc. and every guest must produce the same on demand.

#### 9.3 Travel Insurance:

Travel Insurance for tours within India/Inbound is not included in the tour price, & is not the responsibility of Eco-Jeevan. Guests are requested to arrange for their travel insurance.

#### 9.4 Foreign Nationals or Non-Resident Indians (NRIs):

Foreign nationals as well as Non-Resident Indians (NRIs) who wish to join Eco-Jeevan's India tours should possess a valid visa for the required number of days of the tour and they should abide by all the laws, rules, and regulations of Government of India/ respective country while undertaking the tour. They must declare their nationality/ NRI status before booking the tour. Government of India tax regulations may differ for these guests, kindly contact Travel Advisor for more details.

These guests must carry all the relevant documents including but not limited to passport, visa, insurance copy, OCI/PIO card (if applicable) etc. along with them on tour. Incomplete or missing documents may lead to denial of entry and guests will have to discontinue the tour and return on their own. In such cases, Eco-Jeevan is not responsible or liable for any consequences or expenses. Certain destinations or sightseeing places may restrict foreign nationals or NRIs as per the region's entry regulations or may charge extra fee which is to be paid on the spot by these guests.

#### 9.5 Minors:

Child safety and protection is of utmost priority. Children under 18 years of age must be accompanied by parent/s or an adult who shall be responsible for their welfare and supervision or should have a written consent letter from the parent/s to join the tour. It is the responsibility of the guest to take care of their accompanied minors throughout the tour and they should be always aware about their whereabouts. Minors travelling in a tour designed for school-going children will have to be accompanied by their teachers who take upon the role of the guardians of the children.

Minors under age of 18, travelling with one of the parents must have a notarised letter of consent signed by the parent who is not travelling. If one parent is

deceased or the child has only one legal parent, a notarised statement of the same must be obtained and carried as a proof on tour.

Failure to submit the appropriate documentation may lead to cancellation of the tour, in which case the company is not responsible for any consequences or losses.

## **10. Tour Itinerary**

10.1 Eco-Jeevan tries its level best to operate the tour as per the original tour itinerary. The itinerary given at the time of booking or mentioned on the website/ brochure/ leaflet is based on the information available at that time and is subject to change depending on various factors such as state or country regulations/ airline/ cruise/ rail/ road transport/ hotel/ sightseeing etc.

10.2 Eco-Jeevan reserves the right to change/ alter/ amend the itinerary before the tour departure or while on tour. The information about the same will be conveyed to the guests via email/ sms/ call or by the Tour Manager while on tour.

10.3 Changes in the original tour itinerary can be caused by Force Majeure events, fairs, festivals, sports events, weather conditions, traffic problems, cancellation or re-routing or overbooking of flights/ cruises/ railways, overbooking or closure of hotel, closure of entry of a sightseeing attraction etc. This unforeseen situation may attract additional charges which have to be borne by the guest.

10.4 For the betterment of the itinerary, Eco-Jeevan reserves the right to add/ delete/ exchange the sightseeing attractions or any other service. In this case if the additional new sightseeing or service requires extra charge then it will have to be paid by the guest.

10.5 In a few tour itineraries certain sightseeing attractions/destinations are planned on specific dates/days, for e.g. full moon day, independence day, republic day etc. Due to any unavoidable reason or political movement, if we are unable to visit these sightseeing attractions or destinations then we will try to visit the same on an alternate day. In case a visit is not possible at all, we will try to arrange an alternate sightseeing or refund the entry fee for the same.

10.6 In case if any sightseeing place is not visited or adventure activity is not done due to certain reason then an alternate sightseeing may be arranged, wherever possible. If an alternate cannot be arranged and a refund is applicable, then it shall be paid in INR only.

10.7 Any mishap on tour may result in change of itinerary.

10.8 In any booked tour/ package/ service which include helicopter, seaplane, cruise, ferry etc. would be subject to availability/ weather conditions/ local body permissions/ any other statutory requirements. Eco-Jeevan is not responsible for any operational deficiency under any circumstances whatsoever. Under unavoidable circumstances, Eco-Jeevan reserves the right to use alternate product/ service/ sightseeing etc. instead of the one advertised or published. In either case, the company shall not be liable for any damage, additional expense, or consequential loss suffered by the guest/s.

10.9 Guest may note that changes in the itinerary are due to various factors beyond our control, Eco-Jeevan shall not be liable to pay any compensation/ damages on account of the same.

## **11. Joining and Leaving Guest (J/L) (Ex Destination Guest)**

11.1 Joining and Leaving (J/L) or Ex destination guest is a traveller who books Eco-Jeevan group tour without availing the services of pick-up from the common gathering point to reach the first destination of the tour on day one and leaves the tour on last day from the last place of sightseeing/ restaurant/ hotel/ airport to reach his/her hometown. These guests will have to make the J/L or Ex destination tour payment in INR at any of the Eco-Jeevan sales offices or directly by electronic transfer.

11.2. To and Fro transport till/from destination if any, should be arranged by the guest/s at their own cost.

11.3 Guests should verify with Eco-Jeevan Travel Advisor about the tour particulars such as day, date, time, place, flight schedule and make their travel arrangements accordingly to join/leave the scheduled group tour. In case guest purchases non-refundable ticket and there is a change of date in scheduled tour,

guests shall have to purchase new ticket to join the tour at their own cost. Eco-Jeevan shall not be liable for any loss/ cancellation arising due to this.

11.4 It is mandatory for the guests to share copy of their valid travel tickets with their Travel Advisor at Eco-Jeevan before the tour. Guest should also share their local contact details and be aware of the reporting place, name of the Tour Manager and his/her active local contact number.

11.5 Any additional service like pre/ post accommodation, transfers, sightseeing, meals etc. will attract additional charges and such payments must be settled immediately or 45 days prior to the tour departure.

11.6 Due to any unavoidable circumstances or force majeure or airline operational changes, we may have to alter tour sightseeing schedules of first or last day. In that case J/L or Ex destination guest may miss the sightseeing or any on-tour service. Eco-Jeevan will neither be liable for any refund of missed sightseeing/ service, nor any compensation for such consequences.

11.7 J/L or Ex destination guests will have to reach the scheduled reporting place i.e. airport/ hotel/ sightseeing at their own cost as advised by the Travel Advisor/ Tour Manager. In case guest is not able to join the tour at the pre-decided reporting place, group will proceed as per the itinerary and guest will have to join them wherever possible and bear the expenses for the same.

## **12. Deviation Guest**

12.1 Deviation Guest is a traveller who books Eco-Jeevan group tour and opts for deviation from the scheduled itinerary either pre or post the tour for various reasons such as visiting friends/relatives, attending a convocation/ convention, for a business visit etc.

12.2 If guest wishes to travel in advance (pre-deviation) or return at a later date (post-deviation) then the guest must inform the Travel Advisor at the time of booking only. Travel Advisor will guide the guest about the necessary changes to be made in various services such as airline date change/ sector change, additional service charge, additional accommodation/ transfer etc. There will be additional charges for making the required changes which should be paid by the guest immediately.

12.3 Deviation requests are subject to availability and in case the requested change is not available then guest will have to choose from the alternate options.

12.4 It is the responsibility of the guest to re-confirm their air ticket and flight schedule 24 hours prior to the departure.

12.5 If guest is taking any pre or post tour deviation on their own, then it is the responsibility of the guest to join or leave the tour at airport/ hotel/ sightseeing at their own cost as advised by Travel Advisor/ Tour Manager. In case guest is not able to join the tour at the pre-decided reporting place, group will proceed as per the itinerary and guest will have to join them wherever possible and bear the transport expenses for the same.

12.6 Deviation is a requirement of the guest and Eco-Jeevan can only assist but does not guarantee the same and will not be held responsible for any consequences arising due to same.

### **13. Baggage and Belongings**

13.1 Guests are advised to travel light, not to carry any valuables on tour and take utmost care of their baggage and belongings at all times. Guests should not leave their belongings like mobile, camera, laptop, jewellery, gadgets, passports, visa, tickets, currency, purses, bags etc. unattended. It is advisable to use digital payment systems like forex cards, credit cards, mobile payments, e-wallets etc. on tour. Guests are hereby made aware that they are solely responsible for their personal baggage and all kinds of belongings. Eco-Jeevan or its representative/s are not responsible for any loss/ theft/ damage/ accident of such personal belongings on tour, during flight journey, coach travel, hotel stay or at sightseeing places for whatsoever may be the reason.

13.2 In case of any loss/ theft/ damage/ accident, it is the sole responsibility of the guest to file a complaint with the concerned local authorities like police, private bodies, airline office etc. and keep a follow up of the same with them.

13.3 Any claim regarding loss/ theft/ damage/ accident/ negligence, with any associate like airline/ hotel/ coach company/ sightseeing places etc. should

be directly addressed with the respective associate or insurance company (if applicable). Eco-Jeevan is not liable to pay any compensation to the guest for any dispute arising about the adequacy of settlement amount or rejection of the claim by the associate or the insurance company.

#### **14. Road Travel on Tour**

14.1 For tours, air-conditioned/ air-cooled/ non air-conditioned vehicles are used as per the itinerary. The mode of transport for road journeys includes big coaches, mini coaches, tempo travellers, jeeps, cars or taxis depending on the type of the tour, itinerary, road conditions and the number of guest/s in the tour.

14.2 Seat allotment in the coach is based on the booking date priority of the tour. This is also applicable when two or multiple tours are merged together. Seat numbers are allotted one day before the departure of the tour and assigned to the guests on the first day of the tour by the Tour Manager. Seat numbers cannot be provided at the time of booking or before the tour departure.

14.3 In coaches, the seat allotment will start from seat number 5 onwards as seat numbers 1 & 2 are reserved for the Tour Manager and seat numbers 3 & 4 are reserved as prime seats, which can be booked by the guest/s at an additional cost if available. If paid prime seats are not available due to any reason, the company is liable to refund only the prime seat cost to the guest. For smaller vehicles prime seats are not applicable.

14.4 For certain tours we use small vehicles (Etios/ Dzire/ Innova or similar) for road travel. One car will accommodate 4-6 guests. Tour Manager will share one of the cars in the group on a rotational basis. These cars are meant to be used for road journey and sightseeing as per the tour itinerary and are not at the disposal of any individual or group of guests.

14.5 Guest/s or a group of guests can opt for separate vehicle for their family or upgrade the vehicle type or request for tempo traveller/ mini coach/ big coach for their family/ group at an additional cost, subject to availability.

14.6 For tours to Leh Ladakh, Andaman, Sikkim Darjeeling and North East, small vehicles will be used based on 5-6 guests in one vehicle. Since it is a

difficult terrain with limited availability of vehicles, the type of vehicles used for these tours will vary on a day-to-day basis. At these destinations, it is not possible to upgrade the vehicle type.

14.7 Coach captain/ vehicle driver plays a vital role in the successful operation of the tour. Guests are requested to treat them with respect and be aware of the driving rules like maximum daily-weekly driving hours, their rest period.

14.8 It is the duty of the guest to be punctual and abide by the day's schedule and complete the sightseeing/ program as per the itinerary. In case if any guest does not report to the coach at the given time, the coach will proceed to the next point/destination in the programme and the guest will have to join the group at the next point/destination on their own, expenses of which will be borne by them.

14.9 To maintain the comfort and safety of the group, there is a strict 'no smoking', 'no alcohol', and 'no eating' policy in the vehicle. Guests are requested to adhere to the same.

14.10 To maintain cleanliness and hygiene, 'pay & use' toilet facilities are available at most of the places and guests are requested to carry coins/ small change for the same.

14.11 On tours there is a possibility of failure of a vehicle or its air conditioner; in such case we will try to find a feasible solution at the earliest. Eco-Jeevan is not responsible for such mechanical failure and is not liable for any compensation.

14.12 While on tour, upkeep of the coach is essential. If the interior or exterior of the coach is accidentally or otherwise spoiled / damaged by the guest, s/he will be required to pay the charges/ compensation for the same to the coach company immediately.

14.13 Eco-Jeevan will not be liable for any refund to guests for missed sightseeing due to unforeseen circumstances like demonstrations on road, landslides, road closures, traffic jams etc.

## **15. Cancellation and Refund Policy**



15.1 For any tour or package the services are booked or blocked several months in advance, cancellation of such services earmarked for particular departure results in forfeiture of money depending upon the time of cancellation of services with the supplier. Therefore, any cancellation of the tour/ service booked, will attract cancellation charges as specified hereinafter. Your tour also includes third party product or service like airline, cruise, railway, transport, hotel, restaurant, caterer, sightseeing company etc., the Terms and Conditions and Cancellation Policy of such third party would be applicable in addition to Eco-Jeevan's Cancellation Policy and Terms and Conditions.

15.2 The said Cancellation Policy is applicable to all guests of 'Eco-Jeevan'. booked for Group Tours, Customized Holidays, Inbound Holidays or any independent service taken from Eco-Jeevan.

15.3 The request for cancellation of any service/ tour has to be submitted in writing, clearly stating the reason for cancellation via email to Eco-Jeevan at [tours@eco-jeevan.com](mailto:tours@eco-jeevan.com) , from guest's registered email ID.

15.4 Once the booking is cancelled, it cannot be reinstated. Any reversal/ re-booking will be treated as fresh booking and additional charges may apply.

15.5 All guests expressly agree to the foregoing policy and terms.

15.6 Cancellation done by/ for/ due to:

a. Guest cancels the tour due to any personal reason:

After booking guest may have any personal reason like non sanction of leave, exam postponement, illness, family emergency etc. which leads to cancellation of their tour/ package.

Date of the cancellation request email sent by the guest (unless decision withheld or changed), will be considered as the date of cancellation and the cancellation charge will be applicable accordingly.

b. Considering the safety of the tourists, Eco-Jeevan is compelled to postpone/ reschedule the tour under force majeure situation or due to uncontrollable factors at the destination, however guest/s do not wish to continue and cancel the tour:

Eco-Jeevan reserves the right to cancel/ postpone/ re-schedule any tour under force majeure situation like natural calamity, epidemic, pandemic, terrorist activities, political unrest, curfews, local riots, government orders etc. or

uncontrollable factors like airline operation/ schedule change, disruption due to political/ sports/ local/ VIP event etc. at the destination considering the safety of the tourists.

Under any such force majeure situation/ uncontrollable factors, no refund - fully or partially will be applicable. As refund is not applicable, guest will be required to choose the next possible future date of the same tour. If there is any price difference for the future tour, guests will have to pay the same before the tour departure.

To reschedule the tour in force majeure situation/ uncontrollable factors, Eco-Jeevan will send the request to all the concerned associates like airlines, hoteliers, transporters etc. for their cooperation and assistance in postponement of the services. In case these associates are not in a position to consider the request, then actual cancellation charges may apply.

If guest wants to change the destination, then decision will depend on the cooperation of the associates like airlines, hoteliers, transporters etc. Such a decision will require time and will be given as early as possible. If the selected tour's price is more, then guest will have to pay the difference before the tour departure. In case the tour price is less, then the remaining amount will be kept in a credit shell with Eco-Jeevan. No refund is applicable for the credit shell.

c. Guest cancels the tour due to non-acceptance of change in itinerary/ service:

For the betterment of the itinerary or under unforeseen situation, Eco-Jeevan reserves the right to add/ delete/ exchange the sightseeing place/s or any other service and on this ground, guest will not be able to withdraw from the tour.

In this case if the additional sightseeing or service requires extra charge then it will have to be paid by the guest.

If any guest is not willing to accept the said change, then guest will have to cancel the tour and cancellation charges as per the Cancellation Policy will be applicable.

d. Deemed Cancellation - Guest's booking stands cancelled due to the non-payment of partial/ full tour price:

Guest is required to pay full tour price at the time of booking/ 60 days/ 45 days prior to the tour departure date. If the payment is not received during the

mentioned time frame, then Eco-Jeevan reserves the right to cancel the booking without any written notification from the guest and forfeit the paid amount. In such case, Eco-Jeevan's cancellation notice date will be treated as the deemed cancellation date and cancellation charges will apply as per the Cancellation Policy.

e. Deemed Cancellation - Guest's booking stands cancelled due to 'No show' or absence on Day 1 of the tour:

If any guest fails to join the tour on day one, it is termed as 'No Show' and will be treated as deemed cancellation and no refund will be applicable.

All services will stand cancelled and 100% cancellation charges will be applicable, unless the guest notifies Eco-Jeevan about joining the same tour later at their own expense.

f. Deemed Cancellation - Guest's tour stands cancelled due to discontinuation from ongoing tour:

If Guest discontinues/ terminates the tour for any personal reason, it is termed as deemed cancellation and no refund will be applicable.

Eco-Jeevan team will assist the guest to book the required services, however all expenses for the same will have to be paid by the guest immediately in advance.

g. Single (Solo) Guest sharing a room with other guest, cancels the tour: Single guest should ideally book on speciality tours such as Women's Special/ Seniors Special/ Adventure Special etc., where Eco-Jeevan guarantees a room partner and guest saves on the single occupancy charge.

If a single guest is travelling alone on a regular tour, then s/he will have to pay single occupancy charge. If s/he gets a room partner for the tour and shares the twin/ double room for all tour days, then the single occupancy charge will be refunded to the guest within 10 working days of tour completion.

In case of cancellation by one of the room sharing partners, no refund of single occupancy charge is applicable.

h. The above cancellation charges include various direct and indirect expenses incurred for preparation and operation of the tour.

i. Eco-Jeevan is not liable to give any details or bifurcation of the tour price or the cancellation charge.

j. Any refund payable to the guest as per the Cancellation Policy will be paid within 10 working days of receiving the final confirmation of cancellation request from the guest.

#### 15.7 Cancellation of the tour by Eco-Jeevan:

Eco-Jeevan reserves the right to cancel any group tour/ package due to any operational reason or inadequate participation of the guests required to operate a group tour. In such case, cancellation of tour shall be communicated to the guest on their registered email/ telephone/ sms.

The amount paid by the guest will be refunded within 10 working days of cancellation of the tour.

The refund will be paid by A/C payee cheque/ NEFT/ RTGS.

Eco-Jeevan will not be liable to pay any interest on the tour amount paid by the guest. Eco-Jeevan owes no responsibility for any additional expense related to any other arrangements made by the guest on their own. A guest willing to take any other tour can do so in consultation with the respective Travel Advisor.

Excess / short payment, if any for the new tour will be refunded/ collected, to/ from the guest.

#### 15.8 Right of Admission and Termination:

Eco-Jeevan reserves the right to deny any booking or cancel the accepted booking of any guest without divulging any reason or giving any justification.

Eco-Jeevan reserves the right to terminate the tour of any guest while on tour if the guest does not follow the group tour decorum or misbehaves/ create nuisance to the co-passengers/ Tour Manager/ coach captain/ local citizens/ officials etc. Under such circumstance guest will have to make arrangements for their return travel on their own and no refund is applicable.

#### 15.9 Transfer of Tour:

If guests wish to transfer their original tour to a new tour for any reason, then such transfer is treated as cancellation of the original tour and hence a fresh booking of the new tour has to be made. Cancellation charges will apply on the net tour price of the original tour. For the new tour, prevailing tour price and discounts will be applicable. If guests wish to transfer the tour, they will have to

communicate in writing to the Travel Advisor. Such requests will be accepted subject to availability.

#### 15.10 Merging of Tours:

Eco-Jeevan reserves the right to merge two or multiple tours when there is inadequate participation of the guests in a single tour or for any operational reason. Seat allocation in the coach will happen as per the booking date priority of the merged tours.

#### 15.11 Refund:

Eco-Jeevan reserves the right to determine the quantum of refund payable to the guest in case of cancellation, transfer or amendment of the tour. Refund is calculated on the basis of various factors such as the cancellation date, reduction in tour capacity, contractual agreement and cancellation policies of associates like airlines, hoteliers, transporters etc. The decision given by Eco-Jeevan on the quantum of refund according to the Cancellation Policy shall be final and will be paid directly to the guest.

As per GOI regulations any refund from Eco-Jeevan for both, Indian or International travellers will be paid only in Indian rupees by A/C payee cheque/ NEFT/RTGS, even if guest has made the tour payment partly or fully in foreign currency.

Refund is always processed in the name of the family head marked on the booking form or in case of ad-hoc/corporate group it may be in the name of the institution/company who has made the payment on behalf of the group.

Eco-Jeevan is not liable to pay any interest on the tour amount paid by the guest/s. Convenience Charge for the payments made by Credit Card, Debit Card, Online Transfer etc., is non-refundable. Tax Collected at Source (TCS) for international tours is non-refundable as it is deposited with the income tax department and recorded on guest's registered PAN. TCS once paid cannot be reversed, however can be claimed by the guest while filing their annual Income Tax Returns.

In case of force majeure/ uncontrollable situation Eco-Jeevan reserves the right to levy non-refundable 'tour transfer charge' or 'service charge' for standalone service.

For FIT/Customized packages, Holiday Design Fee charged at the time of enquiry is non-refundable in case guests do not book the holiday with Eco-Jeevan.

## **16. Accommodation on Tour**

### 16.1 General:

Accommodation provided on the tour depends on the category of the tour/ package. It may be in resorts, hotels, houseboats, tents, camps, dormitory, hostels, homestays, cruise, train, coach etc. The location of the accommodation generally depends on the tour program.

Suggested names of the hotels/ type of accommodation mentioned in the tour program are always subject to availability. Similar type of tours may be accommodated in different hotels/ type of accommodation depending on the capacity and availability at the destination.

Hotel membership rewards/ points if any cannot be earned or redeemed with hotels booked by the company.

### 16.2 Room Type/ Category:

Generally, the rooms are twin/double or single bedded and extra bed (if needed) is provided in the form of a mattress on the floor. Guests can upgrade the room to suite/ family room/ specific view room etc. subject to availability by paying an additional cost. If any guest wishes to have an additional room on tour, s/he can do so subject to availability by paying an additional cost.

Single rooms are comparatively smaller in size and may be located on a different floor or in a corner of the hotel.

Assignment of rooms to an individual or a group is at the discretion of hotel/ associate/ supplier providing said service and is not controlled by Eco-Jeevan.

### 16.3 Check-In and Check-Out Time:

It is a common practice amongst hotels in India and around the world that check-in time for travellers is 3 pm and check-out time is 10 am. Our tour programs and itineraries are planned accordingly. Guests should be aware that even if we reach the destination early in the morning, we cannot check-in to the hotel and in that case we will try to complete one or more sightseeing/s before check-in.

If individual guests on their own want to check-in early or check-out late, s/he can request the same and avail it subject to availability by paying an additional charge. Certain accommodation types may ask for a credit card/ security deposit at check-in, which is refundable at check-out subject to the utilization of services by the guests.

#### 16.4 Room Sharing:

Single (solo) guest sharing a room with other guest will have to abide by the room sharing policy of Eco-Jeevan, which is sent on the guests registered email ID upon booking the tour. Any issues such as misunderstanding between room sharing partners, damage/ loss of personal items or hotel property etc. is the sole responsibility of the sharing partner/s and must be resolved between them. Eco-Jeevan is not responsible for the same.

Any room sharing partner resorting to harmful/ unhygienic/ intolerable behaviour will be compelled to take a separate room immediately on tour by paying additional single occupancy room charge.

#### 16.5 Children Sharing Room with Parents:

For the convenience and comfort on tour, it is recommended that a family of three should opt for a double room with extra mattress and a family of four should opt for two rooms. On international as well as on Indian tours, most of the hotels do not allow four people in one room for safety reasons.

#### 16.6 Damage Caused to Property:

Any damages caused to the hotel rooms/ type of accommodation during the stay, shall be borne by the guest and has to be paid immediately or before check-out. If guests find any pre-existing damage in the room, it should be immediately brought to the notice of the hotel staff and/ or Eco-Jeevan Tour Manager. Eco-Jeevan is not responsible for such losses in any form or liable to pay any charges.

#### 16.7 Accommodation Facilities:

Accommodation facilities like parking, restaurants, coffee shops, bars, gymnasium, spa, salon, swimming pool, sport and entertainment activities, child care/ play centre, meeting room, business centre, travel desk, doctor on call, lift/ elevator, porter, laundry, internet, Wi-Fi, telephone, mini bar, alcoholic beverages, paid television channels, air conditioners, in-room safe & amenities, room service etc. may be available depending on the type of the tour or

destination, and will differ from property to property. All these facilities may or may not be available on complimentary basis and guests must check before availing the same. Any charges upon use of such facility must be paid directly to the hotel by the guest.

Eco-Jeevan shall not be liable for any disruption of any of the services, facilities and amenities offered at the hotel or accommodation type as well as deficiency in service including unprofessional behaviour of hotel staff as it does not come under the direct purview of Eco-Jeevan.

To combat global warming, conserve natural resources and practice sustainability, many countries/ governments/ local communities/ private establishments/ independent bodies etc. have enforced restricted use of water, electricity and air-conditioning which should be followed by every guest as a responsible tourist.

#### 16.8 Accommodation in the Tropics/ Forests/ Open Air:

In many accommodation types located in natural surroundings especially tents, camps, safari lodges, beach resorts etc., insects like ants & cockroaches in the room and birds, monkeys, small animals and the occasional rodent sighting around the room or hotel grounds are almost inevitable. It should by no means be taken as a sign of dirtiness, as it is simply a fact of life in these destinations/ locations.

### 17. Meals

17.1 Meals on tour are served as written in the itinerary/ tour program as B (Breakfast), L (Lunch), D (Dinner). These are pre-set menus which mostly include Indian meals and sometimes local or international cuisine depending on the destination and tour. The Indian meal menu generally comprises dal, rice, roti, two vegetables, one non-veg item, salad & accompaniments and dessert.

17.2 Depending on the tour program, packed meals are served at few places on tour.

17.3 In a group tour special meal/diet request can be accommodated to a limited extent only, and if informed at the time of booking. Such guests should



carry their own dry snacks, because at certain locations their special requests cannot be fulfilled.

17.4 If informed at the time of booking, Jain meal/ meal without onion & garlic is served at Lunch and Dinner as per the tour itinerary, not necessarily before sunset. It may be a buffet service or table service. It cannot be guaranteed that the meal is cooked in a separate veg kitchen, these aspects are beyond the control of Eco-Jeevan.

17.5 A baby meal generally includes milk, plain dal and rice. We recommend that guests with very young kids should carry their regular baby food if needed.

17.6 Any missed meal due to any personal reason of the guest will not be substituted or compensated.

17.7 While we endeavour to select good quality restaurants for meals, we do not have a direct control over their operations in terms of food, hygiene, sanitation facilities etc., and Eco-Jeevan is not responsible for any deficiency in the quality and service of the same. No complaints/ claims in this respect shall be entertained.

## **18. Tour Manager/s**

18.1 Tour Managers accompany the guests on group tour from the first day to the last day of the tour as mentioned in the itinerary. To make the tour most enjoyable, guests are advised to follow the instructions given by the Tour Manager regarding tour schedule, safety precautions, clothing, things to carry, meals, sightseeing information, local etiquette, do's and don'ts etc. Tour Manager is not responsible for any instructions ignored/ overruled by the guest/s and its consequences.

18.2 Guests are requested to treat the Tour Managers respectfully as they are doing their level best to accomplish the tour with great success. Any on-tour service issue/ complaint should be immediately brought to the notice of the Tour Manager by the guests so that a solution can be obtained and the issue can be resolved.

18.3 Though the Tour Managers are at the service of the guests on tour, they are not responsible for any theft/ loss/ damage to guest's personal belongings and any injury or accident caused to the guest. Since the Tour Manager has to manage the entire group and complete the tour program as per the itinerary, s/he will not be able to accompany the guest/s personally or stay back with them in case of emergency. However, s/he will guide the guest/s for further process or for lodging the complaint with local authorities. Any expense incurred due to the same will be borne by the guest/s.

18.4 If guest's personal belonging is lost and found after departing from that destination, then the guest will have to make arrangements to bring it back via courier service and bear the expenses for the same. Eco-Jeevan or its Tour managers are not responsible to get back the lost & found item from any destination.

18.5 For smooth operation and clarity of instructions, along with verbal communication, Eco-Jeevan's Tour Manager will create a WhatsApp group of its guests during the tour (In rare cases due to unavailability of internet this may not be possible). This group would be created solely for sharing tour related instructions and next day's tour program. In case any guest has an objection of being a part of this WhatsApp group, then s/he should intimate the Tour Manager immediately for necessary action.

18.6 On group tours the language of communication is Hindi and English. Tour Managers communicate in Hindi and/or English. Guests are expected to be conversant with these two languages. In case any guest is unfamiliar with these two languages, Tour Managers will do their level best to make the guest/s comfortable and understand the tour program.

18.7 Eco-Jeevan's Tour Managers shall not be responsible for and extend any assistance to alter or amend the following:  
Itinerary and its inclusions in normal conditions, as they are pre-decided by Eco-Jeevan. Coach seat allotment, as it is assigned as per the booking date priority.  
Room allotment, as it is at the discretion of the hotel.  
Any missed sightseeing, if timings are not adhered to by the guest/s.

## **19. Shopping**

19.1 Shopping is an important activity of any tour and an experience in itself. Guests should shop responsibly, as well as check the price and quality of the items they wish to purchase. All guest/s are hereby made aware that Eco-Jeevan neither recommends nor promotes any specific shop or vendor and is not responsible for any item you may purchase on tour. Sometimes sightseeing places have their own souvenir shops/ flagship stores/ galleries where there is no compulsion on shopping but guests may shop if they wish to do so. While shopping guests should check quality, quantity, price and be aware of baggage allowance, courier charges, shipping, freight, wherever applicable.

## **20. Gift Voucher**

20.1 Eco-Jeevan has a facility of Gift Vouchers which can be purchased by the guests and gifted to their near and dear ones on happy occasions.

20.2 Sometimes Eco-Jeevan also issues Gift Vouchers to guests as prize or benefit.

20.3 These Gift Vouchers come with the following:

The Gift Voucher can be redeemed only against group tours (subject to availability) or holiday package of Eco-Jeevan.

It comes with a validity and should be used within the specified time limit.

It cannot be split as well as two or more gift vouchers cannot be combined for one tour. It is non-transferable, non-refundable and cannot be encashed.

At the time of redemption, guest will need to share the digital code which they must have received at the time of voucher issuance.

The gift voucher cannot be used for one-day tour/ picnic/ stand-alone service, and also for the tours priced below INR 20000/-.

Eco-Jeevan Terms and Conditions will also be applicable.

## **21. Guest(s) Participation in the Tour**

21.1 Eco-Jeevan welcomes all Indians, NRIs and foreign nationals to join the tour within India. Guests should be mentally as well as physically fit and

should consult their physician before joining the tour. Differently abled guests should check the facilities available at the destination prior to booking the tour and must be accompanied by the family member.

21.2 The safety and well-being of all guests on the group tour is our priority, any guest who poses a threat to the tour companions and is found unfit to participate in any sightseeing or to continue the tour will be restricted from joining the sightseeing and/ or will be compelled to discontinue the tour. In such cases, Eco-Jeevan will assist the guest for the further arrangements, however guest will bear all the expenses and no refund of tour price is applicable.

21.3 When a guest seeks any medical assistance on tour, the same will be arranged through local doctors or hospitals. All expenses regarding such medical aid will be borne by the guest. We recommend all guests to buy medical insurance which covers hospitalization and other medical expenses.

21.4 Guests should keep in mind and exercise caution as some tours include rough terrain, extensive walking sometimes over cobblestone streets, uneven pavements, steps, hill climb and/or locations which may not be easily accessible.

21.5 Guests should ensure that they are physically fit to participate in any included or optional outdoor/ adventure activity. Eco-Jeevan will not be responsible for any injury, accident or mishap occurred due to the same.

21.6 Guests in need of special service must be accompanied by their near and dear ones or relatives on tour. Any required service like care taker, wheelchair, airport assistance can be made available at an additional cost subject to availability.

## **22. Guest(s) Responsibility**

22.1 Guest details on their booking form are very important as all further arrangements of tour are dependent on the same. Any mistake can lead to a substantial loss to the guests; hence they are hereby informed to verify and reconfirm the details on their booking form. If the guest has booked the tour/package through Eco-Jeevan's sales office or sales partner's office, they must authenticate the booking form and ensure that they have received a

confirmation call from Eco-Jeevan's corporate office immediately after the booking.

22.2 Accuracy and authenticity of the information provided by the guest:

When guest/s submit any information to Eco-Jeevan, at the time of enquiry, registration, booking, s/he must ensure that all the information provided by them such as tour date, name, age, birth-date, address, details of Aadhar/ PAN/ passport is accurate, true, current and complete in all respects.

Eco-Jeevan will rely on the information provided by the guest and will proceed with all tour formalities on the basis of the same. If guest finds any incorrect detail on their booking form, s/he should inform the Travel Advisor and get it corrected immediately within 24 hours after the booking.

Incorrect information may lead to amendments or cancellation of the tour, the cost incurred for the amendment and/or loss due to cancellation will have to be borne by the guest. Eco-Jeevan will not in any way be liable for the same. In case of any change in the registered contact details, guest/s should immediately get it updated through their Travel Advisor to avoid missing on any important information.

22.3 For any tour, guests need to submit their valid documents for processing the booking and collect the necessary documents from Eco-Jeevan before the tour, in both these cases guest should observe the timelines to avoid any future issues in the booking/joining the tour. Timelines are shared periodically on guest's registered contact details.

22.4 While on tour guest/s should carry original documents like Aadhar card, PAN card, passport with valid visa/s, air ticket, insurance copy, NOC if needed in case of minors/children, vaccination certificate, health report (if mandatory) or any other personal/ legal document required at the immigration. Guests are also advised to keep photocopies of the important documents with them and also at their homes in case of emergency.

22.5 Guests should select a group tour or a customized holiday, according to their likes and interests to make the most of their vacation. For a group tour the itinerary/ accommodation/ services etc. are pre-set, however while booking individual customized holiday, guest should ensure that they have selected the

services to suit their expectations and confirm the booking. Customized Holidays do not have Tour Manager services available at destination, however all arrangements will be taken care of as per the itinerary through the local associates and Eco-Jeevan will virtually assist the guest/s for a smooth holiday. Guests are required to be in touch with Eco-Jeevan's representative. If guests wish to have tour manager services on their Customized Holiday (FIT) package, they can do so at an additional cost, subject to availability of a Tour Manager.

22.6 When guests book the 'group tour' they are expected to conduct themselves in a manner that is appropriate for group travel. Any abusive/ aggressive/ harmful behaviour towards co-travellers/ Travel Advisor/ Tour Manager/ representative of the associates, local population of tour itinerary will compel us to cancel the booking or discontinue the guest from the tour. Company reserves the right to cancel or terminate such guest from the tour and will not be liable for any refund, compensation or consequences.

22.7 Eco-Jeevan strongly advises guests NOT to carry any personal liquor in their baggage or on person, as the inter-state laws on liquor vary from state to state. As per the immigration/ customs/ government/ community laws, guests are not allowed to possess or carry any illegal or restricted items such as narcotic drugs, weapons, ammunition, explosives etc. and if found, it will lead to discontinuation of the tour and guest may have to face legal action whatsoever it may be according to the law of the land.

22.8 Guests should follow Tour Manager's instructions and maintain punctuality. Any missed sightseeing or service due to any delay on guest's part will be the sole responsibility of the guest and any expense or loss incurred due to the same, will have to be borne by the guests.

22.9 While on tour it is everyone's responsibility to take care of private as well as public property, any expense or penalty incurred due to the damage caused by the guest/s (knowingly or unknowingly) to the hotel property/ aircraft/ train/ cruise/ coach/ sightseeing attraction etc., will have to be borne by the guest/s and is to be settled immediately.

22.10 Any inconvenience faced by the guest/s on tour should be immediately brought to the notice of the Tour Manager so that a solution can be sought from the concerned officials wherever possible.

22.11 Guests should be aware that during their participation in the tours operated by Eco-Jeevan, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas with narrow roads, jungles, ghats, low oxygen levels; travel by boat/ train/ automobile/ aircraft etc.; forces of nature; political unrest; acts of unlawfulness or terrorism; animal interaction; hazardous local customs and practices; differing levels of sanitation; differing standards of safety; risks associated with water, air, fire, food, plants, insects and differing animal regulation; accident or illness in areas lacking means of rapid evacuation or medical facilities; acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks.

22.12 If the guest/s do not wish to or not allowed to visit a state or part of a state intended to be visited because of any law, condition or requirement of any governmental authority then these guests are solely responsible for any missed visit, loss, damage, costs incurred etc. and Eco-Jeevan will not be liable for any refund, compensation or consequences.

22.13 As lawful consideration for the agreement with Eco-Jeevan to participate in the tour, you agree that you will not make any claim against Eco-Jeevan, its group companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage etc. however caused.

22.14 We suggest every guest to get insured before joining the tour. In case of any accident or incident leading to insurance claim, guest will have to directly communicate with the insurance company and provide necessary documents asked for the claim settlement. Any grant or rejection of the claim will be solely the decision of the insurance company and Eco-Jeevan will not be responsible for the same. Any dispute arising about adequacy of settlement amount or rejection of claim should be directly dealt with the insurance company by the guests.

22.15 Airlines, cruises, trains are imposing stricter baggage policies with restrictions on size and weight, hence guests are advised to travel light with

small bags which are easy to carry on their own. Guest/s shall pay the porter charge or tip directly if any such service is availed by the guest/s at the train stations, airports, cruise terminals, immigration points, hotels or at any other place.

22.16 Tipping is customary (unless otherwise stated in your tour itinerary inclusions) in all parts of the world for services rendered like porters, coach drivers, guides etc.

22.17 Any friends, relatives or colleagues visiting guests on tour are not allowed to utilize any service unless they have taken prior permission and paid for the same in advance. Such admission or permission will be subject to availability.

22.18 This agreement though entered on your behalf, also binds the heirs, assigns and legal representatives.

22.19 Money to carry along: Eco-Jeevan generally includes all services and maximum sightseeing as per the tour itinerary; however, guests should carry money for their personal expenses, shopping, optional sightseeing, local delicacies, beverages, additional facilities offered by the hotel/ resorts etc. and also for any emergency due to medical reason or unforeseen/ force majeure situations.

### **23. Liabilities and Responsibilities of Eco-Jeevan**

23.1 Eco-Jeevan as an organization is a facilitator who coordinates with various independent service providers for tour related services which include but is not limited to airlines, cruises, railways, transporters, sightseeing companies, hoteliers, restaurateurs, caterers, snacks suppliers etc. Though the company takes utmost precaution to ensure the smooth operation of the tour, it has no control over the operations and the running of these service providers. Thus, in case of any issues faced by the guests at the time of availing the service (which is the sole responsibility of the service provider), Eco-Jeevan shall not be responsible or liable for compensation of any kind of operational inefficiency, misrepresentations, acts, omissions, errors, warranties, breaches or negligence on part of any service provider.



23.2 Eco-Jeevan will not be liable for provision of medical care or the adequacy of any care that may be rendered in case of medical emergency or accident, and is not responsible for such risks and dangers that may arise beyond our control.

23.3 Any gesture of courtesy extended by Eco-Jeevan towards guest/s in case of any force majeure/ unforeseen situation to minimize the impact, loss or damage, will not constitute as an admission of such liability or a waiver.

23.4 In the age of a fast-moving world, human errors and omissions are expected. Eco-Jeevan reserves the right to correct any mistake in tour price and re-invoice the guest even if the booking is made and confirmed, however if s/he disagrees and wishes to withdraw the booking and conveys the same immediately within 48 hours of the notification of such error, then the booking will be cancelled and advance paid by the guest will be refunded within 10 working days.

23.5 Sometimes a celebrity/ dignitary/ Eco-Jeevan founder's presence is advertised as a part of the tour itinerary, however due to unavoidable circumstances such assigned personnel may not be able to join the tour. Eco-Jeevan will not be held responsible for the same.

23.6 For any withdrawal from the tour for whatsoever may be the reason, Cancellation Policy will be applicable. Company is not liable for any losses incurred by its guests in their personal capacity and hence have no liability relating to any loss of job/ business/ occupation/ contract/ interruption/ loss of business opportunity etc.

## **24. Eco-Jeevan Website**

24.1 Eco-Jeevan's website is for the use of guest/s to access the information regarding tours, packages and other relevant details. The language used for content on our website is English. We have made every effort to make the information as accurate as possible while updating the website, however Eco-Jeevan cannot be held responsible for any typographical error or errors arising from unforeseen circumstances.

24.2 Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our website is accurate, complete or up-to-date. In any event, our website content is only valid at the time it is downloaded, and may change on a subsequent visit to our website.

24.3 Maps used on the website or on any promotional medium are indicative and not actual. They are just for your reference and not to scale. Photographs and descriptions of locations/ attractions/ hotels etc. are merely representative of conditions that existed at time of updating the website, creating the brochure, publishing advertisement etc. and conditions may differ at the time of your journey. Guests should read, understand, accept and then only book the tour or package.

24.4 Guest log-in facility on the Eco-Jeevan website is presently unavailable. Upon activation of this facility the following conditions will apply. On Eco-Jeevan website, guest/s have a facility to register themselves for booking of the tour or to access their post booking information. Guests are required to have a unique and strong password, which should be confidential and should not be shared with anybody. In case guest/s suspect any unauthorized access to their personal log-in on Eco-Jeevan website, they should immediately intimate their Travel Advisor. Eco-Jeevan reserves the right to terminate registration, disable log-in or deny access to website with or without prior notification to the guest, in case if any misuse is observed.

24.5 The content on Eco-Jeevan website is provided for general information only, with the understanding that we are not engaged in the rendering of legal or other professional advice or service. Your reliance on or use of our websites and website content is entirely at your own risk.

24.6 Eco-Jeevan website may have a third-party product/ service for the use of the guest or an independent traveller. If we include a link of such third - party product/ service/ website on our website, then you should be aware that the access to these links is voluntary and does not indicate that we are endorsing, sponsoring or recommending such product/ service/ website. Guests should check the Terms and Conditions and review the Privacy Policies of these websites before submitting any personal data to them. The quality, safety and

operations of the same is at the discretion of the third party and Eco-Jeevan will not be responsible for any loss, damage or injury sustained by the guest as a result of availing such products/ services advertised by the third parties on the website.

24.7 Eco-Jeevan's Terms and Conditions, grant a limited right to use this website as expressly permitted hereinabove. The website content such as itineraries, articles, texts, images, designs, logos, appearance and layout of the website are owned by Eco-Jeevan and user agrees not to interrupt, copy, exchange, modify, sell or transmit anything from the website for any commercial or public purpose.

24.8 It is a criminal offense to tamper with our website by introducing viruses, trojans, worms, logic bombs or other material which are malicious/ technologically harmful or to attempt to gain unauthorized access to our websites/ the server on which our websites are stored. Any such breach under the 'Information Technology Act' will lead to immediate ceasing of website access/server and lead to legal/criminal proceedings.

24.9 Eco-Jeevan reserves the right, in its sole discretion, to terminate the access to the website and the services offered on the same or any portion thereof at any time for general maintenance or to make improvements/ changes or any other reason whatsoever without any prior notice.

24.10 Although we make all reasonable attempts to exclude viruses from our website and website content, we cannot ensure that there will be none or that our website will not be subject to unauthorized access or modification. Thus, you are recommended to take all appropriate safeguards on your computer or other device including installing appropriate protective software before downloading any of our website content.

## **25. Copyright and Browsing Licence**

25.1 You acknowledge that all copyright, designs, database rights, trademarks, patents and all other intellectual property and material rights relating to our website is and remains our sole and absolute property. You are

granted no right, licence or interest in or to our website content or any intellectual property rights in it.

25.2 You are not allowed to modify, copy, distribute, transmit, publish, transfer or sell any of our website content or use our website for any commercial purpose, including any advertising or advertising revenue generation activity on your website or any other medium from your end.

25.3 As a guest, you have been granted a browsing licence which gives you a permission to download and run the pages of our website that we make accessible to you, in a web browser and to store/ copy/ print the same provided that you are doing so as a guest for the purpose of your travel. Eco-Jeevan reserves the right to terminate the said rights if any misuse is observed.

## **26. Trademarks**

The name, logos, symbols, slogans, trademarks, service marks, creatives displayed on Eco-Jeevan website or any promotional material at any of the Eco-Jeevan sales offices etc. is an intellectual property of Eco-Jeevan. It is protected under laws and cannot be reproduced, copied, used either alone or in conjunction or combination with other trademarks, logos or otherwise in any manner which may be confusing or misleading. It also does not grant anyone a license, right or authority to utilize it in any manner. Any unauthorized use of the same, without the prior written permission and consent of Eco-Jeevan, will be in violation of the applicable laws and it will lead to an appropriate legal action.

## **27. Privacy of Information**

27.1 Personal information shared by the guest which is necessary for processing the booking is confidential. Eco-Jeevan will need to use guest's personal information which may include each guest's name, age, birth date, address, phone number, email ID, Aadhar number, PAN number, passport number and additional personal information like religion, health & mobility status, medical history, dietary preferences etc. To process your travel

arrangements this personal information may be passed on to tourism organizations, customs/ immigration authorities, airlines, cruises, railways, hoteliers, destination management companies, marketing & communication service providers (for sms, email, WhatsApp), associates & partners, Tour Managers, co-travellers (to a limited extent) etc.

27.2 In addition to the above, guest's personal information is subject to disclosure as required by law or by order of the court or enquiry by any government or statutory authority.

27.3 Eco-Jeevan sends you transactional and promotional sms/ email/ WhatsApp/ phone calls to update about your tour status, new launches, promotions, festive offers/ greetings etc. On booking a tour/package, you consent to your personal data being used/ passed on to relevant third parties as set out above.

27.4 Company reserves the right to use guest's testimonials/ emails/ on-tour photos/ video clips/ social media posts tagged to Eco-Jeevan, for promotion of tours/ packages/ destinations/ information videos etc. on any media without obtaining any further consent or payment in respect of such photographs and/or videos.

27.5 The Company reserves the right to refer a guest, on request, to prospective guest for the promotion of Eco-Jeevan's business.

27.6 Confidentiality:

Information concerning Eco-Jeevan or any of its group companies, their founder, employees, partners, associates, agents, guests/ customers or others whose data is collected, stored, or processed is the property of Eco-Jeevan and is confidential except for the necessary disclosures required by the law and for the proceedings of the tour.

## **28. General Terms**

28.1 Changes in Terms and Conditions: We may timely revise the 'Terms and Conditions' without prior notice to you. These changes will be updated by publishing the new version on our website. You are expected and should check these terms each time you visit our website, to keep track of and be aware of any

changes or updates. By continuing to use our website after any such revision, you will be considered to have accepted the updates too. Latest updated 'Terms and Conditions' will override all previously sent/ published Terms and Conditions.

28.2 No person other than the company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation of these 'Terms and Conditions'. Employee/s and the Partners/s of Eco-Jeevan have no authority to vary, add, amplify or waive any stipulation, representation, term or condition set forth in the Terms and Conditions of Eco-Jeevan. Any assurance given by any Employee/s and the Agent/s shall have no effect or consequence.

28.3 Enforceability: Should any of these Terms and Conditions be held invalid, that invalid provision shall be construed to be consistent with the applicable law, and in a manner so as to remain consistent with the original intent of Eco-Jeevan. Provisions not otherwise held invalid shall remain in force.

28.4 No Prejudice to Consumer Rights: If you are acting as a guest (i.e. an individual acting for his/her private purposes not associated with a business or profession) then nothing in these 'Terms and Conditions' shall affect your legal rights as a consumer to the extent they may not be excluded or limited by law, and our 'Terms and Conditions' shall be read subject to this.

28.5 Jurisdiction: This Agreement is subject to interpretation as per the laws of India. All disputes pertaining to the tour/ package/ service and any unresolved dispute/ claim arising therein shall be subject to the Court of Jurisdiction at Nashik, Maharashtra, (India) only.

28.6 Complaint Procedure & Consumer Protection: If any guest has a query, concern or problem during their booking process or holiday then they should immediately inform their Eco-Jeevan's Travel Advisor or Tour Manager present on tour. In case of Customized Holiday, they should contact their virtual guest relation representative. We will try to resolve the query or find a solution for the problem as soon as possible. If the matter does not get resolved locally then guest should call Eco-Jeevan's guest relation emergency Number +91 8483821858 or write to [tours@eco-jeevan.com](mailto:tours@eco-jeevan.com) by quoting their booking reference number and all relevant information. Failure to follow this procedure may delay or deny us the opportunity to investigate and rectify the problem, which may affect the manner in which guest's complaint is dealt with and their

rights under this contract. Any unresolved issue, must be brought to our notice within 30 days after completion of the tour/service. Eco-Jeevan will try to resolve the same on priority, however timeline for the same will depend on the factors involved in it. Any claims made after 30 days of completion of the tour will not be considered by Eco-Jeevan.

28.7 Applicable Law and Dispute Resolution: Eco-Jeevan is committed to participating in a consumer-friendly dispute resolution process. The guest and Eco-Jeevan each retain the right to seek relief in small claims court (Nashik) as an alternative to arbitration. At least 30 days prior to filing a complaint against each other, Eco-Jeevan and the guest each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. Guests must send the said communication related to such disputes or for that matter any other notice or legal complaints to Eco-Jeevan's corporate office, situated at Aashiyana, Opposite N B T Law College, College Road, Nashik 422 005, Maharashtra, India. Eco-Jeevan will send its reply to the registered email address of the guest submitted at the time of booking. A notice must include: the party's name and preferred contact / information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 60-day period, only then may either party commence legal proceedings by filing a written Complaint at the Consumer Redressal Commission or the Court of Law. Any such notices pertaining to legal disputes must be sent at Eco-Jeevan's corporate office, situated at Aashiyana, Opposite N B T Law College, College Road, Nashik 422 005, Maharashtra, India.

28.8 Arbitration: Any dispute arising out of or in connection with these Conditions, and/or the subject matter or any agreement between the guests and Eco-Jeevan, including any question regarding its existence, validity or termination, shall be referred to the Arbitral Tribunal consisting of a sole Arbitrator appointed by the mutual consent of both the parties and the said Arbitrator shall not be related, directly or indirectly, as an employee, an agent, dealer or representative of either party or otherwise interest in other party or its business. The proceeding of the Arbitration shall be conducted in the English language and the venue for such Arbitration shall be at Nashik. The expenses

involved in such Arbitration proceeding shall be born and paid by the parties equally

28.9 Indemnification: The guests shall hold Eco-Jeevan fully indemnified and harmless in case any suit, action, application, revision, writ petition, execution proceedings, claim, demand or any other legal proceedings are initiated against Eco-Jeevan due to any action /s of the guest. Guest/s also agree to indemnify Eco-Jeevan against all third-party claims, actions, damages and remedies which may be brought against us in respect of their participation in the operation of the tour.

28.10 Disclaimer of Warranties: You expressly agree that your use of, or inability to use, the service is at your own risk. All products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, fitness for a particular purpose, durability, title, and non-infringement. And also, it does not warrant that your use of our service will be uninterrupted, timely, secure or error-free and the results that may be obtained from the use of the service will be accurate or reliable.

28.11 Attorney/ Client Fees: If guest/s is unsuccessful in any legal action instituted against us, then they must indemnify us for the full amount of any claim including but not limited to legal costs, attorney/ client fees etc.

## **29. Contact Us**

For any query or complaint about your tour, payment, refund, website or Terms and Conditions etc., you may contact us via e-mail - [tours@eco-jeevan.com](mailto:tours@eco-jeevan.com) or telephone number - +91 8483821458 Eco-Jeevan, Aashiyana, Opposite N B T Law College, College Road, Nashik 422 005, Maharashtra, India.