

ANNEXURE - II

AGREEMENT BETWEEN GUESTS AND MY HOLIDAY MAKERS

DECLARATION

The terms and conditions mentioned below between My Holiday Makers & the guest, are assumed to be accepted by the second party, when he/she/it sends an official confirmation of the booking, expressly by written communication by mail/courier/over the counter sale. In the terms and policies mentioned below, "MHM" / "Company" are used as the service provider (My Holiday Makers), whereas the second party (defined here as the "guest/customer/client/user/Participant") is the purchaser of the service, provided the first party(MHM). The "guest/customer/client/user" defined here can be an individual/family/corporate/association/club/corporation/govt. body or any such organization, who is purchasing any service from MHM for personal or official use.

DEPOSIT & FINAL PAYMENT: A non-refundable, non-transferable land deposit of INR 5,000/-* (*deposit varies depending on the vacation destination. Please check the initial booking deposit details below) per person per vacation is required for MHM to reserve space for you, with some limited exceptions as noted below. MHM accepts cheques, DDs, Visa, MasterCard, & Cash Payments. Your booking is not confirmed and payment is not deemed made until the deposit is received by MHM and you receive a confirmation invoice. Your reservation will be automatically cancelled if deposit is not received by MHM by the deposit due date. On certain departures, deposits may be required at time of booking to hold or to confirm space for you. Payment of the deposit indicates you have read and accepted these Terms and Conditions.

Please review and verify your booking invoice thoroughly and contact your Travel Agent or MHM immediately if your invoice appears to be incorrect or incomplete, as it may not be possible to make changes later. MHM cannot accept responsibility if we are not notified of inaccuracies within 07 days of sending out the invoice. In the case of billing errors, MHM reserves the right to re-invoice you with correct pricing.

The balance amount of (50% of land package price) has to be paid within 15 days(maximum) from the date of initial booking advance. The balance Final payment for your vacation is due 20 days prior to commencement of services, with some limited exceptions as set forth below. If final payment is not received by the due date, your reservation will be canceled and your full deposit, including Travel Protection payments and any air deposits or FixedFLY purchases (including applicable fees), will be retained by MHM. MHM is not responsible for cancelled land and/or air reservations in the event payment is not received by the final payment date. Payment in full is required at time of booking for reservations made within the final payment date of your vacation (in most cases, within 20 days of departure). For group reservations, Travel Agents should refer to the Group Policy, which will be provided to you by MHM upon request.

Acceptance on the vacation is subject to presentation of the Traveler Certificate, which will be available in your final Travel Documents.

EXCEPTIONS APPLY TO THESE VACATIONS: The following deposit and/or final payment dates apply to these vacations. Please see your invoice for more information on deposit and/or final payment dates.

- For Domestic vacations (Within India) a \$100/INR 5,000/- per person, non-refundable land deposit is required to reserve space for you. Final payment is due 20 days prior to the commencement of services.
- For vacations that include Thailand, Singapore, Malaysia & Bali a \$200/INR 10,000/- per person, non-refundable land deposit is required to reserve space for you. Final payment is due 20 days prior to the commencement of services.
- For vacations that include Botswana, Zambia or Uganda & South Africa, a \$800/INR 40,000/- per person, non-refundable land deposit is required to reserve space for you. Final payment is due 30 days prior to the commencement of services.
- For vacation that include Dubai, Turkey & Other European Countries, a \$400/INR 20,000/- per person, non-refundable land deposit is required to reserve space for you. Final payment is due 30 days prior to the commencement of services.

MHM AIR OPTIONS: "FlexiFLY" and "FixedFLY". FlexiFLY allows flexibility if you want to make changes to your vacation schedule. FixedFLY may offer additional airline options but has more restrictions. Some vacations may only offer one Air type option.

AIR-INCLUSIVE VACATION DEPOSITS AND FINAL PAYMENT: The following additional payments are required for International or domestic air added to the start and/or end of your vacation and/or for Intra-vacation air as specified in the itinerary. International or domestic air and/or Intra-vacation air price quotes will show how much of your total trip cost is made up of government-imposed taxes and fees applicable at the time of booking. Air pricing is guaranteed upon receipt of full land plus air deposit or land plus full airfare price depending on type of airfare purchased (FlexiFLY or FixedFLY).



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FlexiFLY: An additional, non-refundable \$200/INR 10,000/- air deposit is required for FlexiFLY booked in conjunction with a MHM vacation. Applicable land deposit as above is also required at time of booking. .

FixedFLY: Full air payment is required, and will be included in the quote, at time of booking for FixedFLY booked in conjunction with a MHM vacation. Applicable land deposit as above also required at time of booking. Once booked, FixedFLY is non-changeable and non-refundable after 24-hours from purchase.

FlexiFLY or FixedFLY can only be booked by MHM in conjunction with a MHM vacation package and is only available from India.

Intra-vacation air: An additional \$100 / INR 6000/- per person, non-refundable air deposit is required for packages with Intra-vacation air as noted in the itinerary. Applicable land and FlexiFLY deposits or FixedFLY full payments as above are also required at time of booking. Airfare prices include all taxes, fees and fuel surcharges.

CANCELLATION POLICIES: ALL CANCELLATIONS are ONLY accepted by expressly written communication through Email, FAX or Courier to us. If a booking cancellation is received by MHM prior to the final payment date of your vacation, your non-refundable land deposit and Travel Protection payments will be retained in addition to your FlexiFLY deposit, FixedFLY payment, and/or Intra-vacation air deposit. For individual reservations, the following per person cancellation fees apply. (For group reservations, refer to the Group Policy.)

CANCELLATION after INITIAL BOOKING: In case of any cancellation, after initial booking has been done, whereby the guest has paid 50% of the total package cost to us, towards the booking of the same, the FULL AMOUNT is returned back to the guest (without the Non Refundable Booking advance & Deposits) by a Cheque /DD within 20 working days, subject to the condition that the date of Cancellation has to be at least before 30 DAYS of Package Starting Date!!

If any guest has made any booking with the initial 50% amount of the package cost, he/she is free to CANCEL the booking anytime before 30 days of Package Starting date, without any charge (other than cancellation deposit advance)! **The Booking has to be cancelled expressly by written communication through Email, FAX or Courier**, which should reach us at least before 30 days of the Package starting date. His/her booking deposit would be returned by a Cheque /DD within 20 working days, WITHOUT any CANCELLATION CHARGES**, without the non refundable advance! The cancellation is also subject to the condition that the flight tickets / hotels vouchers / or service vouchers are not processed or issued. In cases, where the flight tickets / hotels vouchers / or service vouchers are processed or issued, the cancellation is subject to the cancellation policies of the respective suppliers regarding that particular booking. In case of promo/non-refundable flight bookings or hotel or service bookings, the same amount will be charged to the guest, along with the nonrefundable advance.

**Air tickets booked with us, under FlexiFLY or FixedFLY options, are subject to refund after adjusting the cancellation charges, as per the respective airlines.

** Different hotels/transport operators are having different cancellation policies. In case of any cancellation, the respective hotels'/operators policies would also be applied, and the charges would be adjusted accordingly! The balance amount would be refunded back to the guests by a Cheque / DD within 20 working days!

NO VERBAL COMMUNICATION IS VALID FOR CANCELLATION OF PACKAGES!

But if he/she fails to CANCEL the booking by written communication through Email, FAX or Courier, which should reach us at least before 30 days of the Package starting date, the booking would be treated as NOT CANCELLED! In such case, the following charges will apply!

CANCELLATION after FINAL BOOKING : In case of any cancellation, after initial or complete booking has been done, whereby the guest has paid 100% of the total package cost to us, towards the booking of the same and confirmed the booking, he/she is free to CANCEL the booking anytime before 30 days of Package Starting date, without any charge (without the non refundable deposits)! The Booking has to be cancelled expressly by written communication through Email, FAX or Courier, which should reach us at least before 30 days of the Package starting date. His/her booking deposit would be returned by a Cheque /DD within 20 working days, WITHOUT any CANCELLATION CHARGES, without non refundable deposits!

NO VERBAL COMMUNICATION IS VALID FOR CANCELLATION OF PACKAGES!

In other cases, the following charges would apply...

30 days prior to Package Starting Date..... NO CHARGES! 100% REFUND! **
20 days prior to Package Starting Date..... 30% of the TOTAL Package Cost! **
15 days prior to Package Starting Date..... 60% of the TOTAL Package Cost! **
10 days prior to Package Starting Date..... 75% of the TOTAL Package Cost! **
07 days prior to Package Starting Date..... 100% of the TOTAL Package Cost! **

** Air tickets booked with us, under FlexiFLY or FixedFLY options, are subject to refund after adjusting the cancellation charges, as per the respective airlines.

** Different hotels/transport operators are having different cancellation policies. In case of any cancellation, the respective hotels'/operators policies would also be applied, and the charges would be adjusted accordingly! The balance amount would be refunded back to the guests by a Cheque / DD within 20 working days!



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TOUR MODIFICATION POLICIES: "Tour Modification" is actually defined as rescheduling the itinerary (preponing/postponing) the same tour to a different date, or doing minor changes in the tour plan, keeping the destinations / hotels intact. In case of change of hotels or change in destinations, it would be treated as a CANCELLATION, and the Cancellation procedures & policies would apply.

MODIFICATION of TOUR PLAN after INITIAL BOOKING: In case of any change in tour plan, after initial booking has been done, whereby the guest has paid 50% of the total package cost to us, towards the booking of the same, The guest has to notify his/her relationship manager or the respective representative of the company about the change in plan, expressly by written communication through Email, FAX or Courier, which should reach us at least before 20 days of the Package starting date. NO CHARGE would be levied for modification of package for the land package costs, on the Guests. The Guests would be bound to pay any extra amount / or would get refund, in case of any change in the package price! He/She has to deposit the extra respective amount (if any) to us, and booking would be processed. In case, the guest would like to cancel the package, the cancellation policies would apply! In case of any refund, the amount would be returned by a Cheque /DD within 20 working days.

Air tickets booked with us, under FlexiFLY or FixedFLY options, are subject to adjustments based on the cancellation charges, as per the respective airlines.

NO VERBAL COMMUNICATION IS VALID FOR MODIFICATION OF PACKAGES!

\$\$ Different hotels are having different cancellation policies. In case of any change in tour plan / any preponement or postponement, the respective hotels' policies would ALSO be applied, and any charges in terms of One night room fare retentions, or 100% non refundable, or 100% refundable, etc. would be adjusted accordingly and adjusted with the final/balance payment for the respective tour.

MODIFICATION of TOUR PLAN after COMPLETE BOOKING: In case of any change in tour plan, after COMPLETE booking has been done, whereby the guest has paid 100% of the total package cost to us, towards the booking of the same, the guest has to notify his/her relationship manager or the respective representative of the company about the change in plan, expressly by written communication through Email, FAX or Courier, which should reach us at least before 20 days of the Package starting date. NO CHARGE would be levied for modification of package on the land package costs, on the Guests. In case of any change in tour plan / preponed / postponed, within 20 days of the Package starting date, the following charges apply...

Air tickets booked with us, under FlexiFLY or FixedFLY options, are subject to adjustments based on the cancellation charges, as per the respective airlines.

21 days prior to Tour Starting Date - NO Cancellation Charge! \$\$
15 days prior to Tour Starting Date - INR 3,000/- OR 5%* WHICHEVER IS HIGHER \$\$
10 days prior to Tour Starting Date - INR 5,500/- OR 10%* WHICHEVER IS HIGHER \$\$ Within
7 days to Tour Starting Date - INR 7,800/- OR 15%*WHICHEVER IS HIGHER \$\$

Air tickets booked with us, under FlexiFLY or FixedFLY options, are subject to adjustments based on the cancellation charges, as per the respective airlines. In case the hotels are required to be changed, due to upgradation / non availability, due to the modification, the extra / discount amount (if any) would have to be borne by the guest / would be refunded to the guest, as per our Refund Policy.

* *The percentages are charged on the Total Package Cost! \$\$ Different hotels are having different cancellation policies. In case of any change In tour plan / any preponement or postponement, the respective hotels' policies would ALSO be applied, and any charges in terms of One night room fare retentions, or 100% non refundable, or 100% refundable, etc. would be adjusted accordingly! In case of any extra dues, the amount has to be paid to our account immediately. The balance refundable amount (if any) would be refunded back to the guests by a Cheque / DD within 02 weeks!*

* Total price does not include discounts, promotions, special incentives, FixedFLY or FixedFLY service fees which are non-refundable after 24hours from purchase and will be retained in addition to the above cancellation fees. Airfare taxes are refundable however.

Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour. Cancellation penalties will be quoted at time of cancellation.

MHM reserves the right to cancel or reschedule any vacation departure for any reason, including insufficient demand or force majeure. If a vacation is canceled prior to departure, MHM' only responsibility will be to refund the amount received for the reservation. MHM will try to rebook the same vacation with a different departure date, or a similar vacation but there is no guarantee of availability of offering. For airinclusive vacations, MHM will try to confirm air schedules for the selected new dates, subject to availability. MHM cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through MHM.

Intra-vacation air and hotel penalties may also apply to alternations or revisions to a booking and may be up to 100% of the full price. A change of traveler name, vacation date, or itinerary within final payment will be treated as a full cancellation and new reservation; vacation and airfare cancellation fees (as above) apply.

AIR ARRANGEMENTS: International airfare may be purchased through MHM for travel originating from India. All carriers are independent operators and are not owned, managed or operated by MHM. Your airline ticket is a contract between you and the air carrier only, even if you purchase through MHM. By purchasing your air services through MHM you waive all liability for MHM for such air services.



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MHM is not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you purchased air through MHM, we will try to assist in making new arrangements providing you have not already checked in with your airline for your first flight segment. After check-in, you must work with the airline directly to reach your destination or to make any alternate arrangements including amendments to return services. Please be aware airline fees often apply for modifications to air schedules not related to airline imposed flight cancellations, reschedules or delays. These fees will be payable to the airline directly at time of request. If you miss your departure flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by MHM for portions of trips missed due to cancelled, rescheduled or delayed flights after airport check-in, nor is MHM responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.

For air purchased through MHM, if any air schedule requires an overnight stay in a gateway city, MHM can assist you with hotel reservations; however, the cost of the overnight stay (including but not limited to hotel and meals) is your expense. Air routings are subject to availability. Routings are not guaranteed and are subject to change at any time.

If you make your own flight arrangements, MHM will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries or travel dates. We recommend that you do not purchase airline tickets with high penalty charges for changes.

Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. For more information about aircraft disinfection requirements and a list of countries requiring disinfection of in-bound flights, please check the details online.

PARTICIPATION: For the benefit of everyone on your vacation, MHM reserves the right to accept or reject any vacation participant and to remove any participant whose conduct is deemed incompatible with the interests of the other participants. MHM will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behavior.

TRAVELERS WHO NEED SPECIAL ASSISTANCE ON TOURS AND/OR CRUISES: You must report any disability requiring special attention while on tour or on cruise to MHM at the time the reservation is made. MHM will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. MHM cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motor coaches, cruise ships and other vehicles, or other personal needs. MHM strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with MHM are subject to the Participation clause above.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. MHM is not responsible for any missed activities due to a participant's inability to participate with the group. Most transportation services, including the touring motor coaches and cruise ships, are not equipped with wheelchair ramps. Motorized scooters are not typically suitable on international tours. With prior permission and waivers, we will attempt to accommodate motorized scooters on domestic vacations, depending on the suitability of the itinerary.

Although some of our ships have elevators, many of our small ships (e.g., river cruise vessels) do not. Passengers requiring ship elevators should inquire before making reservations. Additionally, most stateroom doors and restrooms are not wide enough to allow access by standard wheelchairs, and bathrooms and other doorways may be fitted with coamings. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the ship is at anchor.

YOUNG TRAVELERS: Travelers who are under 18 years old on the departure date must be accompanied by an adult throughout the vacation and are requested to share an adult's accommodation. On vacations that include an Alaskan or Hawaiian cruise, or on any vacation with an overnight stay in Las Vegas, at least one member of the traveling party must be 21 years of age or older. Children under 8 years of age are not allowed on MHM vacations except on MHM Family Tours. For any special requirements regarding airline tickets for children, contact your airline directly.

The following young traveler discounts apply to MHM vacations. To receive the young traveler's discount, the age of the traveler must qualify at commencement of services.

On MHM escorted vacations, young travelers ages 3-10 receive a 30% discount on the base land vacation price. There is no discount for young travelers on vacations that include a Galápagos cruise on the Galapagos Explorer II, Galapagos Legend or Santa Cruise. In South east Asia, like Thailand, Singapore, etc. in some cases, child 3 years or above are charged full for all sightseeings, transfers & other activities. The client will be intimated about the same by MHM while quoting for the respective package.

Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or nontraveling parent granting authorization to travel, including the dates of travel. We suggest that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

SMOKING POLICY: Smoking is not allowed on transportation that is exclusively provided by MHM. On cruise ships, smoking is restricted to certain areas of the vessel. On European river cruise ships, smoking is allowed only on the vessels' outside decks where ashtrays are available. Many hotels in North America have imposed a 100% non-smoking policy and many cities have imposed non-smoking regulations in public spaces. In Southeastern Countries, Smoking rooms are available. As a standard rule, MHM confirms non-smoking hotel rooms. If you require a smoking room a request may be submitted, but we cannot guarantee the availability, its purely on best effort basis.

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PRICE POLICY: All vacation prices are based on rates (reflecting foreign exchange rates) known at the time of quoting the offer and expected to be in effect at the time of departure, and do not include airfare except where noted on specific itineraries. Vacation prices are per person, based on double occupancy (two people sharing a room). Single room supplements and triple reductions will be intimated to the client, on requirements & where applicable. Not all accommodation types are available on all vacations.

Prices are subject to increase without notice, subject to the guarantees set forth below.

Once MHM has received your full land deposit for any land vacation that land vacation price is guaranteed and you are protected against any land price increase due to currency surcharge. Any subsequent land cost increases are at MHM' expense, not including energy cost increases and/or any government tax increases.

Pricing for air-inclusive vacations, including those with Intra-vacation air, are guaranteed when MHM has received your full land plus air deposits and/or full air payment as noted above. MHM reserves the right to ticket FlexiFLY bookings, and vacations with Intra-vacation air, upon receipt of full land and air deposits thus any subsequent revisions made at your request are subject to airline-imposed change fees, cancellation fees and/or changes in airfare price, which are your responsibility to pay. FixedFLY is ticketed upon receipt of full air payment and thus full cancellation fees as noted above apply. International air is only available to passengers traveling from India and only available when booked in conjunction with a land vacation.

Vacation departures are subject to itinerary modifications. Full details will be available before 45 days of departure. Travelers have the right to cancel their reservation without penalty within 7 days of notification in the event of itinerary modifications for departures. Vacations with FixedFLY will receive full refunds for changes to vacations, cancelled due to modification.

VISAS & PASSPORTS: You are responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Visa and entry documents must be obtained independently. Non-Indian citizens must consult with appropriate consulates to determine if any visas are needed; you are responsible for obtaining all visas and entry documents independently. MHM is not responsible for providing you with specific visa and passport information or documentation, for any fees associated with obtaining these documents, and MHM cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements. The process of obtaining a visa and/or passport can take up to three months or more. The travel bookings done by MHM are subject to the applicable requirements of Visa which are to be obtained by the individual traveller. MHM is not responsible for any issues, including inability to travel, arising out of such Visa requirements and is also not liable to refund for the untraveled bookings due to any such reason

Some government agencies in foreign countries require MHM to collect and pass on certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details as requested fully and accurately, your trip may be interrupted or cancelled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.

HOTELS, ACCOMMODATIONS & TRANSPORTATION: The hotels listed in the packages are intended to be used on all departures; however hotels are not guaranteed. MHM reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, including alternate hotels for additional departures on the same date, or hotel location changes within or outside itinerary cities, the hotel substituted will be of equivalent or higher quality, when available, to those shown. No refunds are provided for hotel changes; full cancellation penalties as noted above apply.

Every effort is made to reserve only double bedded rooms. Occasionally, some hotels will only provide twin-bedded rooms. These rooms will be allocated to couples. Please note that check-in times vary worldwide; MHM cannot control or guarantee check-in times.

In the rare event that included train or air services are unavailable, alternate services will be provided. Itinerary timings are approximate and may be subject to change.

BAGGAGE ALLOWANCE: Porterage at hotels for one suitcase per person is included in the vacation price. Airport/train station porterage is not included unless otherwise specified in your travel documents. Please be prepared to carry your own suitcase on and off airplanes and trains and through airports and train stations.

Due to limited capacity on safari vehicles and flights when on safari, your single bag must be soft-sided and cannot exceed 33 lbs (15kg) for vacations in Kenya, Tanzania and Zambia or 44 lbs (20 kg) including hand luggage in Botswana or South Africa and Namibia. On all other vacations, due to limited motorcoach capacity, your single bag should have dimensions not exceeding 30"x21"x11" and weight not exceeding 50lbs (22kg) unless otherwise noted in your Travel Documents. We regret that we are unable to accept a second suitcase or any luggage exceeding these limits on any vacation. Some vacations have more restrictive regulations than listed above. Please refer to your Travel Documents for more information.

Air carrier restrictions may vary from the limitations listed above. Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination, and are becoming more restrictive. While making a booking online you will be provided with baggage fee information. After booking, up-to-date information on carrier specific standard checked baggage allowance (including size and weight limitations), the standard allowance (and fee, if applicable) for carry-on baggage, and the standard fee for the first and second checked bag, along with the information that additional discounts may apply depending on flyer-specific factors (.e.g. frequent flyer status,



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military, credit card used for purchase or early purchase over the internet, etc.) Please read this information carefully as MHM is not responsible for additional fees imposed by air carriers for baggage and these fees are not included in the airfare or the vacation package price. You will be required to pay these fees directly to the airline at check-in. Regulations within most airports require that travelers handle their own luggage through customs. No responsibility is accepted by MHM for loss of or damage to baggage or any of the traveler's belongings throughout the duration of the vacation. Baggage insurance is recommended. Check with MHM for an all-inclusive Travel Protection Plan.

Carry-on bags should not exceed the dimensions of 12"x11"x6". For safety reasons, wheeled carry-on bags are not suitable as hand luggage on motor coaches and mini-buses. Carry-on bags must be small enough to store in overhead bins or under the seat in front of you on motor coaches and other transportation.

TRAVEL DOCUMENTS: Passenger Travel Documents, including e-ticket itineraries, are sent by regular ground delivery approximately 1-2 weeks prior to departure, provided full invoice payment has been received. If available, a service charge per reservation is added for documents requested in advance and/or for 2-day delivery or for delivery to multiple addresses.

GRATUITIES: Gratuities are included for services during the land stay of your vacation. This includes wait staff at included meals, hospitality staff at hotels for nights purchased through MHM, and portage at hotels for one suitcase per person. Gratuities for your Tour or Cruise Director, Local Hosts, Local Guides, Tour Driver, and ship's crew are not included in the vacation price and are discretionary.

NOT INCLUDED IN THE LAND VACATION PRICE (INCLUDING WHEN AIR IS NOT PURCHASED THROUGH MHM):

The following charges are not included in the land vacation price: airfare to and from the start of your vacation; Intra-vacation air unless specified in the itinerary; airline baggage fees including checked and/or excess baggage fees; Any Customs Inspection Fees; International Air Transportation tax; agricultural tax; other per person taxes imposed by government entities; port taxes; passports; visas and vaccinations; tips to your Tour or Cruise Director, Local Host, driver, Local Guides, and/or ship's crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; minibar; alcohol, beverages, and food outside of the contracted MHM menu as presented at a hotel or restaurant or onboard your vessel (these extra items will be billed to you before leaving the hotel, ship, or restaurant); airport transfers on non-qualifying flights; optional excursions; additional activities and excursions purchased online; portage at airports and train stations; Travel Protection; and all other items of a personal nature.

REFUND POLICY : Refund against Tour Modification and Cancellations will be paid directly to the guest's bank account, by Cheque/DD/Online Transfer. It would take max. 20 working days to process such Refund. However, there is NO REFUND for any unutilized services example – meals, entrance fee, optional, hotel, sightseeing, transportation (surface / air). Customers not using the included transfer will not be given a cash equivalent or vacation price reduction. All refund made will be in INR (Indian Rupees). Refund cannot be made in Cash.

DISPUTES & LEGAL ISSUES: In case of any disputes or Legal issues between MHM & the client (can be an Individual/Govt. Body /Company / Associations /Clubs/Co-operation, etc) directly or indirectly relating to the Terms & Conditions shall be first submitted to My Holiday Makers Kolkata (INDIA) Office in writing within 10days of completion of the tour, before initiating the process of Arbitration. In case it is not solved, may agree to take the same issues/disputes to the court of Arbitration. In case of disputes not settled at the Arbitration Court, would be taken to Litigation. All Disputes & Legal Processes are subject to Kolkata Jurisdiction Only. Moreover MHM hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction or country other than those where it is operating its offices. MHM considers itself and intends to be subject to the jurisdiction only of the courts of Kolkata, India, only.

SERVICE INQUIRIES AFTER THE VACATION: As it is difficult and sometimes impossible to properly investigate a complaint if MHM is not advised of such complaint quickly, any compensation you may have been able to claim could be reduced or even forfeited if you do not follow the complaints procedure set out in this clause.

After returning from your vacation, if you wish to inquire about any services provided, please ensure that all correspondence relating to those services is received by MHM Complaint Division (see address under "Responsibility").

Any complaint or claim involving the vacation services offered on this web site, involving the negligence of any suppliers, sub-contractors, or agents in relation to any service provided to the vacation participant, must be notified to MHM while on vacation or within 10 days of the vacation completion, except where such time limitations are prohibited by law.

HOLIDAYS: During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. MHM cannot be held responsible for any closures, necessary itinerary changes or curtails for any reason.

SAFETY: Please be aware that during your participation in vacations operated by MHM, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. MHM will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While MHM will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a vacation and/or optional excursions you agree that you will hold MHM harmless regarding any provision of medical care or the adequacy of any care rendered. MHM is not responsible for such risks and dangers that may arise beyond our control. Payment of your deposit indicates you accept these risks and dangers and agree to hold MHM harmless for such.



MHM INDIA TERMS & CONDITIONS – BUSINESS POLICIES

PHOTOGRAPHS OR PICTURES: Photographs or pictures appearing in MHM's Website / print media is used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Routes mentioned in the detailed itinerary are current at the time of printing/issuing and may not reflect the actual routing should the itinerary change.

FORCE MAJURE CIRCUMSTANCES: The user agrees that there can be exceptional circumstances where the service operators like the airlines, hotels, the respective transportation providers or concerns may be unable to honor the confirmed bookings due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If MHM is informed in advance of such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to its customers or refund the booking amount after reasonable service charges, if supported and refunded by that respective service operators. The user agrees that MHM being an agent for facilitating the booking services shall not be responsible for any such circumstances and the alternative arrangements or refunds would be processed, as per the company policy.

The User agrees that in situations due to any technical or other failure in MHM, services committed earlier may not be provided or may involve substantial modification. In such cases, MHM shall refund the entire amount received from the customer for availing such services minus the applicable cancellation, refund or other charges, which shall completely discharge any and all liabilities of MHM against such nonprovision of services or deficiencies. Additional liabilities, if any, shall be borne by the User.

MHM shall not be liable for delays or inability in performance or nonperformance in whole or in part of its obligations due to any causes that are not due to its acts or omissions and are beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of government, acts of terrorism or other similar causes, problems at airlines, rails, buses, hotels or transporters end. In such event, the user affected will be promptly given notice as the situation permits.

Without prejudice to whatever is stated above, the maximum liability on part of MHM arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. In no case the liability shall include any loss, damage or additional expense whatsoever beyond the amount charged by MHM for its services.

In no event shall MHM and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the MHM website(s) or any other channel. Neither shall MHM be responsible for the delay or inability to use the MHM websites or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the MHM website(s), nor otherwise arising out of the use of the MHM website(s), whether based on contract, tort, negligence, strict liability or otherwise.

MHM is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website pages.

TOUR DIRECTOR / MANAGERS: No person, other than an authorized representative of the Company by a document in writing, is authorized to vary, add, or waive any term or condition of the final itinerary, including any terms or conditions set forth in the preceding provisions.

OPTIONAL EXCURSIONS & ACTIVITIES: Optional activities and excursions ("the Services") available for booking are provided by local operators or other third parties that are entirely independent of MHM and do not form any part of the product or services sold to you by MHM or of these Terms & Conditions, even where MHM suggests particular operators/other third parties and/or assists you in booking such optional activities or excursions. Your contract for such Services will be with the organizer or operator of that Service and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. MHM has no liability for any such optional activity or excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the optional activity or excursion.

Any advice or assistance on or with any Service provided by any local representative does not mean or imply that the Service is sold, supervised, or controlled by MHM or that any such advice or assistance is given on behalf of MHM. Vacation participants are asked to check with the operator of any optional activity or excursion and the applicable Terms & Conditions before booking.

For operational reasons, not all optional excursions listed in the tour itinerary, published online or in travel documents may be available during your vacation. Your Tour Director will advise of availability while on tour.

Excursions purchased in advance of travel at MHM are non-refundable before 10 days to commencement of services.

RESPONSIBILITY: My Holiday Makers, located at 643C, New Alipore, Block : "O", Kolkata – 700040, WB, INDIA, is an independent company ("the Company") licensed to market and distribute travel products under the "My Holiday Makers" brand name, and arrange for the vacation services offered, including transportation, sightseeing, and accommodations through independent contracts.

Air carriers, accommodations, and other suppliers (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint venturers of the Company or its affiliates. All certificates and other travel documents for services issued by the Company are subject to the Terms & Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied.

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The international carriage of passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's liability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, the Company's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay in that situation.

After departure, if the services included in the vacation cannot be supplied or there are changes in an itinerary for reasons beyond the control of the Company, depending on the circumstance, the Company will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of vacation participants, and any resulting savings will be refunded by the Company to vacation participants, as per out refund policy.

The Company reserves the right to accept or reject any person as a vacation participant; to expel any participant from the vacation; to make changes in the itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the participants; and to cancel a vacation at any time.

The vacation participant agrees that neither the Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under the Travel Protection Plan, or any other person. .

USER RESPONSIBILITY OF THIS AGREEMENT: The Users availing services from MHM shall be deemed to have read, understood and expressly accepted the terms and conditions of this agreement, which shall govern the desired transaction or provision of such services by MHM for all purposes, and shall be binding on the User. All rights and liabilities of the User and/or MHM with respect to any services to be provided by MHM shall be restricted to the scope of this agreement.

MHM reserves the right, in its sole discretion, to terminate the access to any or all MHM websites or its other sales channels and the related services or any portion thereof at any time, without notice, for general maintenance or any reason what so ever.

In addition to this Agreement, there are certain terms of service, specific to the services rendered/ products provided by MHM like the air tickets, MICE, bus, rail, holiday packages etc. Such terms will be provided/ updated by MHM which shall be deemed to be a part of this Agreement and in the event of a conflict between such terms and this Agreement, the terms of this Agreement shall prevail. The User shall be required to read and accept the relevant terms for the service/ product availed by the User.

Additionally, the Service Provider itself may provide terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each Service (for example, flights, hotel reservations, packages, etc.). The User shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the User elects to deal, including terms and conditions set forth in a Service Providers' fare rules, contract of carriage or other rules.

MHM's Services are offered to the User conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and the terms, as may be applicable from time to time. For the removal of doubts, it is clarified that availing of the Services by the User constitutes an acknowledgement and acceptance by the User of this Agreement and the terms. If the User does not agree with any part of such terms, conditions and notices, the User must not avail MHM's Services.

In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any other MHM document, then these terms shall control.

CONFIDENTIALITY OF INFORMATION: Any information which is specifically mentioned by MHM as Confidential shall be maintained confidentially by the user and shall not be disclosed under any circumstances, unless as required by law or to serve the purpose of this agreement and the obligations of both the parties therein.

GUEST RESPONSIBILITY: MHM is responsible only for the transactions that are done by the GUESTS through MHM or through its channel or business partners.. MHM will not be responsible for screening, censoring or otherwise controlling transactions, including whether the transaction is legal and valid as per the laws of the land of the Guest.

The Guest warrants that they will abide by all such additional procedures and guidelines, as modified from time to time, in connection with the use of the services. The Guest further warrants that they will comply with all applicable laws and regulations regarding use of the services with respect to the jurisdiction concerned for each transaction.

The Guest hereby represent and confirm that the guest is of legal age to enter into a binding contract and is not a person barred from availing the Services under the laws of India or other applicable law.

INSURANCE: Unless explicitly provided by MHM in any specific service or deliverable, obtaining sufficient insurance coverage is the obligation/option of the user and MHM doesn't accept any claims arising out of such scenarios. Insurance, if any provided as a part of the service/ product by MHM shall be as per the terms and conditions of the insuring company. The User shall contact the insurance company directly for any claims or disputes and MHM shall not provide any express or implied undertakings for acceptance of the claims by the insurance company.

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INDEMNIFYING: The User agrees to indemnify, defend and hold harmless MHM and/or its affiliates, their websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by MHM and/or its affiliates, partner websites and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this agreement.

The user shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and MHM cannot be held responsible for the same.

MODIFICATION OF TERMS & POLICIES: MHM reserves the right to change the terms, conditions, and notices under which the MHM websites or services are offered, including but not limited to the charges. The User is responsible for regularly reviewing these terms and conditions.

DISCLAIMERS: We do always try our best to work out the best hotel deals and supplies like transfers, sightseeings, etc. for our guests. Moreover, we do also research on the hotels, and other service operators, we offer, about the standard of quality and services prevailing there, before empanelling the respective hotel/operators in our "White List". In spite of that, in case any service related issues or any other issues, which is no way in our control, by the respective service operator/hotels/vendors, the guest should take up the issue with the service provider directly, and MHM shall not be liable for all such issues, caused by the supplier. The guest can update about the same issues to MHM's service manager, and we would always try our best to give the best possible support from our side, so as to help our guests to solve the issues at the earliest.



| DOMESTIC | INTERNATIONAL |

| An ISO 9001 : 2008 Certified Company |