

General Terms & Conditions for Travel

(Note: For your individual itinerary, additional restrictions may apply)

India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS), are travel agents providing their clients with retail travel services.

- Price Protection: Prices are guaranteed only when the entire cost of the tour and related services are paid in full. Airfares require full payment at the time of booking to qualify for price protection.
- We reserve the right to revise the tour price in the event of substantial revision in government tax structure, fuel price, air/ train fare, or currency fluctuation. However, marginal differences will be absorbed by us.

Deposits & Final Payments

- Depending upon the complexity of travel arrangements, a one-time non-refundable Consultation Fee ranging from \$750 – \$1500 is due prior to proposal planning.
- Additionally, a non-refundable deposit of \$1000pp is due upon acceptance. No reservations are held until this deposit is received.
- Full & final payments are usually due 120 days prior to departure.
- When booked within 120 days of departure, full payment must be made at the time of booking with a credit card/bank transfer.

We accept payments via:

1. **Credit Card:** We accept payments via PayPal by credit card (VI, MC, or AX)
2. **Wire transfers:** Bank fees up to \$45 may apply. Ask for information.
3. **Check payments:** Make checks payable to “India by Design” & mail to “4818 Plainfield Drive, San Jose, CA 95111, or deposit at the nearest Wells Fargo Bank. All returned checks are subject to a \$50 service charge.
4. Zelle – Tara Gupta01@gmail.com OR phone number 415 310 5721
5. Venmo - @Tara-Gupta

Change & Cancellation penalties & Refunds.

Changes: Minor changes within the framework of the existing itinerary & routing are handled at no charge. Once reservations are confirmed, a Handling Fee of \$50 per person is applicable for all client-initiated changes requested outside of 90 days of travel. A Handling Fee of \$100 per person is applicable for all changes requested within 89 days of travel. Such changes include but are not limited to itinerary re-routing, previously confirmed hotels, transportation and sightseeing, or changes which require re-planning of itinerary or reduction of costs. Such changes may also result in price increases or penalties by suppliers payable by the client.

Cancellation Penalties: If you need to cancel, please notify us of your decision in writing (e-mail or letter) immediately to avoid increasing penalties. Cancellations are subject to the following per-person cancellation fees:

- Non-refundable once paid: Consultation Fee/Deposit of \$750 per person & Travel Insurance if purchased.
- Between 120 – 90 days prior to departure: In addition to non-refundable purchased components (e.g., airline/train tickets etc.) a 75% cancellation fee per person of total land cost.
- Between 89 – 60 days prior to departure: no refund is due. N

Note: Name changes are not possible and considered canceled trips.

Refunds: All requests for refunds will be considered promptly, but they must be in writing and received within 30 days of the return date of the tour. There is no refund for unused services or unused portions of your trip.

Travel Insurance: India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) believes that your upcoming trip is a significant investment, which should be protected. For this reason, it is strongly recommended that you always purchase 3rd party travel insurance. This insurance “may” already be included in some packages/tours. However, if your package/tour does not include 3rd party insurance and/or you choose to decline this valuable protection, you will assume any financial loss associated with your travel arrangements. Travel insurance can add peace of mind to your travel plans with the added value of medical coverage, lost luggage, trip cancellations, etc. You understand that VBD/IBD/CTS is not liable for denial of coverage or implied terms presented by the insurer.

Passport/Visa Requirements and Travel Advisories: Passport number, date and place of issue, and birth date are now required by many foreign governments, airlines, and trains, and may be required to confirm services. Names on your airline tickets must match the first and last name listed on your passport. **Your passport must be valid for six months after your return date to the U.S.** Current Passport & Visa information may be obtained by visiting www.travel.state.gov. Most foreign nationals require a visa for traveling to India. Foreign health requirements and travel advisories can be obtained by visiting www.cdc.gov/travel/default.aspx. If you need assistance, please contact Tara at TaraGupta01@gmail.com.

Health & Immunization: Foreign health requirements and travel advisories can be obtained by visiting www.cdc.gov/travel/default.aspx. The CDC strongly recommends several vaccines and precautionary measures, none of which are mandatory for traveling to India. We advise you to consult with your personal physicians regarding your individual needs according to your current health and allergy conditions.

Transfers: Group transfers when included are indicated. Private transfers can be purchased at additional cost.

Gratuities: Unless specified, gratuities for the Tour Director, Guides, Drivers, and assistants are not included and are at your discretion.

Smoking Policy: There is a no-smoking policy on all our transportation.

Airfares: Prices **do not** include international/domestic airfare. All airline fares are priced separately and require an immediate purchase with full payment to guarantee prices. Airfares may require advance purchase, and carry airline restrictions, including specific travel date requirements, blackout dates as well as baggage fees; contact your airline or visit the airline’s website for applicable baggage fees. Seat assignments and flight schedules are subject to change without notice.

Approximate prices given for internal flights in the destination are for budgeting purposes. Tickets will be issued at best available fares at the time of reservations. Cancellation/Change penalties & Service fees apply.

Baggage: Airline baggage allowance regulations are based on a weight and measurement system determined by the international or domestic carrier. Airline restrictions may include baggage fees: contact your airline or visit the airline’s website for applicable baggage fees and up-to-date dimensions.

Tour Documents: Documents cannot be released until full payment and passenger information conditions have been met. Tour Documents are e-mailed approximately 14 - 21 days prior to departure for all tours. Please print 2 sets; 1) for the service provider and 2) to retain for your records. In some cases, vouchers or tickets may be mailed to you. Rail and local airline tickets are issued under the regulations of each country’s system and may be non-refundable. A shipping and handling fee may be charged for FedEx Delivery of these tickets.

Changes to our Programs: If a tour is canceled by the Tour Operator due to unavoidable circumstances, a suitable alternative will be offered, and the payment will be transferred. If the alternative is not accepted by the traveler all payments will be refunded.

Problems beyond the Tour Operator's control (such as civil unrest or acts of nature) may force a change in itinerary. We will make every effort to operate all programs as disclosed in the itinerary. However, circumstances beyond our control may arise which would require an adjustment to the tour or its inclusions. We will do all that is possible to avoid such changes, but **we must reserve the right to make such modifications and any supplemental costs will be payable by the traveler.** (E.g., Schedule change for flights creating a domino effect). If these modifications are unacceptable to the participant and the traveler chooses to cancel his/her reservations, normal cancellation penalties will apply.

Travelers Requiring Special Assistance: Any disability requiring special attention should be reported at the time the reservation is made. We will make reasonable attempts to accommodate the special needs of such travelers but are not responsible for any denial of services by carriers, hotels, and other independent suppliers. We regret that we cannot provide individual assistance to a tour member for walking, dining, getting on and off motor coaches, ships, and other transportation vehicles, or other personal needs. Travelers who need such assistance must be accompanied by a qualified companion.

Travel Consultant Responsibilities – India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) only act as an agent in all matters connected with the making and securing of reservations for transportation, accommodations, tours and/or other arrangements for the retail clients and the various owners and contractors referred to as suppliers. The suppliers are independent contractors and not agents for, employees, partners, or joint ventures of India by Design (aka Vacation by Design aka Comprehensive Training Solutions).

The suppliers are responsible for providing the travel services purchased. The travel agents do not own, manage, control, or operate any transportation, vehicle, hotel, insurance company, tour, or any other service classified as a supplier. I consent to and request the use of those suppliers and agree not to hold India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) responsible should any of these suppliers: 1) fail to provide the travel services I have purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes me any sort of injury, damage, delay or inconvenience.

As an agent; India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) is not liable for loss, damage to person(s), property, or otherwise in connection with any supplier services relating directly or indirectly from any acts of God, dangers, breakdown, disturbances, delays, cancellations, unsafe conditions, weather or health hazards, or other acts or conditions beyond our control including travel; neither shall India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) be responsible for loss or damage resulting from insufficient or improperly issued passports, visas or other documents. I understand that if traveling internationally, I must have a valid passport, and depending upon my destination and nationality, I may need to obtain one or more visas. A valid passport is typically one that has validity for a minimum of six months after the return date. India by Design (aka Vacation by Design aka Comprehensive Training Solutions) is neither responsible nor liable for defaults of suppliers or any other person or company not directly under its control, including the supplier's decision to withdraw and/or cancel a tour for any reason.

Arbitration Clause – Any unresolved dispute or controversy arising under or in connection with the services provided by India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) shall be settled exclusively by arbitration, conducted before the American Arbitration Association of California in accordance with the rules of that body. The arbitrator shall not have the authority to add to, detract from, or modify any provision hereof nor to award punitive damages to any injured party. A decision by the arbitrator shall be final and binding. Judgment may be entered on the arbitrator's award in any

court having jurisdiction. Each party shall be responsible for the respective fees and expenses of their legal representation and the costs of arbitration shall be shared equally.

Forum Selection Clause – Legal proceedings against India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) may be instituted only in a state or federal court within the State of California, and any claim involved in such proceedings shall be decided in accordance with the laws of the State of California. Any legal proceeding against India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS) must be commenced within one year from the occurrence of the fact or set of facts giving rise to the dispute. Neither the Operator nor any affiliate shall, in any case, be liable for anything other than compensatory damages, and you hereby waive any right to punitive damages.

Client Responsibilities & Acceptance – Upon receipt of my travel itinerary, invoice, documents, and/or tickets I understand that I must contact my Travel Consultant with any discrepancies immediately. India by Design, aka Vacation by Design aka Comprehensive Training Solutions (CTS), believes the times, dates, cities, hotels, cars, cruise, rail, etc. as listed on my itinerary are as I have requested.

I choose to accept the accompanying terms and conditions. As the lead contact for this reservation, I hereby also accept the stated payment terms and conditions on behalf of other travelers in my group.

Signature

Name

Date

Every effort has been made to accurately produce the information on this site. We reserve the right to correct errors.

(last updated on 6/02/2023)