



## **Multi-Day Tour Terms & Conditions**

### **1. Your Contract with Reality Tours and Travel**

Reality Tours and Travel accepts bookings subject to the following conditions:

Deposit payment is deemed to be confirmation that the client has read and accepts the Reality Tours and Travel booking conditions. Clients booking through a travel agent or by telephone, fax, email or online will be deemed to have read the booking conditions and accepted them.

A booking is accepted and becomes definite only from the date when Reality Tours and Travel has confirmed acceptance by issuing an invoice. Errors or omissions on the invoice may be subsequently amended after advising the client in writing. It is at this point that a contract between Reality Tours and Travel and the client comes into existence.

Reality Tours and Travel reserves the right to decline any booking at our discretion. The contract is between Reality Tours and Travel and the client, being all persons named on the booking as travelling or intending to travel with Reality Tours and Travel.

The person making the booking (which is subject to these terms) warrants that he or she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions.

The contract, including all matters arising from it, is subject to Indian law and the exclusive jurisdiction of Mumbai's courts. No employee of Reality Tours and Travel other than the company CEO or a company director has the authority to vary or omit any of these terms or promise any discount, reward or refund.

### **2. Payments**

#### **a) Deposits**

For group tours a non-refundable deposit of 20% of the total booking value is required to secure a reserved place on the tour.

For any additional services offered such as airport transfers, pre/post tour accommodation or tour add-ons full payment is required upon booking to secure these services.

Full payment is required if travel is due to commence within 60 days.





## **b) Balance Payment**

The balance of all monies due, including any surcharges applicable at that time, must be paid not later than 60 days before departure.

In the case of non-payment of the balance by the due date Reality Tours and Travel will treat the booking as cancelled by the client and apply the appropriate cancellation charges if applicable.

## **3. Changes**

### *3a. Changes by You*

A change of departure date and/or tour to another must be requested in writing by the person who made the original booking.

Should the changes result in additional fees or charges to Reality Tours and Travel from suppliers then Reality Tours and Travel reserves the right to pass on those additional charges to the client. Or to apply an 'administration charge' accordingly.

Changes should be notified at earliest opportunity. If the change results in the cancellation of the tour in whole or in part then cancellation charges will be applied as applicable and detailed in Clause 4 below.

Whilst every reasonable effort will be made to accommodate changes and additional requests their availability can't be guaranteed.

### *3b. Changes by Us*

While Reality Tours and Travel will use its best endeavours to operate all tours as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or modify an itinerary or its contents due to prevailing local conditions.

Reality Tours and Travel reserves the right at any time either before or during a tour to cancel or change any of the facilities, services or prices described (including flights, transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

If a major change is known to us, the client will be told at the time of booking. If a major change becomes necessary Reality Tours and Travel will inform the client as soon as reasonably possible if there is time before departure.



The definition of a major change will depend on the individual tour and circumstances and is at the sole discretion of Reality Tours and Travel. When a major change is made the client will have the choice of accepting the change of arrangements, or within seven days notification of the change, notify Reality Tours and Travel of a change of tour required or wish to cancel the tour.

In the case of a client wishing to cancel a tour in such circumstances, the client will obtain a full refund, provided that the major change is not because of force majeure.

Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, disease, fire or adverse weather conditions, technical or maintenance problems with local transport or Reality Tours and Travel vehicles, changes imposed by cancellation or rescheduling of flights by an airline or main charterer, the alteration of airline or aircraft type, or other similar events beyond the control of Reality Tours and Travel.

Reality Tours and Travel is not liable for any penalty charges associated with non-refundable airfares, in the event of a change to a departure time, date or airport. All costs incurred due to force majeure, such as transport, communication, accommodation, food or other similar items will be passed to the client by way of local surcharges. See clause 6.

#### **4. Cancellation Charges**

The original deposit and cancellation charges will apply based on the departure date of your tour.

##### *4a. Cancellation by You*

The client may cancel the booking at any time provided that the cancellation is communicated to Reality Tours and Travel in writing. Written notification is essential even if verbal notification of an intention to cancel has been given.

Cancellation charges will be applied as shown below calculated from the day written notification is received by Reality Tours and Travel. In addition to the charges shown below all flights purchased in addition to or in conjunction with your tour are non-refundable and you will be liable for the cost of a new ticket if required.

The date used for calculating cancellation charges will be as follows:

- a) Tours - The date of departure of the tour, being based on Day 1 of the tour itinerary.
- b) Airport transfers, pre/post tour accommodation or add-ons - The date from which the service commences.





Cancellation charges will be based as follows:

Tours:

60 days or more: loss of non-refundable deposit only. Any additional monies refunded.

59 - 31 days: 50 per cent of total booking cost.

30 days or less: 100 per cent of total booking cost.

Airport transfers, pre/post tour accommodation and add-ons:

60 days or more: 50% refund applicable

59 - 31 days: No refund will be applied.

In addition to the above cancellation charges, the full insurance premium is also payable in the event of a cancellation by the client. If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges.

No refunds will be made for any included accommodation, transport, sightseeing, meals or services not utilised during the tour itinerary.

#### *4b. Cancellation by Us*

Reality Tours and Travel reserves the right to cancel a tour in any circumstances but, except for force majeure or the client's failure to pay the final balance or one of the conditions detailed in Clause 5, will not cancel a tour less than 28 days before departure.

Unless the client fails to pay the final balance Reality Tours and Travel will, upon cancellation, return all monies paid excluding payment for travel insurance and administration charges or offer an alternative tour of comparable standard.

### **5. Guaranteed Departures and Minimum Numbers**

Reality Tours and Travel sets its own minimum numbers for group tours based on logistics and will operate tours once minimum numbers have been reached.

In addition, a number of departure dates have been designated as guaranteed. These group tours will generally operate regardless of whether minimum numbers have been achieved unless it is for safety or operational reasons.





Reality Tours and Travel's minimum numbers will vary for each tour, typically being between 2 and 4 passengers. Clients will be notified upon booking if a tour is not yet guaranteed.

Where minimum numbers have not been achieved on a given departure that has not been designated as guaranteed, Reality Tours and Travel may choose to either operate the group tour with below minimum numbers or cancel the group tour and pay compensation as follows:

More than 30 days: A full refund of monies paid but no further compensation.

29 - 14 days: A full refund of monies paid and a 5 per cent discount should there be another tour available the client wishes to transfer to.

13 days or less: A full refund of monies paid and a 5 per cent discount should there be another tour available the client wishes to transfer to.

**Notes:** Discounts referred to here apply only to group tours cancelled as a result of failure to achieve minimum numbers. A replacement tour may be any multi-day regional tour offered by Reality Tours and Travel up to the value of the original group tour booked.

## 6. Prices and Surcharges

All prices published in printed brochures and other printed media are "from" prices only and may vary from time to time due to exchange rates, operational costs or travel seasons or years.

Correct prices are published on the Reality Tours and Travel website and are valid at the time of booking. No refunds are payable if the price is subsequently reduced and all prices may be subject to surcharges as set out below.

Reality Tours and Travel reserves the right to increase the tour price and / or charge local payment to take account of the following items: increased entrance charges, government action, currency, operations costs, transportation costs, including the cost of fuel, over flight charges, airport charges and increases in scheduled airfares.

Reality Tours and Travel will not surcharge if the increase is less than 2 per cent of the tour price. Reality Tours and Travel may apply the full costs of a surcharge if the increase is 2 per cent or more of the tour price.

If the surcharge results in an increase of more than 10 per cent of the tour price the client may cancel the booking within seven days notification of the surcharge and obtain a full refund.

The above conditions do not apply in the following circumstances:

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1/26 Unique Business Service Centre, Akber House, Nowroji Fardonji Rd., Colaba, Mumbai 400039

 (+91) 9820822253

 [info@realitytoursandtravel.com](mailto:info@realitytoursandtravel.com)

 [www.realitytoursandtravel.com](http://www.realitytoursandtravel.com)



a) In the event of local flight cancellations, overbooking or rescheduling of departure days and times, Reality Tours and Travel reserves the right to pass on any extra costs to the client. In such cases, the client will have the choice to wait for the next available scheduled flight and miss some tour services included or pay any additional costs associated with upgrades or chartering aircraft as a substitute by way of local surcharges.

b) Increases in entrance charges to tourist sites and associated operating costs which will be passed to the client by way of local surcharges as the increases occur.

c) Fuel surcharges due to increases in fuel costs for Reality Tours and Travel vehicles may be applied and invoiced in advance of your departure if there is adequate time to do so. Fuel surcharges may only be known within a limited time before the departure date and are dependent on world and local fuel prices. Any fuel surcharge applied must be paid in full either in advance or by way of local surcharges as advised, failure to pay will result in the client being prevented from joining the tour without refund.

## **7. Travel Insurance**

Travel insurance is mandatory for all clients travelling with Reality Tours and Travel. Clients together with their personal property including baggage are at all times solely at their own risk.

Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the tour and loss of tour monies through cancellation or curtailment of the tour for insurable reasons.

Reality Tours and Travel does not directly offer an insurance policy. All clients should ensure they have taken out adequate personal insurance prior to their joining the tour.

Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. Proof of adequate insurance will be requested at the start of your tour, failure to provide this will result in the client being prevented from joining the tour without refund.

## **8. Passports, Visas and Vaccinations**

It is the responsibility of the client to be in possession of a valid passport, visa permits, vaccinations and preventative medicines as may be required for the duration of the tour.





Information about these matters or related items is given in good faith but without responsibility on the part of Reality Tours and Travel.

## **9. Age, Fitness and Participation**

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described by Reality Tours and Travel.

Clients are also expected to accept that the tours described constitute “Adventure Travel” and that travel to and facilities in developing countries will not be to similar standards which they may be accustomed to at home. We do not provide luxury travel.

Minors (those under 18 years of age) may be accepted on tour provided they are accompanied by their parent or guardian who accepts full responsibility for them.

Reality Tours and Travel reserves the absolute right to decline a booking at their discretion. Clients agree to accept the authority and decisions of Reality Tours and Travel’s employees, tour guides, and agents whilst on tour with Reality Tours and Travel. If in the opinion of such person the health or conduct of a client before or after departure appears likely to endanger the safe, comfortable or happy progress of a tour the client may be excluded from all or part of the tour.

In the case of ill health Reality Tours and Travel may make such arrangements as it sees fit and the associated total costs of these arrangements including expenses of Reality Tours and Travel must be paid for by the client.

If a client is excluded as above or chooses to leave of their own free will or leaves due to ill health or any other reason there will be no refund of the tour price, add-ons, surcharges, local payment or any local surcharges. All services forming part of the tour booked will be forfeit though may be recoverable through your travel insurance in some circumstances.

## **10. Local Laws**

All participants in tours operated by Reality Tours and Travel are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve Reality Tours and Travel of all obligations that they may otherwise have under these booking conditions.

## **11. Illness or Disability**

Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and



make arrangements for the provision of any medication or other treatment which may be required during the tour.

Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the tour in which case all monies paid will be forfeit.

## **12. If you have a Complaint**

If the client has a complaint about any of the tour arrangements the client must bring it to the attention of the tour guide or other representative of Reality Tours and Travel at the time so that they may use their best endeavours to rectify the situation.

It is only if Reality Tours and Travel is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from Reality Tours and Travel being extinguished or at least reduced.

Should the problem remain unresolved a complaint must be made in writing to [info@realitytoursandtravel.com](mailto:info@realitytoursandtravel.com) within 28 days of the completion of the tour or all claims for compensation will be forfeit.

Reality Tours and Travel will endeavour to acknowledge correspondence within 14 days of receipt, and to provide a detailed response to any letter of complaint within 28 days of receipt.

## **13. Our Responsibilities**

The tours operated or supplied by Reality Tours and Travel have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal "package travel". All bookings are accepted on the understanding that such risks and hazards are appreciated by the client and that they undertake all tours, services, treks, optional excursions and other activities at their own volition.

a) Where the client does not suffer personal injury

Reality Tours and Travel accepts liability should any part of the tour arrangements booked with Reality Tours and Travel not be supplied as described and not be of a reasonable standard. In such a case, Reality Tours and Travel will pay reasonable compensation if the tour arrangements had been adversely affected but will pay no compensation if there has been no fault on the part of Reality Tours and Travel or its suppliers.





No compensation will be considered if the reason for the failure in the tour arrangements was due to force majeure, the client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by Reality Tours and Travel or its suppliers even if all due care had been exercised.

b) Where the client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with Reality Tours and Travel.

Reality Tours and Travel accepts responsibility unless there has been no fault on Reality Tour and Travel's part or its suppliers and the cause was due to force majeure, the client's fault, the actions of someone unconnected with the tour arrangements or one which neither Reality Tours and Travel nor its suppliers could have anticipated or avoided even if all due care had been exercised.

These conditions are issued on the sole responsibility of Reality Tours and Travel and have been compiled with reasonable care. They are not issued on behalf of, and do not commit any airline whose flights form part of the arrangements. Where air travel on inclusive tours is provided by scheduled carriers, their responsibility is limited in accordance with their conditions of carriage.

#### **14. Optional Excursions and Activities**

Reality Tours and Travel and our tour guides and representatives may provide you with information (before departure and/or on tour) about optional activities and excursions which do not form part of your pre-booked holiday arrangements and which are available in the region you are visiting.

Reality Tours and Travel has no involvement in any such activities or excursions which are not run, supervised or controlled in any way by us. They are provided by local operators or other providers who are entirely independent and they may or may not have their own public liability insurance. They do not form any part of your contract with Reality Tours and Travel even where we suggest particular operators / providers and / or assist you in booking such activities or excursions in any way.

Where a tour guide or representative collects payment for, attends and /or completes, or otherwise assists in booking any such activity or excursion for you, we and the tour guide or representative act solely as a booking agent for the local operator or provider of the activity or excursion with whom you will have a direct contract. The local operator / provider's terms and conditions will apply.



We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 13 of our booking conditions will not apply to them.

We do not guarantee that any optional activity or excursion mentioned in our brochure, on our website or elsewhere will be available to book during your tour and / or will operate as advertised as these services do not form part of our contract and are not under our control. They may not be available for various reasons.

Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such activity or excursion or if the activity or excursion does not operate as advertised.

### **15. Flight Bookings Outside of Tour**

Reality Tours and Travel do not offer additional flight arrangements outside of those included within a tour as part of the itinerary. As such Reality Tours and Travel are neither liable nor a primary point of contact for any issues arising out of international or domestic flights to or from the tour destination.

### **16. Brochure / Website / Advertising Material Accuracy**

The information contained in our brochure, on our website and in other advertising material is believed correct to the best of our knowledge at the time of publication. Errors may occasionally occur and information may subsequently change, therefore please ensure you check all details of your chosen tour with us or your travel agent at the time of booking. Reality Tours and Travel can not be held responsible for any error, omission or unintentional misrepresentation that may appear in the brochure, on our website or in other advertising material.

### **17. Privacy Policy**

In order to process bookings Reality Tours and Travel is required to collect certain personal details from you. These details will usually include the names and addresses of party members, credit / debit or other payment details and special requirements such as those relating to any disability or medical condition that may affect the holiday arrangements. We take full responsibility for ensuring that proper security measures are in place to protect your information.

We must pass some information on to the relevant suppliers of your travel arrangements (airlines, hotels, transport companies etc.). The information may also be provided to security or credit checking companies, public authorities such as customs / immigration if required by them, or as required by law.



Once you have travelled with Reality Tours and Travel, you will be asked to complete a client questionnaire where we will collect details about you and the tour you travelled on. You may also be asked to review your tour on trusted review websites or we may share these reviews with trusted review websites on your behalf.

**Social Media:** If you make use of any Reality Tours and Travel social media features, either on our website, an App or otherwise through a social media provider, we may access information about you via that social media provider in accordance with their policies. When using a social media feature and if you have chosen to include it in your social media account, we may access information such as your name, profile picture, gender, birthday, email address, town or district and any other information you have chosen to make available.

Depending on the privacy settings of you and your friends, we may access information that you provide to a social media provider regarding your respective locations (“Location Data”) to provide you with relevant content. Please note that your Location Data may also be shared with your friends on a social media provider in accordance with your privacy settings for that social media provider. We may also access information from social media providers about your use of an App that we run on their website.

**Photographs, Video & Testimonials:** Any image or video taken by any person during your holiday that contains your image or likeness may be used by Reality Tours and Travel for promotional and marketing purposes without charge in all media including but not limited to brochures, website and social media channels. Written feedback supplied to Reality Tours and Travel may also be used in print and online for marketing and advertising purposes. Additionally any photographs, video and text sent to Reality Tours and Travel must be the client’s own and by sending it, the client agrees that Reality Tours and Travel can use it for advertising and marketing purposes.

Except where expressly permitted by the Data Protection Act 1998, Reality Tours and Travel will only deal with the personal details you provide as set out above unless you agree otherwise. We may make contact with you or members of your holiday party by post, email, social media or telephone for the purposes set out. We will also use your information to inform you of offers in the future or to send you brochures. If you do not wish to receive such approaches in the future then please let us know as soon as possible. If we do contact you by email about our new brochures or special offers, you will also be able to unsubscribe yourself from our database at this time. Reality Tours and Travel will assume that you do not object to being communicated with unless you have previously opted out or contacted us.

## **18. Travel Advice**

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1/26 Unique Business Service Centre, Akber House, Nowroji Fardonji Rd., Colaba, Mumbai 400039



(+91) 9820822253



info@realitytoursandtravel.com



www.realitytoursandtravel.com



Reality Tours and Travel agrees to take all due care and attention of any travel advisory notifications and notify clients accordingly. Reality Tours and Travel agrees to monitor any developments with regards to the safety of their clients.

Reality Tours and Travel reserves the right to cancel, amend or continue the operation of a tour based on the latest information of official advisory bodies such as, but not solely restricted to, the Ministry of Tourism in India and the United Kingdom's Foreign and Commonwealth Office. It is the decision of Reality Tours and Travel alone whether to continue the tour in such circumstances. No refunds will be given to any clients who choose to cancel their tour contrary to any decision by Reality Tours and Travel.

#### **19. Reality Tours and Travel Pvt Ltd**

Reality Tours and Travel Pvt Ltd is incorporated in India with limited liability.  
Registered office: Flat 202 2nd Floor, Jagannath Apts, Belapur Road, Digha, Navi Mumbai, 400708

#### **20. Reality Tours Consulting Ltd**

Reality Tours Consulting Ltd is a limited company set up in the UK to receive monies from some of Reality Tours and Travel's customers. Where payment is made by you to Reality Tours Consulting, the terms and conditions in this contract remain the same, with Reality Tours and Travel being the principal other agent.

Registered office: Pinner, Astley, Stourport, DY13 ORJ, UK  
Company Number 08918066.

