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## TERMS & CONDITIONS

The Terms & Conditions below apply to all bookings made on our Website.

The following terms and conditions ("booking conditions") form the basis of your contract with Acme Tours and Travels Pvt Limited. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these terms and conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires and "lead name" means the person who makes the booking. "We", "us" and "our" means **Acme Tours and Travels Pvt Limited**.

### **BEFORE YOU BOOK: CHOOSING YOUR HOLIDAY**

We hope that your Acme Tours holiday will live up to your expectations so it is very important that you choose the right holiday and our staff is there to advise and give you their professional opinion.

### **HOTEL GRADINGS**

Choosing the right hotel can be a dilemma, especially when travelling to long haul destinations and whilst most hotels have official star ratings locally, in some cases official ratings cannot always be relied on.. For example city hotels which often cater for business as well as leisure travellers may well have generally higher standards than a beach resort hotel where the whole atmosphere will tend to be more relaxed. It is important to read carefully the individual hotel descriptions.

### **TWIN OR DOUBLE ROOMS**

Accommodation in all hotels, regardless of the rating, is in standard rooms (sometimes named superior/deluxe) based on twins or doubles unless otherwise stated.

### **TRIPLE/QUAD ROOMS**

A third or fourth person sharing a room either shares existing beds or has an extra bed (which may be of camp-bed style) placed in a double/twin room. As conditions may be cramped you may wish to consider booking two rooms. Where we offer 'free child accommodation stays' at many of our hotels, these are generally based on sharing existing beds in the room. If you require a separate bed, you must advise us at the time of booking, as there may well be a charge added to your booking, or this charge may be payable locally. Any meal plan charges will still apply.

### **MINIMUM STAYS**

Minimum stays are required at certain hotels for certain periods. Where applicable these will be advised at time of booking.

### **BOOKING A ROOM FOR EARLY ARRIVAL OR LATE DEPARTURE**

Generally hotel rooms will be available between approximately noon and 3pm, and are to be vacated between 10 am and noon, irrespective of your arrival or departure times, unless we have stated otherwise. Should you wish your room to be ready prior to noon on your day of arrival or available after 10 am for an afternoon or evening departure, it is possible to reserve the room at the time of booking at a cost no greater than the extra night price Please contact us for further details if required.

### **TOURS - GENERAL HEALTH REQUIREMENTS**

Most of our tours are not suitable if you have any disability or have reduced mobility (including being confined to a wheelchair). Therefore, in the interest of safety and comfort for all groups as a whole, you must be fit enough to participate or alternatively you must have an able bodied carer to assist you in the tour.

### **ALL INCLUSIVE & HOTELS FOR COUPLES**

Some hotels specified 'for couples' cater for mixed sex couples only. We recommend that if you are a 'same sex' couple, you thoroughly research your chosen hotel/destination before you book, to ensure it is suitable. Hotels often place restrictions on restaurants and meal arrangements. All Inclusive does not necessarily mean that unlimited food and beverages are available 24-hours a day. Individual hotels operate different policies and full details will be provided locally.

### **PUBLIC HOLIDAYS**

India, Sri Lanka, Nepal and Maldives have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays such as Ramadan, which affects many Muslim countries may result in a reduction of facilities and entertainment. Others are somewhat chaotic but great fun to be a part of. We suggest that you take this into consideration when selecting your departure date.

Various events are organised in most towns throughout the season, and we therefore suggest that you thoroughly research your chosen area before booking.

### **OTHER HOTEL GUESTS**

Many hotels, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. The hotels we feature are shared with guests from many countries with different cultures and customs. We have no control over the acceptance of bookings at the hotels we feature other than our own. We are therefore unable to accept any responsibility for any inconvenience caused by such groups or their activities.

### **HOLIDAY SEASONS**

Most of the destinations we feature are available all year round. Some do have quieter 'off peak' periods when you can take advantage of un-crowded beaches and a more personal attention from hotel staff at excellent prices. At this time it

may be necessary for hotels to scale down the size of some of their facilities, such as restaurants, to match demand. Similarly, during peak periods hotels experience full occupancy which may result in a livelier atmosphere and slower service in busier facilities.

### MEALS

Meals if included are based on table d'hôte menus, or a meal voucher system unless specified otherwise in the text. Holidays which include main meals generally commence with dinner on the day of arrival at your hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. All inclusive packages generally finish at check-out time on your day of departure between 10 am and noon. After this time, payment for any additional meals must be made direct to the hotel. No refunds on meals not taken can be given. Special diets of any kind (including vegetarian) can seldom be catered for adequately within the constraints of a table d'hôte menu and cannot be guaranteed. We would therefore strongly recommend that anyone with special requirements takes a holiday where no meals (or only breakfast) are included and simply buys the most acceptable dishes from the à la carte menu available locally. Where breakfast is included this will more commonly be continental breakfast, although full breakfasts are provided at certain hotels. Please ask at the time of booking if this is important to you. Supplements shown in our quotations for optional meal plans offer you the opportunity of being able to budget for extra costs before you go. In some cases you may find the cost of the meal cheaper locally, however we regret that it will not be possible to refund the difference either during or after your holiday. Pre booked meals may be subject to dining in the main restaurant only and on occasion it may be necessary to be seated with other hotel guests. If you have paid a half board supplement it may be possible in some hotels to ask for a credit from the table d'hôte dinner to be used against a meal in an à la carte restaurant. However the value of the voucher will generally be considerably less than the half board supplement included in your holiday price.

### FLIGHT SEAT REQUESTS, DOMESTIC AIRLINES & AIRCRAFT

We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. Acme Tours has no control over the allocation of seats by the domestic airline and even if a request has been made with the airline to pre-book seats, no guarantee can be made that they will still be available on departure. The provision of particular seats does not constitute a term of your contract with us. Please note airlines operate both older and more modern aircraft within their fleet. We regret we cannot guarantee the type of aircraft you will travel on as this may be subject to change and general availability. Although some airlines offer the facility to book seats online, this is not always possible when booking a holiday through us.

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. We do this by listing carriers to be used or likely to be used on the relevant brochure pages and/or your holiday confirmation invoice. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

### SPECIAL REQUESTS

Where a special request, e.g. diet, room location, twin or double bedded room, a particular facility at a hotel, flight seat requests and/or particular meals etc. is an important factor in your choice of holiday, you must advise us when the booking is made. We are happy to pass your request on to the hotel, airline or other supplier but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

### IF YOU HAVE A DISABILITY OR MEDICAL CONDITION WHICH MAY AFFECT YOUR HOLIDAY

If you have any medical condition or disability which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any significant change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

Acme Tours comprehends fully the rights of disabled persons and persons with reduced mobility when travelling delighted to offer assistance to disabled persons or persons with reduced mobility provided that we are given full information about your specific requirements at the time of booking.

### WEATHER

World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

### BOOKING & PAYING FOR YOUR HOLIDAYS

#### YOUR COMMITMENT TO US

When you wish to confirm a holiday booking you must pay a deposit of 25 % of invoice, or any higher deposit which applies to your holiday.

The deposit will only be refundable as set out in these booking conditions. Please note some airlines have certain ticketing deadlines and these may affect any cancellation charges. Cancelling your holidays: When you make a booking, the lead name confirms that you understand and have accepted these booking conditions and our Information which forms our booking conditions by the way of emails or any other way of written communications. We reserve the right in our absolute discretion to refuse to accept any booking without necessarily specifying a reason. For bookings full name of all passengers travelling must be sent to us. We will therefore ask you at the time of booking to provide us with your first forename (as shown in your passport) as well as your title and surname. When booking your holiday, if you wish to make a modification, there will be possibly a surcharge and it will be charged. If we have to make a special request for alternative or extra space, an administration fee of 15 € or an equivalent currency per booking will be charged. Additional services will be quoted for upon request. We accept various methods of payment, however please note that if you choose to pay by credit card, there will be a charge levied. You can of course opt for an alternative method of payment ie by bank transfers

#### OUR COMMITMENT TO YOU

We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence, we reserve the right to increase or decrease, and correct errors in and to change any of the information contained in this brochure. Changes will be made known to you at the time of booking. The prices we advertise are based on specially negotiated airfares to be booked in a specific airline booking class. At the time of booking, if there is a lack of availability in the specified class on any domestic flight, we will endeavour to secure seats for you in an alternative economy class and you will be told the amount of the applicable flight supplement / higher deposit before you book. A booking is not accepted until we issue an invoice. The date shown on the invoice, which will be sent to you is the date of booking. It is important to check the details on the invoice when you get it. If any details appear to be incorrect or incomplete, please contact us immediately as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. Once your booking is confirmed, you will be given a reference number. Your booking reference is also used as your unique password. It is important that you do not give your reference number to anyone or it will allow access to view, amend or cancel your booking via our website.

#### PEAK SEASON SUPPLEMENTS

During peak periods such as Christmas, New Year and Easter when demand outstrips the supply of airline seats and accommodation, you may find that supplements are added to the cost of your holiday. The supplements may be for certain holiday departures and/or accommodation on specific dates. They do not necessarily indicate that additional services such as Gala dinners will be provided. The cost of these supplements will be quoted to you at the time of booking. 'From Prices' Acme Tours offers you the flexibility to create your own holiday from the range of accommodation and services available. Because of the wide choice, it is not possible to list every price on every date. A 'from' price is indicative of the lowest price available for the hotel or itinerary featured but this may vary depending on a number of factors such as your date of travel and choice of accommodation. To help you in choosing a holiday which is tailor made by us to your requirements, please call our Sales team at 00911125743210 or Email at [acmedel@vsnl.com](mailto:acmedel@vsnl.com) , for further information about services and prices.

#### PAYING FOR YOUR HOLIDAY

After your booking is taken and a deposit received, a confirmation invoice will be sent to you detailing the total cost due. Full payment must be received not less than 35 days before departure. If we have not received full payment at least 61 days before departure, we reserve the right to treat your booking as cancelled by you and forfeit your deposit by way of cancellation charges. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges depending on the date we reasonably treat your booking as

cancelled. If you make a holiday booking within 35 days of your departure date then you must pay the full cost of the holiday at the booking stage. All money paid by you for your holiday will be held by us.

#### **PRICING ERRORS**

Whilst we endeavour to ensure that the most up to date and correct prices in our quotations or shown on our website there may on occasion be an incorrect price shown, due to an unfortunate error. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible. We must reserve the right to cancel the booking if you do not wish to accept the price which is actually applicable to the holiday in which case, you will be given the choice to amend your booking to an alternative holiday, at the correct price.

#### **INSURANCE**

It is important that you have insurance cover and that it is adequate and suitable for your particular needs, require medical/any other form of assistance whilst on holiday you will not be covered and you in turn may incur significant costs.

#### **TRAVEL INFORMATION & DOCUMENTS**

You should receive with your invoice a copy of our destination information covering the area/s you are visiting and general information. We strongly recommend that you read these. All vouchers for hotels etc you shall receive upon arrival at our destinations

#### **IF YOU WANT TO CHANGE OR CANCEL YOUR HOLIDAY CHANGES OR ADDITIONS TO YOUR HOLIDAY**

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking. If it is possible to make the change, it will be subject to an administration charge of 50 Euros or equivalent currency per booking, and payment of any further costs incurred as a result of the change.

#### **CANCELLING YOUR HOLIDAY**

If you or anyone on your holiday booking decides to cancel the holiday, the lead name must notify us of the decision as soon as possible. Any notification by telephone must also be confirmed in writing or by e-mail within 24-hours by the lead name. Cancellation will take effect from the day we are notified provided that written confirmation is received by us within 24-hours of the original notification. A cancellation invoice will be sent to you within 7 days, if you do not receive this please contact us immediately in order to prevent an increase in charges. Period prior to departure notice Cancellation charge per person cancelling of cancellation is received by us.

N.B. In certain cases the airline may have applied certain ticketing deadlines to your booking and this may result in higher cancellation charges, so please enquire for details at the time of booking.

We would strongly recommend that you take out appropriate travel insurance which provides cover against loss of deposit or cancellation fees. If you have taken advantage of an airline offer as detailed on the relevant page and paid a higher deposit, the cancellation charge payable by you will be the higher of this deposit or the appropriate cancellation charge detailed above.

#### **IF WE WANT TO CHANGE OR CANCEL YOUR HOLIDAY**

We rigorously check the information given in our brochure about accommodation, resorts, itineraries etc., to ensure it is correct to the best of our knowledge at the time of going to press. However, as brochures are prepared well in advance, advertised descriptions and facilities may change before and after you book. Please check the up to date position at the time of booking. Please bear in mind that hoteliers, restaurateurs, night club owners etc., may wish to maintain or improve their facilities, or even take a break themselves. Flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Tour, excursion, cruise or safari itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised in our brochure. When we are told of any significant or long term changes we will always endeavour to advise you prior to your departure.

#### **BUILDING & DEVELOPMENT WORK**

Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible tour operator, it is important to us that you are aware of any significant building/refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but

if we are informed of such work where this can reasonably be expected to have an effect on your holiday, we will endeavour to notify you of it as soon as possible, however near to your departure this may be.

#### **Flight Changes**

The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Scheduled and charter flight timings, and days of operation are subject to change. We will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Should the changes involve a reduction in the duration of your holiday, we will offer you a refund of any applicable costs. Any change in the identity of the airline, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

## IF WE CHANGE OR CANCEL YOUR HOLIDAY BEFORE YOUR DEPARTURE

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking.

We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, occasionally, changes are significant.

A significant change includes a change of accommodation to that of a lower category and/or price for the whole or a major part of your time away, a change of flight time of more than 12 hours, or a significant change of resort area. Similarly, we do our best to avoid cancelling holidays but we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of "force majeure" as defined below or lack of minimum numbers. We will not cancel after this date for any other reason. Please note, some of our holidays require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday has not been received, we are entitled to cancel it.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper; or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.
- (d) If we have to make a significant change or cancel we will, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except where otherwise stated), type of aircraft (if advised) or destination airport will all be treated as minor changes.

## CANCELLATION POLICY

Date of cancellations ( Working days)	Cancellation policy on
More than 30 days before arrival	25%
More than 30-21 days before arrival	40%
More than 20-15 days before arrival	60%
More than 14-8 days before arrival	75%
7 days and less days before arrival	100%

## CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event or circumstances which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether

actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire and other situations which are outside our control.

## IF WE CHANGE YOUR HOLIDAY ACCOMMODATION

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available we will refund the difference of the brochure price between the accommodation booked and that available.

## IF WE CURTAIL YOUR HOLIDAY AFTER DEPARTURE

Very rarely, we may be forced by "force majeure" to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## WATER/ELECTRICITY SUPPLIES

In many of the less sophisticated destinations we feature, the water and electricity services struggle to keep up with the increased demands from tourism. Limited rainfall can put further pressure on their provision. Hotels do everything possible to maintain full services. However, occasional power cuts and/or water restrictions may be experienced.

## ACCOMMODATION IN THE TROPICS

In many hotels, especially beach resorts 'insects' in the rooms (eg. cockroaches etc) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply a fact of life in these destinations. Views from some hotel rooms may be partly obscured by palm trees and other vegetation that can grow very quickly in tropical climates.

## WATERSPORTS & OTHER ACTIVITIES

Many hotels offer water sports and other sporting activities, in some cases these may be free of charge. Please note that in the interest of your personal safety, the operators of these activities may require that you demonstrate your competence (for example a swimming test) prior to commencement and reserve the right to refuse participation for any reason if they feel this may compromise your or another guest's safety.

## BEHAVIOUR

Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, other person in authority, your behaviour is causing or is likely to cause danger, upset or damage to property or is persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid and we will have no further responsibility for your holiday arrangements (including any return travel).

## PERSONAL BELONGINGS AND LOST ITEMS

For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances, as well as basic essentials such as a change of clothing and toiletries. It can be easy to lose items but it is your responsibility to look after your property at all times and end you must ensure you are adequately covered by comprehensive insurance. If you lose any personal items whilst on holiday, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return.

## IF YOU HAVE A COMPLAINT WHILE YOU ARE ON HOLIDAY

If you have cause for complaint whilst on holiday, you must bring it to the attention of our office: **Telephone:** 00 91 11 25 73 15 68 **E-mails:** [acmedel@vsnl.com](mailto:acmedel@vsnl.com) and the hotel immediately. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

## CONSERVATION

It is becoming ever more important to conserve the world's natural resources, its landscapes, flora and fauna. Someone coined the phrase 'Take only photographs; leave only footprints' and a number of countries now use this to promote conservation. It would be hard to improve on this statement.

## OUR COMMITMENT TO YOU FOR YOUR HOLIDAY ARRANGEMENTS

- (a) We promise to make sure that the holiday arrangements we have agreed to make perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable

skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). (b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (b) - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or  
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or  
- 'force majeure'
- (c) For claims which do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is twice the price, the person affected, paid for their holiday (not including amendment charges). We will only have to pay this maximum amount if everything has gone wrong and you have received no benefit from your holiday. Where enjoyment of only some days has been affected, we will refund reasonable related expenses and pay a daily sum of compensation up to Euros 50 or equivalent currency per day per person affected.
- (d) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.
- (e) The promises we make to you about the services we have agreed to provide or arrange as part of our contract – and the laws and regulations of the country in which your claim or complaint occurred – will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.
- (f) Our suppliers (such as airlines, accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.
- (g) If we make any payment to you or any member of your party for death, personal injury or illness, you must give us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness and you must co-operate fully with us in seeking recovery of any payment we make.
- (h) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. Acme Tours has no control over such decisions, and is therefore unable to accept responsibility for them. Where, as a result of force majeure we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. You should have adequate travel insurance for your holiday and claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (d) where applicable.
- (i) Locally Booked Excursions/Activities Whilst you are away on holiday you may be offered the opportunity to buy optional excursions and activities. These are provided by independent local companies, which are neither owned nor controlled by Acme Tours, and for whom Acme Tours acts only as an agent (if we make a booking for you). If you decide to buy an excursion or activity, your contract will be made with the local company which provides it and it will not form part of your contracted holiday arrangements with us. The contract will be subject

to the excursion/activity provider's terms and conditions, some of which may exclude or limit its liability to you, and will be governed by local law and jurisdiction. Acme Tours accepts no liability for any breach of contract or act or omission of any excursion/activity provider. Some excursions/activities may contain an element of risk or require a good level of physical fitness, and, if in doubt, you should make direct enquiries with the local provider, before deciding to buy and check that you are covered by your travel insurance policy.

#### **CURTAILMENT**

If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

#### **ON RETURN FROM YOUR HOLIDAY QUESTIONNAIRE**

Your feedback is really important to us. At the end of your holiday, you will be given a questionnaire to fill in. We would like to know if you have had a great time or if you think the hotel or service has not been up to scratch. If you forget to fill in the paper version, you can always complete the questionnaire when you get home.

#### **IF YOU HAD A PROBLEM**

If a problem remains unresolved during your holiday, you should make a complaint in writing to Acme Tours within 30 days of the completion of the holiday. We will reply to you within 28 days of receipt of your letter.

#### **LAW & JURISDICTION**

We both agree that Indian Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") (except as set out below).