

International Policies

Itinerary

Accommodation and arranged sightseeing maybe subject to change at any time due to circumstances beyond Love Thy Nature's & Respective DMCs's & Respective DMCs control. Every effort will be made to operate tours as planned, but alterations may occur after the final itinerary has been issued. Love Thy Nature's & Respective DMCs also reserves the right to withdraw a tour or any part of it, to make such alterations to the itinerary or the tour inclusions as it deems necessary or desirable, and to pass on to tour members any expenditures or losses caused by delays or events beyond its control. In case of any appreciable variation in the tour price due to these circumstances, Love Thy Nature's & Respective DMCs reserves the right to make adjustments to the tour costs as necessary.

Special Requests

Specific requests should be advised at the time of booking. Please note that every effort will be made to secure special requests, however they cannot be guaranteed.

Baggage

Love Thy Nature & Respective DMCs provides handling of baggage only as specified in the quotation / itinerary. Baggage and personal effects are at the owner's risk throughout the tour and Love Thy Nature & Respective DMCs assumes no liability for loss or damaged baggage. Baggage insurance is hereby recommended.

Taxes & Gratuities

Hotel taxes as imposed by city and state governments are included. Airport taxes are included where specified in the itinerary. Gratuities for tour guides, drivers, porters, camp staff, ship crew and Tour Managers are not included and are at the discretion of the traveler.

Prices & Arrangements

The tour price includes handling and operational charges and is quoted based on the current rates of exchange and tariffs. Entrance fees as part of scheduled sightseeing tours are also included in this price unless otherwise stated. This price is subject to revision in line with significant changes in foreign currency, tariff rates, taxes etc.

Exclusions

The cost of obtaining passports, visas, excess baggage charges, items of a personal nature such as drinks, laundry, telephone calls, fax charges and excess baggage charges unless expressly included in writing, are not included in the tour price.

Photography

Love Thy Nature & Respective DMCs reserves the right to take photographs during the operation of any program or part thereof and to use them for promotional purposes. Travelers who prefer their images not be used are requested to keep the Love Thy Nature & Respective DMCs representative duly informed prior to final payment and they will be exempted from this photography waiver clause.

Registration

A non-refundable deposit of 10% is required at the time of booking for individual / FIT travelers. The balance is payable 30 days prior to arrival. If the reservation is made within 30 days of departure, the entire tour price must be paid at the time of confirmation.

Cancellation

The Agency is a booking agent for the accommodations, & is responsible up to the point of allotment of reserved room to the Guest(s). The Agency is not responsible for maintenance & upkeep of the accommodation rooms, food quality, or services provided by the accommodation. No Cancellation Request will be entertained in this scenario.

Claims & Refunds

Refunds are not made for any services not delivered/performed, except for verifiable extenuating circumstances when on tour. Please see our Love Thy Nature & Respective DMC's Responsibility clause below. For verifiable claims to be considered, they must be received in writing within a reasonable time frame before the termination of the program. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. Love Thy Nature & Respective DMCs is not liable for any claims that are not received within 30 days of the termination of your program. All claims for days missed while travelling should be made in writing within 30 days of the program.

Limits on Love Thy Nature & Respective DMC Responsibility

Holidays by Design (Pvt).LTD (collectively Love Thy Nature & Respective DMCs) its employees, shareholders, officers, directors, successors, agents and assigns, does not own or operate any entity which is to or does provide goods or services for your trip with the exception of a limited number of vehicles. It purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers and operators with a reputed service name in Specific International Destinations. All such persons and entities are independent contractors. As a result, Love Thy Nature & Respective DMCs is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, Love Thy Nature & Respective DMCs is not responsible for any personal injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection to the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, other labor force related activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transport mechanism to arrive or depart on time. There are many inherent risks in adventure travel of the type involved here, which can lead to illness, injury or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. Passenger assumes all such risks associated with participating in this trip.

In the event of a cancellation or material alteration to the trip as a result of the circumstances as described in this clause Love Thy Nature & Respective DMCs may in their sole and absolute discretion:

A) Offer the traveler(s) alternative travel arrangements or products of comparable standard as may be appropriate in the circumstances; or

B) If alternative travel arrangements or products cannot be offered by Love Thy Nature & Respective DMCs, Love Thy Nature & Respective DMCs will make a prompt proportional refund of monies paid by the traveler.

Love Thy Nature & Respective DMCs is authorized to charge a reasonable fee to cover the administration costs associated with providing alternative travel arrangements or products.

If a material alteration becomes necessary within 90 days of the departure date for any reason other than the circumstances described in this clause, Love Thy Nature & Respective DMCs will endeavor to offer comparable products or a full refund of all monies paid by the traveler(s).

Health Precautions

Please ensure that you consult your personal physician about anti malaria precautions and other inoculations and vaccinations before travel. Where applicable.

Travel Advisories/ Warnings

It is the responsibility of travelers to be informed about the most current travel advisories and warnings by referring to their respective government agencies announcements. In the event of an active State Department or government agency Travel Warning against travel to specific destination location(s) of the trip, should the traveler still choose to travel, notwithstanding any travel advisory or warning, the traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

Travellers Representation

Traveler(s) represent(s) that neither he nor anyone traveling with him has any physical condition or disability that could create a hazard to himself or other members of the tour. Love Thy Nature & Respective DMCs reserves the right to remove from the trip, at the sole expense of the traveler, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

Air Transporations

Airline operators will not to be held responsible for any act, omission or event occurring while passengers are not on board their aircraft. International air carriers are also subject to international air conventions limiting their liability.

Passport & Visas

Please note that passport holders are responsible for obtaining the required documentation applicable for entry to Specific International Destinations. Please note also that passports must be valid for six (6) months before departure and should also have sufficient blank pages for visas and immigrations stamps (if required). Love Thy Nature & Respective DMCs cannot be held responsible should you be denied entry to a country / entry port due to non-compliance with these requirements.

Travel Insurance

Love Thy Nature & Respective DMCs strongly recommend all clients take out comprehensive travel insurance prior to date of travel. This insurance should cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. Love Thy Nature & Respective DMCs cannot be held responsible for any costs arising from such loss or injury.

Arbitration Agreement

Any claim arising out of or relating to these Terms and Conditions, to the Limits on Love Thy Nature & Respective DMCs Responsibility clause, to the brochure, to any information relating in any way to the trip itself or to any products or services related to the trip, shall be settled in the first instance by binding arbitration in the applicable legal forum as detailed in clause 26 of these Terms and Conditions. In lieu of a personal appearance at arbitration the arbitration may be conducted by telephonic means. Arbitration is the exclusive forum in the first instance for dispute resolution and except as otherwise provided by statute, each party shall bear its own costs and expenses and an equal share of the arbitrator and administrative fees.

Applicable Law & Forum

This agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by the laws of Specific International Destinations. It is agreed between Love Thy Nature & Respective DMCs and the traveler(s) that all lawsuits against Love Thy Nature & Respective DMCs arising under, in connection with, or incidental to the tour shall be filed, if at all, in the courts of Kolkata, India to the exclusion of the courts.