

Terms and Conditions

There is no contract between NCS and the client until NCS has received the payment in accordance with the procedures laid down under payment terms and conditions and the client signs the Registration Form as per the Terms of NCS. The client will have to study, follow and abide by the terms and conditions of the respective products and absolve NCS of any claims for not understanding / reading the terms of NCS and absolve NCS any claims for not understanding / reading the same.

RATES

All the rates unless otherwise stated are per person in currency as mentioned on the relevant products. Airport taxes, fuel surcharges, port taxes, airfares and Service charges are not included in the cost otherwise specified.

BOOKING & DEPOSITS

Reservations can be made through your travel agent or the nearest NCS office by paying a deposit of Rs.5000 per person for all products mentioned in this brochure. All bookings are subject to availability and the applicable conditions for each product/service. This deposit will be adjusted against the total tour cost.

PAYMENT

All cheques / demand drafts must be made payable to **NCS Travels & Tours Pvt. Ltd.** Certain services are payable in foreign exchange from the BTQ. The PAN Card copy will be required when payments exceeding Rs.25000/- per person are made in cash. Payment by Credit Card for services payable in foreign exchange can only be accepted for Credit Cards issued outside India or against your signed Declaration of payment from your BTQ.

AMENDMENT

All bookings once confirmed as indicated in the booking form are not amendable. Transfer from one tour to another will be treated as cancellation and the relevant Cancellation charges will apply and a fresh booking will have to be made.

UNUSED SERVICE

No refund will be made for partially utilized/utilized services.

CANCELLATION & REFUNDS

If your visa is not granted by the issuing authorities, the cancellation fees below will apply. If circumstances make you cancel your tour, the cancellation must be intimated to us in writing. As per the booking conditions of the tour, we are constrained to levy the following cancellation charges per person.

When a Cancellation is made	Charges per person
21 days or more prior to the departure of the tour or for non payment of the balance amount.	Deposit Amount
20 to 8 days prior to the departure of the tour.	50% of Tour Price
7 days to the day of departure of the tour or NO- Show.	100% of Tour Price

NCS reserves the right to cancel any tour prior to departure without giving any reason and you will be fully refunded in Rupees and no compensations are payable.

TRAVEL DOCUMENTS

Obtaining passport and visas shall be the sole responsibility of the passenger, who hereby undertakes not to hold NCS liable under any circumstances whatsoever, for visas not applied for refused and /or delayed documents and /or entries to / from the countries visited, for sole responsibility to grant the travel documents rests and vests with the authorities concerned. Without prejudice to the above preceding cause, an express notice is given to all concerned by NCS that shall only assist passengers in securing and obtaining the necessary travel documents to the best of their ability.

INSURANCE

We strongly recommend that all our clients take travel insurance from NCS including- but not limited to cancellation, delays, loss of deposit, medical expenses, personal accidents, loss of baggage and personal effects. NCS makes it a condition that the client is fully covered by life, property and medical insurance policy without which NCS cannot be held responsible for any claims.

RESPONSIBILITY

All tour departures; itineraries flight and hotels are subject to change with or without notice as they are based on current schedules of transportation companies concerned. All prices are subject to increase based on revision in the fares and fluctuations in the exchange rates. In case of any increase, passengers will have to pay the difference. Timings of conveyance are subject to change and consequently may be revised at any time. The itinerary is subject to alternation before or during the tour with or without notice. NCS does not accept responsibility for losses and additional expenses, due to delays or changes in air, ships or other service, missed connections, sickness, weather, strike, quarantine or other causes whatsoever caused and all such losses and expenses caused must be borne by the passenger.

All arrangements for the tours are made by NCS in their capacity as agents only for and in the interest of the passengers, with respect to any air/land/sea transportation and hotel which may be included in the program, and as such, holds itself absolved of all liabilities for any injury, delay or damages from any undertakes to absolve NCS and /or its representatives from any legal claims. All services are subject to the conditions and regulations referred to in the time tables, books, bills and notices of the companies concerned on whose airlines, steamers, railways, coaches and other transportation the passenger travels and the firms and the companies concerned shall not be held liable for any loss, damage, injury, delay or detention caused whatsoever. All services & tours are subject to the rules & regulations of the Reserve Bank of India and Government of India and will operate as per the prevailing regulations & permissions being granted for such tours and services. The airlines concerned are not board their Planes and conveyances. The passage contract in use by the concerned when issued. Shall constitute the sole contract between the airlines and the purchased of such tickets. Any disputes arising out of / or in connection with the tours, are subject to Indian Laws and the courts in Kolkata alone shall have jurisdiction.

No person, other than the one authorized by NCS, in writing, has the authority to vary, add, amplify or waive any stipulation, representation terms or condition in the Brochure.

NCS shall in no circumstances whatsoever be liable to the client or any person Travelling for:

- Any death, personal injury, sickness, accident loss, delay, discomfort, Increased expenses, consequential loss, and or damage or any mis-adventure whatsoever caused
- Any, act, omission, default of independent contractor such as hotelier, hotel owner, of any airlines of shipping company, railway, ferryboat owner, operator, etc. Or any other person or by any servant or agent, employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the client or for any person traveling with him, howsoever caused.
- The temporary or permanent loss of or damage to baggage or personal effects howsoever caused, in this condition, the expression "howsoever caused" includes negligence on the part of any person except the negligence on the Part of NCS.

No liability on the part of NCS arising in any way out of this contract in respect of any tour, holiday, excursion facility, shall exceed the total amount paid or agreed to be paid for the additional expense whatsoever.

Each of these conditions shall be severable from the other and if any provisions shall nevertheless have full force and effect.

COMMUNICATION

The Communication directed at the address of the client as disclosed in the Registration Form shall be deemed to have been communicated to the client, Travel agent through whom a client books will act to relay information from client to NCS and vice versa. **NCS shall not be responsible for any error on part of such travel agent in this regard.**

FORCE MAJEURE

NCS shall not be responsible and /or liable for any damage caused to client due to reasons beyond the control of NCS (force majeure / vis majeure) no liability on thereof NCS arising in any way out of this contract, in respect of any tour, holiday, excursion facility shall / in no case include any consequential loss or additional Expenses whatsoever.

IMPORTANT

Each and every party / or passenger (hereinafter called client) shall deal with NCS on an express and specific condition and understanding that not withstanding any clause, Provision, custom or usage, NCS shall not be liable to in any manner whatsoever in connection with the documentation, baggage, registration, reservation, transportation, Insurance, accident, delay, cancellation, suspension, improper arrangements or any other eventuality. **The Client dealing with NCS shall be bound by this specific under-standing and shall not bring, make or raise any action, demand or claim against NCS or its employees. Directors and shall also indemnify NCS, if any claims made or action is brought by any party claiming through the client against it because of his dealing with dealing with NCS and shall always keep NCS and or its employees fully indemnified against any claims howsoever caused. No claim or complaint of whatsoever nature and or any claim for damages shall be entertained and or admitted for consideration lodged with the company beyond 7 days of end of our services. Whilst every effort has been made to ensure that the information contained in the NCS brochures is correct, NCS reserves the right to vary, amend, cancel, withdrawal change the operator or increase prices.**

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Passenger's Signature