

Booking Terms and Conditions:

1 – BOOKINGS AND PAYMENT

1.1. All bookings are handled by the Maharajah Driver team (by email or telephone). Bookings are finalised only upon payment and the completion and receipt of the Participant Information form.

1.2 Booking Confirmation, Deposit and Modes of payment:

a. Maharajah Driver will provide, via email, the Travel Itinerary, the Booking Confirmation document with our bank account and payment method details, and the deposit amount required to secure your booking plus the booking terms and conditions.

b. A deposit of 60% of the total amount of the booking must be paid by international bank transfer or online payment within 7 days of the issuance of the Booking Confirmation. If the deposit is not received by Maharajah Driver within this time, the booking may be cancelled without notice.

Caution: In India, a hotel reservation is confirmed only by making an advance payment to the hotel. We pre-reserve your first choice of hotel in each destination (subject to availability); these pre-reservations are generally valid for 8 days. Flight and rail availability is also limited on many of the popular sectors in India and tickets can only be confirmed with payment in full. We kindly request that you pay the 60% deposit quickly so as to give us the best chance of confirming your choice of hotels and transport sectors.

c. Maharajah Driver)receive the 60% deposit and confirm your reservations, you will receive an invoice showing the receipt of the deposit and the remaining balance (40%). Please be aware that international bank transfers can take between 48 hours and 15 days to process.

d. The outstanding balance of the invoice is to be paid to Maharajah Driver on your arrival in India.

e. Any delay in the payment of the deposit may result in the cancellation of your booking.

2 - TRAVEL INFORMATION

2.1. Passports and Visas

All travellers listed on the Participant Information form must be in possession of a valid passport and all relevant visas. It is your responsibility to ensure that you have valid travel documentation, including but not limited to passports and visas, which meet the requirements of immigration and other government authorities at every destination. Please refer to your nearest Indian Consulate for more information regarding visa requirements. If your itinerary includes travel to any other country besides India, please check on visa requirements for each country that you will visit. All passports require at least 6 months of validity from the planned date of departure from India. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility.

Attention: If your travel itinerary includes travel to India and any other country (Nepal, Bhutan, Tibet, Sri Lanka etc), you may require a multiple entry Indian Tourist visa. You will be required to present

your travel itinerary and documentation at the time of application for the visa. Maharajah Driver can provide you with the necessary travel documentation upon request.

2.2 Non Transferable. It should be noted that all travel documents issued are non-transferable. Such documents may include but are not limited to, airline tickets, hotel vouchers, tour vouchers, exchange orders or any other document used to confirm an arrangement with a service provider. Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date-changeable and subject to cancellation or amendment fees.

2.3. Health and Safety Information. Maharajah Driver advises you to regularly consult your country of residence's department of foreign affairs website. Here you will find any information pertaining to safe travel in India and its surrounding countries. Maharajah Driver advises you to regularly consult the information provided by the proper authorities on the medical risks associated with travel to India or its surrounding countries. It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. Please consult your travel doctor for more information.

3 – CHANGES TO BOOKINGS PRIOR TO DEPARTURE

All changes to bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Where we incur any liability for a change fee or charge for any booking which you change, you agree to indemnify us for the amount of that fee or charge. Your refusal to pay any reasonable change fees will be regarded as a cancellation of your booking.

Change fees for all confirmed bookings where a Booking Confirmation has been issued and a deposit has been received by Maharajah Driver) are detailed here with exception of cases covered at point 4.3 below:

- Changes made by you prior to departure: a change fee of (20 €), flight change fee (15 € per person per ticket plus any fare difference, except in the case of non changeable airfares, where 100% of the cost of the new ticket will be charged), any additional supplier change fees.

Please advise Maharajah Driver of the changes to your travel plans as early as possible by e-mail, telephone, or fax. Most hotels, airlines and suppliers charge a 100% cancellation penalty for changes to bookings between 7 days and 24 hours of departure. This may result in the forfeit of your deposit on these bookings.

4 - CONDITIONS OF CANCELLATION

All cancellations of bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge.

4.1. To cancel your booking with Maharajah Driver please notify your travel insurance company and Maharajah Driver in writing, stating the reason for the cancellation. Request an acknowledgement of receipt of your email or letter. Any cancellation fees will be calculated according to the date of receipt of the written advice of the cancellation of your booking. Please read your travel insurance policy carefully or contact your insurance provider to determine the policy conditions, level of cover

and documentation required to make a claim against cancellation penalties charged by Maharajah Driver or any of its suppliers.

4.2. Cancellation Fees

4.2.1. Cancellation fees for all confirmed bookings where a Booking Confirmation has been issued and a deposit has been received by Maharajah Driver are detailed here with exception of cases covered at point 4.3 below:

- Cancellation more than 30 days prior to departure: the 60% deposit paid by you will be refunded after the following fees are deducted: bank charges (60 €), booking fee (40 €), flight cancellation fee (15 € per person per ticket, except in the case of non refundable airfares, where 100% of the cost of the ticket will be deducted).
- Cancellation less than 30 days prior to departure: The full deposit amount will be kept. Caution: in case of cancellation by you, promptly notify Maharajah Driver – (Email, phone or fax). The no-show the departure date for any reason does not entitle to any refund. Any travel interrupted or shortened because of the participant for any reason does not entitle to any refund.

4.2.2. For any booking, either fixed group departure or customized itinerary, if one or more participant travellers cancel their booking, and the itinerary will still be travelled by one or more participants, the per person price for the booking will be increased by cost of the cancelled participants share divided by the number of remaining participants. Any refusal of acceptance of the new per person cost will be regarded as a cancellation of the booking, and will be subject to the cancellation fees mentioned in point 4.

4.3. Refunds. All refunds will process within 12 weeks from the date of cancellation.

5 – INSURANCE

Maharajah Driver does not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of any service provider, over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. In particular, but without limitation to these conditions, we accept no responsibility for any loss, damage or injury you suffer as a result of terrorism, war (including civil-war), coup, riot, civil disturbance or any type of criminal act. It is your responsibility to inform yourself about the safety and security situation in the places you are travelling to.

Travel Insurance: Maharajah Driver) recommends that you take out a personal travel insurance policy including repatriation cover to protect you against the above mentioned risks. Maharajah Driver does not provide travel insurance. Please ensure that you take out a travel insurance policy that covers you for any adventure activities that you are participating in such as mountain trekking or scuba diving. For travel to high mountain regions and alpine areas, a specific insurance policy covering the expenses of search, rescue and repatriation in the event of an accident or illness is required. You will be asked to provide a copy of your travel insurance policy to Maharajah Driver as well as policy details when you complete the Participant Information form at the time of booking. Maharajah Driver also requests that you provide the contact details for a person to contact in case of emergency. Please make sure you have a copy of your travel insurance policy with you at all times.

You are responsible for lodging any claims on your travel insurance policy (our guides and local staff assist you if required). Maharajah Driver will assist you by contacting your Travel Insurance provider if you are incapacitated or unable to contact them, and will provide the invoices of any expenses incurred by you.

6 - PRICE

All prices are subject to availability and can be withdrawn or changed without notice.

6.1. Fixed Departure Group Itinerary Bookings

The price per person for the itinerary is based on the minimum number of participants mentioned in the offer of the itinerary (generally 2 participants). If less than the minimum numbers of participants register for the itinerary, Maharajah Driver may need to change some components or logistics of the itinerary in order to guarantee the departure specified in our offer. After the confirmation of the booking, the price of the itinerary can be changed if the price of flights transport, hotels or activities exceeds the price that was budgeted for in our quoted price for the itinerary. This supplement will be advised to you in the final invoice that will be emailed to you at least one week prior to departure.

6.2. "A la carte" and Customized Itinerary Bookings

Maharajah Driver) gives you the option you to personalize your itinerary, activities, mode of transport and to give you flexibility in travel dates, however until the itinerary and the travel dates are fixed, the price is subject to change. The price of the itinerary will be quoted to you on the travel itinerary provided to you by Maharajah Driver, this price is valid for 7 days or as per the validity date, whichever is the sooner.

After the confirmation of the booking, the price of the itinerary can be changed if the price of flights, transport, hotels or activities exceeds the price that was budgeted for in our quoted price for the itinerary. This supplement will be advised to you in the final invoice that will be emailed to you at least one week prior to departure.

6.3. All Travel Bookings

All prices are valid for 7 days. After this time all prices are subject to change due to currency fluctuations. All quotes are subject to availability. Please confirm your booking as soon as possible to secure the quoted price and availability.

All prices are subject to change until paid in full due to currency fluctuations or government tax increases. After the deposit has been received, the outstanding balance is subject to change. If there is more than a 5% difference in the total price due to currency fluctuations or government tax increases between the time of booking (when Maharajah Driver receives proof of payment of deposit) and the time of final payment, Maharajah Driver will modify the price and inform you accordingly at least 21 days prior to arrival in India.

For any booking, either fixed or customized itinerary, if one or more participant travellers cancel their booking, and the itinerary will still be travelled by one or more participant travellers, the per person price for the booking will be increased by cost of the cancelled participants share divided by the number of remaining participants. Any refusal of acceptance of the new per person cost will be regarded as a cancellation of the booking, and will be subject to the cancellation fees mentioned in point 4.

Your refusal to pay any reasonable adjustments to the price of your itinerary will be regarded as a cancellation of your booking.

7 – ADDITIONAL BOOKING INFORMATION TO CONSIDER

7.1. Sometimes at the time of creating and quoting your travel itinerary, we do not know the exact details of your international flights. Consequently, as a precaution Maharajah Driver considers that the first and last day of your itinerary are entirely devoted to travel to and from your country of origin. However sometimes these days can finally include services such as activities, accommodation and transportation and this may affect the final cost of the itinerary.

7.2. All of our travel itineraries unless otherwise stated, are based on twin share accommodation. Single rooms may be available on request, if available we will advise you of the additional cost which will be shown as a supplement on your itinerary and quotation.

7.3. After your booking has been confirmed, it is possible to extend your itinerary Maharajah Driver will create a new itinerary and quotation. Any additional services and expenses will be invoiced to you by Maharajah Driver according to the changes that are required. The new invoice will be emailed to you 21 days prior to arrival. All changes and requests are subject to availability.

8 – RESPONSIBILITY

Maharajah Driver does not accept any liability of whatever nature, whether in contract, tort or otherwise in the following circumstances:

- Loss or flight tickets or other vouchers or travel documents by the traveler;
- For the acts, omissions or default, whether negligent or otherwise, of any service provider, over whom we have no direct control;
- Invalid or inadequate Travel Insurance, identification, passport, visa or vaccinations;
- Any loss, damage or injury you suffer as a result of unforeseeable and insurmountable incidents or events including but not limited to: terrorism, war (including civil-war), coup, riot, civil disturbance or any type of criminal act, strikes external to Maharajah Driver technical or administrative failures external to Maharajah Driver, obstruction of airspace, bankruptcy of a supplier or partner of Maharajah Driver bad weather, natural disaster, delays, including delays in postal services in the case of sending replacement plane tickets, passports etc, breakdowns, loss of luggage or other personal effects or misconnection of flights or other modes of transport. Any delays or necessary changes to an itinerary due to the above mentioned causes will be at the expense of the traveller Maharajah Driver will not provide any compensation or refunds in such situations. Possible additional expenses related to any of the situations mentioned above including but not limited to taxes, hotel, car park fees or replacement and /or reissue of travel documents will remain the responsibility of the traveller.
- Maharajah Driver) reserves the right to change the dates, schedules or routes of itineraries, or cancel bookings to ensure the safety of the travellers and/or at the injunction of an administrative authority, as necessitated by unforeseeable and insurmountable incidents or events as mentioned above. In this case Maharajah Driver will calculate the unused portion of travel and deduct cancellation fees. The remaining amount will be held in credit for future use by the participant. If the credit is not enough to cover any new travel bookings, the difference will be paid by the participant.

Your refusal to pay any reasonable adjustments to the price of your itinerary will be regarded as a cancellation of your booking.

9- AGENT

Maharajah Driver acts as a travel agent only. We sell various travel related products on behalf of numerous transport and accommodation service providers, such as airlines, coach/rail and cruise line operators. Maharajah Driver obligation to you is to make travel bookings on your behalf and to arrange relevant contracts between you and the travel service providers. We have no responsibility for these services, nor do we have authority to make any warranty or representation regarding their standard. All bookings are subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider not Maharajah Driver.