



INDIA & KERALA CONNECTIONS

BOOKING INFORMATION, TERMS & CONDITIONS

Contract

Kerala and India Connections are trading names of No News No Shoes Ltd. This contract is made with No News No Shoes Ltd, whose registered office is at The Granary, East Shield Hill, Morpeth, Northumberland NE61 3LD. These Booking conditions govern all bookings with No News No Shoes Ltd. Any booking made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the relevant package or other holiday arrangement subject to these booking conditions. All contracts with the Company and all matters arising from them are subject to English law and to the exclusive jurisdiction of the courts of England. The person who makes the booking accepts these conditions on behalf of all members of the party and is responsible for all payment due from the party. Booking services with the company are currently only available to persons who are at least 18 years old. By submitting a booking, you warrant and confirm to us that you comply with those arrangements.

Booking

All our holidays are tailor-made so some changes to the initial itinerary/quote are to be expected. It is usual for people to take the first quote as a starting point and then make changes until it is just as required. Please feel free to add, deduct, swap the accommodation, change the order, dates or anything else you feel will improve it to match your individual requirements. Once you are happy with the itinerary and quote and tell us you wish to go ahead - we will invoice you.

Payments

Payment may be made by credit card, but we offer a discount for payment made by cheque or Bank Transfer. Our bank account details will be stated on the invoice and cheques should be made payable to No News No Shoes Ltd. The company reserves the right to pass on any charges relating to returned cheques. The Company will not accept responsibility for documents mislaid or lost by the Royal Mail.

Flights

International Flights:

We normally take a 25% deposit for International flights, with balance due at the same time as the ground arrangements. However, there are a few instances when we may have to ask for the full flight cost at the time of booking:

1. When the 'discounted' fares we book have a very short ticket deadline. This can often be the case with a special offer fare.
2. If it is important to you to book specific seats and add special requests at the time of booking, we will have to ask for the total flight cost to issue the tickets. See below about the restrictions that could be incurred by issuing the tickets.

Internal Flights:

Internal flights within India cannot be held overnight, so the price may vary until they are confirmed, paid for, and ticketed. On booking, we will need to take the full amount for any internal flights shown in the itinerary. These are non-refundable and non-changeable once confirmed. Most Indian domestic airlines have a baggage limit of just 15 kg but excess baggage costs are reasonable - INR 500 per kilo. Pay at airport check-in, credit cards taken.

Please be aware that most flights will have restrictions which means once booked changes (even a letter in a name) are not possible and if cancelled there will be no refund. If you require non-restricted tickets the cost is higher and you must inform us before booking. Please also be aware that airlines do sometimes change their schedules after bookings have been confirmed.

Ground Arrangements

We ask for a 25% (occasionally more) deposit on the tour and the balance is payable between fourteen and ten weeks before departure (this depends on the contracts with the India suppliers). Full details are on the invoice. Most rooms are double rooms - if you require twin beds it is important that you tell us at the earliest opportunity and certainly before you book. If not, we will do our best to secure you twins - but you may not be successful at all places.

Travel Aware & Entry Requirements

To make an informed decision about the destination you are considering visiting, citizens should take the advice of their respective governments. For British citizens the UK Government site to refer to is:

<https://travelaware.campaign.gov.uk>

Every visitor to India must have a passport that has at least 6 months validity and two blank pages. All visitors to India must have a Visa and it is the individual's responsibility to get this. Our customers need a Tourist Visa - available as a Regular Visa or e-Visa. Most people select the e-Visa (applied and paid for in advance). People with family connections to Pakistan need to apply for a regular visa. We supply detailed information about the Visa process to all our customers and offer an e-Visa Service if required.

For more information see: <https://indianvisaonline.gov.in>

Financial Security

In accordance with 'The Package Travel and Linked Travel Arrangements Regulations 2018' all UK and EEA citizens booking with India & Kerala Connections are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of No News No Shoes Ltd.

a) ATOL

All monies paid by you for an air holiday package (holiday including flights) are ATOL protected by the Civil Aviation Authority. You will receive an ATOL Certificate on receipt of your deposit/advance payment. This lists the flight(s), accommodation and other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

ATOL applies to UK and EEA citizens only. Our ATOL number is 6926.

For further information visit the ATOL website at www.atol.org.uk

b) Non-Licensed Customers

ATOL (operated by the CAA) covers flight-inclusive holidays only. If your booking does not include flights (and you are a UK or EEA customer) we have insurance to protect you against the insolvency of No News No Shoes Ltd. This insurance has been arranged by Towergate Travel through Zurich Insurance PLC. Details about this and how to make a claim will be supplied with your documentation.

Travel Insurance

India is a long haul destination and you must ensure that you have adequate travel insurance. At the time of booking we will ask you to provide us with your insurance details and at least one emergency contact. We will not accept bookings from customers who are unable to provide these details.

Cancellation Charges

If you wish to cancel your holiday, please advise us in writing as soon as possible. If you cancel more than ten weeks before your departure date then you lose your deposit only. If your written cancellation is received less than ten weeks [70 days] before the departure date the following charges will apply:

69 - 31 days 75% of your costs

30 - 0 days 100% of your costs

The cancellation fees assume the whole holiday is cancelled. If one or more people cancel but other members of the group wish to proceed with the tailor-made holiday this will affect both the cancellation fees and the per person holiday price as costs are shared. In these circumstances we will calculate the cancellation fees and revised per person holiday price on an individual basis.

If your cancellation is due to circumstances beyond your control you should be able to claim through your travel insurance policy. Remember to keep your insurance company informed of all circumstances that could affect your decision to proceed with your holiday. This may mean giving them health information about a family member who is not travelling with you but who could cause you to cancel your holiday if they became ill shortly before or during your holiday.

No News No Shoes Ltd makes the safety of its clients its highest priority, is continually monitoring local conditions, and may modify or cancel tours for this reason. We would not recommend customers visit an area that the UK FCO (Foreign and Commonwealth Office) is advising against. If circumstances change between the time of your booking and your departure date and the FCO are advising against travel to the area you plan to visit and this advice is still current 10 days (or fewer) before departure, then Kerala / India Connections will credit all moneys paid towards a subsequent booking to be taken within 24 months of the initial departure date. Where the client has initially booked contrary to the recommendations of the FCO and subsequently decides to cancel, our normal cancellation conditions apply.

Surcharges

We hope that we will not be put in the position whereby we have to make a surcharge on our holidays but the current financial climate and devaluation of Sterling against other currencies (including the Indian Rupee) means that we may be forced to do so. Therefore, please accept our quote as the price that we hope to be able to maintain based on current conditions. We will absorb increases up to 2% but any more than this we will need to pass on to the customer.

Changes

If you need to change your plans we will do our best to accommodate your request. Obviously the more notice we have of the changes the more likely it is that we will be able to help you. Depending on the amount of work involved we maintain the right to make a handling charge. Expect to pay at least £25 per person per alteration. The charges are payable even if we are not successful in making the change. There may be circumstances beyond our control that mean that changes have to be made to your holiday at short notice - such circumstances usually include, but are not limited to - war, threat of war, airport closure, flight cancellation or schedule change, epidemic, natural or manmade (eg nuclear) disaster, terrorist activity, civil unrest, industrial dispute (strike), bad weather (actual or threatened) change to FCO advice. In these circumstances we cannot pay any compensation, reimburse expenses or cover losses for any amount or otherwise accept responsibility.

Complaints

No News No Shoes Ltd, our suppliers and their staff will make every effort to ensure your holiday is enjoyable. However, if you are not satisfied and have a complaint you should immediately advise the supplier concerned. If the problem cannot be resolved locally, we must be informed. If, after contacting us, your problem is still not resolved and you remain dissatisfied you must inform the supplier in writing. Tell them that you remain dissatisfied and that you intend to submit a formal complaint to No News No Shoes Ltd. Your written complaint must be received by us within seven days of completing your tour even if you have not returned home. We will not accept liability for any complaint that was not notified to both the supplier and us in writing at the relevant time.

Key Rights

Under the 2018 EU Package Travel Regulations we must advise you of your rights - so these are below:

1. Travellers will receive all essential information about the package before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
3. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

5. The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
6. Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
7. Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
8. Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
9. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
10. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
11. The organiser has to provide assistance if the traveller is in difficulty.
12. If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. We, have taken out insolvency protection with ATOL (claims@caa.co.uk) if services are denied because of our insolvency.
13. Further information can be found at <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>