

# BOOKING FORM

Name of the guest:

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Profile:

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Passport numbers:

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Travelling date & Days:

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No of pax travelling:

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Co Passengers:

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Meal preference: Veg  Non Veg  Jain

Selected service: SIC/Land  Land+Visa  Land+Flight  Land+Flight+Visa

Boarding Point:

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Advance amount:

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Mode of transfer:

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Total package cost per head:

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Contact number:

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E-mail:

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I acknowledge that I have read, understood and accepted the terms and conditions on this agreement

Customer Signature:

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# CONTRACT & TERMS AND CONDITIONS

## 1. THE CONTRACT

This booking form signed/Accepted by the Customer for booking the required services ("Booking Form"), these Conditions and any acceptance of a booking by Switrus Holidays Pvt Ltd(having their Registered Office is at 2ndFloor, west Fort, , Thrissur - 680004) hereafter named the "Company", form the sole basis of the contract ("Contract") between the Company and the customer signing the Booking form/Accepted with advance amount by receiving itinerary in any electronic media, hereafter named the "Customer" (which includes all members benefiting from the travel services mentioned in the Booking Form). These Booking terms and conditions apply equally to the Customer and to all persons named in the Customer's booking. When Customer makes a booking, Customer guarantees that he/she has the authority to accept and do accept on behalf of Customer these Booking terms and conditions and if the Customer is a corporate, that the person signing/Accepting the Booking Form is duly authorized to request services from the Company on behalf of the Customer. No employees or agent of the Company has the authority to vary these Terms and Conditions. In these Conditions "Holidays" includes all services booked by the Customer. The Contract between the Company and the Customer shall be governed by, construed and interpreted in accordance with the laws of India and subject to the jurisdiction of the Courts/ legal Forums in Thrissur district.

### **Digital Acceptance / Electronic Consent Clause**

Acceptance of itinerary, invoice, payment link, booking confirmation, or terms and conditions through email, WhatsApp, SMS, electronic communication, or payment towards the booking shall constitute valid and binding acceptance of this Agreement.

## 2. BROCHURES VALIDITY

We take reasonable care in preparing the brochure, price grid, web pages and other documents and in describing the services therein. However, we are not liable for any typographical / printing errors. Furthermore, brochures may be printed several months in advance and the content may not always be fully updated. Any brochure provided by the Company is valid for a specific period of time therefore the Customer is to always check with the Company the validity of the brochure before counting on its content. The photos of meals / sightseeing / properties are for reference only and may differ from the actual meals / sights. Distance between places and temperatures are approximate and can change depending on travel, road conditions and climatic changes. Hotels may have to be booked far off from the central place. All information provided in the brochure is gathered from our trusted suppliers but cannot be 100% guaranteed and maybe sometimes subject to changes. Company professional travel advisors will endeavour to keep the Customer fully informed of any changes as soon as possible.

## 3. ITINERARY MAY CHANGE AT ANY TIME

The Company reserve the right to alter, amend, change or modify the tour package, services and itineraries before or during the tour. Company will make reasonable efforts to notify the Customer promptly of such changes / events sufficiently in advance during booking or prior to departure of the tour. If such changes / events occur during the tour, our tour manager or local or sales representative will inform the Customer of the changes on the spot and the Company solicits the full co - operation of the Customer in accepting such circumstantial changes. Therefore, no grievance regarding any itinerary / service change which the Company is constrained to make, will be entertained from the Customer during or after the tour. Such changes may be necessitated due to necessitated for better itinerary operation or factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sport events, weather conditions, traffic problems, overbooking of hotels / flights, cancellation / re-routing of flights or railway, closure of / restricted entry at a place of sightseeing, Queue. Overcrowded, public restrictions etc. Generally, we try to avoid dates when big Fairs, Exhibitions, Olympics etc. and other events are held in certain cities as hotels are fully booked several years ahead. If you have to travel on such dates, you may have to stay in alternate hotels or hotels in other cities. The itinerary is strictly time-bound and may be modified, amended, or adjusted at the sole discretion of the Switrus Holidays due to operational requirements or customer delays, including early or late arrivals and departures. Any services, inclusions, or sightseeing missed as a result shall be deemed forfeited, with no entitlement to refund or compensation.

## 4. BOOKING

A booking can be made at the Company's sales offices at Maharashtra, west Bengal, Kerala, Tamil Nadu, Karnataka, Bengal, Madya Pradesh, Andra Pradesh, Telangana and Gujarat or through the Company's travel consultant or Customer's travel agent, by a customer, being aged 18 years or above, who submits a completed and signed Booking Form together with the required deposit or full payment. Booking of Customers less than 18 years of age should be done by their parents/ legal guardians and

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should be accompanied by their parents/ legal guardians at the time of travel. A booking is accepted by the Company only when it issues confirmation, availability of the relevant accommodation, flights and other relevant facilities. The booking shall be subject to the related supplier's policy and conditions and shall only be considered as confirmed once paid in full and if you accept the terms and conditions in Itinerary only have to transfer the payment, Change of Groups is not permitted with in 90 Working days from travelling date

## 5. PRICES AND PAYMENT

All prices are intended as a guide only, subject to availability and to special conditions during peak periods (i.e., public holidays such as Christmas, New Year etc.) and can be withdrawn or varied without notice. The Customer will be fully advised of your price and final itinerary at time of booking. The price is only guaranteed once a full payment is made by the Customer. Quoted prices are subject to change. Prices quoted are based on the rate of exchange of 1 EURO = INR 105, 1 USD= INR 90, 1 SGD=62 INR, 1 CHF = 110 INR the tour price is subject to increase without prior notice and the same would be collected additionally, prior to departure. Price changes may occur by reason of matters outside the Company's control which increase the cost of the product or service. Such factors include without limitation adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Any further increase in the airfare due to an increase in the fuel price, change in government regulations, taxes etc. charged by the airline, change in government regulations, taxes etc. charged by the consulate will have to be borne by the Customer. It is advised to the customer that you contact your Switrus Holidays Pvt Ltd Advisor/ Sales representative for up-to-date prices. The price of any Holiday booked includes only the items specified in the Booking Form. Unless otherwise specified, it does not include items of a personal nature including, but not limited to, travel insurance, airport transfers, meals, optional excursions, passport, visas, cots and food for infants, laundry, room service, and hotel extras (including early late check-in/check-out fees), hotel car parking (where applicable), gratuities or taxes. The Customer is required to pay a deposit at the time of booking. All deposits are non-refundable unless due to reasons related solely to the Company. Final payment is required no later than four weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking. If Customer is unable to pay the final balance by the due date, Company reserves the right to treat Customer's booking as cancelled by Customer, in which case the Cancellation Policy described below will apply. If, for any reason, a booking is not accepted by the Company, all monies paid by the Customer for that booking will be refunded and the Company shall not have any further liability to the Customer. Please be advised that all payments must be made exclusively to the official account of SWITRUS HOLIDAYS PVT LTD. The company will not be held responsible for any amount transferred to any other account under any circumstances. If anyone instructs you to transfer funds to a different account, please report it immediately to: customersupport@switrus.travel From 1st April 2020 onwards TCS (Tax Collected at Source) will be collected from customers for any full or partial payments, the amount is not included in our package and it will be refunded by GOVT of India  
TCS 2% for pan holders  
TCS 10% for non-pan holders

### A. Payment Terms

Item	Time Frame	Charges
Service Charge and Advance payment for package and seat blocking	Within 2-3 days of confirmation	Nonrefundable Rs.20,000/- Per head
Second Payment	Before visa processing	Rs. 35000/- Per Head non refundable + 45000 refundable
Balance payment	60 days before travel Date or on VISA approval, whichever is earlier	Full payment (Refundable only if VISA got Rejected)

### B. It is agreed by the Customer that the booking amount does not include:

- Any expenses of personal nature such as portorage, laundry, wines, mineral water, food and drinks which not in the regular menu provided by the Company, mini bar, telephone calls, pay channels etc.
- Tips of any nature i.e. drivers, guides, tour managers, etc. It is to be noted that the driver tips is @ 2 Euro per head per pax per day.
- Translation charges for documents for visa purpose will have to be borne by the Customer.
- Meals other than what is mentioned in your itinerary
- Extra cost incurred due to illness, accident, hospitalization or any individual unforeseen cost incurring incidence.

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- Cost of excursions, city sightseeing, entrance fees/tickets and local guides availed of by the Customers other than what is mentioned in itinerary and other than what your tour price includes.
- Any extra expenses incurred for changing the route due to any unforeseen circumstances, forced majeure instances, natural calamities, political disturbances, flight delays, strikes etc

### C. Payments can be made by cash, Credit/Debit card, Cheque, NEFT or Bank Transfer.

- Payments by Credit/Debit Card may incur banking charge.
- Payments by Cheque require about 05 business/ working days to process. It is to be noted that the Customer paying by this method, will need to make the payment at least 5 business days prior to the actual due date. Customer agrees not to stop payment of the cheque even when he cancels a booking. Customer agrees that the Company may apply the proceeds of the cheque to satisfy any liability the Customer may have to it, including any liability in respect of cancellation fees, before refunding the balance.
- Taxes, Airline taxes are subject to change and are confirmed at the time flight ticket is issued. There may also be a local tax charged at some airports.
- Included or Excluded facilities The price of any Holiday and other services booked includes only the items specified therein and does not include items of a personal nature including personal insurance, departure airport transfer, refreshments, meals unless specified optional excursions, passport and visa fees, portorage, gratuities or taxes, unless otherwise specified, which shall in each and every case be the responsibility of the Customer. Hotel check-in/check-out are fixed and there are no guarantees for early/late check-in/out unless paid for.
- Any payment make to any agency instructed by Switrus holidays PVT LTD the same terms and conditions will be applicable for the same.

## 6. BOOKING CHANGE OR CANCELLATION POLICY

### By the Company:

It is unlikely that the Company will have to make any alteration to a booking which has been accepted by it. However, sometimes due to change in circumstances, alterations have to be made. The Company reserves the right to amend or cancel the tour booked by you, without assigning any reason. Such amendment or cancellation may be due to circumstances beyond our control. In such cases, we will offer you alternative tour dates / tours or you would have the option of travelling as individual travelers, not as part of the original tours and the additional cost if may have to bear by the customer . If the alternative date / tour is not acceptable or you do not wish to travel as individual travelers, we would refund the money paid by you without interest after deducting any costs incurred by us on your behalf, within a period of 120 days from the date of amendment or cancellation as per below cancelation policy . However, we would not be responsible or liable to pay any compensation or damages or consequential loss or to refund any other expense incurred by you. For any circumstances the charges incurred for the cost of air tickets and visa of the customer and service charge /advance amount of Rs.55000 would be non-refundable. Please note any complaints regarding the whole services were utilized without opting the refund are not entertained after completion of the said tour.

### By the Government:

- If you deported by the emigration or by the Government or by any agency Switrus Holidays Pvt Ltd would not be responsible for the same at any circumstances.
- If there is any illegal overstay after VISA validity passengers have to pay RS. 10,00,000 to Switrus Holidays Pvt Ltd as compensation.

### By the Customer:

If the Customer wishes to change his/her booking, the Company will endeavour to accommodate these changes. In such cases, cancellation charges shall be applicable as per the Company's below Cancellation Policy which will be subject to change from time to time at the discretion of the Company.

After the VISA approval no cancelation or refund is permitted

If the VISA came late you may have to travel with the next group.

whoever received the VISA in family/friends/relatives/staffs they Should travel with booked Date.

### By the airline/hotel or supplier:

If the airline/hotels or the supplier or any country change the rules and regulations or impose any regulations and restrictions or cancel the services or reschedule the services or restrict the entry in any situations in any airport, hotels, or any entry points or

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boarding points which is related to airline rules, COVID rules , hotel rules, supplier rules, airport rules, country rules, boarding rules and any rules and regulations in any airport, entry points and hotels, SWITRUS HOLIDAYS PVT LTD doesn't have any responsibility in airport, on airline, supplier, hotels in any situations the passenger should bare all the additional expenses than the package cost.

## CANCELLATION POLICY FOR TOUR PACKAGES

Item	Time Frame	Charges / Penalty
Tour Package cost	Before 30 days of departure	55000 Non refundable
	With in 30 days	Non refundable
Air Ticket	Before 30 days of departure	As per Airline policy
	with in 30 days	Non Refundable
VISA	N/A	Non Refundable
Insurance	N/A	Non Refundable
Service Charge and Advance payment for package and seat blocking Of Rs. 20,000	N/A	Non Refundable

Apart from above, at any circumstances charges incurred for air ticket, bus and hotel for the customer would be non-refundable. During peak periods (i.e. special events, public holidays, exhibitions, etc.) cancellation policies may differ to the above. Special cancellation policies are applicable for all destinations for Christmas, summer vacations, weekends and New Year periods. The same will be advised at the time of reservation. There may be certain airlines, hotels, tours, cruises and packages where the cancellation policy and applicable charges may differ from those described above. Any change in the cancellation policy and/or charges will be advised to the Customer at the time of reservation. The Company will not be liable for any refund for tickets on late due to traffic, delay in trip, closedown tickets, not opened tickets, closed due to weather and renovation tickets in package. Within 30 days of departure package cost is non refundable.

## 7. TRAVEL DOCUMENTS

It is the responsibility of the Customer to obtain a valid passport for international travel; many countries require at least 6 months validity from the date of return. The Customer must ensure and verify with the relevant authorities that he has valid passports, visas, re-entry permits and vaccination certificates, which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be Customer's sole responsibility. The Company shall not be liable for any inconvenience, expense, loss or damage of any kind if incurred by the Customer by reason of failure to obtain or produce, or by the loss of, such documents.

The Company's staff are available to give information regarding visas, passports and other travel document requirements for international trips ("Travel Requirements") to the best of their knowledge and the Company can assist the Customer to obtain visas (service charge fee will apply). The Customer acknowledges that the rules and regulations of any country may change from time to time and the Company is not responsible for any information it gives regarding Travel Requirement. Travel documents cannot be transferred to any other person if we received the same from consulate while you putting company address to deliver or any other reason and the customer should collect the same in person from the concerned Branch Offices, switrus won't be responsible if you are not collected the same by yourself and we won't make any arrangement to deliver the same anywhere as switrus is not authorized or not responsible to handle the passports . All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. It is responsibility of the Customer to review his/her travel documentation carefully and advise the Company immediately in case of any errors in names, dates or timings. It is the responsibility of the Customer to collect all travel documents from the Company prior to travel. The Customer shall contact his/her Travel Advisor at Switrus Holidays Pvt Ltd to confirm when the travel documents are ready for collection.

## 8. MEALS

Please refer to the itinerary mentioned in the brochure or on our website for details regarding the number of meals to be served on group or individual tours. Meals on group tours will be served as pre-booked or as available along the route. Breakfast is complimentary and is provided directly by the hotel; Switrus has no control over the quality, quantity, menu, or timing of breakfast service. Lunch and/or dinner, where included, will generally be provided as Indian buffet meals consisting of rice, naan/roti, one vegetarian dish, one non-vegetarian dish, and one dessert, or as local meals such as burgers, pizza, pasta, chicken and chips, fish and chips, salads, fried chicken, etc. Switrus does not provide authentic local specialty cuisine on any tour. Unlike airlines, we cannot process special meal requests, nor can we guarantee special diets. Any such requests are entirely at the

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discretion of the respective service providers. We do not assure special meals, special meal timings, or additional halts for infants, children, or passengers with medical conditions such as diabetes, cholesterol issues, high blood pressure, Jain food requirements, or any other dietary restrictions. We also cannot guarantee the quantity of food, as it is provided strictly at the discretion of the service provider. Guests with special dietary or medical requirements, or those traveling with infants or young children, are strongly advised to opt for customized tours. Group coach tours are not recommended in such cases. However, Switrus reserves the right to modify or change meal arrangements if circumstances so require.

## 09. HOTELS

**INFANT: 0- 23 MONTHS ( NO BED COST AVAILABLE)CHILD: 2 YEARS TO 11 YEARS ( NO BED COST AVAILABLE FOR MAXIMUM OF 1 CHILD IN A ROOM BUT AS PER HOTEL POLICY)ADULT: 11 YEARS AND ABOVE ( NO BED COST IS NOT POSSIBLE )** The Company selects hotels for your stay at locations, which give comfort and value for money. For various reasons, such as reducing the overall traveling time on the coach for the following day or align with costing , the hotels may be chosen away from the city center. Unlike other countries, most hotels in Europe do not have air conditioners/Lifts or fans. Modern facilities such as attached toilets with showers / bathtubs are provided. We cannot guarantee the availability of adjoining rooms / interconnecting rooms / non-smoking room / rooms on the same floor etc. Hotels in Europe may / may not have room service facilities. The check in time at the Hotel is usually at 1400 hrs and check out is at 1200 hrs. The same is subject to change from time to time. If you seek a change in rooming while on a tour, the same will be subject to availability and you will need to pay any additional charges as may be applicable. Please be informed that hotels in Europe and the Far East often feature smaller room sizes compared to accommodations in other regions. At Switrus, hotel selections are not based on star ratings but are chosen to align with the convenience of the itinerary and their proximity to key locations. It is important to note that hotel options, as well as their star ratings, may vary across countries and are subject to change at any time without prior notice. Switrus does not guarantee that the hotels listed in the itinerary or advertised in the package will remain the same or adhere to the same star ratings. We reserve the right to modify hotel arrangements at any stage of the tour, including ongoing tours, to ensure operational flexibility. These changes may be made irrespective of the advertised star ratings, and Switrus prioritizes convenience and suitability over fixed star classification.

Complimentary breakfast served from most of the hotels where the Company has arranged the accommodation. The breakfast will be continental which includes tea, coffee, cereal, juice, bread, butter, jam, hot eggs. The Company does not have any role in breakfast menu and we can't alter anything in breakfast as it is fixed by the respective hotels. To ensure smooth coordination and maintain group harmony, breakfast for group guests may be arranged in a separate room or designated section. This helps distinguish group arrangements from regular FIT (Free Independent Traveler) customers and prevents unnecessary congestion during peak hours. To facilitate this, all group members are required to have their breakfast strictly within the allotted time communicated by the hotel.

**SINGLE ACCOMMODATION:** In case you book on a single occupancy basis, you will have to pay a single room supplement unless another tour participant is willing to share your room. You shall also be liable to pay the single room supplement if earlier having booked on a shared room basis, you later have to take the room on single occupancy basis since your intended room partner has either dropped out of the tour for any reason or since you and / or your room partner are no longer willing to share a room. Note that the single room supplement will be charged in all cases where a booking on a shared room basis has to be changed to single room basis including the following: (i) Intended room partner was arranged by you. (ii) Intended room partner was arranged by us for you. (iii) No room partner was found available for you. For a Customer travelling alone without family, will have to share a room either on twin or triple sharing basis (Roll away bed) depending on the booking. If there are no twin or triple sharing facilities available, the Customer will have to take the single supplement with an additional cost.

**DOUBLE (TWIN) ACCOMMODATION:** A double room has either a single queen-size bed or two separate beds. If you request for a room with a queen-size bed, the same would be provided subject to availability as most of the hotel rooms in Europe & Far East are twin-bedded. In case of non-availability of a room with a queen-size bed, a twin bedded room would be given.

**TRIPLE ACCOMMODATION:** We recommend a maximum of only three persons in one room. Triple rooms are usually no larger than twin rooms and the third bed is often a rollaway bed or cot placed in a twin room. The triple room will be subjective to availability

**CHILDREN ACCOMMODATION:** A child travelling for whom 'without a bed' charge has been paid would not be entitled to a separate bed in the hotel. In case 'with bed' charge has been paid for the child and you decide not to avail such facility whilst on the tour, you would not be entitled to any refund. In case you decide to seek an extra bed for the child booked on 'without bed' basis on the tour, this will be provided subject to availability and you shall be bound to pay any additional amount charged by the concerned hotel directly..

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## 10. AIRLINES

Switrus Holidays Private Limited reserves the right to change, amend, or substitute the airline(s) advertised, confirmed, or paid for by the customer. This right includes, but is not limited to, modifications in travel sector(s), travel dates, routing, boarding point(s), and arrival destination(s) and the customers have to travel to or from the said places by your own expenses. Such changes may be necessitated due to factors including, but not limited to, group materialisation, blocked or non-availability of seats, operational convenience, airline decisions, logistical constraints, or availability within the approved tour budget. These changes may be implemented without prior notice to the customer. Any additional costs arising as a result of such changes shall be borne solely by the customer. These adjustments are implemented to ensure the optimal efficiency and overall satisfaction of our customers' travel arrangements. Moreover, it is important to note that airlines may, at their discretion, change, cancel, or reschedule flights in accordance with their own policies, often without prior notification, such unforeseen adjustments are beyond our control; however, Switrus Holidays PVT LTD is committed to managing these changes by offering the best available alternative dates, sectors, and revised itineraries according to the updated airline schedule. Customers will be promptly informed of any significant changes, and we strive to minimize any inconvenience by providing suitable alternatives in a timely manner. Also if the airline schedule change or delay on flight, the itinerary may change accordingly as per the circumstances and the other guests joining the tour with their own flight should make their own arrangement to join the group on revised itinerary where the tour starts on your expenses and the company won't bear any additional expenses on the same. Our primary objective is to ensure a seamless and enjoyable travel experience for our customers. By booking with Switrus Holidays PVT LTD, customers acknowledge and accept that changes in airline arrangements are a possibility and agree to the measures we undertake to address these changes. Rest assured, every effort is made to communicate and implement adjustments with minimal disruption to our Customers' travel plans.

## 11. VISA

Applicants must personally visit the VFS Facility Center for document submission, as biometric data collection is mandatory for the U.K. and Europe, or as required by the destination country. Switrus Holidays will provide necessary package confirmation upon nonrefundable advance payment, including hotel confirmation, airline confirmations, bus seat confirmation, Itinerary, VFS online appointment and insurance for visa processing, Applicant should process their own application and visa processing directly with the Consulate and VFS, Switrus Holidays PVT LTD doesn't have any responsibility on VISA rejection. If online appointments are unavailable, applicants may need to proceed with VAYD services at their own cost. Switrus Holidays is not responsible for any additional fees beyond the standard visa fee, including charges for premium services at VFS. Applicants must arrive at the VFS Centre on or before their appointment time, as late arrivals may be denied entry. Visa processing and approval are at the sole discretion of the consulate, and Switrus Holidays is not liable for any rejections. All payments to VFS or the consulate are nonrefundable, and Switrus Holidays Pvt Ltd will not reimburse these expenses. **The nonrefundable service charge / advance payment of ₹55,000 for package and seat blocking paid to Switrus Holidays are nonrefundable under any circumstances.** If a personal interview at the consulate is required, applicants must attend at their own expense.

Visa approval, rejection, processing timelines, interview requirements, and entry permission are solely at the discretion of the concerned Embassy/Consulate/Immigration Authorities. The Company does not guarantee none of the above. All the payments to VFS or the consulate are non-refundable, and company will not reimburse these expenses.

The Customer confirms that all documents, financial records, employment proofs, travel history, and declarations submitted for visa or travel purposes are genuine, accurate, and lawful. The Company shall not be liable for rejection, deportation, penalties, or legal consequences arising from false, incomplete, or misleading information provided by the Customer.

### DOCUMENT HANDLING

The Customer consents to the collection, storage, and sharing of personal data and travel documents with embassies, consulates, airlines, hotels, insurers, and suppliers for booking, and travel related operational purposes. The Company shall take reasonable care in handling such documents and information.

## 12 SIC (SEAT IN COACH) LAND ONLY PACKAGE

- Customers arriving independently at the tour's starting point or any joining destination or groups whether by booking their own flight tickets or through Switrus under a separate individual flight arrangement (i.e., not part of the group ticket) shall be solely responsible for their own airport-hotel and hotel-airport transfers.
- Switrus shall not be held liable, under any circumstances, for any expenses, delays, inconveniences, or losses arising from the customer's independent travel arrangements to join or depart from the tour.

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- In the event of flight delays, cancellations, rescheduling, missed connections, or immigration/visa-related issues affecting independently arranged travel, Switrus bears no obligation to provide transportation, compensation, rescheduling, or refunds for missed tour services.
- Customers are required to ensure that their arrival timing coincides with the tour's official commencement schedule as communicated by Switrus. Failure to do so may result in missed services, for which no reimbursement or alternative arrangements shall be provided.
- All transfers, accommodations, and inclusions apply only to customers traveling on the official group ticket and schedule as organized by Switrus.

### 13. BUS/COACH /TRANSPORT

The following rules are strictly governed by **European Union Driving & Rest Regulations**, primarily under **EU Regulation (EC) No. 561/2006** and **AETR rules**, which are legally binding across European countries.

- As per EU Regulation (EC) No. 561/2006, the maximum working time for a driver is 12 hours per day.
- The maximum driving time is 9 hours per day, in accordance with Article 6 of Regulation (EC) No. 561/2006. After 4.5 hours of continuous driving, the driver must take a minimum break of 45 minutes.
- A mandatory daily rest period of 11 consecutive hours is required for drivers, as stipulated under Article 8 of Regulation (EC) No. 561/2006.
- Drivers are legally prohibited from driving beyond the above limits. Any violation attracts heavy penalties, license suspension, and vehicle impoundment under EU law.
- Passengers must wear seat belts at all times and are not permitted to move around inside the coach while the vehicle is in motion, as per EU Road Safety Regulations.
- Passengers must ensure the coach is kept clean and damage-free. Throwing garbage or causing damage inside the coach is not permitted under the coach contract and local transport laws.
- The minimum mandatory tip for the driver is EUR 3 per person per day, as per European coach industry standards and contractual agreements.
- A minimum penalty of EUR 50 will be charged to the concerned passenger(s) for late reporting, as delays can result in illegal driving hours for the driver.
- Strict adherence to reporting timings is essential. Indian itineraries are tightly scheduled, and completion of the tour is possible only within EU LDC (Driving & Rest) regulations. Drivers are not legally allowed to exceed driving hours and may discontinue services immediately if forced to do so.
- As per European transport laws, passenger vehicle drivers are allowed to operate only within regulated working hours. Any passenger arriving late must arrange their own transportation to reach the next scheduled pick-up point.
- Most coaches do not provide charging points. Passengers are advised to carry personal power banks.
- Wi-Fi is not available in the coach unless explicitly mentioned.
- Consumption of food that may spill is strictly prohibited inside the coach. Alcohol consumption is completely prohibited inside the coach, as per European road safety and insurance regulations.
- Due to municipal and city authority restrictions on private coaches within city centers across Europe, most sightseeing will be conducted on foot. The Tour Manager will drop passengers as close as legally permitted.

As per coach company policy and EU hygiene regulations, the coach lavatory cannot be used on tours operating for more than one day.

### 14. AIRPORT TRANSFERS, REPORTING SCHEDULE & TRANSPORTATION LIABILITY

The Customer shall be solely and exclusively responsible for arranging and bearing all costs, expenses, and liabilities relating to transportation between the airport and hotel in cases including but not limited to early arrival, late arrival, delayed reporting, early departure, late departure, missed transfers, flight schedule changes, or any deviation from the confirmed group itinerary schedule.

The Company shall provide airport-to-hotel and hotel-to-airport transfer services strictly in accordance with the confirmed group itinerary schedule and only as part of the designated group movement. No separate, private, customized, or off-schedule transfers shall be arranged or provided by the Company under any circumstances.

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The standard scheduled group transfer timings shall be as follows:

- Airport to Hotel Transfer: 20:30 Hours
- Hotel to Airport Transfer: 18:30 Hour

Such transfer services shall be operated only once per scheduled day and shall be subject to a minimum participation of twenty-five (25) passengers travelling together as part of the group. Customers are required to coordinate and confirm reporting schedules with the assigned Tour Leader or the Company's Operations Team in advance.

In the event the Customer fails to report within the prescribed schedule or arrives/departs outside the designated transfer timings, the Customer shall independently arrange transportation at their own cost and responsibility.

The Company shall not be liable or responsible for any direct, indirect, incidental, consequential, financial, operational, or personal loss, damage, inconvenience, delay, expense, or claim arising out of or connected with:

- Any deviation from the prescribed itinerary schedule;
- Flight delays, cancellations, rescheduling, or missed connections;
- The Customer's failure to adhere to reporting timelines;
- Unavailability of group transfer services due to insufficient passenger count; or
- Any transportation arranged independently by the Customer.

The Customer expressly acknowledges and agrees that no refund, compensation, reimbursement, or claim shall be entertained by the Company in relation to the above circumstances.

## 15. THE COMPANY'S RESPONSIBILITIES AND LIABILITIES

The Company acts as an intermediary only for various travel related products having extensive relation with numerous transport, accommodation and other service providers, such as airlines, coach operators, rail and cruise line operators, hoteliers and any entity providing goods or services in connection with Customer's booking. Company's obligation to the Customer is to make travel bookings for the Customer with travel related suppliers of the Customer's choice. The Company shall exercise care in the selection of reputable service providers, but the Company is not itself a provider of travel services and it has no control over, or liability for, the services provided by third parties. All bookings are made on behalf of the Customer subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. The Company shall provide the Customer with copies of the relevant service provider terms and conditions on request. To the extent permitted by law, neither the Company nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom the Company has no direct control, force majeure or any other event which is beyond Company control or which is not preventable by reasonable diligence on Company's part. Air, sea, rail and road transport is subject to various International Conventions that limit the liability of the carriers. International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and in respect of hotels, the Paris Convention 1962. The carriage by air of passengers and their baggage is in addition subject to the Conditions of Carriage of the carrier concerned. If, in the Company's reasonable opinion or the reasonable opinion of the provider of any part of the services to which Customer's booking relates, Customer's behaviour or the behaviour of any member of Customer's party is disruptive, threatening or abusive, causes unnecessary inconvenience or is causing or likely to cause danger, damage, distress or upset, disturbance or annoyance to others or others' property, the Company may terminate Customer's travel arrangements without any liability on the Company part. No refunds will be made and the Company will not pay any expenses or costs incurred as a result of the termination.

### CUSTOMER CONDUCT AND RIGHT OF REMOVAL

The Customer shall behave in a lawful, disciplined, and respectful manner during the tour and shall comply with all instructions issued by the Company, tour manager, airline staff, hotel authorities, transport operators, and governmental authorities. The Company reserves the absolute right to refuse booking, deny boarding, remove, or terminate the tour arrangements of any Customer at any stage of the journey or before the journey whose conduct, behaviour, actions, or manner is considered by the Company or its representatives to be abusive, disruptive, unlawful, intoxicated, violent, threatening, offensive, indecent, unsafe, or detrimental to the safety, comfort, health, convenience, or enjoyment of other passengers, staff, suppliers, or the tour operations. In such circumstances, the Company shall have no liability or obligation to provide any refund, compensation, alternative travel

I acknowledge that I have read, understood and accepted the terms and conditions on this agreement

Customer Signature: \_\_\_\_\_



arrangement, accommodation, or damages whatsoever, and all additional costs, penalties, losses, or expenses arising therefrom shall be solely borne by the Customer. The Customer shall further be liable for any damage caused to property, persons, hotels, vehicles, airlines, or third-party service providers due to such conduct.

#### THE CUSTOMER SHALL INDEMNIFY AND KEEP THE COMPANY INDEMNIFIED AGAINST ANY LOSS, DAMAGE AND CLAIM RELATED TO

1) The Customer's breach of any laws and regulations  
2) The Customer act and/or omission causing any damage to any third party including without limitation any hotel, any person involved in the travel services etc. It is Customer's responsibility to ensure that he/she is fit to travel and participate in all parts of the services Customer has booked and undertaken. Save as set out above, and as is detailed elsewhere in these Booking Terms & Conditions, the Company shall have no legal liability whatsoever to the Customer for any loss or damage. If the airline/hotels or the supplier or any country change the rules and regulations or impose any regulations and restrictions or cancel the services or reschedule the services or restrict the entry in any situations in any airport, hotels, or any entry points or boarding points which is related to airline rules, COVID rules, hotel rules, supplier rules, airport rules, country rules, boarding rules and any rules and regulations in any airport, entry points and hotels, SWITRUS HOLIDAYS PVT LTD doesn't have any responsibility in airport, on airline, supplier, hotels in any situations the passenger should bare all the additional expenses than the package cost.

### 16. THE CUSTOMER ALSO AGREES TO THE ADDITIONAL CONDITIONS AS FOLLOWS:

- Complimentary breakfast served from most of the hotels where the Company has arranged the accommodation. The breakfast will be continental which includes tea, coffee, cereal, juice, bread, butter, jam, hot eggs. The Company does not have any role in breakfast menu and we can't alter anything in breakfast as it is fixed by the respective hotels.
- Indian lunches/dinner served will be vegetarian/non-vegetarian
- First meal on the tour would start with dinner on day of arrival if it is before 06 PM and the last meal would end with breakfast/boxed breakfast on day of departure if it is after 07 AM as per tour.
- Any damages caused to the hotel/hotel rooms, restaurants, coaches, sightseeing, other public properties during the tour shall be payable by the Customer and the Company will not be liable for the same.
- Processing and grant of VISA will be the sole desecration of the consulate and the Company will not be liable for rejection of the VISA.
- The Company shall not accept any liability or responsibility for any damages, loss, injury, accident, death, breakdown or irregularity which may occur in carrying out the tour arrangement, weather conditions, strikes, war, terrorist attack, quarantine and any other cause whatsoever and all such loss or expense must be borne by the Customers alone. It is highly recommended that the Customer purchase insurance policies while on tour.
- The Company reserves the right to claim any additional expenses incurred due to delay or changes in schedules of train, flight, bus, cruise, Government Policies or any other services.
- Due to private coaches being forbidden inside the cities of Rome, Milan, Zurich and Florence, most of the sightseeing will be done by foot. The tour manager and driver will do their best to get you as close to the monuments as possible.
- Due to major international events and trade fairs such as air-show, world athletic meet, ice skating championships, motor show, Tour de France, etc. the hotels may be blocked out more than 2 years in advance. In view of this, the Customer agrees to stay in hotels further away from the cities / different city and the itinerary may have to be altered / amended.
- The Company also reserve the right to substitute hotels if it is deemed advisable or necessary.
- On certain days, the 'Changing of Guards' may not take place at the Buckingham Palace.
- Eiffel tower is closed for Renovation till 2020, however counter ticket will be available on queue.
- On certain days, due to closure of the St. Peter's Cathedral, the Louvre Museum, etc., the tour manager reserves the right to amend the itinerary.
- There will only one tour manager with the group and the Customer will have to follow his/ her instructions accordingly for smooth operations.
- Visa fee and flight ticket (onward & return) will be non-refundable at any circumstances. Personal interview at the concerned consulate if required, candidate has to go for the interview at their own cost.
- Bio Metric is a must for U.K and Europe visas and the Customer has to come before VFS Centre for the same.

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Customer Signature:



- In Europe the expected tip to driver is @ 2 Euro per Head, per person, per day as per European standard.
- The tour manager and the driver will do their best to get you as close to the monuments as possible, because in some cities coaches may be restricted.
- The Company reserves the right to amend / alter / vary or withdraw any particular departure, excursion advertised. For the convenience of our passengers, the Company will sometimes amend / alter the itinerary. However all the services will remain the same.
- There is no refund for any services i.e. meals, sightseeing, tickets etc. not utilized on your tour.
- Making note of the varied interest of our past Customers we have not deemed the Lido show essential to be a part of the tour cost.
- In case the Customer decides to change the date of his/her return reservation, which is once confirmed, a fee amounting to USD 200 or more is payable by the Customer directly to the airline.
- Customer should keep timings during the tour as instructed by our guides/tour managers in order to run the program smoothly.
- As a Travel House / Tour Operators, the company does not have any control over Airlines, Coach Companies, Shipping Companies, Hotels, Local Transport or any other facilities, provided by the third parties. The company is not responsible for the delays or deficiencies in the services provided by outside agencies. Also please note that the company does not have any control on schedules of opening and closing timings of the tourist attractions.
- Company takes care to select hotels and book the same on behalf of tourists at convenient locations subject to availability. In case of non-availability of rooms in same hotel, Company has the right to split the accommodation in different hotels. Hotel accommodation is generally provided on Twin sharing basis in standard rooms and the third bed is often a roll-away mattress put in a twin bedded room. Air- conditioning, central heating and other facilities are provided by the hotels depending upon various factors including weather / climatic conditions, local systems, tour type, etc.
- Due to certain unavoidable circumstances, the Company reserves the right to change / modify / vary and alter the tour itinerary if it becomes necessary. In such changes, compensations or claiming of refunds by the Customer will not be entertained by the Company for limitation and also for the non-availability of certain services with entry tickets, restaurants, sightseeing shopping etc. even though included in tour itinerary.
- The company reserves the right to postpone or cancel any of the tours advertised, without assigning any reason. In that case, money paid by the tour participant will be fully refunded but no compensation claim will be entertained.
- Tour cost is based on minimum 30 passengers travelling together in the group. If there is a drastic fall in the number, then the offered tour cost, meal plan, vehicle and other services may change accordingly and the difference amount has to be borne by the Customer.
- Tour tariff is based on departure from Cochin, unless specifically mentioned. Tourists boarding flights at places other than Cochin have to pay the entire airfare difference and bear and pay any other additional expenses including airport transfers, hotel stay etc. on that account.
- The tariff of the tour quoted is calculated as per the rates prevailing at the time of quoting it. The Company reserves the right to change the tariff in the event of modification / alteration / change / variation in the said rates before the date of departure. The Customer agrees that as per European rules and regulations, you can sit in the bus for only a period of 8 hours and the
- Customer agrees that he/she will not sit in the bus when driver takes rest.
- Tours operated are subject to RBI / GOI regulations. Part of the tour cost should be paid in Euros/USD
- No objections with the terms and conditions should be submitted by the Customer before three month from travel date on writing will be deemed as acceptance of the same.

## 17. COMPLAINTS/REFUNDS

If the Customer has a complaint/refund query about any aspect of his/her Holiday, this should be reported immediately to the Company's local representative who will do whatever he/she can do during the Holiday timeframe. However, if the problem is not resolved, any further complaint/refund query should be made by the Customer in writing to the Company's Customer / Sales Service, not later than 30 days following the completion of the Holiday, failing which no claim may be brought against the Company. There will be no refund on unutilized services. Refund administration fee when applicable is of Rs.10000 per booking subject to change from time to time.

I acknowledge that I have read, understood and accepted the terms and conditions on this agreement

Customer Signature: \_\_\_\_\_



## 18. GOVERNING LAW

If any dispute arises between the Customer and the Company, the laws prevalent in India will apply. The Customer irrevocably and unconditionally submits to confer exclusive Jurisdiction to the Courts / legal Forums in Thrissur district, and waive any right that he/she may have to object to an action being brought in those Courts/ legal Forums. The Customer also agrees that, not to make any false, unnecessary, defamatory, or misleading remarks, comments, statements, or produce any content including but not limited to audio recordings, messages, posts, or videos on any platform or through any mode of communication, including social media, that may harm, damage, or adversely affect the reputation, goodwill, or business interests of the Company, either before the tour, during the tour, or after its completion. The Customer further agrees to carefully read and understand the booking forms, terms and conditions, itinerary, "must read before travel", coach regulations, instructions, and all other documents provided by the Company prior to the travel date. Any allegations or defamatory statements made by the Customer against the Company or its representatives, which are contrary to or inconsistent with the documented information provided (including but not limited to invoices, itineraries, booking forms, contract, confirmations, and written communications), shall be treated as a breach of contract.

In the event of any defamatory action, breach of conduct, or circulation of false statements without evidence, the Company reserves the right to initiate appropriate legal proceedings both civil and criminal and seek damages, compensation, and any other remedies available under law.

## 19. FORCE MAJEURE

The Company shall not be held liable for any acts and/or omissions related to any of its obligations in case such acts and/or omissions are beyond its control. The Company shall not be liable or responsible for any delay, alteration, cancellation, loss, damage, additional expense, or failure in performance of any obligation under this Agreement arising directly or indirectly from any Force Majeure event. Force Majeure shall include, but not be limited to, acts of God, natural calamities, floods, earthquakes, pandemics, epidemics, war, terrorism, civil unrest, riots, political disturbances, government actions, visa restrictions, immigration restrictions, lockdowns, strikes, labour disputes, weather conditions, transportation disruptions, airline cancellations or rescheduling, technical failures, border closures, or any other circumstance beyond the reasonable control of the Company. In such circumstances, the Customer shall bear any additional costs, charges, or expenses arising due to such events, and no compensation, damages, or refund shall be claimed from the Company.

## 20. LIMITATION OF LIABILITIES

In no circumstances whatsoever, the Company's liability shall exceed its fees charged to the Customer.

## 21. SEVERABILITY

If any term of those terms and conditions is considered as null or void as per law the remaining terms shall still be applicable and enforceable on the parties.

### IMPORTANT NOTE:

If any extra cost comes due to the change/Cancellation of flight schedule or due to any other reason beyond our control, should be paid directly and Switrus Holidays PVT LTD is NOT responsible for such expenses.

- Passenger should be there at the coach on scheduled time informed by the tour leader, no compensation/expenses/refund will be paid to the customer if you miss the coach/train/flight/ferry/ship.
- Switrus Holidays PVT LTD is carrying out tour operations with people who we believe are matured enough to handle themselves and do not expect spoon feeding and pampering or any special service/ preference of any sort.
- Unutilized services are non-refundable
- All the hotels where accommodation is arranged by the Company is non-smoking hotels. Any violation of the same will be penalised by an amount of 300 Euros to be paid to the hotel directly by the violator.
- Please try not to waste food and also make sure to avoid food stains in carpets of the hotels where accommodation is arranged.
- Customers should not cause any noise pollution or nuisance in hotel rooms at night. In the event of which, lodging of complaint by other guests may invite the attention of the law enforcing authorities.
- Please make sure that you are taking shower only in specified wet area or else water may flow in to carpets and it may attract penalty by the hotels.
- Local Lunch Will Be burger/pizza/ fish n chips/chicken and chips/ kebab/KFC/ Mac Donald/Indian lunch ...etc

I acknowledge that I have read, understood and accepted the terms and conditions on this agreement

Customer Signature: \_\_\_\_\_



# DECLARATION BY TRAVELER - VISA/APPLICATION PROCESS

I, the undersigned, with respect to my tour package \_\_\_\_\_ (said tour) booked through Switrus Holidays PVT LTD (hereinafter referred to as "Company") hereby declare, undertake and confirm as under:-

- 1.I have read, understood and accepted the terms and conditions of the Booking Form and do hereby agree to abide unconditionally and adhere to the same and the present declaration is read in conjunction with the Booking Form. Any reference to me or myself shall also include and mean my co-traveler.
- 2.I have thoroughly read the application form and ensure that the same is correct. I have verified and understood the contents before fixing my signature for the purpose of submission to the Embassy/ Consulate.
- 3.I have submitted the documents as mentioned in the checklist for processing of the visa. The documents submitted by me are genuine and the information provided by me is true and correct. The Company will not be responsible to verify the genuineness of the documents provided by me.
- 4.I am aware and hereby confirm that issuance of the visa, duration of visa, appointment for visa interview, turnaround time or processing time for visa application, outcome of the visa application etc. are entirely dependent on the sole discretion of the Embassy /Consulate/ Visa Facilitation Centre, and Company does not have any control over their process and, therefore, the Company is not responsible for the outcome of the visa application.
- 5.I accept and understand that my traveling on the said tour package is subject to issuance of Visa by Embassy/ Consulate and if the Visa is not processed and/or granted for reasons not attributable to the Company, I will then have to cancel the tour and will have to pay cancellation charges of the Company as per terms and conditions of the said tour.
- 6.I undertake to bear the Visa fee or the same will be paid by Company (subsequently recovered from the tour cost), as per the rules of the Embassy/Consulate.
- 7.I shall not hold the Company responsible for non-issuance/ rejection of visa due to any reason whatsoever including the receipt of incomplete / delayed documents from me or for delay / rejection of the visa, delay in getting appointment at Embassy/ Consulate/ Visa Facilitation Centre, duration of the visa, deportation etc. and shall keep the Company/ its officers indemnified in this regard.
- 8.I am aware that on my request the Company may re-apply for the visa, and in the event of re-application of visa, I further undertake to pay visa fee and other related charges again to the Embassy/ Consulate/ Visa Facilitation Centre as and when demanded by the Company.
- 9.I am aware that even though I may have a valid visa and travel documents, the Immigration Authority/ies, whether in India/ outside India, in the course of their duty while following the guidelines / exercising their own discretion, may not allow me to travel any further and may even deport me. In such an event the tour will be discontinued and I will not be entitled for any refund of the tour cost paid to the Company for the cancelled part of the tour.
- 10.I have voluntarily decided to proceed with the tour with the knowledge that refusal to grant visa by the Embassy/ Consulate may lead to cancellation of the tour or discontinuation of the tour.
- 11.I acknowledge and accept that rejection of visa would result into discontinuation of the tour and levy of cancellation charges. I have, pending my visa application, have consented for advance bookings by Company for air-tickets, hotels, food and site seeing etc., to be cost effective and to confirm availability, knowing fully well that the outcome of the grant of visa is the sole discretion of the Embassy/ Consulate, and, therefore, shall not hold the Company or its officers liable and/or responsible for the Embassy/ Consulate's refusal to grant the visa or in connection with the relevant matter herewith and will not claim any refund from the Company in this respect

I have given this declaration voluntary after reading and having understood it, and shall abide by the same.

Traveler Signature: \_\_\_\_\_

Traveler Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_