

## **AGREEMENT TO AVAIL TRAVEL ADVISORY AND CONSULTANCY SERVICES**

This Agreement (the "**Agreement**") is entered into the day you click on "I Agree" tab below, by and between yourself ("**you**" or "**your**" or "**yourself**") and Holidays Made Special ("**HMS**") wherein you have agreed to avail the travel advisory and consultancy Services on the terms and conditions listed below and HMS has agreed to provide you the travel advisory and consultancy services upon payment and receipt of the Fees (defined below).

### **TERMS AND CONDITIONS**

#### **A. General**

1. You understand and acknowledge that HMS is an online holiday consultancy and advisory portal through which you can buy certain services that are explained on HMS website [www.holidayismadespecial.com](http://www.holidayismadespecial.com) (the "**Portal**").
2. HMS strictly provides travel related consultancy and advisory services and in no way offers or extends its services directly or indirectly for carrying out bookings, reservations, extending courtesy to any venue whatsoever.
3. HMS is not affiliated to any travel agency, tour operator, airline, hotels, venues etc.
4. By clicking on "I Agree" tab, you will be soliciting the consultancy and advisory services of HMS.
5. You acknowledge that you have gone through the Portal and understood the nature of services of HMS and how these are offered. HMS will not entertain any complaints in this regard. If you have any queries before availing the services, we encourage you to go through the Portal or write to [info@holidayismadespecial.com](mailto:info@holidayismadespecial.com)
6. The services are provided strictly by way of a prior appointment.
7. Clicking on "I Agree" tab below, payment of Fees and a confirmed appointment are conditions precedent before availing the Services under this Agreement.

#### **B. Fees, Taxes and Refund**

8. The fees for the consultancy and advisory services are charged in units of 30 minutes.
9. The fee for each unit of thirty (30) minutes is INR 3,000 ("**Fees**").
10. The Fees is exclusive of taxes levied by Government of India like service tax, education cess etc. which can vary from time to time. The Fees is also exclusive of any payment gateway charges or any charges levied by your bank.
11. If any taxes and payment gateway charges are applicable, these will be advised to you at the time of making the payment. Please contact your bank for any charges that may be applicable for making a transaction of remitting the Fees.
12. Many card companies charge their account holders a transaction fee when the card issuer and the merchant location (as defined by the card brand (e.g. Visa, MasterCard, American Express) are in different countries. The currency exchange rate, if applicable and any transaction fee are determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the cardholders account. When applied by the card issuer, the fees will be listed separately from the transaction amount on a credit or debit card statement. This means the amount

listed on your credit or debit card statement may be a different figure than the figure shown on the billing summary page for a reservation booked on this Website. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank.

13. If and when the taxes are applicable, we expect them to be in the range of 10-15% of the value of the Fees.
14. The Fee is non-refundable unless otherwise stated specifically under this Agreement.

**C. Appointment, Cancellation, Rescheduling**

15. HMS will not accept any appointment request which is not in the units of 30 minutes and until the Fee has been paid in full.
16. The appointments will be attended to by HMS expert by way of online chats.
17. If you do not show up for the appointment on the appointed date and at the appointed time, the Fee shall not be refunded
18. Punctuality for the appointment is the key. If you arrive late for your appointment, there are no make goods.
19. Your device must be supported by an internet connection that supports online chats. HMS will not be responsible for your internet connection and no make goods will be offered by HMS.
20. You can cancel your appointment by providing a prior written intimation at [info@holidaysmadespecial.com](mailto:info@holidaysmadespecial.com)
21. In the event of cancellation request from your side:
  - (a) 100% refund of Fee will be given by HMS if the cancellation request is received by HMS 14 days prior to the appointment date as per Indian Standard Time;
  - (b) 50% refund of Fee will be given by HMS if the cancellation request is received 7 days prior to the scheduled appointment date as per Indian Standard Time; and
  - (c) there shall not be any refund of the fee if the cancellation request is received less than 7 days prior to the scheduled appointment date as per Indian Standard Time.
22. All refunds may be subject to local taxes levied by Government of India and bank charges.
23. HMS shall accept rescheduling requests solely in its discretion. HMS in its discretion may refuse to reschedule the appointment.
24. If HMS accepts a rescheduling request, there shall be a charge of INR. 500.00 per appointment provided such request is received up to 24 hours prior to the scheduled appointment. For any rescheduling requests which are made less than 24 hours prior to the scheduled appointment, there shall be a charge of INR. 750.00 per appointment.
25. All rescheduling charges will have to be made upfront before rescheduling confirmations are provided by HMS.
26. HMS in its discretion can cancel the scheduled appointment for any reasons. Should HMS cancel the appointment, you shall be given 100% refund.
27. All refunds permitted under the terms of this Agreement hereof will be effected with 15 days of the communication of cancellation confirmation to the designated email IDs. Where HMS cancels the scheduled appointment, it shall bear the bank charges.

**D. Extent of Services**

28. The services to be provided under this Agreement being dependant on the questions that you will ask, we encourage you to keep your questions/queries ready. HMS will not enter into any discussions or debates with you.
29. You may be required to fill a questionnaire and submit it to HMS at the time of seeking an appointment. This questionnaire will be studied by the HMS expert before the scheduled appointment. You are advised to fill the relevant sections in the questionnaire and explain your travel needs carefully to enable the HMS expert to help and assist you in the best possible manner in the stipulated time of your appointment.
30. Subject to Section E below, we can advise on any aspect of travel including, without limitation, hotels, flights, cities, culture, languages, recommended cities, areas, venues, eateries, and restaurants.
31. During the appointment, if your query requires HMS expert to do research or get clarifications/confirmations which may not be readily available during the course of appointment, HMS reserves the right to get back to you subsequently after the scheduled appointment if HMS expert confirms to this extent. In such an event, HMS will send you the information by way of email and you will not be charged extra for this follow up services of HMS. Notwithstanding the generality of the foregoing statement, which does not tantamount to an undertaking, representation or warranty, HMS may inform you basis your questionnaire or otherwise that HMS will not be able to advise you on certain aspects of your travel related questions/queries.
32. We do not, by offering travel consultancy services to particular destinations, represent or warrant that travel to such destinations is without risk, and shall not be liable for damages or losses that may result from travel to such destinations.

**E. Fitness of Travel Information**

33. The recommendations and advisory to be provided by HMS is based on its own facts, understanding, experiences, and opinions and are expressly subjective. The information to be provided by HMS is on "as is where is" basis.
34. HMS does not warrant the fitness and appropriateness of the consultancy and advisory services which are expressly disclaimed herewith.
35. HMS will not be liable to you in any manner whatsoever if you act on HMS advice or consultancy and your experience does not turn out to be as good as you expected or suffer any loss or damages.

**F. Miscellaneous**

36. The defence that either party did not read the email shall not be available under this Agreement.
37. You acknowledge and agree that HMS may store the online chat which you will have with the HMS expert during the course of your appointment. Additionally, HMS may process and use certain information provided by you in the questionnaire, during the course of appointment and otherwise. Please read the 'Privacy Policy' of HMS made available on the Portal.
38. HMS reserves the right to terminate the appointment if during the course of chat any foul or indecent language or swear words are used by you. No refunds will be made if the chat is terminated by HMS expert on the foregoing ground.

39. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
40. The provisions of this Agreement are for the exclusive benefit of the parties hereto, and no third party shall be a beneficiary of or have any rights by virtue of this Agreement.
41. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein. This Agreement supersedes and merges all prior written or oral agreements, communications, commitments, or understandings with respect to the matters provided for herein.
42. Each party acknowledges that it is entering into this Agreement in reliance only upon the provisions expressly herein set forth, and not upon any covenants, representations, warranties or other considerations not set forth herein, and that there are no warranties, representations or covenants which extend beyond the description of the express provisions of this Agreement.
43. This Agreement shall be subject to the laws of India and the courts in Mumbai shall have the exclusive jurisdiction to try any disputes arising hereof.
44. As a condition precedent of availing the services of HMS, you warrant that:
  - A. you are at least 18 years of age and are of sound mind, (ii) you possess the legal authority to create a binding legal obligation, and
  - B. all information supplied by you to HMS is true, accurate and complete.