Terms and Conditions of booking Andaman tour with **BEST ANDAMAN DEAL**

Thank you for choosing Best Andaman Deal for the best travel experience. We take all efforts to ensure that you have a warm and delightful holiday experience. We devote keen attention to every minute detail of your tour. Our Company is based in the capital city of Andaman Islands, Port Blair Operated by seasoned professionals with an expertise of more than 15 years in the hospitality Industry hailing from the International star brands like ITC, Radisson, Holiday INN, Le Royal Meridien, Raintree Hotels, etc., to provide you the best tour option here in the Andaman Islands. We operate tours under a collective brand known as “Best Andaman Deal.

The following Booking Conditions together with the General Information and Information contained on our website form the basis of your contract with Best Andaman Deal. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday/Tour arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you.

**Description and Commencement:**

* These Terms and Conditions be called Best Andaman Hospitality Private Limited (Domestic and International Tourist) Terms and Conditions.
* Best Andaman Hospitality Private Limited will be hereinafter referred to as “Best Andaman Deal”, “the Company”, “operator”, “we”, “us” or “our” and its user will be hereinafter referred to as "you", "your", "yourself”, “them” or “they”, “his", "her", "co-traveler", “traveler”, "Customer”, “passenger", “Guest”, “user”.
* Terms & Conditions extend to all domestic as well as International Tours, Customized Holidays & Corporate Tours organized by Best Andaman Hospitality Private Limited.

**1) Definitions:**

In these Terms and Conditions, unless the context otherwise requires

a) Best Andaman Hospitality Private Limited works under the brand name ‘Best Andaman Deal’; therefore, both these names will be considered one and the same and used synonymously therein.

b) Guest/s means all the customers, tourists, travelers, vacationers, sightseers, visitors, a backpacker who have registered their names or enquired about tour/package or booked the tour by making part or full payment for any scheduled tours, customized packages or any other travel-related services provided by Best Andaman Deal (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, and administrators)

c) All references in these booking conditions to "holiday", "booking", "contract", "package", “Tour/s” mean any Domestic/ International Tours organized by Best Andaman Deal.

d) FIT means Free Independent Travel and GIT means Group Inclusive Tour.

e) Customized holiday means a tailor-made holiday wherein Tour Itinerary is designed as per the individual requirements of each guest.

f) India Inbound means tours designed for non-residents to explore the states of India and the Indian Subcontinent.

g) Speciality tours include tours like Honeymoon Special, Women’s Special, Seniors Special, Singles’ Special, Weekend Special, 10th & 12th Special, Post Tour Holidays, and Festival Holidays.

h) Corporate tours (MICE) means a specialized niche of group tourism dedicated to planning, booking, and facilitating meetings, incentives, conferences, exhibitions, seminars, and other events.

i) PSPs i.e. Preferred Sales Partners are Best Andaman Deal’s Authorized Travel agents who possess the requisite licenses, permissions, expertise, and infrastructure to sell the tour organized by Best Andaman Deal to all the prospective guests.

j) “Child/Infant”: “An infant means a person below the age of two years, and a “Child” means a person above the age of two and below the age of twelve years on the date of travel/tour.

k) “Brochure” shall mean and include any printed/typed itinerary. The Brochure shall form an integral part of these Booking Terms and Conditions.

l) “Tour price”, “Price”, “Prices” means the tour price mentioned in the Price Grid/brochures /Quotation/ online and other payments such as taxes, surcharges, etc. payable by the guest to Best Andaman Deal.

m) “Independent Contractor”/“Service Provider”, “Supplier” means supplier of any infrastructural facility and shall include any hotelier/hotel management, airlines, shipping company or railway, Ferry, boat owner/ operator, cruise, restaurant, places of entertainment like theme parks, museums, art galleries, coach owner/operator, transport owner/operator, owner/operator of any other person or Organisation who has been selected by the Company to render services to the Guests.

n) The First Day of the tour shall start at any time (i.e. in the morning/afternoon/evening) at the first destination depending on the arrival of the respective flight/train/cruise or any other mode of transport and the same shall be in case of the last day of the tour. In other words, a 'Day' shall mean a part of the day or 24 hours or its part thereof.

o) “Force Majeure” means an event or circumstances beyond our control, In these Booking Conditions, " force majeure" means an event or circumstances not within the reasonable control, directly or indirectly, of Best Andaman Deal or the supplier of the service(s) in its ability to perform its obligations/ responsibilities regarding the tour including ,war or threat of war, hostile invasion, act of foreign enemies; rebellion, revolution, insurrection or military or usurped power or civil war; epidemic, explosion, fire, flood, earthquake, tsunami or other exceptional natural calamity and act of God; ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; any act or omission of any Government instrumentality; a change in Legal Requirements; strikes, lockouts or other industrial disturbances; & abnormal weather or sea conditions including tempest, lightning, hurricane, typhoon, rain & temperatures; riot, commotion or disorder; civil strife, actual or threatened terrorist activity, industrial dispute, major road works, traffic congestions, fairs, festivals, sports events, political/religious gatherings, strikes, change of management/closure of hotels/ restaurants, over booking of hotel or flights or Cruise or Ships or Ferry or Helicopter or Sea Plane or all them, delay/cancellation/re-routing/shutdown / Non-operation/ breakdown / of flights or railway or Cruise or Ships or Ferry or Helicopter or Sea Plane, closure of/restricted entry at a place of sightseeing, fire, a pandemic, an epidemic and all similar events outside our control. we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in the clause below) as a result of "force majeure".

p) Extra Mattress means roll away mattress, which is on the floor. (For a domestic tour, extra mattress & for an international tour, extra bed)

q) Website means www.bestandamandeal.com

r) Web pages means pages on the Website www.bestandamandeal.com

s) Jain Food means food without onion, garlic served at the time of tour groups meals and not necessarily before sunset, it may or may not be served on the table.

t) Meal Includes breakfast/lunch/ dinner (they are pre-set menus) and/or any other snacks (dry or wet) supplied.

u) Tour Manager / Leader/ Escort / Assistant: A Person designated by Company to help / guide / assist the guest/s in and or during India and/or World Tours Organized by Best Andaman Deal.

v) Gender - The masculine gender shall also include the feminine gender and vice versa, the singular shall include the plural and vice versa and shall include grammatical variations if any.

w) Each of these terms and conditions shall be severable and if any provision hereof is declared invalid, illegal, or unenforceable, then remaining provisions nevertheless shall have full force & effect.

x) VISA means a Certificate issued or a stamp marked (on the applicant’s passport) by the immigration authorities of a country to indicate that the applicant’s credentials have been verified and he or she has been granted permission to enter the country for a temporary stay within a specified period. (Note: The Company does not have any role to play for issuance/rejection of Visas other than being a facilitator).

y) Cancellation Policy means and includes all the cancellation charges levied by the company from time to time, third party cancellation charges, etc.

z) Visa Cancellation Policy means and includes all the cancellation charges levied by the company from time to time arising out of non – granting/delayed granting of a visa by the concerned Consulate due to any reason.

aa) Jurisdiction means the geographical area over which a court or government body has the power and right to exercise authority. Parties hereto agree to confer exclusive Jurisdiction to Port Blair Courts / Forums.

bb) Terms and Conditions mean these terms and conditions and include Booking criteria, Tour Payment, Booking Form, Web Pages, Brochure, Cancellation Policy, Itinerary, and other documents as may be notified from time to time.

**2) Quotations and Proposals:**

a) all quotations are subject to change and are subject to availability at the time of confirming a booking. If any services you require are not available, you will be availed with available, suitable alternatives.

**3) Booking Terms:**

a) When making a booking you will be accepting our terms & conditions and pay a fixed amount on behalf of you and all members of your group to secure your services. You must be over the age of eighteen years old to make a booking with Best Andaman Deal. Any bookings made within 16 days from the date of service must be accompanied by 100% of the total tour price to confirm your tour services. If Best Andaman Deal accepts your booking you will be sent a final confirmation or an invoice within seven days of receipt of your booking and a contract will be made between you and us as soon as a confirmation or invoice has been provided. You accept all our Terms & Conditions when making a booking with us. By using our services, you consent to our terms and conditions.

b) There is no contract between the Best Andaman Deal and the Customer until the Best Andaman Deal has received the appropriate non-refundable interest-free deposit amount. The full payment must be received under the payment Policy mentioned under the Payment Policy table (“Timeline for Minimum Per Person Payment to be made by you”) at the time of booking. If not paid in that time, the Best Andaman Deal reserves the right to cancel the booking with the consequent loss of deposit and apply the scale of cancellation charges as mentioned under Cancellations.

c) If booking online, it is your responsibility to ensure that all entered details are correct. If you realize that a mistake has been made after your booking has been confirmed you must inform us within 12 hours after the receipt of your confirmation.

d) If you book through a travel agent, the travel agent will hold your deposit and any other payments until Best Andaman Deal sends a confirmation of booking or invoice.

e) In the event the Customer makes a booking with a travel agent which involves only some travel-related arrangements by Best Andaman Deal, the customer shall be deemed to have his contract only with his travel agent who shall be solely responsible and liable.

f) Our Independent Contractor have their booking conditions or conditions of carriage, and these conditions are binding between you and the supplier as your contract will be direct with the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices or the offices of the relevant supplier.

g) Customer shall participate in the Tour in its entirety. The Customer will have to strictly follow the Tour Programme and return to their respective country/City as per the validity of the air ticket. It is agreed that for all purposes, it shall be the responsibility of the Customer to reach the place of commencement of the Tour and register with the representative of the Best Andaman Deal at the appointed place, date, and time. Best Andaman Deal shall not be responsible in any manner for refund or otherwise, in the event Customer does not participate in any part of Tour and/or does not avail of the services including but not limited to meals, rooms, entry tickets, excursions, mislaid or destroyed travel tickets or vouchers in part or whole.

h) All our group tours operate with allocated seating, we reserve the right to assign or reassign seats at any time, even after boarding the mode of transportation. This may be necessary for operational, safety, or security reasons but not limited to Medical Requests for seating is at the sole discretion of Best Andaman Deal. Any indication of your seating is for reference only and may be subject to change at any time.

i) **The Best Andaman Deal has the right at any time and for any reason**:

i.1) To terminate the Contract after acceptance of the deposit but before the commencement of the tour without assigning any reason whatsoever. In such an event, Best Andaman Deal shall refund the non – refundable deposit and/or Tour price as may be applicable. It is expressly agreed that the Customer shall not be entitled to any other amount whether by way of interest or otherwise and Customer agrees not to make any claim, therefore.

i.2) To alter, amend, change, modify, vary or withdraw any tour package, itineraries, tour schedule, travel plan, tour arrangements, and sightseeing, holiday, excursion, or facility it has advertised or published at any time whether before or after registration or before or after the departure of the tour or to substitute an Independent Contractor of similar class if it is deemed advisable or necessary. In such events, Best Andaman Deal shall not be liable for any additional expense or consequential loss suffered by the Customer for any claim on any account whatsoever.

j.) In the event of the Best Andaman Deal exercising its right to amend or alter any Tour or Itinerary or holiday advertised in its Brochure/Itinerary even after such Tour or holiday has been booked, the Customer shall have the right:

j.1) To continue with the Tour / Itinerary as amended or altered, or

j.2) To accept any alternative Tour/ Itinerary which Best Andaman Deal may offer or

j.3) To unconditionally accept the return of the tour price charges in a full and final settlement.

k) In any of the above cases, the Customer shall not be entitled to, nor shall the Best Andaman Deal be liable to the Customer for any damage, additional expenses, consequential loss suffered by him or to pay any amount as refund. The Customer will not be entitled to make any grievance thereafter in respect of the same.

l) In case the Customer travels on an amended tour or change in the itinerary the legal relationship between the parties shall not change only by the amendment. The Customer opting to continue with the tour arrangements as altered or amended shall pay additional charges if any levied by the Best Andaman Deal.

m) These conditions apply to every Customer of the Best Andaman Deal who books a Brochure Tour or any Special Tour or travel arrangement or Tailor-Made Holiday. In the event of a Customer booking through Best Andaman Deal, a Tour or Tour Arrangement of any other Independent Contractor like Makruzz, Green Ocean, Coastal Cruise, Hotel Partners, etc. the “Booking Terms and Conditions” specified by such Tour Operator including their payment schedule, cancellation, refund, etc. shall be applicable in addition to these “Booking Terms and Conditions” while determining the independent Contractor and Best Andaman Deal.

n) Each of these conditions shall be severable from the other and if any remaining provisions shall nevertheless have full force and effect. No liability on the part of the Best Andaman Deal arising in any way out of the Contract in respect of any tour, holiday, excursion facilities shall exceed the total amount paid or agreed to be paid for the tour holiday and shall in no case include any consequential loss or additional expense whatsoever

o) All Tours/services/arrangements will be subject to and operated/ provided under applicable laws, rules, regulations, and guidelines including of the Government of India/Reserve Bank of India.

p) This contract and all matters and disputes arising out of or relating to the contract shall be subject to the laws of India and courts/tribunals forums of the West Bengal Territory of Andaman and Nicobar Islands only.

a) Rates are valid only for Indian Nationals, for any other nationality, please speak to our tour Specialist.

b) Best Andaman Deal is engaged in the business of organizing travel and holidays and does not control or operate any airline, neither own nor control any shipping company, coach or coach company, hotel, transport, restaurant, kitchen caravan, or any other facility or service. Best Andaman Deal shall not be responsible for any delay, improper service provided by any agency, airline, transport, hotel, any provider of services, for any injury, death, loss, or damage which is caused by the act or default of the management or employees of any hotel, airlines, shipping companies, coach owners /coach operators /tour operators who are Best Andaman Deal's independent contractors.

c) In accordance with the state government a valid photo ID is a must for all traveling individuals.

d) The taxes mentioned in the holiday packages are subject to revision in case of any change.

e) All the customers are strongly recommended to check and verify their booking thoroughly once they receive the e-mail confirmation from bestandamandeal.com. Please contact our travel experts if there is any incorrect or incomplete information, which needs to be altered or changed. In case of any changes or amendments, certain elements of the holiday package are non-refundable. bestandamandeal.com cannot be held responsible if inaccuracies are not notified by the passenger within 1 day of sending out the booking confirmation.

f) Best Andaman Deal reserves the right to amend, alter, vary, or withdraw any holiday package without any prior notice.

**Tour Policy:**

a) All services will be as per those specified/confirmed and paid for as per Service Vouchers. If you avail of any service which is not included in the Holiday package or get yourself upgraded, then the payment for the same will have to be cleared by you directly. Please note that porterage, tips, gratuities, room service, laundry, excess baggage charge, á la carte meals, alcoholic beverages, and soft drinks, paid toilets, etc. are not included unless specifically mentioned as included.

b) All the holiday packages listed on Best Andaman Deal are mentioned with their hub cities. Passengers starting their tour from hubs other than those mentioned in the inclusion of the package may be required to pay a supplement cost to travel to and from the hub city.

c) Any change in airline fare, visa fees, and taxes could result in a change of the final holiday package cost.

d) Single passengers or passengers traveling in an uneven number in a group are required to take a single room. In this case, the passenger needs to pay an additional cost. In case of fixed departures, if Best Andaman Deal is unable to find a companion for the passenger in uneven numbers, an additional single room supplement may be applicable.

e) Under no circumstances shall Best Andaman Deal re-conduct a tour. No refund will be provided for the unutilized services.

f) Preponing or postponing a confirmed tour may result in supplement costs.

g) In the case of holiday packages where a minimum number of passengers have been indicated by the passenger, any increase or decrease in the number of passengers may result in a change of the total holiday package cost.

h) Itinerary may get changed or shuffled according to the weather condition or if an attraction is closed for any reason.

i) The holiday package cost might fluctuate during peak dates, due to festivals or holidays or other high occupancy dates.

j) Early Check-in & Late Check-out purely depends on respective hotel policies and availability.

k) The boats to Elephant Beach will be allocated on a shared and rotation basis. Guests may have to wait till their boat allocation And Best Andaman Deal doesn’t have any control over it.

l) Only base category seats will be reserved for Port Blair, Neil, Havelock Cruise/ferry sailings. However, if Cruise/Ferry/Seat Class of tickets are not available, Best Andaman Deal shall try to block higher category tickets and the applicable difference amount has to be paid by the guest/ Travel Agent/ Airline on or before arrival.

m) During your holiday your driver, tour leader, guide, hotel, or other service providers may offer services or excursions which are not included in the price of your holiday or listed in our brochure. Since they do not form part of your contract with us, we do not accept any responsibility for their cancellation or curtailment or any loss, damage, injury, or death that you may suffer. If you wish to make a complaint or bring a claim concerning such excursions or activities, then you should contact the person who offered them to you directly.

n) For operational reasons, not all additional excursions listed on the tour itinerary or published online may be available during your tour. Your tour manager will advise you of availability whilst on tour. All additional and, or optional excursions are not guaranteed to operate and operation of them is subject to the discretion of the operator

o) Our liability to you for the acts of our suppliers and employees is limited by our terms & conditions. Our liability to you for your holiday and any loss, damage, or injury that you may suffer in relation to, or as a result of it (whether caused by us or by our employees or suppliers acting on our behalf) shall be limited as follows:

 o.1) We shall not be liable in circumstances that we, our suppliers and employees could not, even with all due

 care, foresee or avoid or for unusual or unforeseeable circumstances beyond our control, consequences of

 which we could not have avoided even if all due care had been exercised;

 o.2) In the event of a breakdown of a coach on a touring holiday, our liability will be limited; if for any reason we cannot provide a replacement coach and that you miss out on a significant attraction we will reimburse the amount which we have paid to the supplier, though we will endeavor to replace the coach at the earliest. However, sometimes delays will occur due to many reasons beyond our control. In this event, we are also entitled to use a replacement coach that we deem fit to conclude the rest of the journey. The replacement coach may or may not have the same amenities as the original coach.

o.3) Best Andaman Deal accepts no liability for loss or damage whatsoever for baggage or personal belongings placed on any of our transporting vehicles, Hotels, Supplier' property; regardless of circumstances at hand.

p) Best Andaman Deal shall in no circumstances whatsoever be liable to the Guest or any person traveling with him for:

p.1) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss, and/or damage, or any kind of theft howsoever caused.

p.2) Any act, omission, a default of any independent contractor or other person or by any servant or agent employed by the provision of accommodation refreshment, carriage facility or service for the guest or any person traveling with him howsoever caused.

p.3) The temporary or permanent loss of or damage to baggage or personal effects howsoever caused including wilful negligence on the part of any person.

p.4) if the Customer is booked on a particular airline and the said flight is overbooked/canceled for whatever reason and the Customer is not allowed/able to board the flight, the Customer shall not hold the Operator responsible for the same and no claim whatsoever can be made by the Customer against the Operator.

q) Best Andaman Deal shall not be responsible and/or liable for any damages caused to the Customer due to reasons beyond the control of the Customer including Force Majeure/Vis Major.

r) Best Andaman Deal is responsible for arranging the Tour Services as applicable and slated in the Brochure/Quotation/Itinerary/website.

s) Customer acknowledges that the Best Andaman Deal acts only as an agent of the Independent Contractor and the Best Andaman Deal is not responsible or liable for any act or omission of such independent contractors. The customer agrees that all tickets, coupons exchange orders, etc. are furnished and issued subject to the terms and conditions herein and the terms and conditions relating to the service of each Independent Contractor. The customer further agrees that each separate contract of such an independent Contractor when issued shall constitute the sole agreement between the Customer holder and the Independent Contractor.

t) All certificates/documents and other travel documents issued by Best Andaman Deal or otherwise issued to Customers are subject to the terms and conditions of the concerned sub-contractor, as governed by the laws of the related country and/or applicable international conventions.

u) Customer agrees not to hold the Best Andaman Deal or its Directors, Agents or Employees responsible, nor seek from any or all of them any amount her on account of loss damage cost expense or otherwise of whatsoever nature, for any act or omission not directly attributable to Operator. In the event, it is determined that the loss, damage, cost, or expense is the direct result of an intentional negligent, act or omission of Operator, Customer shall be entitled to an only refund of the Tour price or part thereof, paid by him, as the case may be.

v) Customer agrees that he would not be entitled to make any claim against Best Andaman Deal on any account whatsoever unless the same is lodged with the Managing Director of Best Andaman Deal at its Registered Office address not later than 14 (fourteen) days after the culmination of the Tour along with requisite proof.

i) You are responsible for checking-in for flights and presenting yourself for all pre-booked attractions whilst on holiday. Best Andaman Deal cannot accept liability if the passenger misses his her co-travelers flights as a result of late check-ins or arrivals or even if travel arrangements are affected by bad weather conditions such as the Cruise / Ferry / Boat/ Catamaran/ ship/ Helicopter/ Sea Plane not operating between inter-island due to which passenger unable to reach Port Blair Airport to take up his flight or even due to any other unforeseeable circumstances, and no credit notes or refunds or compensation will be given if you fail to take up his/her/co-traveler flight or if you fail to take up any component of his/her/co-travelers tour for whatsoever reason. If the passenger has purchased an air ticket through Best Andaman Deal we will try to assist in making new arrangements, in such cases, the fare difference amount/Airline cancellation charges/ Airline rescheduling Charges, Hotel/Resort Accommodation charges, or any sort of expenses arising will need to be borne by the passenger.

j) Best Andaman Deal is not liable or responsible in case of Cruise / Ferry / Boat/ Catamaran/ ship/ Helicopter/ Sea Plane, do not operate due to bad weather or load factor or technical issue or natural calamity, or other unforeseeable circumstances or even and the Passenger is not allowed / able to board the Cruise / Ferry / Boat/ Catamaran/ ship/ Helicopter/ Sea Plane, However Best Andaman Deal liability will be limited only to Value of the actual ticket fare of Cruise / Ferry / Boat/ Catamaran booked for the Passenger between Andaman’s inter Inland. The alternative arrangements such as Hotel/Resort accommodation charges, Flight rescheduling fare difference amount, Flight cancellation Charges, or the fare difference amount for re-booking flight tickets or any sort of expenses arising will need to be borne by the passenger.

k) Independent activities chosen by the passenger shall not be arranged by Best Andaman Deal during the tour. However, Best Andaman Deal may be depending on the tour course, arrange such activities under separate conditions at an additional cost.

l) Best Andaman Deal may refuse passenger participation if it determines that he/she threatens to embarrass, create inconvenience or interfere with the collective activities of other tour participants

m) If the passenger makes his/her flight arrangement, Best Andaman Deal will not be liable for any loss resulting from flight cancellation/delays/changes in itineraries or travel date

n) During local and national holidays, on special events, peak seasons, on long weekends, and during religious occasions, entry to certain facilities such as National Monuments, Light & Sound Show at Cellular Jail, Ross Island or Light & Show at Ross Island, Baratang Island, Jolly buoy/Red Skin Island, Elephant Beach, Trip to Havelock Island, Trip to Neil Island and museums may be limited or not available. In such cases, alternatives will be offered where ever possible. Best Andaman Deal will not be liable for any closures, necessary itinerary changes, or curtailments on the tour for any reason.

o) Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible opportunity.

p) We also reserve the right under certain circumstances to cancel your travel arrangements. For example, if the minimum number of guests required for a particular travel arrangement is not reached, we may have to cancel that tour departure. However, we will not cancel your travel arrangements less than two weeks before your departure date, except for reasons of force majeure. If we are unable to provide the booked travel arrangements or similar, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. Best Andaman Deal cannot be held responsible for any cost which you incur as a result of cancellation due to lack of passenger participation. Best Andaman Deal accepts no liability for bookings made outside the services rendered by us.

**Brochure:**

a) Brochures are printed several months in advance and the brochure’s description of services is as accurate as possible. However, Best Andaman Deal does not own any hotels, airlines, restaurants, cruises, or coaches. There may be changes in the services/itinerary including for reasons of Force Majeure / Vis Major.

b) In case the alternate arrangements made are materially superior as compared to the ones described in the Brochure, Best Andaman Deal reserves the right to charge extra for the same any time.

c) The prices quoted in the brochure have been calculated at the rate prevailing at the time of printing of this brochure. Best Andaman Deal reserves the right to amend the prices published in this brochure in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/ high season charge levied by the Independent Contractors, hike in the airline/rail charges before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before the departure by the user.

d) No person including the Employee/s and Agents of the Best Andaman Deal other than the Best Andaman Deal, in writing has the authority to vary, add amplify or waive any stipulation, representation, term, or condition set forth herein or the Brochure.

e) Customer accepts that the Services detailed in the Brochure are as are normally available, especially at the time the Brochure is printed, and which Best Andaman Deal shall endeavor to provide subject to Best Andaman Deal’s right to alter, amend, change, modify, change, modify, vary or withdraw the same.

f) In case of publication of any travel scheme offering any discount or benefit by the Company, it shall have the sole right to withdraw such a scheme or discount at any time unless a specific assurance to the contrary is published.

g) Best Andaman Deal shall not be responsible for or bound by any printing, typographical error other such errors in the Brochure.

 **Website Accuracy:**

a) Information provided within our Website is factually accurate at the time of print (October 2020). We have tried our best to provide an accurate description of all the services, amenities, and places of interest within our Website. However, circumstances can change which are beyond our control, and thus we cannot take responsibility for the same. These can take the form of circumstances such as force majeure, bad weather/traffic, closure of hotels/restaurants, overbooking of hotels/restaurants, restricted access to certain sightseeing due to necessary re-routing, and availability of services.

b) The prices and details within this Website will become void once a new price is published. Errors and omissions excepted.

c) The prices shown on the Website can be changed at any time without prior notice. Such changes do not apply to reservations already accepted.

d) Best Andaman Deal, explicitly reserves the right to correct any pricing errors on our website and/or on pending reservations made under an incorrect price. In such an event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty. Best Andaman Deal is under no obligation to provide services to a customer at an incorrect (lower) price, even after customers have been sent a confirmation of their booking.

e)The images used in the holiday package on our website/Brochure/any other Promotions are for representational purposes only.

f) Best Andaman Deal has taken due care and responsibility to verify and check all information on its website at the time of compilation. However, this information is supplied by authorized tour/cruise operators, accommodation, and other service providers in our travel packages. Best Andaman Deal accepts no responsibility for any inaccurate description or inaccuracy mentioned in the package or on the website.

 **Payment Policy:**

a) All payments towards the tour price must be made by the customer to the company following the procedure and time frame mentioned herein below.

b) The package offers flexible payment rules depending upon the advance purchase period or the inclusions. However, at times because of dynamic airline prices or peak season, we may ask you to furnish a higher amount before we start issuing the final vouchers.

c) Upon confirming of availability, a deposit payment as mentioned in the below table (is excluding Airfare cost) and 100% of total Airfare cost (if we book the air tickets for you) should be remitted immediately to secure the booking. The outstanding balance should be paid 16 days before the date of service. Please ensure you transfer all funds as invoiced, free of bank charges

**c. 1) All Andaman Island’s, Holiday Included Tour**

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| --- | --- |
| **Timeline for Minimum Per Person Payment to be made** | **Advance Payment Charges (excluding Airfare)** |
| At the time of booking – Interest-free non-refundable deposit |  INR 1,500 per person\* |
| By 60 days from the date of departure of the tour  |  50% of the Accommodation &  50 % Cruise Ticket Cost or INR  5000/- whichever is higher |
| By 46-31 days from the date of departure of the Tour |  50 % of the Net Tour Price |
| By 30-21 days from the date of Departure of the tour |  70% of the Net Tour Price |
| By 16 days from the date of departure of the Tour |  100% of the Net Tour Price |
| Airfare at the time of booking  | 1. 100% of total Airfare cost at the time of booking
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**c. 2) All Andaman Island’s, Holiday Included Packages (Excluding Accommodation)**

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| --- | --- |
| **Timeline for Minimum Per Person Payment to be made**  | **Advance Payment Charges (excluding Airfare)** |
| At the time of booking – Interest-free non-refundable deposit | INR 1,000 per person\* |
| By 60 days from the date of departure of the tour | 100% Cruise Ticket Cost or INR 2000/- whichever is higher |
| By 46-31 days from the date of departure of the Tour | 50 % of the Net Tour Price |
| By 30-21 days from the date of Departure of the tour | 70% of the Net Tour Price |
| By 16 days from the date of departure of the Tour |  100% of the Net Tour Price |
| Airfare at the time of booking | of total Airfare cost at the time of booking |

d) When booking online, it is important that you understand that payment at the time of booking does not mean that your booking is confirmed. Your booking is only confirmed when we send you the final confirmation of the booking. If due to lack of availability we are unable to confirm your services after you make a payment through the online booking portal, we will refund you any monies paid to us. Any refund owed may take up to two weeks to reflect on your account. We cannot take responsibility for any interest, surcharges, or fees, which you may incur as a result of a delay in money transfer.

e) Price per person is based on 2/3 adults sharing a room. The child must share a room with 2/3 adults. Max. occupancy is 3 adults (excluding infants).

f) Above payment policy is subject to change during peak season.

g) PAN card copies are required in case of cash payments of INR 50,000 or above per booking.

h) For Air Tickets issued/blocked within the time limit: Full INR component to be collected before issuance, else price will be subject to change.

i) Final vouchers can only be issued once Best Andaman Deal has received full payment

j) The booking is deemed canceled if full payment is not received in less than 15 days before departure.

k) The customer hereby agrees that the customized package is as per his/her will and choice. No claim on the combination, price of the package, category, and type of service shall be entertained by Best Andaman Deal

l) The booking of the final combined package shall be subject to availability.

m) Final price is as per inclusions selected by the customers. In case, the customer has changed any component, the same will be updated in price. Customers’ final confirmation will have exact components that were selected and reviewed by the customer while booking the package.

n) Final price of the same package combination may vary from time to time and shall not be fixed. Any claims on the tour price shall not be entertained.

o) Taxes are added as per government rules in the final price before the final payment

p) The tour price doesn’t include special dinner or mandatory charges levied by the hotels especially during New Year and Christmas or any special occasions.

q) Early Bird offers and other promotional/web-only discounts are applicable only in conjunction with confirmed bookings and deposit payment.

r) Early Bird Offer is not applicable for infants aged 0-23 months for any holidays mentioned on our website (www.bestandamandeal.com) or brochure. Infant prices for coach holidays are for a seat only.

s) The prices offered for the All Holiday package is per person and is considered to be sharing a room. e.g. INR 30,000 per person means 2 adults or 3 adult or 2 adult & 2 children below 12 years, or 3 Adult & 1 child below 12 years or 2 adult & 1 child below 12 years or even 1 adult & 1 child below/above 12years of age going together and sharing the same room for an entire trip, hence the total cost will be 30,000\*2 or 30,000\*3 or 30,000\*4 + service taxes as per government rules.

t) The prices offered is been calculated as per the rate prevailing at the time of product development. The Company reserves the right to amend the prices in case of currency fluctuations, changes in the various gross rates of exchange and/or fuel costs, special/high season charge levied by the suppliers, hike in the airline/rail charges before the date of departure and to surcharge accordingly. All such increases in price must be paid in full before the departure by the guest.

u) payments made towards the foreign exchange component of the tour will be calculated as per the rate of exchange of the day of payment.

v) Best Andaman Deal is under no obligation to give a breakdown of the actual costs involved in a holiday, however during the Tailor-Made/ Handpicked package quotation the breakdown of holiday component may be given, which is just for your awareness purpose only and it may not be accurate. In event of cancellation or amendment or during any Circumstance which included force majeure you cannot make any claim based on the rate mention in the Quotation.

**Offer:**

a) If you are using an offer while making the booking, then the same will be subject to terms and conditions of the offer. Offers cannot be clubbed with any other offer on Best Andaman Deal.

b) Best Andaman Deal has the right to amend/withdraw an offer at any time without prior intimation.

c) In case of any dispute, the decision of Best Andaman Deal will be final and binding.

d) If our independent contractor unable to provide any complimentary service Due to bad weather conditions or other unforeseeable circumstances, Best Andaman Deal will try its best to provide an alternate, no refund will be provided for the unutilized services

**Bookings Made Online:**

a) You may choose to book your holiday online through our online booking portal. All bookings which are made online are subject to the terms & conditions which apply to all bookings made with Best Andaman Deal. All bookings which are made through our web-portal remain provisional until Best Andaman Deal issues a final confirmation invoice.

b) All bookings made through our web-portal are subject to accuracy checks by Best Andaman Deal before services which are requested can be confirmed. If the requests which you make (i.e. regarding rooming, seating, dietary, etc.) at the time of your booking process are contrary to these Terms & Conditions or published general information, we have the right to refuse the booking. In this circumstance, we will contact you and inform you of the inaccuracies. At this time, you may choose to amend the booking in line with accepted policies and pricing or cancel your provisional booking with Best Andaman Deal. Online bookings may allow selections contrary to our policy, these are subject to our approval.

c) It is your responsibility to ensure that you review our terms & conditions, general information, and have all relevant documentation before beginning the booking process. To complete your booking, you will be required to register an account, fill all necessary fields, read and accept the terms & conditions and the published general information and provide a minimum deposit or full payment depending on your departure date proximity. By using our services, you accept our Terms & Conditions.

d) All bookings processed through the online booking portal must be paid in INR. If you choose to use a debit/credit card, which is not issued by an Indian bank, you will incur the respective surcharges/fees placed upon you by your issuing bank or building society.

e) It is important to understand that your booking will be confirmed only once you have received a final confirmation invoice from Best Andaman Deal. Payment at the time of booking does not guarantee that your booking is confirmed. If your booking is confirmed by Best Andaman Deal, you will receive a final confirmation invoice within 7 days of completing your booking.

f) It is your responsibility to ensure that all details are correct before you complete your booking with a payment. If you notice any inaccuracies when you receive the booking confirmation, you must contact us within 12 hours of receipt. If you fail to notify us within 24 hours, amendment fees will apply. Any surcharges incurred will not be refunded.

g) Web-based discounts are only applicable to bookings made through the online booking portal. Best Andaman Deal has the right to withdraw web-based discounts or promotions at any time and without prior notice.

**Your Holiday/ Tour Tour price:**

a) Once we have sent you a booking confirmation or invoice, we will only change the price of your holiday if there is a change or increase in any one or more of the following:

a.1) Transportation costs (including flight supplements and the cost of fuel);

a.2) Dues, taxes, or fees chargeable, such as landing taxes or embarkation or disembarkation fees at ports and airports; or the exchange rate applicable to the particular holiday package. (Our prices are fixed using the exchange rates available as of date)

a.3) In the event of a significant increase in any of the components that are included in your tour price i.e.: hotels, entrances, flights, Land transportation, Sea Transportation, Air Transportation & food.

b) Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible opportunity.

c) We also reserve the right under certain circumstances to cancel your travel arrangements. For example, if the minimum number of guests required for a particular travel arrangement is not reached, we may have to cancel that tour departure. However, we will not cancel your travel arrangements less than two weeks before your departure date, except for reasons of force majeure. If we are unable to provide the booked travel arrangements or similar, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available. Best Andaman Deal cannot be held responsible for any cost, which you incur as a result of cancellation due to lack of passenger participation. Best Andaman Deal accepts no liability for bookings made outside the services rendered by us.

d) Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

e) If we increase the cost of your holiday by more than 10% you may cancel the holiday, provided that you notify us within seven days from the date you receive the confirmation or invoice with the increased amount. We will refund you the full amount paid by you to Best Andaman Deal towards your booking.

f) Early Bird Offers and discounts are only applicable to flight tours when the land arrangements and flight components fall within the given budget of the tour price. Early Bird discounts will not apply to flight tours when flight/hotel surcharges are present. Any applicable discounts are only valid to tours that are not amended in any manner.

g) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

 **Withdrawal of Membership:**

a) Operator reserves the right to withdraw tour membership from anyone whose behavior is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety or the passengers and operator shall be under no liability to any such person. It is hereby declared that the immunities provided under this contract shall be available to the Operator’s managers, including tour managers, employees, servants, and agents but not to the independent contractor selected by the Operator.

**Communication:**

a) Any communication directed at the address or made through/on the contact details such as e-mail id, cell phone/telephone no. /fax no. of the customer as disclosed in the booking communication or made to the travel agent through whom the customer has made the bookings with the company shall be deemed to have been communicated to and received by the customer. The Company shall not be responsible for any error on part of the mode of communication or the Travel Agent in this regard.

b) Best Andaman Deal reserves the right to call you back on the contact number shared by you on the website.

c) By providing your personal information on our website or over the telephone to our travel experts, you consent to the collection, storage, and processing of your personal information by Best Andaman Deal. Some information and e-mails sent to Best Andaman Deal by customers may be used as testimonials but no e-mail address or contact details will be displayed with the same.

**Luggage Allowance**

a) Luggage Allowance in all sectors should not exceed 15 kg's per person. This Excluding 8kg of hand luggage, only soft bags are allowed.

 **VISA Permits for Foreign Nationals:**

a) Visas may be required to enter the Andaman Islands. It is the responsibility of the guest to have a valid passport, visa, permits, travel documents, vaccinations, and other relevant medical certificates. Best Andaman Deal will not accept responsibility and its cancellation policy shall be applicable if a guest is refused entry due to incorrect or incomplete documentation.

b) It shall be solely your responsibility to hold valid travel documents like passports, visas and ensure other statutory clearances like immigration, to enable you to travel on the tour hassle-free.

**Special Needs & Special Requests:**

a) Where possible, we accept bookings from people with special needs who wish to make special requests, although we cannot guarantee to be able to do so.

b) Best Andaman Deal reserves the right to refuse a booking or service, based upon the appropriateness of the tour, for an individual passenger.

c) IMPORTANT: Please note that if you have a special need or a special request this must be given to us in writing (This does not imply the request will be granted or adhered to), and if we accept your booking, we still cannot guarantee to provide for your special need or your special request.

d) If you have a special request (e.g. Veg meals) on the flight please check and inform us when you book your holiday and we will pass this information onto our suppliers. Our note of request on your invoice confirms we have received it however does not guarantee that we or the relevant supplier can meet your request. We will not pay compensation for failing to meet a special request that we have not confirmed separately in writing.

e) We cannot endow the aid of a tour manager for walking, dining, getting on/off any transportation, or for any other personal needs. It is indispensable that a qualified companion must accompany any traveler who needs such assistance at a cost borne by the traveler or companion. In the absence thereof, such travelers will be joining the tour at their own risk and consequence.

f) All our tours are conducted in English & Hindi, we have multi-lingual tour manager’s however we cannot guarantee nor confirm the tours will be conducted in any other language. All our local guides will communicate in English & Hindi only.

**Itinerary Changes:**

a) The itinerary may be modified based on various factors bad weather conditions, like maintenance of historical monuments, museums, Cancellation of Cruise/ferry/boat/ship, major events like sports conventions, religious festivals, etc. Best Andaman Deal reserves the right to change the departure date or cancel a departure due to unforeseen reasons and will not take any responsibility for any ticket of the customer which they may have purchased in advance for the sector within India.

b) Individuals are responsible for the adherence of time at all stages of the tour. In the event that a customer misses any part of the sightseeing tour or any such tour due to delay on his part, he will not be entitled to claim a refund of the same.

c) The company shall not accept any liability or responsibility for any damages, loss, baggage loss, injury, accident, death, breakdown, or irregularity, which may occur in carrying out the tour arrangement, weather conditions, Cancellation of Cruise/ferry/boat/ship due to bad weather, strikes, war, quarantine and any other cause whatsoever and all such loss or expense must be borne by the passengers. Best Andaman Deal reserves the right to claim any additional expenses incurred due to delay or changes in schedules of train, flight, bus, ship, cruise, ferry, boat or other services, Damage or loss caused due to reasons beyond the control of Best Andaman Deal (including Force Majeure).

d) Best Andaman Deal further reserves the right to amend, alter, vary or withdraw any particular departure; excursions advertised or substitute a hotel of a similar category, substitute a Cruise/ship/ferry of similar category if deemed necessary. For the convenience of our customers, we will sometimes amend/alter the itinerary, however, all services will remain the same.

**Additional Cost:**

a) The passenger shall pay the expenses incurred when he/she requests a personal accompaniment/tour guide service for purposes like guided shopping, extended city tour, etc.

b) All personal extras such as laundry, room service, alcohol, minibar, telephone bills, pre-paid or post-paid SIM cards, etc. will be on a direct payment basis by the traveler to the service provider, and Best Andaman Deal .com will not be liable for the same at any point of time.

c) Cost arising from a passenger’s illness and injury, the return of lost baggage, articles/valuables left behind owing to personal negligence as well as changes incurred by independent activity will be borne by the passenger.

d) Passenger will be charged extra for any upgrade in accommodation or flight or Cruise/ Ferry services

e) Additional cost may need to be incurred by the passenger if he/she wishes to change a meal plan voluntarily from the plan mentioned in the holiday package.

f) Passengers will be charged extra for extended hotel stay(s).

g) The prices displayed on the website or quoted by our travel experts have been calculated as per the rate prevailing at the time of product development. The Company reserves the right to amend the prices in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers, hike in the airline/Cruise/ferry charges before the date of departure and surcharge accordingly. All such increases in price must be paid in full before the departure by the Guest. Any Visa cost fluctuations will have to be borne by the passenger.

h) Passengers will be charged extra for any additional cost incurred on the account of visa-related services or any additional services, if any requested, by the relevant consulate.

i) Guaranteed early check-in or late check-out if requested at any hotel by the passenger will be at a supplement cost that the passenger needs to bear.

 **Hotels/ Resorts:**

a) Standard hotel check-in time for domestic and international hotels is from 1200 hours to 1400 hours and check-out time is 0800 hours to 1000 hours.

b) Complimentary early check-in or late check-out will be subject to availability at the discretion of the hotel.

c) Hotels general breakfast timings are between 7:00 am-10:00 am unless otherwise mentioned in the itinerary. In the event of an early start in the morning, packed breakfast, if requested, is subject to availability and at the discretion of the hotel.

d) The guest is not entitled to avail the breakfast on the day of arrival neither in Port Blair, Havelock, or Neil Island.

e) Additional cost of surcharges may be applicable during Peak Season, group events, or similar occasions in the hotel.

f) You will be out sightseeing most of the time and hence we have taken care to select hotels which are convenient and comfortable. Hence, sometimes they may be located away from the city center. Most of the rooms have a private bath or shower. The hotels will either be those shown in the itinerary or of the same category. Since the rooms are comparatively smaller, we would recommend only 3 people in one room for your comfort. Triple rooms are usually no larger than twin rooms and the third bed is often a rollaway cot put in a twin room for the night.

g) All baggage and personal effects are at all times and under all circumstances your responsibility. We will not be responsible or liable in case of loss of such items from the hotel premises/coach / Cruise / Airport / during travel or place of visit etc. Some hotels offer the facility of safe deposit lockers, which can be availed by you at your own cost and risk. The company will not be liable for any loss/theft from the same. Any damages caused to the hotel rooms /coach/place of visit etc. during your stay/tour/visit, shall be borne and payable by you, and the company will not be liable for the same. The company is not liable if there is sudden disruption/disorder of telephone, internet services, and other amenities while staying at the hotels. The company will also not be responsible for the facilities provided or not provided in the room/bathroom/hotel premises etc. by the Hotel or its staff. Rude or Unprofessional behavior of hotel staff does not come under the direct purview of the company and the company will not be responsible for the same. Facilities like mini bar, pay television channels, telephone, etc. are not complimentary and these facilities, if used by the customer, have to be paid for by the customer directly to the Hotel, and such charges are not included in the tour price. The customer will have to abide by the check-in /check-out time of the hotel.

h) Any changes made directly by the hotel come under their direct purview and we will not be liable for any compensation due to this change.

i) Requests for double rooms, family rooms (4 bedded room) will be subject to availability and in cases when a double is not available, we will provide you with a twin room and 2 doubles or 2 twin bedded room accordingly

j) Certain Holiday packages may have black-out dates during certain periods of the year on account of exhibitions, events, etc. An alternate accommodation of the same category will be arranged in case the mentioned hotel is unavailable on the requested date. Best Andaman Deal .com reserves the right to substitute a hotel of similar class if it is considered necessary or advisable.

k) Due to global events and Island festival, the hotels may be blocked well in advance. In such cases, the holiday itinerary will be altered and you may have to stay in a different hotel of the same category.

l) An alternate accommodation of the same category will be arranged in case the mentioned hotel is unavailable on the requested date. Best Andaman Deal reserves the right to substitute a hotel of similar class if it is considered necessary or advisable.

m) Each hotel has its room occupancy and child policies, and Best Andaman Deal .com is liable to follow the same. Hence, room occupancy will be recommended and advised by our travel experts at the point of sale accordingly. A maximum of 3 people is allowed in one room.

n) A child traveling for whom ‘without a bed’ charge has been paid, would not be entitled to a separate bed or a rollover bed based on the hotel policy. In case, ‘with bed’ charge has been paid for the child and you decide not to avail of such facility while 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 a ‘without a bed’ basis on the tour, it will be subject to availability where you shall be bound to pay directly the additional amount charged by the concerned hotel.

o) Maximum 3 people are allowed in one room.

p) An additional mattress or a rollaway bed will be provided for the third person sharing the room. It may vary as per the respective hotel policy.

q) The cost for triple sharing in a double room will be calculated as the cost of an adult on the extra bed unless otherwise specified by our associate service provider

r) Hotels that form part of the domestic tour are hand-picked by Best Andaman Deal keeping in mind the ultimate comfort of the passengers. The hotels selected are usually the best in their respective categories and are selected based on strong internal assessment.

s) Best Andaman Deal .com will not be held liable for any inconvenience or discomfort caused to the customer due to the insufficient services provided at the hotel. Best Andaman Deal .com acts as an agent between the customer and the hotel, and will under no circumstance be held responsible for inadequate services provided by the hotel.

t) In the event of a natural calamity or bad weather or reason beyond Best Andaman Deal Control including force majeure if guest unable to check out from current hotel and unable to check- into a pre-booked hotel on the given date as per tour e.g. Supposed to check out from Havelock and Check in to Port Hotel or vice versa or from any inter hotel in Andaman Island, Then the charges for continuing the stay in the same hotel and the cancellation/postponing the stay in a pre-booked hotel on the given date will be at the discretion of relevant Hotel and Best Andaman Deal will not accept responsibility or be liable for inconveniences or financial implications of any sort arising to continue the stay in the same hotel or different hotel. However, we will try to assist you in making a new arrangement.

u) The customer will be liable to make good any damage(s) caused by any act of the customer (willful/negligent) to the property of the hotel in any manner whatsoever. The extent and the amount of the damage so caused will be as determined by the concerned hotel. Best Andaman Deal will not intervene in the same way.

v) In case the customer makes any changes in their accommodation while on the domestic tour, Best Andaman Deal .com shall not refund or pay compensation in any manner whatsoever. The customer would also be liable to pay any additional sum that is required to be paid consequent to the previously mentioned changes made in the accommodation.

 **Complaints:**

a) We ensure that we will fulfill our duties and promise to deliver an enjoyable and trouble-free holiday. However, problems do occasionally occur. If you have a problem or complaint during your holiday, please inform the relevant supplier (for example the hotel owner) and our tour manager as soon as possible. They will try and rectify the problem immediately. However, if the problem or complaint is not resolved to your satisfaction, you should write to us within 14 days of the end of your holiday.

b) In the event of a problem or complaint involving the negligence of any of our suppliers, subcontractors, or agents (as opposed to any negligence on our part or the part of any of our employees acting within the course of their employment) we cannot accept any liability if you do not report the complaint during the tour, or at the hotel (by the procedure set out above) and you fail to report the complaint to us in writing, giving full details (as set out above) within 28 days of your return from holiday.

c) We aim to respond to any complaints within 14 days although this can sometimes take longer as we have to investigate and may need to wait for replies from suppliers or other third parties. For all complaints and claims which do not involve death, personal injury, or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely under this clause. If you fail to follow this simple complaint procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

**Allergies & Special Dietary Requirements:**

a) Dietary requirements need to be specified at the time of confirmation to ensure necessary arrangements can be made.

b) Best Andaman Deal will attempt to accommodate the requirements of individuals who suffer from allergies. Passengers who suffer from allergies must inform Best Andaman Deal in writing at the time of booking. Individuals who suffer from severe allergies are strongly advised to take all relevant precautions before traveling. Passengers are strongly advised to inform the Tour Manager of any allergies at the beginning of the tour. Best Andaman Deal can take no responsibility for the actions of other passengers who aggravate allergies suffered by another passenger. We cannot guarantee that food within Restaurants and Kitchen Caravans are free from allergens (e.g. nuts) due to potential cross-contamination risks from a product, people, and the environment.

c) Best Andaman Deal will attempt to accommodate any requests concerning dietary requirements; however, passengers are advised that these are not guaranteed. Passengers will be informed regarding the adherence to these requirements at the time of dining by the tour manager.

**Travelling with children:**

a) The airfare as well as the land component for the holiday package would be determined as per the age of the infant or child on the date of return to home destination after the tour.

b) Child fare is based on sharing the room with two adults.

c) Child policy differs from hotel to hotel. Before booking the Holiday package, all passengers must verify and understand the same to avoid price related issues.

d) A child traveling with two adults on ‘without a bed’ charge package will not be entitled to a separate bed or rollover and breakfast, based on the hotel policy. If any of these are services required for the child, please contact the hotel directly. It will be at a supplement cost charged by the respective hotel.

e) Children from 12 years onward shall be charged adult fare and those aged between 6 to 11 years shall be charged child fare unless otherwise specified in the tour. However, when the itinerary cost includes air travel, passengers aged between 2 years and 11 years will be charged the child fare.

 **Meals:**

a) The menus for all meals are pre-set on the tour. We cannot provide a special meal, nor do we guarantee a special diet for the customer.

b) Best Andaman Deal reserves the right to change the menu if circumstances necessitate such a change. If the customer does not avail of the meals (as offered in the menu) for any reason attributable to the customer, then no claim can be made for the unutilized meal against Best Andaman Deal.

c) Best Andaman Deal entertains the requests for special meals/room allocations only when the customer gives such requests in writing. Best Andaman Deal will take all necessary steps to ensure that these special requests are honored. However, if due to any circumstance, these requests are not honored, Best Andaman Deal would not be liable for any claim by the customer. It is also to be noted that, these special meals may be chargeable and the customer will have to bear the changes over and above the tour/package cost.

d) It is to be noted that the standard of Buffet spreads in the Andaman Islands cannot be compared to any similar classified Hotels / Restaurants on the mainland, none of the hotels provides a wide spread of Buffets which includes Assorted Bread, Bakery Products, and Cold Cuts. A simple breakfast will be served and for Lunch and Dinner Buffet with 2 Veg Dish and 1 Non-Veg Dish along with Indian bread and Rice shall be served.

e) It is advisable to opt for A’ la carte during your lunch and dinner, which will be cost-effective and at the same time you can have your own choice of meal preference and the same has to be paid by the user at Point of Sale.

**Transfer Policy:**

a) The cars/coach are as per itinerary sent to you in final confirmation by Best Andaman Deal and not at disposal

b) When we say that your transport (arrivals, departures, and sightseeing) will be by ‘seat-in-coach basis’, we mean that a comfortable van/bus/coach will be provided to you depending upon the total number of arrivals. Please note we will be clubbing passengers arriving around a similar time and dropping at various hotels. In case you don't approve of the same, we recommend you book a private vehicle at a supplement cost.

c) The Package Rate Offered is Inclusive of Air-Conditioned Transfers at Port Blair Only and Non-A/C cars at Havelock & Neil Island until and otherwise it's mentioned as “AC Transfer during the entire tour” (you may not need A/C Transfer in this Island as the distance is short and A/C cars are expensive), However, this condition does not apply between the Month 1st April to 30th July (A/C cars shall be provided at Havelock and Neil Island as well) until and otherwise its mentioned as “AC & Non AC Transfers during the tour”

d) On tours, air-conditioned/air-cooled/ non-air-conditioned vehicles are used for transfer purposes including local sightseeing tours. There are no seat numbers allocated and the customers shall follow instructions of the Tour Manager in this regard.

e) Please note that air-conditioners will not work in high hills. Besides, sometimes due to extreme weather conditions the same may not seem to be very effective.

f) Any Vehicle usage apart from the Itinerary strictly will attract extra charges as per Best Andaman Deal Chauffeured Car Rate.

g) A Separate Vehicle Charges for carrying the luggage’s from Airport -Hotel/Resort/ Dock vice versa is Not Included in Package Rate and shall be provided on request at extra cost.

h) Water sports activities such as scuba Diving, Sea Walk or Parasailing, etc., at Havelock & Neil Island is exclusive of transfer charges from Stay location to Activity Location. However, Transfer is complimentary if purchased along with our Holiday Package. In any case, Transfer charges ` 750/- Per Way Per Car will be directly collected from Guest if Hotel/ Resort Stay is More than 10 km covering two ways from Havelock Dock, such as Stay Near Radha Nagar Beach.

i) Only Complimentary Voucher will be issued if Best Andaman Deal offers complimentary services such as Scuba Diving, Jet Ski, or Ayurvedic Message, Etc., Transfers to avail such service has to be borne by the guest or can be purchased at extra cost from our Travel Desk.

j) Transfer service at Port Blair & Havelock Provides drop only if the hotel is located within 5 km of the Dock / Airport. The Charges for Hotel Stay at Near Chidyatapu / Army Mess Brichgunj / Wandoor is Not included in Tour Packages, only if Guest has booked accommodation buy their own. please check with the reservations team for extra cost for a drop to Hotel Booked on your own.

k) Customer needs to avail the SIC from the scheduled pick up point at the scheduled time. Best Andaman Deal is not responsible if the pick-up is missed due to a customer’s delay.

l) Individuals are responsible for the adherence of time at all stages of the tour. In the event that a guest misses on any part of the sightseeing tour or any such tour due to delay on his part, he will not be entitled to claim a refund of the same.

m) Any damage caused to the vehicle during travel because of the actions of the customer (willful/negligent), shall be payable by the customer, and Best Andaman Deal .com will, in no manner whatsoever, be liable for the same.

n) The drivers of the vehicles are bound by specific rules like maximum driving hours within a day/during a week, rest period per day/week, etc. Customers will have to strictly adhere to the prescribed timetable for the day so that the driver can complete the travel. In case, any of the sightseeing schedules is missed due to delays caused by the customer, the same will not be refunded to the customer under any circumstances. The vehicle will be provided as per group size.

o) The company will not be responsible for any defect in the coach or the Air-conditioner / air-cooler or for the behavior of the driver or the attendant (applicable for a seat in a coach as well as private vehicles).

p) Best Andaman Deal shall not be responsible and/or liable for any damages caused to the Customer due to reasons beyond the control of the Customer including Force Majeure/Vis Major.

**Cruise/ Ferry Liability & Policy:**

a) Andaman is a very remote destination with basic infrastructure, limited cars and ferry/cruise tickets, in case you would want to book transfer services through us then request you to kindly send us all passenger names and ages, for us to book the tickets well in advance as we will not be able to entertain any last-minute transfer requests.

28.1) Tourist Ferry/ Cruise:

a) Only base category seats will be reserved for Port Blair, Neil, Havelock Cruise/ferry sailings. However, if Cruise/Ferry/Seat Class of tickets are not available, Best Andaman Deal shall try to block higher category tickets and the applicable difference amount must be paid by the guest/ Travel Agent/ Airline on or before arrival.

b) An alternate Private cruise/ferry/Yacht (operator) of the same category will be arranged in case the mentioned Private cruise/ferry/Yacht is unavailable on the requested date. Best Andaman Deal reserves the right to substitute a Private cruise/ferry/Yacht of similar class if it is considered necessary or advisable.

c) If Passenger prefer to Sail to Swaraj Dweep (Havelock Island) or Shaheed Dweep (Neil Island) from Port Blair on the same day of arrival should book a flight that would enable to board the morning ferry (Makruzz / Coastal Cruise) from Port Blair to Havelock or Neil Island usually the departure timings are 08:00hrs, the tickets for the private cruise/ferry can be booked 01 months before the date of travel

d) Best Andaman Deal shall only assist guests regarding transfers of cruise/ferry, in any case of non-availability of tickets Best Andaman Deal shall not be liable for the same, in such case our liability is limited only to the value of the tickets. We would still our guests with alternate arrangements and guests must make payment directly for such expenses.

e) We are not liable for any change in timings as it is entirely controlled by the local administration. Subject to the weather conditions sailings may get postponed/canceled. In that case, an alternative tour may be arranged. only If your tour arrangement has booked with Best Andaman Deal.

f) Best Andaman Deal is not liable for Private cruise/ferry/Govt Ferry/Yacht in case of any cancellation or not sailing due to severe weather or a technical issue or even guest miss the ferry/cruise due to delay on his part or due to reasons beyond the control of the Customer including Force Majeure/Vis Major. If the passenger has purchased Ferry/ Cruise/ ticket through Best Andaman Deal we will try to assist in making new arrangements. In such cases, the fare difference amount and Hotel accommodation charges, Flight rescheduling fare or any sort of expenses arising will need to be borne by the passenger.

g) If if the Customer is booked on a particular Cruise/ Ferry/Ship/boat and the said Cruise/ Ferry/Ship/boat is overbooked/canceled for whatever reason and the Customer is not allowed / able to board the Cruise/ Ferry/Ship/boat, the customer shall not hold the Best Andaman Deal responsible for the same and no claim whatsoever can be made by the Customer against the Best Andaman Deal.

**Govt Ferry:**

a) Government ferry schedule is subject to change under discretion of the administration, Best Andaman Deal is not liable for any change in ferry timings as it under the controlled by Depart of Shipping Service & Andaman Administration.

b) Government ferry ticket bookings open 02 days before the date of travel, however foreign national’s tickets cannot be pre-booked, as a RAP number is required to book the same. And RAP number can be obtained only on arrival at Port Blair airport.

c) For Indian Nationals, government ferry tickets to Port Blair–Havelock–Port Blair can be bought 02 days before the date of travel and the same is subject to availability.

d) If Passenger prefers to Sail to Havelock or Neil from Port Blair on the same day of arrival should book a flight that would enable to board the morning ferry. The First Ferry Departs to Havelock and Neil by 6.30 hrs and 6.20 hrs and the second Govt Ferry to Havelock and Neil Island shall depart from Port Blair at 11:00 hrs and 13:00 hrs accordingly. (The Tourist Cruise (Makruzz / Green Ocean/ Coastal Cruise etc) from Port Blair to Havelock or Neil Island usually the departure timings are 08:00hrs, the tickets for the private cruise/ferry can be booked 01 months before the date of travel.)

e) It is Advisable to book Cruise/ Ferry tickets in Private Tourist Cruise namely Makruzz, Green Ocean, etc. as tickets for such sailing Port Blair – Havelock – Port Blair or Port Blair – Neil – Port Blair or any inter-island ferry/cruise can be booked at least month before the date of sailing. This may ensure your trip between Any inter Island is reserved well in advance, however, such a trip is subject sailing of such cruise/ Ferry on your date of Travel.

f) If Best Andaman Deal unable to book tickets due to any given reasons, our liability will only to the value of the ticket. Guests will have to stay in Port Blair that night and depart the next day. We would still help guests with alternate arrangements and guests can make payment directly.

g) We are not liable for any change in timings as it is entirely controlled by the local administration. Subject to the weather conditions sailings may get postponed/canceled. In that case, an alternative tour may be arranged, only if your tour arrangements have booked with Best Andaman Deal.

h) It is to be noted that most of the time the directorate of shipping service issue more number of tickets than available seats in a vessel, in such case we may not assure you seating on ferry yet shall ensure to reserve a ticket for you subject to Availability of ticket(s).

i) It is to be noted that the first ferry from Havelock Island or Neil Island to Port Blair shall depart only by 09:00 hrs and the expected arrival time is 11:30. So it advisable to take an evening flight from port Blair in case you have planned to take a same-day flight after you arrived at Port Blair from Any Inter-Island.

j) Once tickets booked in Govt Ferry shall not be refunded if it tickets required to be canceled. However, if the sailing is canceled by Andaman Administration due to any given reason the passenger shall be allowed to travel in the next ferry whichever shall be sailing to such destination.

k) Best Andaman Deal is not liable for in case of any cancellation or schedule change or not sailing due to severe weather or a technical issue or even guest miss the ferry/cruise due to delay on his part or due to reasons beyond the control of the Customer including Force Majeure/Vis Major. If the passenger has purchased a Govt Ferry ticket through Best Andaman Deal we will try to assist in making new arrangements. In such cases, the fare difference amount and Hotel accommodation charges, Flight rescheduling fare or any sort of expenses arising will need to be borne by the passenger.

 **Helicopter/ Sea Plane Liability & Policy:**

a) Best Andaman Deal accepts tickets booking for Helicopter only on a special request, the tickets for Helicopter & Sea Plane are subject to availability. If Best Andaman Deal is unable to book the tickets, the liability will only to the value of the ticket. Guests will have to stay in Port Blair that night and depart the next day by whichever means of Transport Available the Helicopter & Sea Place seaplane to Havelock Island or Neil Island is limited to 8 passengers with a maximum of 548 kg including luggage. Best Andaman deal recommends each the passenger to carry luggage not more than 7kgs

b) As an Alternative cruise/ferry/ will be arranged in case the mentioned Helicopter & Sea Plane is unavailable on the requested date. Best Andaman Deal reserves the right to book the tickets in Cruise/ferry instead of Helicopter & Sea Plane if it is considered necessary or advisable.

c) Best Andaman Deal will not be liable for any change in timings, cancellation, or permanently shut down of Service, Subject to the weather conditions flying may get postponed/canceled. If the passenger has purchased Ferry/ Cruise/ ticket through Best Andaman Deal we will try to assist in making new arrangements. In such cases, the fare difference amount and Hotel accommodation charges, Flight rescheduling fare difference amount will need to be borne by the passenger.

 **Insurance:**

a) Guests must have comprehensive travel and health insurance. The guest also must confirm that he/she is medically fit and have been vaccinated and are in good health. Best Andaman Deal shall not be held responsible for any baggage loss, accident, illness, theft, and personal injury, death, breakdown, a pandemic, an epidemic, lockdown, tested corona Positive, or irregularity. which may occur during the tour arrangement. Expenses occurred due to weather conditions, strikes, war, Force Majeure and any other cause whatsoever must be borne by the passenger.

b) Best Andaman Deal will also not accept responsibility or be liable for inconveniences or financial implications of any sort arising from any accident on the Hotel / Resort / Touring / Transfer / Cruise/ ferry, Flight, etc., which may occur during the tour arrangement.

c) Best Andaman Deal strongly recommends all the passengers to cover their Andaman Holiday with travel insurance on your own before departing for your tour.

d) Best Andaman Deal is not liable or responsible for any baggage loss, injury, damage, accident, death, breakdown, or irregularity, which may occur during the tour arrangement. Expenses occurred due to weather conditions, strikes, war and any other cause whatsoever must be borne by the passenger.

e) It may be noted that the tour price does not include the travel Insurance or Medical Insurance and that the Customer shall have to acquire the same at his cost.

 **Health:**

a) We request all the passengers to obtain proper health recommendations. Please ensure that you take all the recommended medication and follow all medical advice depending on the countries you intend to visit.

b) Best Andaman Deal makes it a mandatory condition that the Customer is adequately covered by Medical Insurance policy and other appropriate Insurance Policies to cover the risk of life, limb and property while on tour, as the Operator will not be responsible for the same.

c) Passengers requiring special attention during the tour for any reason (like being differently-abled, pregnant, suffering chronic disease, or general ill-health) shall inform Best Andaman Deal about the same before booking the tour.

d) Best Andaman Deal reserves the right to ask the customer to provide written certification of his medical fitness before departure. If a medical condition has not been disclosed, Best Andaman Deal shall not be liable to provide any assistance or refund the money.

e) If Best Andaman Deal has to organize special arrangements in compliance with the passenger request for special attention, the passenger shall be responsible for additional expenses related to the request.

f) It may be noted that the tour price does not include the insurance premium and that the Customer shall have to acquire the same at his cost.

**Data Protection Statement:**

a) If you are booking a holiday with us, we need your personal details to process your booking and to enable us (or our suppliers and agents) to get in touch with you in connection with your travel arrangements if required. Similarly, if you are booking a holiday with us or are enquiring about a holiday, or are responding to one of our promotional campaigns and would like us to update you with information about the services and products we offer, then we need some personal information to communicate with you. We collect personal information such as names, addresses, telephone numbers, and email addresses. If you book a holiday with us we will also collect your passport (Foreign Nationals) and credit or debit card details. It may also be necessary for us to collect information of a more personal nature. This information will allow us to process your booking, fulfill or pass on any other request you might have.

b) When you make a booking, request a brochure, or sign up for our email updates then we will securely store your contact details in order to contact you with details of products and services we think you might be interested in. Rest assured we do not sell your personal details to other companies. If you decide you would rather not receive news, information and offers about our holidays, please let us know in writing to Best Andaman Deal, Mb 1, Nethaji Road, Aberdeen Bazaar, Port Blair 744101, Andaman Islands.

**Amendments:**

a) After confirming the holiday package booking, passengers can amend/change their booking like travel dates, accommodation category, or travel arrangements by sending an e-mail to us at reservations @Best Andaman Deal .com or by calling us at 03192-244050.

b) For any amendments/change in flight bookings, Best Andaman Deal will follow the respective flight terms and conditions. Similarly, for any amendments and changes in the holiday package/Tour, Best Andaman Deal .com will follow the cancellation policy of the hotel and the land & other service providers involved in the booking process.

c) A service amendment fee may be chargeable once the booking is confirmed. The amendment fee varies as per the travel arrangement service.

d) We can allow a maximum of two amendments per individual booking. The administration charges stated above will apply for each amendment subject to approval. More than two changes are not possible and it will be considered as a cancellation for which cancellation charges will apply as per the policy.

e) If you want to replace any individual in your booking after confirmation, it will be your responsibility to find a replacement. Best Andaman Deal cannot take any responsibility for introducing another individual to replace the original tour participant.

f) Any change and subsequent re-change back to the original non-amended booking will be deemed as a change(s) and no refund, discount and or compensation will be due for such eventualities.

g) No amendment requests will be accepted 14 days before the departure.

h) Any changes or amendments will void any discounts, Offers, or Deals given at the time of the original booking. Note: Certain travel arrangements (e.g. airlines Tickets, Cruise Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part and, or all of the arrangements.

i) All costs incurred due to amendment of any of the above issues, will be borne by the individual himself/herself.

**COVID-19 RELATED TERMS & CONDITIONS:**

a) User agrees that due to the recent outbreak of COVID-19 pandemic, which has been declared as a national disaster by the Government of India, there may be instances, where the end service provider either cancels the booking or refuses to provide the services, as agreed with the User, by assigning or not assigning any specific reason for such refusal. Refusal of service may be due to the reasons including but not limited to the User:

• exhibiting any symptoms associated with COVID 19.

• refusing to comply with safety advisories, like wearing protective gear, complying with social distancing norms, etc.

• suffering of any ailment making the User vulnerable to the virus

•posing a threat to the health and safety of others

b) In such cases BEST ANDAMAN DEAL.COM will assume no liability for the refusal of service by the end service provider. The User also agrees that refund, if any, for such bookings will be processed by BEST ANDAMAN DEAL.COM to the User subject to receipt of the same from the end service provider.

c) User further understands that due to the outbreak of COVID-19, the Central Government through its ministries, State Governments, and statutory bodies have/may come up with a detailed set of guidelines or standard operating procedure (SOP) that a traveler will have to follow in order to undertake the travel.

d) The User agrees to abide by all such guidelines/SOP while undertaking any travel. Failure to abide by such a detailed set of guidelines/SOP may lead to a situation where the service provider or any person authorized by the Central Government, State Government, or statutory body may disallow the User to undertake the travel. In such circumstances, BEST ANDAMAN DEAL.COM will not be held liable for such refusal to travel, and refund, if any, shall be strictly as per the terms of the service provider.

e) User understands that the Central Government, State Governments and various other bodies, may mandate downloading of Arogya Setu App or submitting a self- declaration form before entering a transit point like the airport, railway station, etc. or at the time of checking-in for a flight, into a hotel, etc. Accordingly, the User must ensure downloading of Arogya Setu App on their smartphones or provide any other alternatives such as self-declaration when demanded.

f) User undertakes that all bookings are subject to certain minimum medical well-being criteria specified by the Govt. / appropriate authority from time to time. Users should have no medical history of the COVID-19 virus 28 days before the date of scheduled travel, especially in case of inbound travel. In this regard, the User may be required to furnish a medical proof or health declaration in an applicable format.

**35) Changes to Agreements:**

a) The terms mentioned are subject to change without notice in the event of increased costs from suppliers and/or changes in Government fees affecting the rates in this document. Best Andaman Deal reserves the right to pass on any increases to the Agent/Guest.