

Booking Terms and Conditions

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Your contract is with Feel Karma Limited, trading as Feel Good Holidays. Our registered office is at Unit 3, 10-17 Sevenways Parade, Gants Hill, Woodford Avenue, Essex IG2 6JX and our company number is 6018634. Feel Karma Limited (t/a Feel Good Holidays) is fully bonded by the Civil Aviation Authority under Air Travel Organisers License (ATOL) number 9551 to protect your holiday payments and repatriation. These are the terms and conditions of your holiday contract. Please read them carefully as you are bound by them.

1. THE CONTRACT

a) When you make a booking you confirm that you have the authority to accept and do accept on behalf of your party the terms and conditions set out below. A contract will exist as soon as we issue our confirmation invoice. You must check this confirmation carefully and raise any queries immediately upon receipt. Your contract is made on the terms of these booking conditions which are governed by English law and any claim or dispute will be subject to the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and wish to do so.

b) All holiday arrangements are subject to availability at the time of booking. No contract shall be made until the deposit (or full price, depending on the date of travel) has been paid, whether or not a booking confirmation has been issued. If the deposit and/or balance is not paid in time, we reserve the right to cancel your holiday and/or retain your deposit.

c) A booking can only be made by a person aged 18 years or over. All passengers who, at the time of departure, are under the age of 18 years must be accompanied by a responsible adult.

2. THE HOLIDAY PRICE

a) We will inform you of the up to date price of your selected holiday at the time of booking. You will then sign a booking form and pay a deposit of 20% per person or any higher deposit which may apply to your particular holiday. You will be informed of the total deposit payable at the time of booking.

b) We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and then of the applicable price at the time of your booking. Once the price of your chosen holiday has been confirmed at the time of booking we will not increase or decrease the price of your holiday.

c). Our prices are correct at the time of quotation based on the Financial Times exchange rate on the day. Should the rate of exchange fluctuate by more than 10% between the time of quotation and the date of travel, we reserve the right to adjust the prices accordingly. The prices given are based on current levels of Government taxation and VAT stipulations. Should these change, we may need to adjust quotations given, we will not make any such adjustments once full payment has been received.

d). A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en route for re-fuelling or to let passengers on/off if necessary. Details of any stops will be provided on your itinerary.

3. SPECIAL REQUESTS AND MOBILITY/ DISABILITY RESTRICTIONS

a) If you have any mobility restriction or other disability, health problems or food allergies which may require special treatment or assistance at any time during your holiday, you must advise us at the time of booking. Whilst we will make every effort to accommodate you, we regret that we cannot guarantee to be able to meet any particular special request unless we have specifically confirmed this in writing. If we reasonably feel that we are unable to accommodate the needs of any client who has particular health requirements,

we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 7 of these conditions.

b) Special requests such as room location, flight seating, particular facilities, dietary requirements etc. must be made at the time of booking. We will pass on your request to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline upon issue of your tickets.

4. PAYMENT

A deposit of 20% of the total value of the holiday will be taken at booking stage. The balance of payment for your holiday is due a minimum of 10 weeks prior to your departure date from the UK. In the event that your booking is made less than 10 weeks prior to arrival, we will require full payment at the moment of booking. On occasion, a deposit or earlier payment may be required for certain accommodation or services and we will advise this on confirmation. All payments must be made in pounds sterling and all cheques must be drawn on a UK bank. Credit card payments are subject to a surcharge of 3% of the value of the transaction. Bank transfers are also accepted

5. FINANCIAL PROTECTION

Your holiday contract is with Feel Karma Ltd (t/a Feel Good Holidays). Feel Karma Ltd is registered in England (Company no 6018634) and shall be referred to below as “The Company”. We have an ATOL license (no 9551) which provides for your protection for air holidays in the event of our insolvency. All bookings with the Company incorporate the Booking Conditions set out below and are deemed to have been accepted by you in full. The Contract is made with the Company upon the Company posting confirmation of your booking to you. Your contract with the Company and any matters arising from it shall be governed by and construed in accordance with English law and is subject to the jurisdiction of the Courts of England and Wales, unless you are resident in Scotland or Northern Ireland, in which case you may choose those respective jurisdictions.

6. CANCELLATION & CURTAILMENT (By you/ By us)

(Cancellation can mean the cancellation of all services or part of them, including amendments that result in the release of hotel accommodation either partial or total. For example, if you booked for 14 nights in one hotel originally and then amended to 07 nights, this could be construed as a cancellation. It should also be noted that on such bookings where a “free nights” or a “buy one get one free” formula was applied to the initial cost, this may affect the costing of the whole holiday which would need to be advised again)

A).

Cancellation by you

If the holiday is cancelled by you, the following charges will apply

- A). Holiday cancelled more than 10 weeks prior to arrival – No further charge.**
- B). Holiday cancelled between 56-42 days prior to departure – 30% of total holiday cost**
- C). Holiday cancelled between 41-30 days prior to departure – 50% of total holiday cost**
- D). Holiday cancelled between 29-15 days prior to departure – 75% of total holiday cost**
- E). Holiday cancelled between 14- 0 days prior to departure – 100% of total holiday cost**

In all the above cases, the deposit will always be retained by FGH. Also, any payments or deposits already made to airlines or hotels will also be charged.

If you change your booking

a) If, after our confirmation invoice has been forwarded to you, you wish to change your holiday in any way, we will do our best to meet your request but it may not always be possible. Any such request must be in writing from the person who made the booking or from your travel agent. There are no administration charges but any further costs we incur in making the changes, such as extending the number of days or upgrading the hotel(s) will of course be passed on in the re-costing process. Once airline seats have been paid for, often before your final balance has been paid to us, it may not be possible to change without cancelling the seat with full charges and re-booking a new one.

b) You may also transfer a booking to another person, provided that the new passengers meet the requirements of these booking conditions and provided that we are notified in writing not less than 14 days before the departure date. We will not, however, confirm such a booking transfer until all costs and charges incurred by us (including any charges and costs levied by a supplier) have been paid. Please note that scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% charge. We reserve the right to require the balance of the holiday price or any other sum due under the contract to be paid before we confirm the booking transfer. Where we do not impose such a condition, both the original passengers and the new passenger shall be responsible for the payment of any sum due to us and both shall also be responsible for obtaining any necessary travel documents.

c) Please note certain rail/flight tickets may not be transferable after a reservation has been made and any alteration could incur full cancellation charges for that part of the holiday. Most airlines do not permit name changes to tickets once issued and any transfer of a booking to another person may therefore result in a charge equivalent to the full cost of the flight or alternative means of travel.

B).

Cancellation by us

If for any reason we are forced to cancel your holiday we will of course refund any monies paid in full. On top of that, we will pay the following compensation:-

A). Holiday cancelled more than 08 weeks prior to arrival – No recompense

B). Holiday cancelled between 56-42 days prior to departure – £75.00 per booking

C). Holiday cancelled between 41-30 days prior to departure – £125.00 per booking

D). Holiday cancelled between 29-15 days prior to departure – £150.00 per booking

E). Holiday cancelled between 14- 0 days prior to departure – £200.00 per booking (this would only be due to force majeure)

C).

Force Majeure

Force majeure is defined as unusual and unforeseeable circumstances beyond the company's control, the consequences of which could not have been avoided by the company even with the exercise of all due care and include war or threat of war, riot or civil strife, political unrest, terrorist activity, industrial disputes, alteration to the schedules of flights by airlines, changes in aircraft type, natural disaster, fire, sickness, weather conditions such as hurricanes and floods, acts of any port, airport, governmental or public authority, technical problems to transport, aircraft grounding, nuclear disaster and/or Acts of God.

In the event that we have to cancel or change your holiday plans due to force majeure (changes will only be made in full consultation with you) then we will do our utmost to reimburse any monies that have been paid, aside what you can claim from your insurance

policy. Changes will only be made if it is considered unsafe by the Company, or the British Government, to execute those arrangements. We will do everything we can to keep any alternative arrangements within the same cost boundaries as the original holiday.

Rest assured, if force majeure necessitates the curtailment of a holiday, we will do everything in our power to assist you and we or our local representatives will be available to help at all times during any such crisis.

VOLUNTARY CURTAILMENT

Should you wish to end your holiday earlier than the booked departure date, the following conditions apply:-

- A). If the reason is due to illness of you or someone else in the party, you should claim from your insurance but we'll do our utmost to avoid any cancellation charges from accommodation and ground service providers.
- B). If the reason for cutting short your holiday is due to work or family commitments, then you may be able to claim from your insurance provider if the policy is very comprehensive.
- C). Should you decide to move accommodation or cut short your holiday due to dissatisfaction with the hotel or any other service provided, we insist that you advise us immediately of any criticism that would lead to such a decision so we may have a chance to put it right. If we are not advised of a problem when it arises, we will not refund or compensate.

ACCIDENTAL CURTAILMENT/ CANCELLATION

In the event that you miss a flight we will do all we can to make alternative arrangements for you although you would have to pay for any costs incurred unless the Company was liable for the transportation involved in getting you to the airport. Travel tickets and hotel, car-hire or other service vouchers are only valid for the dates shown and it may not be possible to transfer to different dates.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delays. Full details of these rights will be available at EU airports and other airlines. Please note however, that reimbursement is the responsibility of the airline and does not entitle you to a refund of your holiday price from us.

FORCED CURTAILMENT BY US:-

The Company reserves the right to cancel your holiday without any obligation to refund or make alternative arrangements where in our reasonable opinion your behaviour brings the holiday to an end or where the Company does not receive your payment in accordance with Condition 1.

7. AMENDMENTS – By you/ By us

Amendments by you:-

If amendments to the program mean the cancellation of services already booked, the cancellation conditions stipulated in clause 3 A).

If additional services are added at any point after the final invoice has been settled we will be delighted to accommodate any requests you have. Certain services, particularly flights, domestic or otherwise, and specialist activities such as hot air balloon rides may not be

available at the time you request them so the longer the notice, the more chance you will have of getting what you want, when you want it.

Amendments on timings of services such as pick up times from hotel for sightseeing are normally absolutely no problem. On occasion, it may prove not to be possible. Most such changes can be made on the spot but if you are having any issues, please contact our representative or us.

If you want to amend the name of someone in your party traveling, it's possible that the airline will charge 100% to change the booking (i.e. you pay twice for the flight) unless you are exercising your rights under Regulation 10 of the Package Travel Regulations 1992 to transfer your booking to another person when you are prevented from traveling.

Amendments by us

On occasion, it may be necessary to make changes to your itinerary, particularly in the more remote parts of the world where the places you are visiting either have limited access due to infrastructure/ climate or the governments of those countries have full control of tourist attractions and areas and can decide to close/ amend opening times at will.

More likely are slight amendments to flight times. We only use scheduled airlines so these are minimal, but where a booking is made a long time in advance (10 months or more prior to departure, flight schedules can change. Where this happens, we'll do whatever we can to limit the inconvenience or any cost factors.

8. HEALTH AND SAFETY – Liability

We have taken precautions to ensure the hotels and services that we provide for our clients have been checked with regard to compliance with local insurance requirements and vehicle safety checks. Hotels have been checked and largely comply with the highest standards set down by European law. In some instances, because of the nature of the construction or other unavoidable issues, an hotel may not be able to comply to certain conditions of the EU health and safety recommendations, despite being of a superior standard. In such cases we will inform you of anything we feel is poignant.

Our commitments to you:-

i) Where you do not suffer personal injury or death, the Company accepts liability should any part of your holiday arrangements booked with us not be as described in the website or not be of a reasonable standard. Subject to (iii) below, the Company will pay you compensation. Our liability in all cases shall be limited to a maximum of 2 times the original costs of your travel arrangements.

ii) Where you suffer death or personal injury as a result of an activity forming part of your holiday arrangements with the Company, we accept responsibility subject to (iii) below. Where such death or personal injury arises in the course of air travel, sea travel or hotel accommodation, the Company's liability and/or the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, copies of which are available upon request.

iii) The Company accepts liability in accordance with (i) and (ii) above except where the cause of the failure in your holiday arrangements or any death or personal injury you may suffer is not due to any fault on the part of the Company or its servants agents or suppliers, and was your own fault, or the actions of someone unconnected with your holiday arrangements or due to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by the Company or its servants agents or suppliers even with the exercise of all due care.

iv) It should be noted that the acceptance of liability on the part of the Company referred to in (i), (ii) and (iii) above is subject to assignment by you of your rights against any servant agent or supplier of the Company which is in any way responsible for the failure of your holiday arrangements or any death or personal injury you may suffer.

v) It should be noted that the acceptance of liability on the part of the Company referred to in (i) and (iii) above is subject to Condition (vi) below.

vi) Where you book an optional excursion whilst on your holiday, or where the Company makes excursion arrangements on your behalf, whether before departure or whilst in resort, and you make payment for this directly to the relevant supplier, we accept no liability for any consequential failure in your excursion arrangements, or any death or personal injury you may suffer. If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000 if indeed we are proven to be liable.

vii) We cannot be held responsible for any adverse effects felt during or after Spa or Ayurvedic treatments. Minor side effects are sometimes part and parcel of treatment plans, particularly with Ayurvedic treatments. If you are in any doubt as to whether a treatment may adversely affect you, please consult you GP prior to departure. You must also advise us and/ or the Spa/ Ayurvedic centre of any pre-existing medical conditions as they may prohibit certain treatments.

9. SURCHARGES – Airlines and service suppliers

The price of your travel arrangements is subject at all times to surcharges for increases in transportation costs such as fuel, scheduled airfares and any other airline surcharges which are part of our contract between airlines (and their agents) and any other transport provider. It is also subject to cost changes arising from government action such as increases in VAT or any other imposed increases and changes to currency exchange rates, any or all of which may result in a variation of your holiday price. Even in this case, we will absorb an amount to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive full refund of all monies paid. Decreases will be calculated on the same principles. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

10. PRODUCT INFORMATION

The information contained on our website is given in good faith and believed correct at the time it is given. If any facilities referred to therein are withdrawn, altered or restricted the Company will advise you at the time of booking or as soon as the Company is notified by the supplier of the changes. It may be that facilities are withdrawn for maintenance purposes at short notice and therefore the Company will not be informed by the supplier. The Company does not accept liability for this.

11. INSURANCE – Ours / Yours

The Company is fully insured in case of liability connected with injury or death where the Company or any of its' suppliers are found liable for the incident.

However, it is a condition of booking a holiday with the Company that a comprehensive travel insurance policy is taken out, particularly in order to meet any medical bills, repatriation costs or legal fees, which are usually the most costly aspects of any serious claim. We would recommend a policy that covers a minimum £25,000 of legal fees and £1.00 million medical costs and repatriation.

By choosing not to be insured you agree to indemnify the Company against all costs, losses and liabilities which we may incur and which are not our liability under this contract and which would have been avoided had suitable insurance cover been taken by you.

12. CONDITIONS OF CARRIAGE

a) The carrier companies that provide the transportation for your travel arrangements produce conditions of carriage which form part of your contract both with us and with the carrier companies. You may ask for copies of the relevant conditions of carriage from our offices.

13. PASSPORTS and VISAS

You require a passport to travel to countries featured on this website. That passport should have at least six months to run before its expiry date. British citizens do not require visas to travel to most of the countries featured on this website. However, if you are traveling to India, China or Australia you will require a visa.

We can handle all aspects of the visa application for c. £45.00 per person as long as we have your passport. This will save you some paperwork and a few hours waiting at Embassies.

Non-British passport holders should advise us and we will check visa regulations applicable for those passports for entry to countries we operate in.

14. AYURVEDA TREATMENT

By booking an Ayurveda Retreat, you agree to and understand the following:-

A). Ayurveda Retreats are Health Resorts not Spas. As such the ambience of the treatment rooms is more medical than a Spa and in most places very basic, with little attention to aesthetics and ambience.

B). Not all Ayurveda treatment is designed to be relaxing and is not a “pampering” experience by and large.

C). Some Ayurveda treatments are intrusive (e.g. colonic irrigation) and others like it, along with herbal medicine, may cause you to feel unwell, tired or lethargic at times.

D). In order to benefit fully from the treatments, you should complete the course, refrain from any alcoholic consumption and adhere to the diet prescribed you. Failure to do this will limit the effectiveness of the program or even render it completely ineffective.

E). If you have any concerns or questions about any of the treatments or medication being prescribed to you, please alert the resort staff or ourselves immediately.

F). Some patients residing in these retreats are quite seriously ill and you may find other guests suffering from conditions such as cancer, which can be upsetting.

15. DATA PROTECTION

a) For the purposes of the Data Protection Act 1998 we, Feel Karma Limited, are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

b) We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not. If we cannot pass this information to the relevant suppliers, we cannot provide your travel arrangements.

c) We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1988, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for your details and give you the opportunity to say no if you do not want us to do so.

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