

## **TRAVEL SERVICE AGREEMENT**

This Travel Service Agreement ("Agreement") has been executed on June 30, 2016  
BY AND BETWEEN:

1. Travel Stall, a partnership firm, represented by its Managing Partners, Mahaboobulla Khan & Yasin Sharieff hereinafter collectively referred to as the "the Company".

AND

[----- name of student----- hereinafter referred to as the "Participant", through his/her parent/guardian -----parent's/guardian's name----- hereinafter referred to as the "Participant's Representative",

The Participant's Representative and the Company hereinafter collectively referred to as "Parties" and individually as a "Party".

**SCOPE:** The object of this Agreement is to clarify the terms and conditions governing inter alia the Participant's enrolment and participation in the program detailed in the Registration Form and Information Brochure annexed to this Agreement, the role and responsibilities of the Parties related, incidental and ancillary to, the implementation of the Program, Participant's conduct during the Program, limitation of liability and such other ancillary matters provided for hereunder.

**CONFIRMATION OF RESERVATION:** The Participant's Representative is required to fill up the Registration Form annexed to the Agreement in the prescribed manner and submit the same to the Company at the time of execution of this Agreement, along with such other documents and information as may be required by the Company, to confirm the Participant's intent to participate, and the Participant's Representative's intent to allow the Participant's participation, in the Program. In addition, the Participant's Representative will be required to deposit with the Company the cost for the Program detailed in the cost sheet payable by the Participant's Representative for the Participant's participation in the program.

The Parties agree that no reservation will be valid and deemed to be complete unless the Participant has deposited with the Company, the documents, information and payments described, and until the Company has confirmed receipt thereof and consented to the Participant's participation in the Program.

The Participant's Representative, by signing this Agreement and the Confirmation Documents and intending to be legally bound (and to legally bind the Participant) herewith and therewith, covenants and certifies to the Company that he/she is legally empowered and eligible to sign this Agreement and the Confirmation Documents on behalf of the Participant, and to undertake and/or ensure compliance of the terms and conditions respectively hereof and thereof to the fullest extent, and otherwise, to authorize the participation of the Participant in the Program in the manner and to the extent specified hereunder and thereunder.

**PAYMENTS AND REFUND:** The entire Program Cost, which is detailed in the cost sheet shall be paid in favour of the Company at the time of execution of this Agreement by way of Demand Draft. The program cost will be refundable in the manner and to the

extent indicated in the Cancellation policy annexed herewith to this Agreement.

**FORCE MAJURE:** In the event the Program is affected due to war or risks of war, terrorist activities, political instability, riots, civil wars, change in law, industrial conflicts, natural disasters, closing of airports technical problems or airplane accidents or other transportation accidents, fire, bad weather or any other events, or acts of God, or any other circumstances beyond the Company's reasonable control and which the Company is unable to overcome by exercise of reasonable diligence, i.e. events, the occurrence of which is not attributable to any act or omission on part of the Company, then the Company will not be liable for, or be considered to be in breach of or default under this Agreement on account of its delay or failure to perform in terms hereof. In such cases, the Company reserves the right to reschedule, postpone, remodel, reduce in length, or cancel, the Program, without any liability to the Participant's Representative and/or the Participant and/or any person claiming through them.

**COMPANY'S DUTIES AND LIABILITIES:** The Company undertakes to perform in a manner consistent with generally accepted standards of professional care, skill, diligence and competence to ensure successful implementation of the Program. However, the Company shall not be responsible for any events that are beyond its reasonable control of during the implementation of the Program.

The Company shall also not be responsible for any extra costs, complications, losses, injuries, damage, theft, accidents, delays or inconvenience caused due to any events which are not directly attributable to the Company which cannot be directly attributable to a proven gross negligence on part of the Company

Additionally, the Company no third party liabilities towards the Participant and/or the Participant's Representative and/or any person claiming through them, or towards any other person, and shall not be liable for any acts or omissions of any independent agent or contractor or collaborator or service provider or the like, of the Company.

The Company does not assume any liability towards denial of visa and entry into the country to the Participant, if any, for reasons not directly attributable to the Company. The Company shall not be held liable for any administrative error at the behest of the Visa Facilitating Service provider or the Consulate of the Country where the students are traveling.

**PARTICIPANT'S RESPONSIBILITIES:-** While the Company will oversee the implementation of the Program, the conduct of the Participant during the Program, and also advise the Participant of the primary do's and don'ts during the Program, it shall be the primary responsibility of the Participant to, and the Participant's Representative to, or cause the Participant to, conform to the terms of this Agreement, rules and regulations governing the implementation of the Program, instructions conveyed by the Company from time to time, the rules, regulations and/or instructions of any third party service providers (including without limitation hotels, travel agents, airlines, etc.) involved in the implementation of the Program, the rules, regulations and/or instructions of any public, private, civil, government, nongovernment, or any other category of body, department, business, government or any other person involved directly or indirectly in the implementation of the

Program (including without limitation any national parks, museums, zoos, restaurants, etc.) or any other rules, regulations and/or instructions that may automatically apply to the Participant under any jurisdiction by virtue of the Participant's participation in the Program, to the fullest extent applicable.

The Participant's Representative shall cause the Participant to, at all times, behave and conduct one-self in a manner befitting of a prudent and well mannered individual, and not cause, or be involved in any act involving, mischief, disturbance, damage/ loss to any person or property, nuisance, theft, misfeasance, inconvenience, disorder, etc. that may have directly or indirectly affect the Company's ability to perform under this Agreement.

The Participant and the Participant Representative shall assume all liability and fully indemnify the Company against any and all costs, expenses, losses, claims, damages, suits, proceedings, or any other action (whether legal, judicial, quasi-judicial, administrative or general) initiated or incurred as a result of the Participant's Representative and/or the Participant's breach of the terms of this Agreement or for any other circumstances not attributable to the Company or not otherwise covered within the scope of the Company's responsibilities under this Agreement or part of the overall Program Cost, including without limitation, specifically, the following:

- (a) Damage caused, whether voluntarily or not, to the facilities, equipment, material or other objects belonging to or rented by the Company for implementation of the Program;
- (b) Costs of repatriation of the Participant for any reasons whatsoever;
- (c) Damage or loss caused, whether voluntarily or not, to the person or property of any third person due to any acts or omissions attributable to the Participant;
- (d) Any other expenses, costs or liabilities incurred or assumed by the Company on behalf of the Participant, which are not otherwise covered under the Program Cost or within the scope of the Company's responsibilities here under.

**CANCELLATION OR MODIFICATION OF PROGRAM:** Without prejudice to clause 4 above, the Company reserves the right to reschedule, postpone, remodel, reduce the length of, or cancel, the Program, either due to insufficient numbers of Participants or for any other reasons at the discretion of the Company. In such circumstance, the Company will offer to the Participant and/or the Participant's Representative, as the case may be, the option of participating in another program of the Company (in which case, the Program Cost will be adjusted against the consideration for participation in such other program) or for claiming reimbursement of the Program Cost in the manner stipulated in the Cancellation Policy.

**PUBLICITY MATERIALS:** The Company reserves the right to use any photographs of the Participant submitted to the Company clicked on behalf of the Company during the course of the Program, or any other materials developed by the Participant during the course of the Program, whether tangible or intangible, for its business, commercial, publicity or marketing purposes. The Participant's Representative also consents to the same by signing the Photo Release Form attached to this Agreement.

**MEDICAL TREATMENT:** The Company will take reasonably necessary actions for ensuring the wellbeing and health of the Participant during the course of the Program. This Agreement authorizes the Company to take necessary actions to

assure medical treatment (including first aid) of the Participant in case of any accident or injury involving the Participant during the course of the Program, at the prudent and reasonable judgment discretion of the Company's officials. All costs of medical treatment of the Participant shall be borne by the parent, or legal guardian or the legal representative of the Participant, and if any costs/expenses are incurred by the Company while catering to the medical needs of the Participant or providing for medical treatment thereof, such costs/expenses will be reimbursed to the Company in full by the Participant and/ or the Participant's Representative, in addition to the Program Cost or any other amounts receivable by the Company in terms of this Agreement, immediately upon conclusion of the Program, and/or return of the Participant back home, whichever is earlier.

The Company and its officers, directors, shareholders, employees, agents or representatives will not be held responsible for any failure or inability to take timely action, or to provide medical assistance, or otherwise for any misdiagnosis, incorrect/ incomplete medical treatment, allergic reactions, or for any actions not reasonably expected out of medically unqualified persons or those beyond the Company's reasonable control or supervision.

The Company reserves the right to restrict or prohibit the Participant from participating in the Program at any point of time, and/or to send the Participant back home (at the Participant's/Participant's Representative's costs), if the Participant is found to suffer from a medical condition which was either not disclosed to the Company at the time of execution of this Agreement, or which develops during the course of the Program, and in any case, which is capable of putting the health and safety of the Participant or other participants of the Program, or any other person affiliated with the Program. In such an event, any expenses incurred by the Company in relocating the Participant and/or sending him/her back home, will be reimbursed to the Company in full by the Participant and/or the Participant's Representative, in addition to the Program Cost or any other amounts receivable by the Company in terms of this Agreement, immediately upon conclusion of the Program, and/or return of the Participant back home, whichever is earlier.

**TERM AND TERMINATION:** This Agreement will be effective from the date of execution hereof, and will remain valid till the date of conclusion of the Program, or the date on which the Participant returns home, whichever is earlier. Subject to the foregoing, this Agreement may be terminated and/or the Program may be cancelled by the Participant/Participant's Representative by notifying the Company in writing. The termination of this Agreement shall be subject to the Cancellation Policy agreed to between the parties.

**INDEMNIFICATION:** The Participant/Participant's Representative ("Indemnifying Party") hereby undertakes to indemnify and hold the Company and its officers, directors, shareholders, employees and representatives (collectively, "Indemnified Party") harmless from and against all claims, damages and costs of any nature whatsoever (including counsel fees), which the Indemnified Party may suffer or become subject to in connection with the Indemnifying Party's (a) breach of any provision of the Agreement or failure of any representations and warranties of the Indemnifying Party, including with respect to the payment terms, (b) negligence or other tortuous conduct, or (c) violation of any applicable law, regulation, order or policy. The Indemnifying Party warrants that this indemnity does not violate any existing law or any mortgage, contract or other undertaking to which it is a party or which is binding upon the Indemnifying Party or the Indemnifying Party's assets.

**GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by Indian Laws and courts at Bangalore shall have the exclusive jurisdiction to entertain and try any dispute arising out of this Agreement.

**ENTIRE AGREEMENT:** The Agreement, read together with the confirmation documents and the annexures hereof, contains the entire understanding and all the covenants and agreements between the Parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the Parties with respect to the subject matter hereof and any

other matter deliberated hereunder.

**SEVERABILITY:** Should any part-term or provision of this Agreement be declared by any court to be in conflict with the law or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby. In such an event, the offending part-term or provision shall be deemed not to be part of this Agreement and any resulting necessary consequential amendment shall be deemed to be incorporated in the Agreement.

**WAIVER:** The waiver by either Party of a breach of any provision of this Agreement by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach by each Party.

The Company is hereby authorized to check the travel history of the students as also the exact date of return from the country of travel, which is available in public domain.

In Witnesses Whereof Parties have caused this Agreement to be executed on the date first hereinabove mentioned.

**Name:** \_\_\_\_\_

**Participant  
(Represented by his/her Parent/ Guardian**

**Name:Mahaboobullah Khan**

**Designation:Managing Partner**

**TRAVEL STALL**

**Place:BANGALORE**

**Date:30 JUNE 2106**

## **MEDICAL STATEMENT**

You must complete the medical questionnaire section to participate. If you are under the age of 18, you must have the Statement signed by a parent or guardian.

### **To the participant:**

The purpose of this Medical Questionnaire is to find out if you should be examined by your doctor before participating in our programs. Please answer the following questions on your past or present medical history by ticking YES (Y) or NO (N). If any of these items applies to you, we must request that you consult with a physician prior to traveling abroad on our programs.

A positive response to a question does not necessarily disqualify you from participating. A positive response means that there is a pre-existing condition that may affect your safety while under water and you must seek the advice of your physician prior to participation.

Are you currently taking prescription medication? (Y/N)

Have you ever had or do you currently have...

Behavioral health, mental, or psychological problems

(Such as panic attack, fear of closed or open spaces)? (Y/N)

Asthma, or wheezing with breathing or wheezing with exercise? (Y/N)

Frequent or severe attacks of hay fever or allergy? (Y/N)

Epilepsy, seizures, convulsions or take medication to prevent them (Y/N)

Frequent or severe suffering from motion sickness? (Y/N)

Any dive accidents or decompression sickness? (Y/N)

Inability to perform moderate exercise? (Y/N)

- Head injury with loss of consciousness with the past 5 years? (Y/N)
- High blood pressure or medication to control blood pressure? (Y/N)
- Angina, heart surgery or blood vessel surgery? (Y/N)
- Ear disease or surgery or recurring ear problems? (Y/N)
- Any form of lung disease? (Y/N)
- Pneumothorax (collapsed lung)? (Y/N)
- Other chest disease or chest surgery? (Y/N)
- Blackout or fainting? (Y/N)
- Recurring back problems? (Y/N)
- Back or spinal surgery? (Y/N)
- Diabetes? (Y/N)
- Heart disease? (Y/N)
- Sinus surgery? (Y/N)
- Frequent colds, sinusitis or bronchitis? (Y/N)

The information I have provided about my medical history is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition.

Signature of Participant

Signature of Parent or Guardian (if under 18 years of age)

## CANCELLATION POLICY

The following cancellation policy is applicable for all the Company Programs to EUROPE & UK. Kindly read and acknowledge the following terms and conditions in case of cancellation.

1. Cancellation within 90 days before departure: An amount of INR 10,000 will be deducted. If the VISA fee has been deposited then it will be deducted as per actuals.
2. Cancellation within 45 days before departure: INR 50,000 will be deducted along with VISA fees as per actuals and air ticket cancellation as per actuals (if the air ticket has been booked).
3. Cancellation within 15 days of departure: No refund will be made except actual air ticket refund if applicable.
4. Cancellation after VISA is approved: No refund shall be made, as cancellation will lead to the entire amount being forfeited.
5. In case VISA is denied: The Participant is liable to bear deduction of
  - Air ticket cancellation
  - VISA fees
  - Company Processing Charges (INR 5,000)
  - Program booking charges (INR 10000)
  - Any non-refundable deposit paid to the suppliers in the destination country.

I have understood the cancellation policy and agree to send my child for the trip. I shall adhere to the cancellation policy and will not challenge the decision of the Company.

Signature of Participant

Signature of Parent or Guardian (if under 18 years of age)



**PHOTO RELEASE FORM**

I hereby grant the Company, permission to record my child's likeness on film, tape and or photograph to be used for advertising purposes however, no personal information about my child will be used.

Child's name (print):

Parent/Guardian's name (print):

Parent/Guardian's Signature:

Program Name:

**PARENTAL CONSENT FORM**

To Whom So Ever It May Concern

This is to notify that our ward Mr. / Ms. \_\_\_\_\_ studying  
DPS ---MENTION BRANCH----- is traveling to EUROPE & United Kingdom for  
the Educational programme for a duration of 10days being organized by the  
Company. We would like to further mention that the program and all related  
organizations have our consent and we take full financial and moral responsibility of  
the child for the same.

Father's Name:

Mother's Name:

Father's Signature

Mother's Signature

Place:

Date: