

AMELIYA TOURISM
211, Baruipara Lane,
Gopal Lal Thakur Road,
Bonhoogly(Near I.S.I),
Kolkata – 35
Web: www.ameliyatourism.com,
E-mail: ameliyatourism@gmail.com

THE TRAVEL AGENT AGREEMENT

This agreement is made the

Between

The Company AMELIYA TOURISM whose register office is situated at 211, Baruipara lane, Gopal Lal Thakur Road, Near Bonhoogly I.S.I, Kolkata -108 here in after called the represented by the General Manager Mr. Dipankar Roy who is an authorized signatory for the purpose of this agreement and

.....- the Travel Agency whose registered office is located at, here in after called the Agent represented by

who is and authorized signatory of the company for the purpose of this agreement.

1. SUBJECT OF THE AGREEMENT

1.1. The Parties hereby agree as follows:

The Agent is independent and his purpose is to buy travel services such as: book the hotel rooms, book the sanatoriums and resort services, tour packages, excursions and transport services in India from the Ameliya Tourism.

2. DUTIES

2.1. DUTIES OF THE AGENT

2.1.2. To advertise the travel services of the Promotor at his expense.

2.1.2. Agent accepts such engagement and for the period here in specified agree to endeavor to find buyers for the travel services within its Territory. The Territory of the Agent shall not be limited.

2.1.3. To pay the Promotor for the agreed travel services after receiving the written confirmation in the appointed time (as per clause 4).

2.1.4. To pay the Promotor for the travel services according to its indicated rates but Reduced by The Agent commission which is set on 5 % for offers directed for Individual tourists (up to 9 persons) and / or reduced by The Agents commission Which is set on 10 % for offers directed for tourist group (over 9 persons). The commission does not apply offers prepared on The Agent request only for Detailed group, time and number of persons, what has to be presented with a net Price for The Agent.

2.1.5. To notify the Promotor by letter or by e- mail about a cancellation of booking made by client.

2.1.6. To notify the Promotor about a claims made by the client within 15 days from the date after the termination of the travel service.

2.1.7. Not to use the Promotor advertisement and promotional materials and to advertise other tourist companies.

2.1.8. To provide the Promotor all the necessary documents concerning their cooperation.

2.1. DUTIES OF THE PROMOTOR

2.2.1. To provide high quality travel services to the Agent.

2.2.2. To provide the Agent with materials, brochures and all necessary information concerning the travel services.

2.2.3. To notify the agent of any reservations as for using the Promotor and of any Visa requirements before signing the agreement.

3. TERMS OF BOOKINGS

3.1. Booking requests shall be made by sending a complete Booking Form (In English) with full details of the client by Letter or e-mail to:
Mobile: 9830392357/9836120022 By Text; E- mail: ameliyatourism@gmail.com

3.2. All reservations are subject to availability. The Promotor is obliged to send a written confirmation or refusal according to the Agent within 48 hours of A previewed booking.

3.3. The Promotor reserves the right to cancel the booking despite a written confirmation within 48 hours without giving a reason.

3.4. The Promotor regrets that if the payment is not received on time as per clause 4.1. may cancel the booking.

3.5. The Promotor reserves the right to alter the travel services which does not effect the standard and occupation. The Promotor will notify in writing and obtain binding acceptance of this change the Agent about the changes before selling the travel services.

4. TERMS OF PAYMENT

4.1. The Promotor must receive 30% of all payment within seven (7) days after sending the written confirmation of booking the 70% balance will be forward to the Promotor at least 30 days before the arrival date.

4.2. To book Last Minute tours the Agent shall pay the whole amount at least 3 days before the beginning of the tour. The agent shall send a proof of payment by mail to the Promotor to confirm this booking.

4.3. In case the Promotor is not getting the agreed amount from the Agent his clients lose the right can not use the travel services.

4.4. When making the payment The Agent shall indicate the particular travel services he wants to pay for.

4.5. The Agent is obliged to pay fine of 0, 5% of the total agreed amount per day for the delay in payment.

5. LIABILITY AND CHARGES

5.1. The Agent must accept financial responsibility for all transactions made under your name or account.

5.2. If the Agent cancels the reservation the Promotor has to apply the following cancellation rules:

- Cancellation within 90 Days prior to the arrival date of the tour packages / Hotel Booking / Transportation: 20% retention charge + 500/-.
- Cancellation within 60 Days prior to the arrival date of the tour packages / Hotel Booking / Transportation: 30 % retention +500/-
- Cancellation within 40 Days prior to the arrival date of the tour packages / Hotel Booking / Transportation: 50 % retention + 500/-
- Cancellation within 20 Days prior to the arrival date of the tour packages / Hotel Booking / Transportation: 70 % retention + 500/-
- Cancellation within 15 Days prior to the arrival date of the tour packages / Hotel Booking / Transportation: 100 % retention
- No cancelation will be accepted over telephone, please submit written application for cancelation. Please produce your money receipt.

5.3. When Agent cancels any reservation commission for this reservation does not take effect.

5.4. The Promotor can apply additional charges to the Agent prior to selling the travel services.

5.5. AMELIYA WILL NOT TO BE LIABLE FOR ANY DISTURBANCE CAUSED BY TRANSPORTATION ON ROAD DUE TO TECHNICAL FAULT, FOR ANY KIND OF THEFT OR BURGLARY, ACCIDENTS, MISHAPS, LANDSLIDE UNTOWARD INCIDENTS, ILLNESS OR EVEN DEMISE OF ANY OF THE CLIENTS DURING THIS TOUR SPAN, BUT WILL LEND EVERY POSSIBLE HELPING HAND.

5.6. If any natural calamities (Flood & Disaster), political issues, mountain hazards in before journey date, we have compelled to postpone our travel services & we are not liable to refund the money, but we have given you following options or conditions to change your tour service:

a) You can extend your tour service for another six month. You can avail date as per our choice for select tour. Any amount which you have given as booking amount will be kept with us and be adjusted with the next tour package which you will select.

b) If you do not want avail tour packages within next 6 months than you can exchange the tour packages with your relatives, friends or any other persons, you must submit written application & mentioned name address.

6. HIGHER FORCES

6.1. In the case of partial or complete breach of contract, caused by unforeseeable events such as fire, war, natural disaster, or any other acts of God, as well as legal actions taken by the state, which may have an impact on the fulfillment of the contract the parties are not responsible for this agreement.

6.2. In the event of unforeseen forces the Promotor reimburse all the funds except for its actual expenses incurred till the moment they has occurred.

6.3. The Party which is unable to fulfill its responsibilities because of the unforeseen forces is obliged to inform the other party immediately but not later than 3 days from the moment the unforeseen forces has occurred. Failure to inform the other Party about the unforeseen forces the agreement shall remain in full forces and effect it does not release the liabilities for this agreement.

7. DURATION AND TERMINATION

7.1. This agreement comes into force on the date above.

7.2. This agreement is initially made for 1 year.

7.3. Either party can notify in writing the other at least 3 month notice that they do not want to continue.

7.3. Either party can terminate this agreement with immediate effect when:

7.3.1. The other party hasn't fulfilled the duties of the agreement.

7.3.2. The party falls short of payment after 30 days.

7.3.3. One party has no means of payment or is declared bankrupt.

7.4. Termination. In the event of sudden termination of this agreement under this or any other provision of this agreement, there shall be no liability of any party to this Agreement, all financial means will be credited the Promotor.

8. LEGAL JURISDICTION AND GOVERNING LAW

8.1. Alternations to this agreement have to be made in writing and signed by both parities to become valid. No oral supplementary agreement is valid.

8.2. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the Indian Laws.

8.3. Any dispute or matters which arise between the Agent and The Promotor will be dealt by the Ameliya Tourism.

9. DISTRIBUTION

9.1. Both contractual parties confirm that they have received a written copy of this agreement in English.

10. BANK DETAILS AND ADDRESS OF BOTH PARTIES

The Promotor

The Agent

AMELIYA TOURISM
211, Baruipara Lane
Gopal Lal Thakur Road
Bonhoogly(Near I.S.I)
Kolkata - 35

Payments in Rupess:

Bank details:

United Bank of India

Dunlop Branch

Account number: 0071050074041

IFC Code: UTBiODLB140

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The Promotor signature, stamp and date

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The Agent signature, stamp and date