

# Thank you for showing interest in Special Charter Flights from Australia to India

## **Terms and Conditions of Travel**

This is a contract between you and Fortune World Tour ABN: 59 162 983 824 (Fortune World Tour) Fortune World Tour Pty Ltd is engaging the services to operate special charter flights from Australia to India

By accepting to undertake the travel and associated health measures and quarantine processes, you acknowledge and agree (on your own behalf and on behalf of any dependents travelling with you) to the following terms and conditions.

- Fortune World Tour is facilitating transportation for Indians in Australia to return to India.
- You agree that you are voluntarily electing to undertake the travel, and that you are not required to do so.
- You will abide by the health measures and quarantine processes required by the Indian Government and the respective State government in India associated with the travel.
- Fortune World Tour is not responsible for the safety, quality, or timeliness of the travel. You do not have to undertake the travel and should not do so if you are relying on Fortune World Tour or the Indian Government to ensure its safety, its quality, or its timeliness.
- At all times prior to and during the travel you must comply with any reasonable directions and advice issued by the Australian or Indian Government
- By agreeing to take the travel, you assume all risks and liabilities associated with the travel not already covered by the relevant transport provider, including but not limited to personal injury or illness, death, property damage and any all other loss or damage you or your dependents may suffer as a result of this travel. This applies even if there is something that Fortune World Tour could or should have done to avoid the risk which caused you to suffer any of these things, and even if the travel was not undertaken or arranged to an appropriate standard of safety, quality or timeliness.
- You will not make any claim against Fortune World Tour, its employees, officers or agents for such loss or damage even if Fortune World Tour breached some obligations to you in relation to the travel.
- You must comply with the transport provider's conditions of carriage, as applicable.
- You will notify Fortune World Tour no later than 48 hours before the departure date of any health conditions or special needs that may impact your ability to travel. However, Fortune World Tour makes no guarantee that individual circumstances or special requests can be facilitated.
- Fortune World Tour is not liable for any loss or damage suffered by you or your dependents due to cancellation or rescheduling of any flights relating to the travel.
- You must also comply with any directions of Australian authorities as well as Indian authorities as to public health regulations or policies in relation to your departure, arrival and during the travel.
- If you suffer any loss or damage as a result of the travel, you may make a claim under any relevant insurance policies applicable to you (including but not limited to personal travel insurance, insurance undertaken out by your employer, insurance applicable to the charter service and/or transport provider).
- If you do not agree to these terms, do not undertake the travel.

## Eligibility

The below two conditions need to be met for you to book and fly on this charter flight.

- An Indian national or an Overseas Citizen of India.
- You should be not be exhibiting any of the following symptoms like cough, fever, or any respiratory distress. You will be denied boarding of the flight by airport authorities at the airport if you exhibit any of the above symptoms.

Fortune World Tour accepts no liability to ensure that the passenger is eligible to depart from Australia and enter the destination country India. This sole responsibility lies with the passenger.

No refunds will be provided if for any reason you are not allowed to board the flight or decide not to travel due to any personal circumstances or change of mind.

By making this booking you acknowledge and agree that you are eligible to enter India under the current border arrangements, and that you have the correct and necessary documents for entry. We are unable to give you any advice in relation to your eligibility to enter India and any information provided in these Terms and Conditions is best to our knowledge and no government official has verified these Terms & Conditions.

If you are holding an Australian passport, then you will have to get permission to leave Australia from Department of Home Affairs. You should apply for a travel permit and permission to leave Australia before booking your ticket.

If you have any doubts about whether you have the correct status or permissions, prior to making a booking for this flight please contact the Indian High Commission in Australia and Department of Home Affairs, Australia.

Given the unprecedented global changes that have resulted from the Covid-19 pandemic, children under 18 years must be accompanied on the flight by their parent or guardian.

## Pregnant Women

Given the unprecedented global changes that have resulted from the Covid-19 pandemic, pregnant women who are more than 28 weeks pregnant are not permitted on this flight unless they satisfy the flying requirements of the Airline in which they are tarvelling

## Aircraft Carrier & Flight:

This repatriation flight will be operated by any of the Airlines using one of their planes with certified Air crews. Fortune World Tour will be the only one issuing tickets and coordinating the flights.

You acknowledge and agree that this flight may not contain certain services and amenities normally provided by standard commercial airlines. However, every effort will be made to provide you with the necessary amenities (i.e. drinking water, food, etc). The plane used in this flight is equipped with onboard safety equipment. Disinfection procedures for the plane will be followed prior to boarding and the flight crew will wear personal protection equipment.

Preferred seats, where available, and priority check-in and boarding will be provided to the elderly, pregnant women, families with young children, individuals with a disability and those who would be at risk of severe symptoms of Covid-19 if they happened to contract the disease. It is expected that Passengers help to prioritise these individuals.

Inflight interactions between crew and passengers will be kept to a minimum with no catering services. However, food packs and bottled water will be pre-placed on the seats instead.

Some seats are blocked off for compliance with local regulations, crew rest and quarantine area on board. India requires passengers be supplied with personal protective equipment (PPEs) if the middle seat is not kept empty.

You and your luggage may be subject to inspection and disinfection procedures. You agree to follow all specific directions given to you by the ground staff, flight crew and officials at the departure and arrival airports and during the flight.

We reserve all rights to refuse the boarding of any Passenger or remove any Passenger from the flight, without any liability for losses whatsoever, if we consider it is in the best interests of the flight's operation and the other Passengers and flight crew. At the departure and arrival airports and during the flight you are strongly encouraged to wear your face mask over your mouth and nose and practice 1.5 meter social distancing to the maximum extent possible.

#### To and from Airport

It is the sole responsibility of the passenger to arrange for their transport to and from the airport and/or quarantine facilities. Interstate travelers need to make sure they are aware of the respective state quarantine requirements. Fortune World Tour will not be held responsible if the passengers are not able to make it to the airport in time for the flight. You will also not be eligible for refunds/credits for failing to make the flight.

Upon arrival at the destination airport, you will be required to proceed to designated quarantine facilities as advised by the authorities. Any transport or quarantine cost must be borne by the passengers. Fortune World Tour will not be liable to pay for any such expenses.

Ticket Price, Seating and Baggage allowances:

Fortune World Tour reserves the right to vary the price at any time without notice and this will not lead to grounds for any compensation or refunds.

Seating is extremely limited. Advance seat selection and seat changes for this flight will be prohibited. Singapore Airlines will determine all seating allocations.

Chartered flights have specified baggage allowances irrespective of booking class. Every adult or child ticket holder will be allowed 30kg check-in luggage and one 7kg carry-on luggage. Service standards will be the same for economy and business class bookings.

## Information Required & Ticket Payments

You will be required to fill all information being asked in the form such as your passport details, contact numbers, origin address, destination address, etc. This will help the authorities to prepare for your departure and arrival including quarantine requirements.

All bookings will have to be completed via the order form. Due to the specific nature of this travel, no phone bookings will be accepted.

It is the responsibility of the passenger to make sure that all details provided are correct and accurate.

At the time of completing the order form you will be required to make an initial deposit payment to secure your seats.

Once your passport details are validated by the authorities, we will notify you to make the balance payment. Balance payment needs to be made within 24 hours after the notification through bank transfer only.

## CREDIT CARD PAYMENTS WILL NOT BE ACCEPTED FOR CHARTER FLIGHT BOOKINGS

Departure Date & E-ticket Issuance

Due to the nature of this flight and the ongoing covid-19 pandemic, special approvals are needed from origin, transit, and destination airport authorities. Passenger manifest including all your personal details needs to be approved the Indian High Commission and be provided to the State Government for them to prepare for quarantine.

Fortune World Tour also needs to fulfil the number of passenger requirement in order to run a successful charter flight.

Their may be changes to the departure date due to unavoidable circumstances (i.e. weather, equipment failures, changes in government policies, etc). This will not warrant for a refund of your tickets. Fortune World Tour will try its level best to get the next departure date.

You should regularly check your email that you have provided for more information/updates from us regarding your travel.

E-tickets will be issued once full payment is received and the date of departure has been decided. Passengers are not eligible for refunds/cancellations/credits if they are not able to fly on the departure date.

Passenger taking Domestic Flights:

Kindly note that Fortune World Tour will not be held responsible for any cancellation or rescheduling of domestic flights.

No Refunds will be given if you miss the International flight due to domestic flight cancellation or rescheduling.

Change & Cancellation Policy:

As this is a special charter flight, changes to flight dates or destination is not permitted by passenger. You are required to make a deposit payment to secure your booking.

Upon getting the approval from the Indian Government, Fortune World Tour will inform you via invoice to make the balance payment. You are required to make the balance payment within 24 hours of receiving the invoice.

Fortune World Tour liability towards passenger is limited to refund the ticket price if the charter flight does not operate on or around the scheduled date due to reasons within our control. Fortune World Tour will not be liable for any other claim including the negligence or fault, if any, of ours or of a third party. In relation to the flight, date of departure or arrival, the city of departure or the city of arrival, can change for reasons beyond our control and if it happens this will not be the grounds for seeking refund.

No refund would be permitted based on such changes.

We aim to process eligible refunds within seven working days.

#### Waitlist Bookings

Once the required number of passengers are met, we will be accepting waitlisted bookings. Waitlist bookings does not mean that you will have a guaranteed reservation on this charter flight. Depending on cancellations of passengers who had confirmed bookings, we will be adding passengers from the waitlist on first come first serve basis. Waitlist bookings will still require to pay the 5% deposit which will be refundable if you are unable to get a confirmed booking on this charter flight.

#### Quarantine

You acknowledge that you will be required to observe a quarantine period as specified by the State and/or Indian Government. You will be responsible for making your own travel arrangements to your home after the quarantine period has ended, and any cost associated with the quarantine process. Please refer to this link on Quarantine provided by the Govt of India. <u>https://www.mohfw.gov.in/</u>

#### Disclaimer

You acknowledge that this is a specially operated charter flight and not a standard commercial flight and accept any risk whether direct or inherent that comes from charter flight operations. There are also inherent risk associated with travel during this global pandemic, you also acknowledge that Fortune World Tour is unable to make guarantees regarding the timings, the actual departure date, or the arrival city in India.

To the maximum extent permitted by law, we exclude any and all liabilities for any loss whatsoever that may arise in connection with this charter flight, and by agreeing to these terms and conditions, you hereby release Fortune World Tour from any such liability.