

GENERAL TERMS AND CONDITIONS.

Article 1: Definitions

These general terms and conditions shall apply to:

- 1.1. Layobi BV, hereafter referred to as, "LAYOBI" acts a travel agent and travel agency
- 1.2. The client, or the person for whom LAYOBI provides the services and who have accepted the conditions, hereafter referred to as "TRAVELLER"
- 1.3. A third party provider of accommodation, an organizer of activities and/or excursions, car rental Plus driver and/or other service providers in the field of travel, in the broadest sense of the word, with whom the TRAVELLER enters into a direct agreement will hereafter be referred to as "SERVICE PROVIDER"
- 1.4. WEBSITE LAYOBI, being www.layobiindia.com and www.layobiindia.com hereafter referred to as "WEBSITES"
- 1.5. STO REISGARANTIE, hereafter referred to as "STO" is a foundation which offers an arrangement for travel agencies/organizations to meet the guarantee obligations as required by DUTCH law.
- 1.6. Vereniging van Kleinschalige Reisorganisaties, hereafter referred to as "VvKR" is a community who serves the interests of a group of small scale travel organizations.
- 1.7. Escrow account, hereafter referred to as "ESCROW ACCOUNT" is a safe guaranteed bank account from "Certo Escrow" under responsibility of "STO"
- 1.8. A package tour is a trip which consists of at least two different services (eg hotel+flight) and lasts at least 24 hours or minimum one night's accommodation, hereafter referred to as "PACKAGE TOUR".
- 1.9. A booking for standalone hotel or activity is a non-package TOUR, hereafter referred to as "NON-PACKAGE TOUR"

Article 2: The parties to whom these general terms and conditions are applicable:

- 2.1. "LAYOBI"
- 2.2. "TRAVELLER"
- 2.3. "SERVICE PROVIDER"
- 2.4. "STO"
- 2.5. "VvKR"
- 2.6. "CERTO ESCROW"

Article 3: Scope of the general terms and conditions:

- 3.1. The general terms and conditions are applicable to all LAYOBI'S forms of service. Deviating conditions, provisions, agreements, regulations and/or verbal commitments made by LAYOBI'S employees only apply when confirmed in writing by LAYOBI'S authorized personnel.
- 3.2. LAYOBI's services may only be used by those TRAVELLERS who have read and agreed to these Terms and Conditions first in their entirety and accept the conditions without reservations ticking the relevant box above on the WEBSITE
- 3.3. The booking conditions under these general terms and conditions apply as of November 30, 2016

Article 4: Guarantee arrangement/STO-travel guarantee/VvKR

- 4.1. LAYOBI is affiliated with STO and makes use of the travel guarantee arrangement which assures TRAVELLER that the paid amounts for the booking are safe in case of financial insolvency of LAYOBI. Via a safe third party arrangement the TRAVELLER pays the amount for the booking to an Escrow account from „Stichting Certo Escrow” and not to a LAYOBI bank account. „Stichting Certo Escrow” is DNB authorized (DNB, De Nederlandsche Bank is the Dutch National Central bank). This method guarantees the TRAVELLER that his payment is safe. The amount will only be transferred to the LAYOBI bank account one day after the service has been delivered. In case LAYOBI is not capable of meeting her obligations the amount will be transferred by “Stichting Certo Escrow” to STO. STO will depending on the phase of the tour use that amount to arrange an alternative, or arranges return trip or repay the amount to TRAVELLER. You can find all details on the benefits of participating in STO and “Stichting Certo Escrow” on the websites www.sto-reisgarantie.nl and www.certo-escrow.com.
- 4.2. The STO-travel guarantee is applicable on PACKAGE TOURS, not on NON-PACKAGE TOURS. By using this arrangement LAYOBI meets the requirements from Dutch law.
- 4.3. Layobi is affiliated with VvKR . VvKR is an organization which supports small sized travel organizations to deliver good quality and meet all legal and business requirements. Information on VvKR you can find on www.vvkr.nl

Article 5: Services provided by LAYOBI

- 5.1. LAYOBI acts as a travel agent and thus provides services in the field of travel. LAYOBI may provide information on behalf of SERVICE PROVIDERS to TRAVELLERS, recommend and make reservations for them.
- 5.2. LAYOBI offers travel arrangements under own name and responsibility and travel arrangements on behalf of third party SERVICE PROVIDERS.
- 5.3. The services offered by LAYOBI can be divided in the following categories:



- a. Accommodation only (hotels, home stay etc.) on name of third parties, LAYOBI acts as intermediary only and provides an agreement between TRAVELLER and third party SERVICE PROVIDER
 - b. Package TOUR under LAYOBI label and responsibility, LAYOBI being the Service Provider.
 - c. Package TOUR on name of third parties, LAYOBI acts as intermediary and provides an agreement between TRAVELLER and third party SERVICE PROVIDER
 - d. Activities (including car with driver) only, both LAYOBI and third party can be the SERVICE PROVIDER
- 5.4. For "Accommodation only" the TRAVELLER can make a reservation for a service from a SERVICE PROVIDER direct via WEBSITE LAYOBI.
- 5.5. For PACKAGE TOUR and Activities LAYOBI will arrange reservations for a TRAVELLER for a service from a SERVICE PROVIDER or for LAYOBI.
- 5.6. In case there is an agreement between the TRAVELLER and the SERVICE PROVIDER, LAYOBI is explicitly not a party to the final agreement.
- 5.7. Before the TRAVELLER makes a reservation through LAYOBI, it should be pointed out that the TRAVELLER enters into an agreement at the time of booking.
- 5.8. After booking LAYOBI sends the TRAVELLER a booking confirmation by email. In case of booking a PACKAGE TOUR (always covered by STO travel guarantee) the TRAVELLER will receive a mail from CERTO ESCROW with the details for payment through Ideal or for a payment by a bank transaction. In case of a NON-PACKAGE TOUR (not covered by STO travel guarantee, unless agreed upfront between LAYOBI and TRAVELLER) the TRAVELLER will pay for accommodation only at destination. For activities payment has to be done directly on the website by a payment gateway or TRAVELLER will get an e-mail from LAYOBI or SERVICE PROVIDER with details for payment through Ideal, or other payment methods. If the TRAVELLER does not receive a confirmation e-mail within 24 hours of completing a booking he must send a reminder email to info@layobiindia.com or info@layobikerala.com. The TRAVELLER is bound by the agreement by LAYOBI'S booking confirmation. The booking confirmation also serves as proof of the agreement. The final booking agreement and voucher (voucher not applicable for hotel only booking) should be taken on the tour and has to be shown to the SERVICE PROVIDER.
- 5.9. All text and amounts mentioned on the WEBSITE are considered to be made in good faith by the SERVICE PROVIDER for the service to be provided and may always be subject to interim adjustments. LAYOBI is not responsible for information on the WEBSITE that has been prepared by the SERVICE PROVIDER as this remains his responsibility.
- 5.10. The TRAVELLER declares to have taken note of the information presented on the WEBSITE or additional information received on booked services and has no need of a further description unless specifically asked for by TRAVELLER.
- 5.11. LAYOBI is available for TRAVELLERS during Indian office hours. Office hours are Monday through Friday from 10:00 to 18:00 hours. For emergency cases a special telephone number will be given to TRAVELLER.

Article 6: Payments

6.1. When entering into an agreement the TRAVELLER agrees to paying the total amount and complying to the conditions made at the time of booking and included in the booking confirmation. As the prices are based on Indian Rupees the end price in local currency can vary from the currency rate at payment Date. Any other price increases or decreases of one or more of the purchased services at a later date will not be charged

6.2. For “accommodation only” bookings the payments are done by the TRAVELLER in the accommodation/hotel, no advanced payments except in case specifically mentioned that this is required.

6.3. All amounts for accommodation are in Indian Rupees and are inclusive of any applicable taxes unless it is mentioned different at the website/booking confirmation. The amounts in Rupees are converted in Euro’s and Dollars as indication. You pay at the accommodation desk the Indian Rupee amount. The Euro or Dollar amount to be paid by TRAVELLER can vary from the Euro or Dollar amount at date of booking due to currency fluctuations.

6.4. For PACKAGE TOURS the prices can be in Euro or Indian Rupees. This will be clearly stated on the website and booking confirmation. Prices mentioned in Euro’s are fixed and not subject to currency fluctuations. Prices mentioned in Indian Rupees but paid in Euro’s are subject to currency fluctuations at payment dates. The Indian Rupee amount is fixed, conversion to Euro’s at the currency rate applicable on the payment date (or some days earlier because of handling period).

6.5. For PACKAGE TOURS and activities bookings with payment to LAYOBI the TRAVELLER is required to make a 25% deposit of the total amount directly within 14 days after the time of entering into the agreement. This payment should be made for PACKAGE TOURS to the ESCROW ACCOUNT. For activities from NON-PACKAGE TOURS the payments have to be done to the LAYOBI bank account.

6.6. Any deviation from the deposit percentage will be made clear to TRAVELLER before final booking.

6.7. The balance of the total booking for the amount payable for PACKAGED TOURS should be received on the ESCROW ACCOUNT at least 28 days prior to the date of the first part of the trip. This is also applicable for NON-PACKAGED activities on the LAYOBI bank account.

6.8. If the TRAVELLER booked less than 28 days before the date of the first part of the trip, the deposit is not applicable. In this case the entire sum of the amount payable for PACKAGED TOURS and NON-PACKAGED TOURS has to be paid immediately after confirming of the booking.

6.9. In case different payment terms are applicable, these terms will be made clear to TRAVELLER before final booking.

6.10. If payments are made late or are not made, the TRAVELLER is in default and the agreements are deemed to have been cancelled. In this case the cancellation charges mentioned in Article 9.3 apply.

6.11. Any refunds will only be paid to the TRAVELLER who made the booking arrangement and did the payment.

6.12. Listings of prices on the LAYOBI WEBSITES are subject to obvious errors and omissions.

Article 7: Responsibilities

7.1. LAYOBI will take care of good commissioning during the execution of the work. LAYOBI's responsibility is limited to the execution of the services rendered by LAYOBI itself and in case of a SERVICE PROVIDER for the provision of information, advice and making reservations.

7.2. The client must be at least 18 years old to be legally competent to make commitments in accordance with the General Terms and Conditions of LAYOBI.

7.3. The TRAVELLER is responsible for providing LAYOBI with correct and timely information requested by LAYOBI for the purpose of carrying out a proper reservation.

7.4. The TRAVELLER is obliged to check the LAYOBI (provisional) booking and final booking confirmation upon receipt for accuracy and completeness. Reports of any inaccuracies or omissions should be made within 7 days, but not later than the start date of the first part of LAYOBI'S trip component. In the absence of such notification, the TRAVELLER is not entitled to make an appeal on incompleteness and /or inaccuracy.

7.5. The TRAVELLER is responsible for having the required documents (among others passport, visa, vaccination certificates etc.) and should have them with him/her when travelling. If the TRAVELLER cannot make the trip (partly) due to the absence of (valid and appropriate) necessary documents, the consequences of this are for the TRAVELLER'S own account.

7.6. LAYOBI provides the TRAVELLER with some general information on passport and health formalities on her WEBSITE. However it is the TRAVELLERS own responsibility to ensure that he/she has the appropriate travel and other documents and takes the required health precautions.

7.7. It is the TRAVELLER'S responsibility to gather any additional information with the appropriate authorities and to check before departure as to whether prior information is still up-to-date.

7.8. TRAVELLER is himself responsible for arranging a travel and/or cancellation insurance. An insurance is highly recommended.

Article 8: Liability

8.1. The TRAVELLER is liable for all the obligations arising from the provision of services by LAYOBI both to LAYOBI as to the SERVICE PROVIDER. The other party members of TRAVELLER are liable for their own share.

8.2. LAYOBI accepts no liability for acts and/or omissions by SERVICE PROVIDERS involved, or for the accuracy of the information provided by the SERVICE PROVIDERS

8.3. LAYOBI can only be made liable for damages caused by gross fault or negligence caused by LAYOBI

8.4. In the event of culpable failure by LAYOBI and suffering damages from the TRAVELLER (including damages for loss of travel enjoyment), LAYOBI 'S liability is limited to a maximum of 25% of the invoiced services.

8.5. Without prejudice to the previous paragraphs, LAYOBI 'S liability and as far as LAYOBI is held liable by court will always be limited to direct damages and any form of consequential damage is excluded.

LAYOBI'S liability is in any case limited to the maximum amount that the insurer of LAYOBI will, in common case, pay.

8.6. The liability for damages for which the TRAVELLER is insured (for example by means of a travel and/or cancellation or health insurance) as well as liability for damages suffered by the TRAVELLER in the context of exercising a profession or business (including damage by missing connections or a late arrival at the place of destination) are excluded.

8.7. In case of a claim from TRAVELLER, the insurance of TRAVELLER will always be first insurance to put the claim. Only if the claim is not covered by TRAVELLER'S insurance a claim can be put at LAYOBI'S insurance.

Article 9: Changes and cancellations

9.1. Any cancellation of one or more components of a TRAVELLER 'S reservation to the may only be performed through the LAYOBI WEBSITE or by formal writing by e-mail. All cancellation conditions as mentioned in Article 9.3 are applicable.

9.2. Any change requests to existing bookings can be made by the TRAVELLER by telephone [+91 7680000247](tel:+917680000247) or by e-mail info@layobiindia.com LAYOBI will then assess whether the intended change can be realized and at what costs. The price difference plus € 50 (fifty) Euro administration fees will be charged per booking.

9.3. LAYOBI uses the following cancellation policy:

Cancellation fee for cancellation of booked accommodation:

(A). Cancellations are subject to the hotel policy. If the policy is not clear TRAVELLER can contact LAYOBI for further details.

Cancellation fee for cancellation of booked tours, excursions and/or activities and car with driver:

(B). Between 29 days and no later than 20 days before the commencement of the tour or activity: 30% cancellation fee.

(C). Between 19 days and no later than 10 days before the commencement of the tour or activity: 50% Cancellation fee.

(D). From 9 days before the commencement of the tour or activity and after entry time 100% Cancellation fee.

Cancellation fee for cancellation of car with driver for transfer from/to hotel only:

(E). Between booking time and 96 hours before the commencement of the hire: 0% cancellation fee

(F). Between 96 hours and 0 hours prior to entrance of the car: 100% cancellation fee.

9.4. In case cancellation terms and fees are different from the terms and fees as mentioned in Article 9.3, these terms and fees will be communicated to TRAVELLER before the TRAVELLER enters in a final booking agreement.

9.5. The date of cancellation stated in the TRAVELLER 'S personal domain on the LAYOBI WEBSITE determines the question as to how much time before the commencement of the accommodation booking, activity, tour or car rental cancellation is applicable. In order to calculate the cancellation period the following rule is applicable: entrance time accommodation booked, activity, excursion and/or car with driver hire is 00:01 pm (one minute after midnight) on the date on which a booking is made.

9.6. Any amounts to be refunded (after cancellation) will be refunded to the account used for making the booking with LAYOBI within 14 days.

9.7. LAYOBI and SERVICE PROVIDER have the right in case of unforeseen events to make adjustments to the PACKAGE. LAYOBI and SERVICE PROVIDER will do all the efforts to find a service at a comparable level and have comparable quality from the original agreed PACKAGE. Only if it is impossible to deliver comparable services a compensation can be proposed by LAYOBI.

9.8. In case the PACKAGE offered by LAYOBI or SERVICE PROVIDER can only be delivered if a certain number of participants is required, LAYOBI and the SERVICE PROVIDER have the right to cancel a booking and repay the amount paid by the TRAVELLER.

Article 10: Complaints

10.1. The TRAVELLER may file a written complaint to LAYOBI on the advice and information provided by LAYOBI or about a reservation made by LAYOBI within two weeks after the end of the booked service, or, if the trip did not take place, within two weeks after the original date of the first element booked

10.2. LAYOBI will respond in writing within two weeks after receipt of the complaint giving a substantive response to the complaint.

10.3. If the complaint proves to be justified, LAYOBI will look for a suitable solution depending on the seriousness of the complaint.

10.4. The TRAVELLER should, at all times, give LAYOBI the opportunity of providing an appropriate solution.

Article 11: Force Majeure Circumstances

11.1. In the case of unforeseen circumstances, both permanent and/or temporary, LAYOBI is entitled to suspend or cancel the agreement completely or partially, without giving the TRAVELLER the right to claim compliance and/or indemnification. Force majeure shall include, but not exclusively be: threat of war, war, riots, and acts of war, strikes, boycotts, and disruptions in traffic or transportation, acts of government, shortage of raw materials, natural disasters and so forth. Also all the circumstances such as extraordinary weather conditions for which reasons complete or partial compliance with the agreement in reasonableness and fairness cannot be expected.



11.2. If the force majeure occurs while TRAVELLER has only enjoyed part of the reserved service, the agreement is considered as being cancelled for the part of the service that not has been delivered.

Article 12: Final Provisions

12.1. Dutch law is applicable on all agreements concluded by LAYOBI including these General Terms and Conditions. The court in Amsterdam is authorized to judge any dispute arising from the interpretation and/or execution of the agreement.

12.2. Neither party may assign its rights and obligations to third parties, unless this has been agreed in these conditions.

12.3. The information, software, products and services that are offered by LAYOBI on her WEBSITE may include inaccuracies or typographical errors. LAYOBI can, at any time, make changes or improvements therein. LAYOBI and SERVICE PROVIDER are in no case, liable for any direct, indirect and/or consequential damages with relation to the use of the WEBSITE or in case of delay or inability to use the Website.

12.4. LAYOBI will treat all personal information provided to LAYOBI with discretion and only share the TRAVELLER information with parties as defined in article 2.

12.5. The Terms and Conditions may be edited without prior notice at any time. However such changes are not applicable to bookings that have already been accepted by LAYOBI on and behalf of the SERVICE PROVIDER.

For More Information and Reservations



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