

BOOKING FORM

Please complete one booking form per party

XSports Bangalore
21/1, Aradhya Complex, Vani Vilas Road
Basavanagudi, Bangalore-560004, India

Name of the Package Tour: The DesimatorsTour to Australia

Package Tour Code:

Departure Date: _____
(Date/Month/Year)

Please confirm my seat for the above tour, and I am forwarding the sum of Rs..... through cheque/draft/payorder bearing No..... or via credit card (please tick) as tour fee for participating in the tour. The details have been given below.

1	Mr/Mrs/Ms _____ (full name as per passport)	Date of birth _____ (Date/Month/Year)
Passport No _____	<small>please tick what is applicable</small> Diet: Veg/Non-veg (Please contact in case of special diet)	Smoking: Yes/No
Place of Issue _____	Play musical instrument? Sax, Drum, Horn _____ (Other - Specify)	Play Cricket? Batsman/Bowler/Wkeeper/Allrounder
Date of Issue _____	T-Shirt Size: XL/L/M/S	*Note 1. Please Indicate if child below 12 years <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Expiry _____		

2	Mr/Mrs/Ms _____ (full name as per passport)	Date of birth _____ (Date/Month/Year)
Passport No _____	<small>please tick what is applicable</small> Diet: Veg/Non-veg (Please contact in case of special diet)	Smoking: Yes/No
Place of Issue _____	Play musical instrument? Sax, Drum, Horn _____ (Other - Specify)	Play Cricket? Batsman/Bowler/Wkeeper/Allrounder
Date of Issue _____	T-Shirt Size: XL/L/M/S	*Note 1. Please Indicate if child below 12 years <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Expiry _____		

3	Mr/Mrs/Ms _____ (full name as per passport)	Date of birth _____ (Date/Month/Year)
Passport No _____	<small>please tick what is applicable</small> Diet: Veg/Non-veg (Please contact in case of special diet)	Smoking: Yes/No
Place of Issue _____	Play musical instrument? Sax, Drum, Horn _____ (Other - Specify)	Play Cricket? Batsman/Bowler/Wkeeper/Allrounder
Date of Issue _____	T-Shirt Size: XL/L/M/S	*Note 1. Please Indicate if child below 12 years <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Expiry _____		

On behalf of the above person/s, I/we have read and accept the booking conditions and agree to comply with the same

Signature:
Date:
(Date/Month/Year)

Address: _____

Phone: _____ Email: _____

The Desimators Tour Order Form

Yes, I would like to buy a package tour as I have indicated in the booking form above

Name : _____
(as on credit card)

Card No: _____

Expiry Date: _____ CVV No: _____ (The 3 digit number appearing after your card number, on The signature panel behind your card)

Date of Birth: _____

for an amount of Rs. _____
Signature: _____

Optional Tours As per itinerary

Please tick box for booking

1. Penguin Express Tour, Rs. 3,000 ☐
2. Dinner with Mark & Steve Waugh, Rs. 5,500 ☐

Tour Participants' attention is drawn to the Booking Conditions stated on the reverse of this booking form. The said booking conditions incorporate the Contract entered into by the Company with the Tour Participant(s). We, the tour participants, hereby authorise you to pay on our behalf to Airlines for our air tickets (wherever applicable), Land operators abroad for our hotel accommodation, ground arrangements and other services and costs to other local service providers, out of the Tour Price paid to you. The balance amount would be your retention.

On behalf of the above person/s I have read and accept the Booking Conditions

Signature: _____

Date: _____
(Date/Month/Year)

XSports Bangalore "Booking conditions"

XSports Bangalore is promoting the tour of The Desimators.

Scope of activity:

We are the tour organisers only. We do not control or operate any airline, neither do we own or control any shipping company, coach or coach company, hotel, transport, cricket match ticket agents/resellers/principals or any other facility or service mentioned in this brochure. We take care in selecting all the ingredients in your holiday; but because we only select and inspect them and have no control in running them, we cannot be responsible for any delay, improper services provided by any agency, airlines, transport, hotel, any provider of services, for any injury, death, loss or damage which is caused by the act or default of the management or employees of any hotelier, airlines, shipping company coach owner/coach operator or others who are the Company's independent contractor arising outside our normal selection and inspection process.

We are also not responsible for the delay or deficiency in services provided by any agency, airlines, transport, hotel, any provider of services, or/and any act or actions of co-traveller, co-passenger which may result in availing the following and/or other services on the tour.

Definition:

- a) Tour Participant means the Person/Persons in whose name and/or whose behalf the Booking is made and/or whose name is on the Booking form, Provisional /Confirmation Tour Note (CTN).
 - b) Company means XSports Bangalore.
 - c) Independent contractors means "any hotelier / hotel owner, owner of any airlines or shipping company or railway, match ticket agent/resellers/principal, Ferry boat owner/Operator, Cruise, Coach Owner/Operator or any other Person or Organization who have been selected by the Company to render services to the client".
1. There is no contract between the Company and the client until the Company has received the appropriate tour fees.
 2. The Company has the right at any time and for any reason:
 - a) To terminate Contract prior to the Commencement of Tour without assigning any reason whatsoever. In the event, the Company terminates the Contract, the Company may refund the tour fees to the client without payment of any interest.
 - b) To amend, alter, vary or withdraw any tour, holiday, rates, excursion or facility it has advertised or published or to substitute an Independent Contractor of similar class if it is deemed advisable or necessary. In either case, the Company shall not be liable for any damage, additional expense or consequential loss suffered by the clients or for any compensation claim.
 - 2A It is the responsibility of the Tour Participant to hold valid transfer documents such as passport and visas and to furnish all documents required by the company for application of the same. In the event the application for visa made by any Tour Participant or by the company on behalf of the Tour Participant is rejected by the concerned Embassy or Authorities due to inadequate documents furnished by the applicant or due to any other reason whatsoever, the company shall not be liable or responsible for the same. All cost, charges in respect of the said application for the visa shall be borne by the Tour Participant.
 - 2B It shall be the duty of the Tour participant to inform the company, in case the Tour participant has any medical condition that may affect his ability to enjoy and pursue fully the Tour arrangements. The company reserves the right, where appropriate to ask the Tour participant to provide written certification of his medical fitness before his/her departure. It is advisable that the Tour participants acquire adequate insurance cover to secure their life and acquire the same at their cost. If a passenger is asked to leave while the tour is in progress, that person will be responsible for charges incurred on account of such departure from the tour and/or their return to their origination destination or India as the case may be. In such a case, XSports Bangalore will refund any monies that can be recovered for the unused portion of the tour, taking into account additional charges incurred by XSports Bangalore. Other than to refund such sum, XSports Bangalore will accept no further liability or obligation toward that person or third party
 - 2C The Company shall be within its rights to forfeit the tour fees paid by the tour participant to the company along with the prescribed booking form duly completed with the request for confirming the seat (s) for the tour booked by the tour participants, in the event the tour participant cancels the booking or unable to travel on the tour booked by the tour participant due to any reason whatsoever, including medical ground or sickness, the tour fees shall stand forfeited; and the scale of cancellation set out in the "How To Book" section of the brochure shall be applicable and binding. In the event of a refund made for visa/s not being granted, XSports Bangalore will levy a service charge of Rs 1000 per visa over and above charges in respect of the said application for the visa which shall be borne by the Tour Participant
 3. No person other than the Company, in writing, has the authority to vary, add, amplify or waive any stipulation, representation, term or condition set forth in this brochure.
 4. In the event of the Company exercising its rights to amend or alter any tour or holiday advertised in their brochure after such tour or holiday has been booked, the client shall have the right:
 - a) To continue with the tour or holiday as amended or altered;
 - b) To accept any alternative tour or holiday which the Company may offer. In either of these above cases the client shall not be entitled to or the Company shall not be liable to the client for any damage, additional expense, consequential loss suffered by him or to pay any amount as refund.
 - c) In the event that the company is unable to conduct a particular tour, the

company shall at its own discretion refund the amount of the cost of the said tour to the Tour Participant without any interest on the same. The Tour Participant will not be entitled to make any grievance thereafter in respect of the same.

5. The Company shall, in no circumstances whatsoever be liable to the client or any person travelling with him/her for:
 - a) Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and/or damage or any kind of theft howsoever caused;
 - b) Any act, omission, default of any Independent Contractor or other person or by any servant or agent employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facility or service for the client or for any person travelling with him howsoever caused.
 - c) The temporary or permanent loss of or damage to baggage or personal effects howsoever caused. In this condition the expression "howsoever caused" includes willful negligence on the part of any person.
 - d) If in the event that the Tour Participant is booked on a particular airline and due to certain reasons the said flight is over booked and the Tour Participant is not allowed to board the flight, the Tour Participant shall not hold the company responsible for the same and no claim whatsoever can be made by the Tour Participant against the company.
 - e) The company shall not be responsible and / or liable for any damages caused to the Tour Participant due to reasons beyond the control of the company (Force Majeure / Vis Majeure).
6. No liability on the part of the Company arising in any way out of this contract in respect of any tour, holiday, excursion facility shall exceed the total amount paid or agreed to be paid for the tour holiday, and shall in no case include any consequential loss or additional expense whatsoever.
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 - a) If the Tour Participant has any complaint in respect of services provided by any of the Independent Contractors, the Tour Participants shall immediately notify the same in writing to the Independent Contractor and a copy thereof should be handed over to the Tour Manager of the Company in order to enable the Company to take up the matter with the Independent Contractor.
 - b) Any claim or complaint by the client must be notified to the Company in writing within Twenty Eight days of the end of this XSports Bangalore Tour. No claim notified to the Company outside this period will be entertained and the Company shall incur no liability whatsoever in respect thereof.
8. It is hereby declared that the immunities provided under this contract shall be available to the Company's Managers, including Tour Managers, Employees, Servants and Agents but not to the Independent Contractors selected by the Company.
9. Each of these conditions shall be severable from the other and if any provision be invalid, illegal or unenforceable the remaining provisions shall nevertheless have full force and effect.
10. It is a condition of Booking that you take out a Holiday Insurance.
11. The prices quoted in this brochure have been calculated at the rate prevailing at the time of printing of this brochure. The Company reserves the right to amend the prices published in this brochure in case of currency fluctuations, changes in the various cross rates of exchange, and/or fuel costs, before the date of departure and to surcharge accordingly. All such increases in price must be paid for in full before the departure by the client.
12. The prices quoted in this brochure for the tour and the optional packages are valid only if a certain minimum number of tour participants make a booking. Prices are subject to change by airline companies, shipping companies, coach companies, hotels, transport, match ticket agents/resellers/principals or any other facility or service operators & providers if a certain minimum tour size in terms of participants is not achieved.
13. Xsports Bangalore reserves the right to levy a surcharge on customers paying through credit card.
14. Cricket match tickets are subject to terms & conditions of Cricket Australia.
15. For all claims, disputes of whatsoever nature relating to the tours marketed/co-ordinated by XSports Bangalore, the courts in Bangalore shall alone have jurisdiction.
16. If no suit/action is brought against the Company within three months of the termination of the Tour, the Company shall be discharged from all liabilities under/or arising out of this Contract and the Tour Participant shall be deemed to have forfeited/abandoned all his rights under or arising from this Contract.
17. All Tours are subject to laws, rules of RBI/GOI