

TERMS AND CONDITIONS

These terms and conditions outline the rights and obligations governing your contract with JrnyOn Private Limited, whose registered address is Flat 68, 16 Sutton Plaza, Sutton, United Kingdom SM1FW, hereinafter referred to as “we,” “us,” or “our.”

1. Booking Conditions:

- Your holiday booking, when made through the JrnyOn website, is subject to our website terms of use, privacy policy, and any other relevant information found on our website. These collectively constitute the basis of your contract with JrnyOn.

2. Participants:

- The terms "you" and "your" encompass the primary individual named on the booking as well as all others for whom the booking is made, added, or transferred.

3. Booking Agreement:

- By making a booking, you acknowledge and agree to:

- Have thoroughly read the booking conditions and all pertinent information on the website.

- Consent to the use of personal data in accordance with our privacy policy. Additionally, you are authorized on behalf of all individuals named on the booking to disclose their personal details to us, including, where applicable, special categories of data such as dietary requirements, disabilities, or other health conditions.

- Accept financial responsibility for payment on behalf of all persons included in the booking.

- Inform us of any pre-existing medical conditions or disabilities before making your booking.

- Be over 18 years of age at the time of making the booking.

- Acknowledge and accept the inherent risks involved in travel.

Please read these terms carefully, as they form the contractual agreement between you and JrnyOn Private Limited. If you have any questions or concerns, do not hesitate to contact us.

TOUR PRICE

The prices displayed on the website are the most up-to-date. Tour prices are continuously calculated and updated using exchange rates related to GBP, USD, EUR, INR. In the event of any pricing errors caused by currency fluctuations, we retain the right to adjust the price of confirmed bookings.

Furthermore, we reserve the right to increase the prices of confirmed bookings to accommodate rises in carriage costs, tax levels, or any other changes in costs resulting from conditions beyond our control.

Occasionally, we may introduce promotions or discounts on tour packages either internally or externally through advertisements. Some clients in the groups might receive additional benefits as part of these promotions/discounts. However, clients not entitled to such privileges due to lack of eligibility under the promotion or discount are not eligible to make claims for these benefits.

TO CONFIRM YOUR BOOKING

To confirm your booking, a deposit must be paid to JrnyOn. The specific deposit amount, unique to each tour, will be outlined at the time of booking, typically requiring a 20% deposit. The remaining balance is due 90 days before the commencement of the tour.

For reservations made within 90 days of the tour, full payment (100%) is required to secure your booking.

Please note that payment terms for customized tours or during holiday periods may vary, and these will be communicated to you at the time of your booking.

CANCELLATION POLICY

All cancellations must be communicated in writing, and the cancellation will be deemed effective on the date we receive the written notification. All emails to be send to journey@jrnyon.com

JrnyOn incurs costs associated with cancellations, and the charges are to be borne by you. The cancellation charges are calculated as a percentage of the total tour price per person, excluding any amendment charges and insurance premiums. While the listed charges are applicable to most tours, certain suppliers may impose higher or different charges, which will be communicated at the time of booking.

- 90 or more days before the tour start date: Retention of deposit
- 45-89 days before the tour start date: 50% of the balance of the tour or retention of deposit if higher
- 30-45 days before the tour start date: 75% of the tour cost
- 29-0 days before the tour start date: 100% of the tour cost

Cancellation by You due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without incurring a cancellation charge in the event of "unavoidable and extraordinary circumstances" significantly affecting the performance of the holiday or transport arrangements. In such cases, a full refund will be provided, but no additional compensation will be paid. This right applies if the Foreign and Commonwealth Office advises against travel to your destination due to these circumstances.

For the purposes of this clause, "unavoidable and extraordinary circumstances" include warfare, acts of terrorism, significant risks to human health, or natural disasters that make travel to the destination unsafe.

BOOKING CHANGES OR TRANSFERS

All cancellations must be conveyed in writing by the primary individual named on the booking. Please address all emails to journey@jrnyon.com.

In the event that a change or transfer is requested well in advance, and we can facilitate the adjustment, a change fee of £50 per person will be applied, along with any additional costs incurred.

Should we be unable to accommodate your request and choose not to proceed with the original booking, we will consider this a cancellation by you, and cancellation fees will be applicable as outlined in our cancellation policy.

IF JRNYON CHANGES OR CANCELS YOUR TOUR

On rare occasions, unforeseen circumstances may compel us to modify or cancel your confirmed booking. We reserve the right to do so at any time. While we will endeavor to keep you informed of changes, we cannot guarantee absolute liability.

Should we need to cancel your tour for any reason, we will proactively reach out, providing you with the following options:

1. Alternate Arrangements: We will propose suitable alternative plans.
2. Full Refund: If an acceptable alternative cannot be arranged, or if you decline the proposed changes, you have the option of receiving a full refund.

Upon notifying you of changes via email or phone, a specified date for your confirmation or rejection of the alternate arrangements will be provided. Failure to respond will be interpreted as acceptance of the proposed changes.

OUR RESPONSIBILITY FOR YOUR TOUR:

Please be advised that bookings are accepted with the understanding that clients appreciate and accept the possible risks inherent in adventure travel. Clients undertake the tours, treks, or expeditions featured in our program at their own volition.

Notwithstanding the above, we accept responsibility for the arrangements we agree to provide or arrange for you as an "organizer" under the Package Travel and Linked Travel Arrangements Regulations 2018. We are responsible for the proper provision of all travel services included in your package, as outlined in your confirmation invoice.

In case of negligent performance or arrangement of services by us or our suppliers, resulting in a complaint not resolved within a reasonable period and affecting the enjoyment of your holiday, you may be entitled to an appropriate price reduction or compensation, or both. To make a claim, you must inform us without undue delay.

We will not be responsible or pay compensation for any injury, illness, death, loss, damage, expense, cost, or other claim if it results from:

****a)**** Acts and/or omissions of the person affected.

****b)**** Acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary.

****c)**** Force Majeure

We limit the amount of compensation if found liable under this clause:

****a)**** Loss of and/or damage to any luggage or personal possessions and money: the maximum amount is equivalent to the excess on your insurance policy for this type of loss per person in total.

****b)**** Claims not falling under (a) and not involving injury, illness, or death: the maximum amount is up to three times the total price paid by or on behalf of the person(s) affected.

****c)**** Claims in respect of international travel by air, sea, and rail, or any stay in a hotel:

- ****i)**** The extent of our liability will be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air), The Athens Convention (with respect to sea travel), The Berne/Cotif Convention (with respect to rail travel), and The Paris Convention (with respect to hotel arrangements). You can request copies of these Conventions from our offices.

- ****ii)**** In circumstances where a carrier is liable under the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you is limited to the remedies provided under the Regulation.

- **(iii)** When making any payment, we are entitled to deduct any money received or entitled to be received from the transport provider or hotelier for the complaint or claim in question.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly following the complaints procedure in these conditions.

Where any payment is made, the recipient must assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all reasonable assistance.

We cannot accept liability for any damage, loss, expense, or other sum(s) of any description:

(a) which, based on the information given to us concerning your booking prior to acceptance, we could not have foreseen if we breached our contract with you.

(b) related to any business.

We will not accept responsibility for services or facilities not forming part of our agreement or not advertised in our brochure. For example, any excursion booked while away or any service or facility your hotel or any other supplier agrees to provide for you.

In cases where it is impossible for you to return to your departure point as per the agreed return date due to "unavoidable and extraordinary circumstances," we shall provide necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women, or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. "Unavoidable and extraordinary circumstances" for this clause mean warfare, acts of terrorism, significant risks to human health, such as the outbreak of serious disease at the travel destination, or natural disasters making it impossible to travel safely back to your departure point.

YOUR RESPONSIBILITY FOR YOUR TOUR

It is imperative that you furnish us with all requested information to ensure the timely completion of your tour. You will be prompted to upload these details or documents via our website or mobile app.

You commit to accepting decisions made by our employees, local guides, or other agents acting on behalf of JrnyOn while on tour. Failure to agree, especially if it hampers the progress of the tour or inconveniences the rest of the group, may result in your exclusion from all or part of the tour without refund and without any compensation. We reserve the right to take the same action if it is discovered that you have committed a criminal act. Once excluded, JrnyOn will bear no further responsibility toward you and will not cover any expenses or costs incurred as a result of the exclusion, nor will there be a refund for any unused services.

Any client engaging in offensive/abusive/racist or any other discriminatory or threatening behavior towards any other clients, any third party, or staff will be excluded from the tour and shall receive no refund.

INSOLVENCY PROTECTION

Non-Flight Packages

JrnyOn Travel Ltd is unwavering in its commitment to customer satisfaction and consumer financial protection. We are pleased to announce that, at no extra cost to you and in strict accordance with 'The Package Travel and Linked Travel Arrangements Regulations 2018,' all passengers booking with JrnyOn Travel Ltd are fully protected for the initial deposit and subsequently the balance of monies paid, as detailed in your booking confirmation form. Your money will be held in Trust through Protected Travel Services, and it will remain in trust except to pay the necessary elements of your holiday to suppliers. This setup ensures the protection of your money, and it aligns JrnyOn.com with The Package and Linked Travel Arrangements Regulations 2018.

Policy Exclusions:

This policy will not cover any monies paid for Travel Insurance. If you book arrangements other than a package holiday from us, your monies will not be financially protected. Please ask us for further details.

OUR CONTRACT

Both parties mutually consent that English law, and no other, will govern our contract and any arising disputes, claims, or other matters of any description. We further agree that all claims, disputes, or matters (including those related to personal injury) between us will be exclusively handled by the courts of England and Wales.