

DHAM TRAVELS

Terms & Conditions

TERMS & CONDITIONS

Last Updated: [DATE]

Welcome to Dham Travels.

These Terms and Conditions ("Terms") govern all taxi, cab, pilgrimage tour transportation, outstation transportation, booking, coordination and related services booked through or arranged by Dham Travels ("Dham Travels", "we", "us" or "our").

By requesting a quotation, making a booking, paying an advance, accepting a vehicle, commencing a journey or otherwise using our services, the customer/passenger ("Customer", "Passenger", "you" or "your") confirms that they have read, understood and accepted these Terms.

1. NATURE OF SERVICES

Dham Travels facilitates and/or provides chauffeur-driven taxi and road transportation services, including:

Pilgrimage taxi services

Outstation taxi services

One-way taxi services

Round-trip taxi services

Multi-day taxi services

Multi-destination pilgrimage tours

Airport pickup/drop services

Customised road journeys

Services are primarily offered from Delhi, Gurugram and surrounding areas to destinations including Uttar Pradesh, Uttarakhand, Himachal Pradesh, Rajasthan, Haryana and Punjab and other destinations agreed at the time of booking.

Depending upon availability and the nature of a booking, a vehicle may be owned, operated or supplied by Dham Travels or by an independent vehicle owner, fleet operator, contractor, driver or other transportation service provider.

2. ACCEPTANCE OF TERMS

A booking shall constitute acceptance of these Terms.

The person making the booking confirms that he/she has authority to accept these Terms on behalf of all passengers travelling under that booking.

It is the responsibility of the person making the booking to communicate relevant booking conditions to all accompanying passengers.

3. QUOTATIONS

All quotations are based upon information supplied by the Customer at the time the quotation is requested.

A quotation may take into account:

Pickup location

Destination
Travel dates
Number of days
Estimated kilometres
Vehicle category
Number of passengers
Proposed itinerary
Driver allowance
State taxes
Toll charges
Parking charges
Hill charges
Permit charges
Other applicable expenses

Only those items expressly stated as included in a quotation shall be treated as included.

Any expense not specifically stated as included shall be payable separately by the Customer.

4. FARES AND ADDITIONAL CHARGES

The Customer shall pay the fare agreed at the time of booking together with any additional charges arising from changes in itinerary or circumstances during the journey.

Additional charges may include, where applicable:

Toll charges
Parking charges
State taxes
Interstate permit charges
Entry charges
Hill charges
Driver allowance
Night allowance
Additional kilometres
Additional days
Waiting charges
Airport parking
Border taxes
Local union charges
Ferry charges
Additional pickup/drop locations

The applicable inclusions and exclusions should be checked in the quotation before confirming the booking.

5. CHANGES TO ITINERARY

The fare quoted is based on the itinerary supplied at the time of booking.

Any change requested by the Customer, including additional sightseeing, additional destinations, route changes, additional pickup/drop locations, additional kilometres or extension of the journey, may result in additional charges.

The driver is not obligated to undertake a route that is illegal, unsafe, inaccessible, prohibited by authorities or unsuitable for the vehicle.

6. VEHICLE CATEGORY

Dham Travels will endeavour to provide the vehicle category booked by the Customer.

Examples may include Sedan, SUV, Premium SUV or Tempo Traveller.

References to particular vehicle models such as Dzire, Aura, Ertiga, Carens, Innova or Innova Crysta are illustrative unless a particular model has been expressly guaranteed in writing.

An equivalent or higher-category vehicle may be substituted because of availability, mechanical problems, operational requirements or other circumstances.

7. DRIVER AND VEHICLE ASSIGNMENT

Driver and vehicle details may be communicated before commencement of the journey.

Dham Travels reserves the right to replace a driver or vehicle where reasonably necessary because of:

Vehicle breakdown

Driver illness

Accident

Operational requirements

Government restrictions

Road conditions

Weather

Vehicle availability

Safety considerations

Other unforeseen circumstances

Where reasonably practicable, an alternative arrangement will be attempted.

8. PILGRIMAGE JOURNEYS

Customers acknowledge that pilgrimage journeys may involve circumstances beyond the control of Dham Travels.

These may include:

Mountainous terrain

Narrow roads

Landslides

Falling rocks

Floods

Heavy rainfall

Snowfall

Fog

Road closures

Traffic restrictions

Religious processions

Crowd-control restrictions

Temple opening/closing times

Local administration restrictions

Police restrictions

Natural disasters

Government orders

Weather-related closures

Local union restrictions

Trekking requirements

Dham Travels provides transportation services only and does not guarantee entry, darshan, priority access, temple opening, accommodation, helicopter services, ropeway services, trekking access or completion of any pilgrimage.

9. CHAR DHAM, KEDARNATH AND MOUNTAIN TRAVEL

Passengers undertaking journeys to Kedarnath, Badrinath, Gangotri, Yamunotri, Hemkund Sahib or other mountainous destinations acknowledge the inherent risks associated with mountain travel.

The availability and operation of roads, bridges, trekking routes, helicopter services, local taxis, ponies, palkis, ropeways and other services are controlled by independent operators and/or government authorities.

Dham Travels shall not be responsible for their cancellation, closure, delay, suspension or unavailability.

Passengers are responsible for determining whether they are physically capable of undertaking their intended pilgrimage.

10. TRAVEL TIMES ARE ESTIMATES

All distances and travel times provided by Dham Travels are approximate.

Arrival times cannot be guaranteed.

Journey duration may be affected by traffic, weather, road conditions, accidents, diversions, protests, processions, road closures, police checking, construction, vehicle breakdown, natural disasters and other circumstances.

Customers should maintain sufficient time margins when connecting to:

Flights

Trains

Buses

Hotels

Temple bookings

Helicopter bookings

Events

Appointments

Meetings

Other transportation

11. MISSED FLIGHTS, TRAINS OR BOOKINGS

To the maximum extent permitted by applicable law, Dham Travels shall not be responsible for losses arising from a Customer missing a flight, train, bus, helicopter, hotel reservation, temple booking, event, appointment or other onward arrangement due to traffic, road conditions, vehicle breakdown, weather, accidents, government restrictions, force majeure or other circumstances beyond our reasonable control.

Passengers are advised to maintain an adequate safety margin when planning onward connections.

12. ROAD ACCIDENTS AND PERSONAL INJURY

Road transportation inherently involves risks including traffic accidents, collisions, road hazards, weather conditions and actions of other road users.

Dham Travels will endeavour to arrange vehicles and drivers in accordance with applicable requirements.

However, to the maximum extent permitted by applicable law, Dham Travels shall not be liable for death, bodily injury, disability, medical expenses, trauma, inconvenience, loss or damage arising from a road accident or other incident where such liability legally rests with the driver, vehicle owner, insurer, another vehicle, third party or other person.

Nothing in these Terms excludes or restricts any liability that cannot lawfully be excluded or restricted under applicable Indian law.

Where applicable, claims relating to a motor vehicle accident may be subject to the relevant motor vehicle insurance policy and remedies available under applicable law.

13. PASSENGER TRAVEL INSURANCE

Passengers are encouraged to obtain appropriate personal travel, accident and medical insurance, particularly for:

Long-distance journeys

Mountain journeys

Char Dham Yatra

Senior citizens

Pilgrimage tours

Multi-day journeys

Unless expressly stated in writing, Dham Travels does not represent that the fare includes separate personal travel insurance purchased specifically for the Passenger.

14. PASSENGER LUGGAGE AND PERSONAL BELONGINGS

Passengers are solely responsible for the custody and security of their luggage, cash, jewellery, mobile phones, cameras, laptops, documents, medicines and other personal belongings.

Passengers should inspect the vehicle before leaving it.

Dham Travels strongly recommends that valuable items should never be left unattended inside a vehicle.

To the maximum extent permitted by applicable law, Dham Travels shall not be liable for any item that is:

Lost

Forgotten

Misplaced

Stolen

Damaged

Destroyed

during or after a journey.

This applies to items kept inside the passenger cabin, boot, luggage carrier or any other part of the vehicle.

15. THEFT

Dham Travels does not accept custody of Passenger belongings merely because such belongings are placed inside a vehicle.

Passengers remain responsible for safeguarding their property at all times.

To the maximum extent permitted by law, Dham Travels shall not be responsible for theft of luggage, cash, jewellery, electronic devices, documents or other personal property from the vehicle, hotel, parking area, pilgrimage destination or any other location.

If theft is suspected, the Passenger should immediately contact the local police and file an appropriate complaint/FIR.

Dham Travels may provide reasonably available driver or vehicle information to lawful authorities where legally required.

16. LOST PROPERTY

If a Passenger believes that an item has been left inside a vehicle, Dham Travels should be informed as soon as reasonably possible.

Dham Travels may make reasonable efforts to contact the driver or vehicle operator.

However, recovery cannot be guaranteed.

Any expense associated with collecting, couriering or returning recovered property shall ordinarily be borne by the Customer.

17. CASH AND VALUABLES

Passengers are strongly advised not to carry unnecessary amounts of cash or expensive jewellery during pilgrimage journeys.

Cash, jewellery, precious metals, cameras, mobile phones, laptops and valuable documents must remain under the Passenger's personal supervision.

The driver shall not be treated as a custodian of such property.

18. BREAKDOWN

Vehicles are mechanical devices and may occasionally suffer unforeseen mechanical or electrical failures.

If a vehicle becomes unusable during a journey, reasonable efforts may be made to:

Repair the vehicle; or

Arrange an alternative vehicle.

The replacement vehicle may be a different model or category depending upon local availability.

Dham Travels does not guarantee a specific replacement time, particularly in remote, mountainous or rural locations.

19. WEATHER AND NATURAL EVENTS

Dham Travels shall not be responsible for delay, cancellation, route changes or inability to complete a journey arising from circumstances such as:

Flood

Landslide

Cloudburst

Earthquake

Avalanche

Snowfall

Heavy rain

Storm

Extreme heat

Dense fog

Forest fire

Falling rocks

Road collapse

Natural disaster

Safety shall take priority over completing an itinerary.

20. FORCE MAJEURE

Dham Travels shall not be liable for failure, delay, cancellation or interruption of services resulting from circumstances beyond its reasonable control.

Such circumstances may include:

Acts of God

Natural disasters

War

Terrorism

Civil disturbance

Riots

Protests

Strikes

Roadblocks

Curfew

Epidemics

Pandemics

Government restrictions

Court orders

Police restrictions

Border closures

Road closures

Religious gatherings

Political rallies

Fuel shortages

Internet/telecommunication failures

Extreme weather

Where possible, Dham Travels may assist with alternative arrangements, but additional costs may be payable by the Customer.

21. THIRD-PARTY SERVICES

Dham Travels may assist Customers with information relating to hotels, restaurants, guides, helicopter services, ropeways, local taxis, pony/palki operators or other services.

Unless expressly stated otherwise, these services are provided by independent third parties.

Dham Travels shall not be responsible for the acts, omissions, quality, safety, cancellation, delay, negligence or misconduct of independent third-party service providers to the extent permitted by applicable law.

22. TEMPLES AND RELIGIOUS DESTINATIONS

Dham Travels has no control over the operation of temples, gurudwaras, mosques, dargahs, churches, monasteries, shrines or other religious institutions.

Dham Travels therefore does not guarantee:

Darshan

Entry

VIP entry

Priority entry

Prasad

Temple opening times

Availability of priests

Religious ceremonies

Parking near the shrine

Queue duration

Crowd levels

Passengers must comply with the rules of each religious institution.

23. LOCAL TRANSPORT RESTRICTIONS

Certain destinations prohibit outside commercial vehicles from providing local sightseeing or travelling beyond designated points.

Customers may therefore be required to hire a local taxi, shuttle, bus, pony, palki or other transportation separately.

Unless expressly included in the quotation, such charges shall be payable by the Customer.

24. CUSTOMER RESPONSIBILITIES

Passengers must:

Behave lawfully and responsibly

Follow reasonable safety instructions

Wear seat belts wherever available and legally required

Not distract the driver

Not compel the driver to drive dangerously

Not request illegal parking or routes

Not exceed legal passenger capacity

Not carry prohibited goods

Not damage the vehicle

The Customer shall be responsible for damage caused to the vehicle by the deliberate or negligent acts of the Customer or accompanying passengers, subject to applicable law.

25. DRIVER REST AND SAFE DRIVING

Passenger safety takes priority over itinerary speed.

Customers shall not compel a driver to:

Exceed legal speed limits

Drive continuously without reasonable rest

Violate traffic regulations

Drive on a road the driver reasonably considers unsafe

Drive during prohibited hours

Carry passengers exceeding legal capacity

A driver's reasonable decision taken for road safety shall not constitute deficiency of service merely because it causes delay.

26. ALCOHOL, DRUGS AND ILLEGAL ACTIVITIES

Passengers shall not use the vehicle for any unlawful purpose.

The transportation of illegal drugs, weapons, contraband, stolen property or other prohibited material is strictly prohibited.

Dham Travels and/or the driver may terminate a journey if continuation would violate law or create a material safety risk.

No refund shall be due for the unused journey where termination results from serious unlawful or dangerous conduct by the Customer, subject to applicable law.

27. PASSENGER HEALTH

Passengers are responsible for assessing their own fitness to travel.

This is particularly important for journeys involving:

High altitude

Mountain roads

Long travelling hours

Trekking

Extreme weather

Dham Travels does not provide medical advice.

Passengers with medical concerns should seek advice from an appropriate medical professional before undertaking such travel.

28. CHILDREN AND SENIOR CITIZENS

Children must remain under the supervision of their parent or responsible accompanying adult.

Senior citizens travelling with Dham Travels should inform us of relevant mobility assistance requirements when requesting the booking so that appropriate travel arrangements can be considered.

Dham Travels does not provide medical attendants or professional caregivers unless separately agreed in writing.

29. CANCELLATION AND REFUND

Cancellation charges shall depend upon the booking, vehicle and cancellation time.

The cancellation/refund policy communicated with the quotation or booking confirmation shall form part of these Terms.

Certain advance payments may be non-refundable where Dham Travels has already incurred costs or committed a vehicle, subject to applicable law.

No refund shall ordinarily be payable merely because a Customer voluntarily shortens or abandons a journey after it has commenced, subject to the circumstances and applicable law.

30. PHOTOGRAPHS AND WEBSITE INFORMATION

Photographs displayed on our website or promotional material are illustrative.

Actual vehicle colour, model, interior or configuration may differ.

Destination photographs do not represent guaranteed weather, accessibility or travel conditions.

31. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Dham Travels shall not be liable for indirect, incidental, special, exemplary or consequential losses arising from the use of its services.

This may include loss arising from:

Delayed arrival

Missed flights or trains

Missed hotel bookings

Missed temple bookings

Business loss

Loss of opportunity

Loss of enjoyment

Consequential expenses

Loss or theft of personal property

Where Dham Travels is legally found liable for a claim and applicable law permits contractual limitation of that liability, the aggregate contractual liability of Dham Travels arising directly from the relevant booking shall not exceed the amount actually paid to Dham Travels for that booking, excluding sums merely collected for third parties, unless a

different liability is mandatorily imposed by applicable law.

Nothing in these Terms is intended to exclude liability that cannot legally be excluded.

32. INDEMNITY

To the extent permitted by law, the Customer agrees to indemnify Dham Travels, its proprietors, directors, employees, representatives and authorised service providers against claims, losses, penalties or reasonable expenses arising from:

The Customer's breach of these Terms;

Unlawful conduct by the Customer;

Damage deliberately or negligently caused by the Customer;

Carrying prohibited goods;

Providing materially false booking information; or

Violation of third-party rights by the Customer.

This clause shall not require a Customer to indemnify Dham Travels for liabilities that applicable law places upon Dham Travels and does not permit to be contractually transferred.

33. COMPLAINTS

Any complaint relating to a journey should be communicated to Dham Travels as soon as reasonably practicable.

For incidents involving theft, assault, accident or other potentially criminal matters, Customers should also contact the appropriate police or emergency authority without delay.

Providing booking details, photographs, receipts and other relevant evidence may assist in investigating a complaint.

34. CUSTOMER INFORMATION

Customers must provide accurate:

Name

Contact number

Pickup location

Destination

Travel date

Passenger count

Other information reasonably required for the booking

Customers are responsible for ensuring the information provided is correct.

35. WEBSITE AVAILABILITY

Dham Travels does not guarantee that its website, telephone, WhatsApp or other communication systems will always remain uninterrupted or error-free.

Temporary technical failure shall not automatically create liability for consequential losses.

36. MODIFICATION OF TERMS

Dham Travels may revise these Terms from time to time.

The Terms applicable to a confirmed booking will ordinarily be those communicated or available when the booking was made, except where a change is required by law.

37. SEVERABILITY

If any provision of these Terms is found invalid, unlawful or unenforceable by a competent authority, that provision shall be interpreted or severed to the minimum extent necessary.

The remaining provisions shall continue in effect.

38. NO WAIVER

Failure by Dham Travels to enforce any provision of these Terms on one occasion shall not constitute a permanent waiver of that provision.

39. GOVERNING LAW

These Terms shall be governed by and interpreted in accordance with the laws of India.

Nothing in these Terms limits any statutory right or remedy that cannot lawfully be waived.

40. DISPUTE RESOLUTION AND JURISDICTION

The parties should first attempt to resolve any dispute amicably by contacting Dham Travels.

Subject to applicable consumer-protection law and other mandatory jurisdictional provisions, disputes arising from these Terms or the services of Dham Travels shall be subject to the jurisdiction of the competent courts at Gurugram, Haryana, provided Dham Travels' principal place of business is situated there.

Nothing in this provision shall deprive a consumer of a forum or remedy that applicable law mandatorily makes available.

41. IMPORTANT PASSENGER ACKNOWLEDGEMENT

By confirming a booking with Dham Travels, the Customer acknowledges that:

Road travel involves inherent risks.

Travel times and arrival times cannot be guaranteed.

Passengers remain responsible for their personal belongings and valuables.

Dham Travels does not guarantee darshan, temple entry, weather, road availability or third-party services.

Delays and itinerary changes may occur because of circumstances beyond reasonable control.

Liability is excluded or limited only to the extent permitted by applicable law.

Nothing in these Terms excludes any statutory liability or consumer right that cannot legally be excluded.

42. CONTACT DHAM TRAVELS

For bookings, cancellations, complaints or questions regarding these Terms:

Dham Travels

Phone / WhatsApp: [PHONE NUMBER]

Email: [EMAIL ADDRESS]

Office: [OFFICE ADDRESS]

Website: [WEBSITE ADDRESS]

PLEASE READ BEFORE BOOKING

By paying an advance, confirming your booking or commencing your journey, you acknowledge that you have read and accepted these Terms & Conditions.

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