

Son Mountain Services Pvt. Ltd. – Terms and Conditions (T&Cs)

Son Mountain Services Private Limited, incorporated under the Ministry of Corporate Affairs (MCA) India, CIN: U63090JK2018PTC010643. We are in process for registration with the tourism department of Jammu & Kashmir under application number EA00000208.

Registered Address:

Son Mountain Services Pvt. Ltd.
1st Floor, Double Storey Building,
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In these T&Cs we use the abbreviation “ST” for Son Mountain Services Pvt. Ltd., and “client” for a person or entity, referring also to the person(s) participating in a trip. By “tour” or “trip” we mean the same: a period of time which is spend usually in a touristic or business manner under the booking of ST.

1. Booking

- 1.1. If not otherwise stated, any entity can book any service online or offline from ST.
- 1.2. A person must be minimum 18 years old at the time of booking.
- 1.3. In order to make any booking, a client agrees to all T&Cs of ST and in addition to all T&Cs of third party with whom ST is carrying out business.
- 1.4. Bookings can be carried out by the client using our official website (www.sontrips.com), email address, phone, SMS, postal address, visiting our travel agency office in person, or by contacting ST via its social media platforms; specific additional conditions mentioned at a booking apply.
- 1.5. The conclusion of the contract, respectively the booking of the client, takes only place upon receipt of a written notice (booking confirmation) to the client from an official communication source of ST. ST is not bound to accept the booking brought forward by the client in any form until a written notice has been received by the client from ST. Unless otherwise stated, the written notice will only be issued by ST to the client upon receipt of the payment mentioned in the booking. The written notice can be in digital (e.g. email) or non-digital form (e.g. paper print-out). The written notice is considered valid and legal without additional signature and stamp. The written notice is communicated only in English language. This would be also the legally relevant language.
- 1.6. A trip package must be booked minimum 7 days before the start of the trip if not otherwise stated.

- 1.7. Background of any booking is also the information provided directly where the booking is offered.
- 1.8. If a client is booking on behalf of other clients, who are part or not part of the booking, the client who's name and data is mentioned in the booking, takes full responsibility and liability for these other clients mentioned in the booking to abide to the T&Cs of ST and third party.
- 1.9. The client takes full responsibility and liability for any (also false/incomplete) information that has been communicated to ST, also whether done so intentionally or unintentionally.
- 1.10. The client agrees and gives permission to ST, respectively its representatives, to save all information communicated on respective devices in digital form and/or in print-out in ST's and/or third party offices/locations. ST can also not be made liable for clients' information saved by third party (e.g. whatsapp).
- 1.11. The client will inform ST immediately in written form if a booking confirmation (or for example a travel document) was not received. ST cannot be made liable if such a notification did not take place.

2. Payment

- 2.1. Payment can be carried out through cash (for walk-in customers only), credit card (for flight bookings only), bank transfer and PayPal (in our online shop).
- 2.2. In order for the client to receive a booking confirmation from ST, a full payment must take place beforehand.
- 2.3. Installments & Reservations
 - 2.3.1. If not otherwise referred to, in general, only trip packages can be reserved and paid through installments. That means, in order for the client to receive a booking confirmation from ST, a minimum installment of 30% of the total amount has to be paid (in order to reserve a trip package). The balance must be paid minimum 7 days before the actual start of the trip. Non-payment of this balance within this time frame leads to immediate cancellation of the booking. However, if not otherwise referred to, the trip package can be also paid at once and in full, also minimum 7 days before the actual start of the trip.

3. Cancellation & Refund

ST recommends a travel insurance before any start of a trip.

- 3.1. Initiated by the client before the start of the trip: Cancellation charges
 - 3.1.1. If a client wishes to cancel a trip after receiving a booking confirmation from ST, it can be done so by submitting a cancellation request to ST with a reason in written form, if not otherwise stated.
 - 3.1.2. Upon submission of a cancellation request, ST will initiate a refund process as follows within 14 days for:
 - 3.1.2.1. **Trip package cancellations**
 - If applicable: Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.

- If a client cancels a trip package after having done full payment, ST will refund the amount as follows:
 - 100% refund of the amount paid to ST until 90 days before the start of the trip
 - 80% (...) until 30 days (...)
 - 20% (...) until 14 days (...)
 - 10% (...) until 7 days (...), or in case of no-show.
- If a client cancels a trip package after having paid an installment (up to 30%), ST will refund the amount as follows:
 - 80% refund of the amount paid to ST until 90 days before the start of the trip
 - 50% (...) until 14 days (...)
 - 5% (...) until 7 days (...), or in case of no-show.
- If applicable: The client has to pay all additional costs, e.g. bank transfer charges.

3.1.2.2. **Flight cancellations or changes**

- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- ST charges a service fee in this regard of INR 250/- (Two Hundred Fifty Only) for a domestic ticket and INR 500/- (Five Hundred Only) for an international ticket per Passenger Name Record (PNR), independent whether one way or return flight, independent on how many passengers are mentioned under the same PNR.

3.1.2.3. **Train cancellations**

- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- ST charges a processing fee in this regard of INR 150/- (One Hundred Fifty Only) for a domestic ticket and INR 300/- (Three Hundred Only) for an international ticket, referring also to a ticket used domestically outside India per Passenger Name Record (PNR), independent whether one way or return, independent on how many passengers are mentioned under the same PNR.

3.1.2.4. **Taxi cancellations**

- A taxi here refers also to any other vehicle (e.g. Tempo Traveller), which is booked completely, i.e. not only single seats within a vehicle.
- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- ST charges a processing fee in this regard of INR 100/- (One Hundred Only) for a taxi booked domestically and INR 300/- (Three Hundred Only) for an taxi booked outside India, independent whether one way or return, independent on how many passengers would have travelled in the taxi.

3.1.2.5. **Bus cancellations**

- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- ST charges a processing fee in this regard of INR 100/- (One Hundred Only) for a domestic ticket and INR 300/- (Three Hundred Only) for an international ticket, referring also to a ticket used domestically outside India per Passenger Name Record (PNR), independent whether one way or return, independent on how many passengers are mentioned under the same PNR.

3.1.2.6. **Boat cancellations**

- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- Domestic lake boat ride: ST charges a processing fee in this regard of 10% of the original booking amount, independent whether one way or return, independent on how many passengers are mentioned under the same booking.
- Domestic ferries: ST charges a processing fee in this regard of INR 100/- (One Hundred Only) for a domestic ticket per Passenger Name Record (PNR), independent whether one way or return, independent on how many passengers are mentioned under the same PNR.

3.1.2.7. **Cancellations referring to self-driven vehicles (Motorcycles, Cars,...)**

- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- ST charges a processing fee in this regard of 5% of the original booking amount for domestic bookings and 10% of the original amount for international bookings, independent whether one way or return, independent on how many passengers are mentioned under the same booking.

3.1.2.8. **Cancellations referring to activities in general (park visits, museum visits, sport activities, ...)**

- Respective third party T&Cs apply, also in regard to the amount the client receives as a refund, and in regard to the time until the client actually receives the refund.
- ST charges a processing fee in this regard of 5% of the original booking amount for domestic bookings and 10% of the original amount for international bookings, independent whether one way or return, independent on how many passengers are mentioned under the same booking.

3.2. Initiated by the client after the start of the trip

- 3.2.1. If a client wishes to cancel a trip after the trip started already, no refunds to the client by ST will be paid. This applies also to individual activities or other contents the client may have booked in addition or which were included in a package for example.

- 3.3. Initiated by ST or third party before the start of the trip
 - 3.3.1. In general in the case of cancellation, ST (or third party) will inform the client in written form about the reason and about how to get refunded. Third party T&Cs always apply, too.
 - 3.3.2. ST reserves the right to cancel a trip for any reason (e.g. minimum attendance not reached, insolvency, third party price inflation, etc.). However, a justified reason must be provided to the client.
 - 3.3.3. In case the cancellation is initiated originally by ST and not by third party, ST will refund the full amount paid by the client, no additional cancellation fees would be charged by ST.
 - 3.3.4. In case the cancellation is initiated originally by third party (and ST, if applicable, will be informed by them), as mentioned beforehand, third party T&Cs apply. ST will then only refund the amount to the client received by third party. Additional cancellation fees may apply, respectively will get deducted from the amount to be refunded. ST itself will not charge additional cancellation fees.
 - 3.3.5. This applies also to individual activities or other contents the client may have booked in addition or which were included in a package for example.

- 3.4. Initiated by act of God before and after the start of the trip
 - 3.4.1. In exceptional circumstances, including incidents which are beyond our control (e.g. strikes, curfews, demonstrations, ...), ST reserves the right to also cancel a trip, eventually in order to protect the client. Such decisions may apply also to third party, respective third party T&Cs apply.
 - 3.4.2. In case such an incident would happen before the start a trip, ST will refund the full amount paid by the client, unless third party would decide differently. Additional third party cancellation fees may apply, respectively will get deducted from the amount to be refunded. ST itself will not charge additional cancellation fees.
 - 3.4.3. In case such an incident would happen after the start of a trip, ST will calculate an amount to be compensated to the client as a refund. Also here, third party T&Cs apply. Additional third party cancellation fees may apply, respectively will get deducted from the amount to be refunded. ST itself will not charge additional cancellation fees.
 - 3.4.4. This applies also to individual activities or other contents the client may have booked in addition or which were included in a package for example.

- 3.5. Initiated by ST or third party after the start of the trip
 - 3.5.1. In exceptional cases, ST reserves the right to cancel a trip anytime. This may be for example due to medical reasons, misbehavior, insolvency, etc. but not limited to.
 - 3.5.2. In case it is evident that the client caused the need to cancel a trip by ST, no refunds to the client by ST will be paid. Any additional costs (e.g. transportation of the client back home, etc.) are liable to the client.
 - 3.5.3. In case it is evident that ST or third party caused the need to cancel a trip by ST, ST will calculate an amount to be compensated to the client as a refund. Also here, third party T&Cs apply. Additional third party cancellation fees may

apply, respectively will get deducted from the amount to be refunded. ST itself will not charge additional cancellation fees.

3.5.4. This applies also to individual activities or other contents the client may have booked in addition or which were included in a package for example.

4. Travel and other documents/information & KYC

4.1. (Travel) documents to be accepted as photo identity proof and so called Know Your Customer (KYC) procedure by ST for bookings are as follows:

4.1.1. Domestic – within India

- Passport (minimum validity of 6 months before the start of the trip)
- Indian Aadhaar Card
- Indian Driver's License
- Indian Election Photo Identification Card (Voter ID)
- Indian Permanent Account Number (PAN) Card

4.1.2. International – outside India

- Passport (minimum validity of 6 months before the start of the trip)

4.2. The client will be fully responsible to make sure that all necessary (travel) documents are to be carried along during the entire trip.

4.3. ST and third party are also not responsible for proofs of identity of the client which may be invalid/expired.

4.4. It is the full responsibility of the client to make sure that documents are valid and domestically/internationally accepted before using them for any bookings with ST and its third party.

4.5. If applicable, the client is also fully responsible to make sure that the visa obtained for a trip is valid and appropriate for the intended purpose.

4.6. If applicable, the client is fully responsible to get informed about mandatory vaccinations, customs regulations, and exchange control regulations etc. Possible fines etc. due to noncompliance have to be borne by the client.

4.7. The client is fully responsible to be informed about any

5. Damages

ST recommends a health and baggage insurance before any start of a trip.

5.1. Bodily injury & Material damage

5.1.1. ST cannot be made liable for any bodily injury and/or material damage which may happen during a trip, whether self-inflicted or third party fault.

5.1.2. A client is responsible to claim any damage immediately to respective authorities for example in case of damage to baggage to the concerned airline.

6. Settlement of disputes / Jurisdiction clause

6.1. ST is not participating at any extrajudicial settlement.

6.2. Court of jurisdiction will be only the High Court of Jammu & Kashmir in Srinagar, India. This applies both to local Indian clients and foreigners as well for any claim of damages.