

Membership Plan

Terms & Conditions

Payment:

Mode of Payment Demand Draft, Cheque or Debit Card/Credit Card/UPI/Net Banking in Favor of **Toliday Trip Pvt. Ltd.**

Membership Plan Usage Rules:

- A **Member** is entitled to a week's stay every year in the hotel & resort specified in the **Toliday Trip Holiday Membership Plan** in any or the **Toliday Trip Partner's Hotels & Resorts** during the Holiday Membership usage period, provided the member is not in breach of any of his obligation set out in the rules. Member shall agree to comply with the rules governing Toliday Trip, in regard to which the 'member' wishes to avail the holiday. Prior to the commencement of the membership usage period, the member shall be liable to pay the membership fee in full or in installments under a payment plan or any other finance scheme approved by Toliday Trip. Further the member has the option to pay in the in currency of the country where he/she is currently residing.
- The membership usage period for members who are opting to pay the down payment of **25% of the membership fees** (product price) shall commence as under:
 - A. Regular inventory of **6 Nights 7 Days** will be credited to member once 100% of membership fee will be completed.
 - In the case of installment payments, the applicant shall deliver post-dated cheques/ECS/credit card authorization and/or do all the acts necessary to fulfill his payment obligations under this application (as per the agreed payment mechanism opted for by the applicant); any failure to make timely payment shall result in breach of the terms and conditions of this application /agreement.
 - A member can avail a holiday by giving a request for reservation in the form(s) that may be prescribed by Toliday Trip from time to time.
 - All holiday reservations for the members shall be done on a first-come-first-serve basis and consequently subject to eligibility and availability of rooms at any of the **Toliday Trip Partner's Hotels & Resorts**. Request for reservation shall be made by a member in advance as per the detail given below:
 - From **3 Months** prior to the proposed date of reservation till **45 Days** prior to the proposed date of reservation.
 - A member is entitled to enjoy/avail membership benefit related to holidays for a minimum period of 3 nights and a maximum period of 12 nights at one stretch, subject to fulfillment of all the terms and conditions of this application/agreement and availability of rooms at any of the Toliday Trip Partner's Hotels & Resorts.
 - Toliday Trip reserves the right to limit the number of rooms that can be booked simultaneously against a membership while availing any holiday benefit by a member.
 - In Peak Time Multiple Apartment booking is not permissible.
 - On confirmation of the availability of the holiday period requested, by the member, Toliday Trip shall issue a conformation voucher specifying the reservation detail including check-in and check-out time to a member for enjoyment of the holiday. The member shall abide by the terms and conditions mentioned in the confirmation voucher as well as by the rules and regulation of the respective Toliday Trip Partner's Hotels & Resorts.
 - No request for transfer of confirmation voucher shall be entertained by Toliday Trip.
 - The request for cancellation of confirmed holiday is subject to such terms and condition as may be specified by Toliday Trip from time to time. The following norms shall be strictly followed in the event of cancellation of confirmed holiday (the date of receipt of the request for cancellation by Toliday Trip shall be reckoned as the date for the purpose of determining the applicability of cancellation norms):
 - A. **0-30 Days** before that start date of holiday - re-credit of entire number of nights of holiday.
 - B. From **30 Days to 15 Days** before the start date of holiday - re-credit of the half out of the total number of nights or holiday.
 - C. Less than **7 Days** from the start date of holiday - the entire number of night shall be cancelled.

The occupancy of the room shall be as follows:

- **Maximum number:** 2 adults in a room/hotel unit
- **Children:** A maximum of one children below the age of 6 (above the age of 6, the child shall be considered an adult on the basis of a suitable age proof)
- If for some unavoidable reason, Toliday Trip is unable to provide holiday/accommodation after issuance of confirmation voucher in the allotted Toliday Trip notified resort, in that case Toliday Trip shall provide alternate accommodation only.

- Not with standing anything stated in any part of this agreement, Toliday Trip shall not incur any liability if it is not in a position to fulfill any of its obligations mentioned in this agreement or otherwise by reason of any force majeure event.

A member can avail the privilege of accumulation of the unutilized nights and carry forward the same to succeeding year, subject to the below given terms and conditions:

- I. The maximum number of nights to the credit of the member at any point of time shall not exceed 12 (twelve nights) including the current years entitlement, beyond which the benefit shall lapse and the same shall not be entertained.
- II. A member can avail the benefit of enjoying nights of one year in advance (borrowed nights), subject to the below given terms and conditions:
- III. The maximum number of nights to the credit of the member at any point of time shall not exceed 12 (twelve nights) including the current years entitlement.
- IV. Members are allowed splitting in this case as well.

The members can gift / rent his / her its weeks / days subject to such terms and conditions as mentioned below:

- I. In case of gift, member has to obtain guest approval from Toliday Trip by paying applicable guest fee which shall be non-cancelable and non-transferable and once obtained will result in cessation of all the rights of the member for the period for which such gift certificate has been obtained and member and the beneficiary of the gift has to adhere to the terms and conditions of the gift certificate.
- II. Member has to arrange written confirmation on the terms and conditions of the guest certificate from the beneficiary of the gift.
- III. In any case member shall be personally responsible for any of the acts of the person to whom they have let out their weeks and/or to whom they have arranged to issue the guest certificate.
- IV. Any gift, rent and/or further sale shall be subject to payment of all the outstanding dues of Toliday Trip under this agreement and in case of sale, member has to obtain no dues from Toliday Trip and shall ensure that fresh membership certificate is issued by Toliday Trip to the person buying the membership.

Member(s) can avail the benefit of holidays upon issuance of confirmation voucher by Toliday Trip.

Any request for availing the holidays/benefit is always subject to availability at the particular Toliday Trip Partner's Hotels & Resorts.

Annual Subscription Fees (ASF):

A member shall pay Annual Subscription Fee (ASF) in advance for the year with in such time as stipulated by RGHR from time to time (irrespective of the usage). The Annual Subscription Fee (ASF):

Plan	Gold	Platinum	Diamond
Amount (in Rs.)	4999/- + 18% GST	7999/- 18% GST	9999/- 18% GST

- A. Any delay in ASF shall attract interest @2% per month for delay in any month or part of the full month and no member shall be entitled to avail holiday(s) till the time ASF together with the above stipulated interest has been paid in full to Toliday Trip as per the mode specified in the demand letter.
- B. Toliday Trip reserves the right to change/ modify interest on delayed payment of ASF.
- C. Delay in payments of ASF beyond one year from the date of payment mentioned in the demand letter, shall result in gross breach and shall result in termination of the membership with a written intimation from the side of Toliday Trip.

Transfer of Membership:

- I. A member who has paid the full membership fee is entitled to transfer his / its membership (without splitting or bifurcating the membership) to any person provided there is no dues payable by the member to Toliday Trip and subject to the rule provided in this section. Any such transferee shall be registered as member only when the transfer or member surrenders the original Toliday Trip membership certificate, membership card and an authorization letter for the transfer. In addition to the above, the transferee shall also produce the document of transfer as prescribe by Toliday Trip duly executed by the previous member and such other documents as prescribed by RGHR and pays such fees as may be prescribed by Toliday Trip towards transfer charges for effective transfer of membership. Any such transferee shall be entitled to avail Toliday Trip membership benefits, only during the unexpired portion of the membership usage period subject to the terms and condition contained herein.
- II. Re-issuance of the membership certificate shall be issued by Toliday Trip within 30 days from the date of submission of transfer application along with necessary documents and payment of transfer fees.
- III. A member is entitled to bequeath his / her membership (without) splitting or bifurcating the membership to any person. However such Transferee/ legatee shall be registered as member only when he/she or the original member surrenders the original Toliday Trip membership certificate and membership card and subject to such conditions and production of such documents as may be prescribed by Toliday Trip in this regard from time to time. Any such transferee/legatee shall be entitled to enjoy the week only during the unexplored period of the membership subject to the terms and condition contained herein in this agreement and only after a fresh Toliday Trip membership certificate is issued.

- IV. In case of death of any member (dying intestate) the membership can be transferred to the legal heir of the deceased member on the production of certificate of court having jurisdiction certifying the Heirship and on the production of the copy of the death certificate of the deceased member. However in all the cases there should be communication in writing from the claimant (legal heir by virtue of will or otherwise) and subject to fulfillment of the documentary requirements specified by Toliday Trip for effecting such transfer. In such a case surrender of the old Toliday Trip membership certificate and membership card is not mandatory but recommendatory in nature.
- V. In case a person acquires membership after the death of the original member, he/she shall be entitled for the benefits of the remaining period only and shall acquire all the rights, obligations and liabilities of the deceased member under this agreement.
- VI. Not with standing anything given in any part of this agreement, Toliday Trip has the right to refuse transfer of membership to any person (in all the cases) if the person has been blacklisted by Toliday Trip in the past for any reason whatsoever. A member can gift his/her weeks/ nights. This privilege is subject to payment of guest fees/ charges and such terms and conditions as may be specified by Toliday Trip from time to time. The member's immediate family members i.e. spouse, parents, children are excluded from the payment of guest fees/ charges. Toliday Trip shall have the sole right to refuse the gifting to any person on any of the below given grounds:
 - VII. To anyone to who has applied for the membership earlier but his/her membership was refused by Toliday Trip (irrespective of the reason of refusal).
 - VIII. To anyone who was a member whether holding membership under any category with Toliday Trip.
 - IX. A member shall not be entitled to avail holiday or any benefits in case of any dues or outstanding payable to Toliday Trip as on the date of request for holidays.
 - X. Number of Toliday Trip notified resorts may change from time to time and Toliday Trip is free to, enter into and/ or terminate any new contracts/ arrangements for new resorts and hotels/ existing resorts and hotels and with their association with exchange partners.
 - XI. Toliday Trip reserves the rights to change, modify, amend, alter the terms and conditions relating to the reservation procedure, privileges (exchange, accumulation and advancing), and any other matters related thereto.
 - XII. All requests for holiday and cancellation shall ordinarily be in writing and signed by the member and the co- applicant in case of joint applications.
 - XIII. All correspondence from Toliday Trip shall be addressed to the first name applicant only. In case of inconsistency in instruction or request for holiday, Toliday Trip shall act upon the instructions/ requests of the first applicant only.

NOTE:

All or any disputes, differences or questions arising of this transaction shall be settled by arbitration by a sole arbitrator to be appointed by Toliday Trip. The arbitration proceedings shall be as per the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. That Court and the Courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment. In respect of all matters pertaining to this transaction, only Greater Noida Courts shall have jurisdiction to the exclusion of all other Courts.