

# **SERVICE PROVIDER AGREEMENT**

**THIS SERVICE PROVIDER AGREEMENT** is made the on the .....  
**day of October 2018** at.....

**BETWEEN**

voye.In Travel Automations India Private Limited, a company registered under the provisions of the Companies Act, 2013 having GST.....  
CIN U74999KL2018PTC054156, acting through its directors Mr.Vinod Choorappa Balan(DIN: 08177723), Managing Director and Ms.Anjali Pachatt(DIN: 08177703) Director, having its Registered Office at GS2, Heavenly Plaza, Padamughal, Kakkanad, Ernakulam, Kerala 682021 (hereinafter referred to as the "Company/voye.in/Party of the First Part") of the ONE PART;

**AND**

Mr/Mrs/Miss.....(details of service provider)  
.....  
.....  
GST No ..... (hereinafter referred to as the "Service provider/Member/Party of the Second Part"), which expression shall, unless it be repugnant to the context or meaning thereof

**WHEREAS:**

A. voye.In Travel Automations India Private Limited is a platform to connect local tour operators, resorts, home stays, trekking clubs, hospitals, adventure clubs, travel accessory manufactures, retailers, event organizers and other service providers (including but not limited to) or a facilitator of Services on behalf of third party service providers.

B. The Service Provider is engaged in the business of .....(Type of business)

C. The Client is desirous of procuring the services of the Company for common market place for tour operators, carry out its business under the trade name of ".....", which is an exclusive dealer of .....

D. Pursuant to discussions and in consideration of the undertakings, obligations and covenants of the Client, the Company and/or its affiliates have agreed to provide services and now the agreement witnesses as follows;

1. This agreement is deemed to commence from the ..... of ..... **2018**, and shall remain in force for ..... months from the date of commencement. The agreement may be renewed thereafter as may be mutually agreed by both parties.
2. The contract ("**Service provider Agreement**") between service provider and **voye.in** only become effective after accepting and signing the legal agreement which lists terms and conditions of the business agreement.
3. **voye.in** doesn't own or operate any packages, hotels, resorts, cabs or any other activities; and is a market place to connect local service providers / resorts and travellers.
4. These terms and conditions apply to tours booked through the website '**voye.in**' however all reservations are operated and handled by the designated service provider (the 'Service Providers' or 'Provider') and all changes, complaints, and so on, should be addressed directly
5. **voye.in** allows members to modify, amend or cancel a confirmed Tour due to numerous reasons like climatic conditions, labour unrest, wildlife movement insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. To honour the booking, member has to make best efforts to provide similar alternative to its customers or we will refund the full booking amount to customer after reasonable service charges (refer to cancellation and refund policy)
6. **voye.in** lists only legally approved trekking, hiking, sightseeing or any other activities / services. The member should not offer any extra activity to the customer other than mentioned in the itinerary. **voye.in** or its affiliates shall not be responsible for any loss, injury, death, or damage to person, property due to any unauthorized trekking / hiking / sightseeing or any other activity.
7. Party of the Second Part should provide accurate, current and complete information to the said 'Website'. If any incorrect / incomplete / wrong information shared by the party, **voye.in** holds the right to seize an account /or terminate the contract at any stages and subject to personal liability or criminal prosecution and **voye.in** or its affiliates shall not be responsible for any loss, customer complaints, refunds (including but not limited to) due to any wrong or incomplete information provided by

service provider. Service providers are only accountable for any refunds, customer complaints due to any incorrect or incomplete information provided by service provider.

8. Registered Member shall not sell, attempt to sell, offer to sell, share, give, assign or transfer customer details to any other third party, company, person, vendors (by way of example and not by way of limitation). If any disputes, **voye.in** has all the rights to terminate the contract and subject to personal liability or criminal prosecution.
9. Registered Member shall not use customer contacts, phone numbers, email id's (by way of example and not by way of limitation) for any kind of marketing and advertising purposes. If any disputes, party of the first part has all the rights to terminate the contract and subject to personal liability or criminal prosecution
10. **voye.in** holds the power and/or reserves the right, to refuse any registration and reject the issuance of any such Master account and Sub User Account for whatever reasons. We also hold the right to seize an account without prior notice for any issue which is not in the interest of said 'Website' (**voye.in**).
11. Registered Member(s) should also agree to report any unauthorized use of their account to us. **voye.in** or its affiliates shall not be responsible for any loss, complaints raised due to unauthorized use of your account.
12. If a Registered Member is an individual, in that case, it is deemed that an individual has entered into the Agreement but if a Registered Member represents a company, in that case, it is deemed that the company has entered into an Agreement with the 'Website'. The address provided on the online registration form / application form should be of the registered office of such companies.
13. It is service provider's duty to keep a good relationship with customers throughout their Tour for a long term business plan. Service provider should acknowledge and agree that you are responsible for any and all Listings you post / provide.
14. Service provider should provide whatever facilities / services / activities (including not limited to) mentioned in the itinerary to the customers, If any breach to this agreement is subject to personal liability or criminal prosecution and voye.in reserves the right to hold or decline the balance payment of the tour or we will collect applicable refund amount from the tour cost. If we receive any customer complaints regarding this with substantial proofs; **voye.in** has the all rights to hold or decline your balance payment.
15. Once a booking is confirmed, member(s) is completely responsible for all arrangements for the particular Tour, voye.in is not responsible for any kind of arrangements apart from booking and invoicing.
16. Please mention your check in and checkout time in your package itinerary. If you offer early check in and late check out, please mention it in the itinerary. If you don't specify your check in and checkout timings, we will consider it as 12.00 IST.

- 17.If you offer a pick and drop, member is responsible to pick or drop customer on time. Customer will not wait more than 30 minutes from arrival, if we receive any customer complaints regarding this with considerable proofs; **voye.in** has the all rights to hold your balance payment.
- 18.Members are responsible to manage their third party transport agents. **voye.in** and/or its subsidiaries, affiliates, officers, directors, employees, agents or suppliers and their respective successors, heirs and permitted assigns shall not be responsible for any loss, injury or damage to person, property or otherwise in connection with transportations or other travel related services, resulting – directly/indirectly from customer, driver, third party travel agents and or issues with pertaining with pickup and drop times or quality of bus.
- 19.If any misbehave / over speeding from cab drivers to customers, it is subject to enquiry from our investigation team, and if we get considerable proofs; **voye.in** has the all rights to hold your balance payment or seize or to terminate the featured listing contract / business contract and the related services or any portion thereof at any time, without prior notice.
- 20.If you offer an AC cab in the itinerary for customers, it should be an AC cab throughout the Tour. Member can use a non AC cab if the customer demands for it. If any contract breaches, **voye.in** has all rights to hold balance payment or to terminate business contract and the related services or any portion thereof at any time, without prior notice.
- 21.Please mention if you are using shared transport service for multiple groups. If any customer complaints or injury / loss, **voye.in** has the all rights to hold your balance payment or seize or to terminate the featured listing contract / business contract and the related services or any portion thereof at any time, without prior notice and subject to personal liability or criminal prosecution
- 22.If you offer a tour guide service to the customer, it should be licensed (govt / local authority approved) tourists guide.
- 23.Inform your drivers / guides to educate customers about plans for the day / time management / etc to adhere to tour timings, if not they may miss some services mentioned in itinerary.
- 24.For shared accommodations, please clearly mention how many people in a room and mention if you provide extra cot / mattresses apart from standard bed. **voye.in** is not responsible for any customer complaints and we may collect applicable refund in case of any breaches.
- 25.Members are accountable to provide all meals offered in the itinerary. Please mention is it buffet or conventional. If any breach to this contract **voye.in** has the all rights to hold your balance payment or seize or to terminate the business contract.
- 26.If you offer any activity, services, food, facility, games ( including but not limited to) to the customers in the itinerary both inside your property / outside your property, member is completely responsible to provide all the committed activity, services, food, facility, games to the customers. If any

breaches or customer complaints, **voye.in** may offer a refund to the customer after required checks and confirmations. If any breach to this agreement **voye.in** has the all rights to hold your balance payment or seize or to terminate the business contract.

27. If any misbehave from employees, staffs, servants, owners, drivers, housekeepers of service provider / or their affiliates (including but not limited to) to our customer, it is subject to enquiry from our investigation team, and if we get considerable proofs; **voye.in** has the all rights to hold your balance payment or seize or to terminate the business contract and the related services or any portion thereof at any time, without prior notice and subject to personal liability or criminal prosecution
28. **voye.in** is not responsible for any customer complaints, consumer court complaints, police complaints filed against a member for not providing committed services in itinerary /inclusions. It is service provider's duty to read, verify and approve your tour package listing in our website / admin dash board before publishing to general public.
29. Members can update their terms and conditions, inclusions, exclusions in **voye.in** website to educate customers. Also, before check in member has to take confirmation from customer about your terms and conditions. **voye.in** is not accountable for any consumer complaints, if member fail to update mandatory terms and conditions and we may collect sufficient refund from your balance payment amount.
30. Service provider should indicate, if member / affiliates / vendors do not allow unmarried couple to participate in the tour. It is service providers responsibility to arrange all the mentioned services/facilities/stay/food etc to the participants at any circumstances occurred due to this. **voye.in** is not responsible for any customer complaints and we may collect applicable refund in case of any breaches.
31. **voye.in** and/or its subsidiaries, affiliates, officers, directors, employees, agents or suppliers and their respective successors, heirs and permitted assigns shall not be responsible for any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportations or other services, resulting – directly/indirectly – from any act of GOD, dangers, animals, fire, accidents, break down in machinery or equipment's, breakdown of transport, wars, civil disturbances, strikes, riots, theft, pilferages, epidemics, medical or government regulations, default, or any other causes beyond our control.
32. For any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportations or other services (including but not limited to), resulting due to negligence of customer or caused by any customer act, it is member's duty to settle it before customer check out. **voye.in** and/or its subsidiaries, affiliates, officers, directors, employees, agents or suppliers and their respective successors, heirs and permitted assigns shall not be responsible for any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportations or other services, resulting – directly/indirectly – from our customer and we will not pay any refund for it.

33. Members should inform **voye.in** and / or member is completely responsible to seize / freeze packages, if there are any challenges to operate specified packages. Also if the booking is filled for any date, member should inform us in advance, if you are not using channel partner facility.
34. **voye.in** gives its users ("**Registered Customers**") the choice to rate their service providers depending on the services / experiences provided by the service provider. It is sole discretion of the customer, **voye.in** is not responsible for any customer rating or review and we cannot remove their rating at any stage of business contract.
35. **voye.in** gives its users ("**Registered Customers**") the option to write feedback about their service providers depending on the services / experiences provided by the service provider. It is sole discretion of the customer, **voye.in** is not responsible for any customer feedbacks and we cannot remove their comments at any stage of business contract.
36. **voye.in** gives its users ("**Registered Customers**") the option to upload pictures of services / experiences / property / accommodations / transport (including not limited to) provided by the service provider. It is sole discretion of the customer, **voye.in** is not responsible for any customer pictures and we cannot remove their pictures at any stage of business contract.
37. Please note that after the finalization of the tour/service cost, if there are any hike in entrance fees, taxes, fuel cost or guide charge by government of India, the same would be charge as extra from customer.
38. Members reserves the right to amend the number of sightseeing locations due to late departure of the vehicle, bad road conditions, and breakdown of vehicles, traffic blocks or bad weather conditions
39. If the member / or the property arranged by member do not allow guests to smoke or use alcohol inside the property, please mention in itinerary or inform customer in advance.
40. Any person who has personal inconvenience or health related issues during the tour, member has to assist the customer to make arrangements to return home. No refunds for these early depart.
41. We will not make any extra payment for independent activities chosen by the participant which are not mentioned in the itinerary. Member is responsible to collect money from customers, if any, before they check out.
42. **voye.in** and/or its subsidiaries, affiliates, officers, directors, employees, agents or suppliers and their respective successors, heirs and permitted assigns shall not be responsible / or we will not pay for extra meals, beverages, water bottles, snacks, services, activities, games which customer availed during Tour. Member is responsible to collect money from customers, if any, before they check out.
43. In case the customer feel that the product (trip) received is not as shown on the site or as per their expectations, customer can bring it to the notice of our customer service within 72 hours of receiving the product. The

Customer Service Team after looking into the complaint will take an appropriate decision. It is subject to enquiry from our investigation team, and if we get substantial proofs; **voye.in** has the all rights to hold your balance payment or seize or to terminate the business contract and the related services or any portion thereof at any time, without prior notice, which may include personal liability or criminal prosecution.

44. Member should arrange entry tickets / pass for sightseeing, trekking or any other activities mentioned in itinerary. Other than reasons like weather conditions/government orders/natural calamity/wildlife movements, permission changes or any other unforeseen reasons, If any customer complaints for missing any activity which is offered in itinerary due to unavailability of entry pass, **voye.in** reserves the right to hold your payment and a gentle refund to customer to honour the booking. Members have to try its best to provide an alternate location with comparable level. If customer agrees.
45. Members should not pay back to customer for any missed or unused activities/services of the tour including the meals due to whatsoever reason.
46. Member should honour customer's food preferences like veg or non veg to a maximum extend. We have informed customer to inform this to you in advance.
47. If customer departs early for any reason, members don't want to pay any credit or refund.
48. It is mandatory for customers to carry a copy of your e-ticket as sent by **voye.in**. Members should verify their e-tickets and In case of any discrepancy, the decision of **voye.in** will be final and binding.
49. Member should verify photo identity proof of all participants before check in.
50. Member should inform customer necessary items to carry before 5 days of the trip.
51. **voye.in** doesn't encourage changes and modifications to online bookings once they're made. However, facilitation of changes related to postponement or rescheduling of the already booked package is the sole discretion of Member / service provider under permitted circumstances. **voye.in** shall not be held liable for any impact due to change in original itinerary by the traveller or member and this is subject to mutual agreement and discussion between traveller and member / service provider.
52. It's member's duty to read and understand our General policy, Terms of Use, cancellation policy and refund policy before you sign the legal agreement with **voye.in**
53. Anything which is not mentioned in inclusions or itinerary will treat as exclusions.

54. **voye.in** reserves the right, in its sole discretion, to terminate the contract and the related services or any portion thereof at any time, without prior notice
55. The guidelines provided by our destination experts will overrule the above policies depending on the circumstance. In case of any discrepancy, the decision of **voye.in** will be final and binding.
56. If the Service Provider may at any time during the term of this Agreement, found to be operating unethically, maliciously, with fraud or with dishonour to Client. **voye.in** reserves the right, in its sole discretion, to terminate the contract and the related services or any portion thereof at any time, without prior notice.
57. Any sensitive figures, data, sales projections, budgets amounts, sales reports, etc. relating to both the parties obtained by any of the party will remain confidential and will not be shared with anyone outside the company. Each Party (the "Receiving Party") agrees that it will not disclose to any third party or use any Confidential Information of the other Party (the "Disclosing Party"), except as expressly permitted in this Agreement, and that it shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no events be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure;

- (i) of information that is in or enters the public domain other than by reason of a breach by the Person receiving such information,
  - (ii) of information that was in the possession of the receiving Person prior to its disclosure to such Person, or
  - (iii) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction provided, however, that prior to such disclosure, the Party who is required to disclose the information shall inform the other Party and consult with that Party as to the information which will be disclosed and, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such law, regulation, legal process, or order of any court or regulatory / government authority.
58. Either of the party can terminate the contract, by giving a prior written notice of one month. However, in case of termination, the client is liable to settle the invoices due till the date of termination and the Company is responsible to settle the services performing or to be performed on such date.
59. The parties agrees that if any term in this Agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.
60. Any claim, dispute or difference between the Parties shall be referred to the arbitration of a sole arbitrator to be jointly appointed by the Parties. If the Parties are unable to jointly agree to a sole arbitrator then the

reference shall be made to an arbitral tribunal comprising of three arbitrators of which one will be appointed by Company, one by the Client and the third arbitrator shall be appointed by the aforesaid two arbitrators. All proceedings in any such arbitration shall be conducted in English. The Arbitration shall take place in Kochi, Kerala, India and shall be governed by the **Arbitration and Conciliation Act, 1996** or other law relating to arbitration in force in India at the relevant time. The arbitration award shall be binding upon both parties to this agreement (Cost of the Arbitration to be borne equally by both the parties, in the absence of any order as to costs in the Arbitration Award)

61. MISCELLANEOUS:

- a. This Agreement constitutes the entire agreement between the parties hereto in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of each Party.
- b. In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation the same shall be deemed to be severable from the other provisions of this Agreement and this Agreement shall be construed as if such term, condition or provision had not been contained in this Agreement.
- c. Neither Party shall be liable or responsible for any failure or delay to perform any of their obligations under this Agreement when such failure or delay is due to Force Majeure, which term shall include fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labour unrest, omissions or acts of public authorities, changes in law, regulations or policies of the Government or any other reason beyond the control of Parties.
- d. Any notice to be given by either Party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by hand, prepaid registered post, email or through a delivery service/courier at that Party's address stated above or any other address which that Party may have intimated the other Party for this purpose in accordance with the provisions of this clause.
- e. This agreement does not constitute any partnership or joint-venture between the Parties hereto and is an agreement on principal to principal and non-exclusive basis.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in duplicate through their respective duly authorized officials on the ..... day of .....,2019, herein above mentioned.

Authorized signatory

**For Voye.In Travel Automations India Pvt Ltd**

**VINOD BALAN  
MANAGING DIRECTOR  
DIN: 08177723**

**For: .....**

.....

.....

**GST: .....**