

Terms & Conditions

"Bay Bay Holiday" is a Proprietary product of Bay Bay Holiday Tour & Travel (BBH).

ADMISSION TO BAY BAY HOLIDAY

1. An applicant is admitted as a purchaser of Bay Bay Holiday only upon the realization of the down payment to Bay Bay Holiday and may agree to receive the balance product price in Installment under a payment plan of Bay Bay Holiday or any other finance scheme approved by Bay Bay Holiday. The applicant further binds himself / herself / itself irrevocably to pay the Installment amounts and undertakes to ensure due and prompt payment under the installment scheme. Non-payment of the Installment/s shall amount to breach of purchaser's rules & amounts to cancellation of the purchase agreement.
2. The applicant further RECOGNISES AND ACCEPTS that no money paid to Bay Bay Holiday is refundable in any manner. (Except the Cancellation Policy no. 6 A)
3. The Bay Bay Holiday certificate shall be sent to the applicant within 30 working days of receiving the necessary documents and after compliance of the payment terms.
4. The purchaser is entitled to a stay of 6 nights / 7 days every year for the purchased period.
5. All bookings are to be made through email alone at bookings@baybayholiday.com. The reservation team would contact you and, subject to availability, would process the booking and the confirmation voucher would be sent to the primary applicant. Booking once confirmed will not be cancelled under any circumstances whatsoever and would be treated as availed booking for the yearly availed period, i.e. 6 nights / 7 days.

CANCELLATION POLICY

6(A). The purchase agreement can be requested for termination within 4 days of execution or within the period of 4 days from the check-out date of your first holiday/vacation/upon receipt of written notice. If the BBH management is satisfied, after adjusting dues/expenses, membership will be terminated.

6(B) - PRE-MATURE REFUND. If the management is satisfied that special circumstances justify the grant of a premature refund, then BBH will refund only 50% of the deposited amount (Total Purchase Fee). If any purchaser fails to pay the total purchase fee amount, or the cheque bounces, then BBH is empowered to cancel/reject the purchase/membership and forfeit all deposited amounts. It must be noted that administration expenses are 25% of the total purchase fee, which is non-refundable under any circumstances and reasons whatsoever. The decision will be entirely that of the BBH management, and any decision taken will be final and acceptable to the purchaser(s).

7. The Booking request shall be mailed by the vacationer in the following format:

Membership ID:

Name of Applicant:

Contact Number:

Name of the travelers:

Age of the travelers:

Check in Date:

Check out date:

Location: [As per the provided allied list of hotels and resorts.]

8. The purchaser can gift his/her purchased nights to friends and relatives.

9. Breakfast/lunch/dinner/pickup/drop/sightseeing/flights or any other reasonable demand may be arranged on request only, at an additional charge and subject to arrangement availability.

10. It is understood by the purchaser that only after submission of all necessary documents, and satisfactory verification of the same thereafter by BBH, will vacation vouchers be issued to the primary applicant at the address provided in this agreement. The purchaser understands that there are no separate holiday vouchers for sale and that the purchaser is entitled only to the benefits set out under this agreement.

ENTITLEMENTS OF BAY BAY HOLIDAY

11. A purchaser is entitled to a week of holiday every year in the apartment and category specified in the certificate, at any of the BBH resorts during the package tenure, provided the purchaser is not in breach of any obligations set out in the rules. The purchaser agrees to comply with the rules governing the BBH resorts in which he/she may choose to avail the holiday.

12. On confirmation of the availability of the holiday period requested by the purchaser, Bay Bay Holiday shall issue a confirmation voucher specifying the reservation details, including check-in and check-out time, to the purchaser for enjoyment of the holiday. The purchaser shall abide by the terms and conditions mentioned in the confirmation voucher.

13. No request for transfer of a confirmation voucher shall be entertained by Bay Bay Holiday.

14. The purchaser is allowed to split his purchased nights with a minimum usage of 02 nights.

15. The purchaser can save his purchased nights for future use and can take advance purchase nights.

16. The purchaser can request 2 rooms only, subject to availability.

17. All requests for holidays shall be subject to availability only.

18. RESTRICTIONS ON USE OF HOLIDAYS: With the intention of ensuring that all purchasers get a fair chance of enjoying holidays at different Bay Bay Holiday properties depending on demand, BBH reserves the right to limit the number of rooms that can be booked simultaneously during one holiday.

19. OCCUPANCY: I/we understand that the maximum number of occupants in a Studio unit/Deluxe room is 02 adults and 02 kids (below the age of 06 years); a one-bedroom unit can accommodate 04 adults and 02 kids (below the age of 06 years). In case of upgradation of category from Studio to 1BR, 03 nights will be deducted at the time of booking from that year's 06-night entitlement, e.g. only 03 nights will be availed in that year, and all holidays will be subject to availability. For an extra adult, INR 1,500 to INR 2,000 will be charged for accommodation, payable by the purchaser or directly at the property.

20. CARDS: The purchaser(s) has the right to avail the holiday in his specified category or below. Bay Bay Holiday follows two card categories, as mentioned below.

GOLD: Purchaser(s) of GOLD can avail holidays throughout the year with a minimum of 15 days and maximum of 90 days' prior written intimation for booking of holidays.

SILVER: Purchaser(s) of SILVER can avail holidays throughout the year with a minimum of 30 days and maximum of 90 days' prior written intimation for booking of holidays. In case of upgradation of category from Silver to Gold, 02 nights will be deducted at the time of booking from that year's 06-night entitlement, e.g. only 04 nights will be availed in that year, and all holidays will be subject to availability.

21. A purchaser shall pay AMC of Rs. 11,799 (All Inclusive) for a Studio and Rs. 17,699 (All Inclusive) for a 1BR, applicable only for 6 nights/7 days, before availing holidays.

22. A purchaser cannot avail his/her/its holiday entitlements unless the entire AMC due is paid in full.

23. Revision in AMC shall be effected by BBH based on the weighted average inflation on the basis of the Wholesale Price Index (WPI) and Consumer Price Index (CPI), as published by the Reserve Bank of India and relevant to the period immediately preceding the period for which AMC is fixed. In case a purchaser advances his/her/its holiday entitlement, the AMC for the year(s) advanced is payable at the time of advancing, at the rates

prevailing on the date of the request. However, if the AMC amount for the advanced holidays changes in the following year, the purchaser advancing the holiday shall be liable to remit the difference by which the AMC payable for the advanced year has increased or decreased.

24. The Annual Maintenance Charge (AMC) is collected from the purchaser for the overall maintenance of all BBH-notified and BBH-associated resorts on a yearly basis; therefore, the AMC is payable even if the purchaser does not avail his/her/its holiday during a particular year, and the purchaser specifically agrees to the same.

25. AMC is non-refundable, and non-payment of AMC would amount to a breach of contract, which amounts to cancellation of the membership.

Termination by BBH

26. Grounds for termination by BBH include: default in payment of membership price/AMC by the purchaser; default in payment of AMC in full or in part for two consecutive years; breach of house rules of BBH resorts located in India and outside India; breach of the contract/purchase agreement; or any other action by the purchaser and/or his/her/its guests, or occurrence of any event or situation within the premises of the company or at resorts located outside India that constitutes a criminal offence against the purchaser or those accompanying the purchaser.

Taxes

27. A purchaser(s) shall be liable to pay all taxes/charges/levies, statutory or otherwise, imposed by or payable to any government/local body or other authority on the membership price/AMC or any other charge arising out of purchase and/or use, excepting property/municipal taxes, which shall be paid by BBH. Non-payment of taxes and levies shall disentitle the purchaser from enjoying holidays and shall amount to a breach of contract, resulting in termination of membership. For clarity, the purchaser's liability to pay the aforesaid taxes shall include changes in rates of existing taxes (prospective or retrospective) and enactment of new taxes.

General

28. Any payment made by the purchaser would first be appropriated towards the admission fee, and the balance, if any, would be appropriated towards the entitlement fee.

29. BBH shall provide hotels and resorts mentioned in the associate list/website/app as per availability. In case the mentioned hotel or resort is not available, a similar category hotel and resort will be offered, subject to availability.

30. BBH has the right to withdraw any property from the list at any point, without prior intimation. All bookings would be processed on a first-come-first-served basis, according to the eligibility of the purchaser's band.

31. BBH reserves the right to enter into arrangements with any company/person/firm/association of persons (AOP) for the provision of additional services to purchasers. Purchasers are entitled to utilize such additional services on payment of applicable charges/fees, as may be prescribed by BBH from time to time.

32. All requests for cancellation shall ordinarily be in writing and signed by the purchaser, and by both purchasers in case of joint applications.

33. All correspondence from BBH would be addressed to the first-named applicant only. In case of any inconsistency in instructions or requests for holidays, BBH shall act upon the instructions/requests of the first applicant only.

34. In case of the death of the primary applicant, the package shall immediately be transferred to the co-applicant/legal heir, upon production of the death certificate and such other documents as required by BBH.

35. In all cases, the legal heirs/successors of the deceased vacationer shall be entitled only to the unexpired portion of the package, and shall be subject to all liabilities and obligations of the deceased vacationer.

36. The purchaser understands that he/she will have to pay taxes and other levies as levied by the government, i.e. luxury tax/service tax and any other additional taxes that may become applicable from time to time.

37. The purchaser can be denied use of their vacations under this agreement if there is any outstanding amount due from any other agreement payable to BBH.

38. If the purchaser is unable to use their membership nights during the entire membership tenure, they may take a package equivalent to the value of their membership after the tenure is completed, subject to clearance of all dues.

ARBITRATION AND JURISDICTION

39. All disputes or differences arising between the parties as to the effect, validity, or interpretation of this agreement, or as to their rights, duties, or liabilities hereunder (Disputes), shall be resolved by mutual discussion. The purchaser shall first contact the central customer care team of BBH at support@baybayholiday.com. If the parties do not reach a resolution in writing within thirty (30) days, the purchaser shall discuss the issue with the resolution cell of BBH at Pitampura. Thereafter, if the parties fail to reach an amicable solution even after discussions with the officers of the resolution cell, the purchaser may adjudicate the dispute by way of binding arbitration before a sole arbitrator, in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be nominated solely by an authorised person of BBH. Arbitration proceedings shall be conducted in Delhi alone. The purchaser shall have no objection to the appointment of the arbitrator by BBH and/or its authorised person. The parties further agree that the award of the arbitrator shall be final and binding upon the parties, and judgment upon the award may be entered in a court of competent jurisdiction.

40. All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the courts situated at Delhi.

COVENANTS OF PURCHASER

41. The purchaser hereby agrees to purchase vacations from Bay Bay Holiday, and Bay Bay Holiday accepts the same, subject to the terms and conditions of this agreement.

42. The purchaser has understood the benefits available under the vacation scheme, as more particularly listed in this agreement. The purchaser further understands that no benefits other than those listed in this agreement will be available.

43. The purchaser understands that he/she is bound by the rules and regulations of BBH, as duly amended from time to time. The decision of the management of BBH shall be final in all matters.

44. The purchaser acknowledges and confirms that all terms and conditions of this agreement shall be fully and completely binding on the purchaser upon signing this agreement, and that any further amendments to the same shall also be binding on the purchaser. Any statements made and sent from the official e-mail id, beyond the membership purchase agreement, will also be applicable.

45. During travel, the vacationer and accompanying guests will carry valid identity proof.

BAY BAY HOLIDAY EXCHANGE PROGRAM

Bay Bay Holiday offers a worldwide selection of locations across more than 150 countries, in addition to its associated hotels and resorts. Purchasers have the flexibility to reserve a week at their preferred location by paying an exchange amount per room, based on the region:

- India: \$249 to \$299 per week

- Asia: \$349 to \$399 per week

- International Location: \$499 to \$549 per week

These amounts may increase or decrease as per market inflation. The applicant does not have the right to claim hotels and resorts apart from those on the associate list or exchange program.

COMMUNICATION / NOTICES

46. Any notice required or desired to be given hereunder shall be in writing, sent to the address set forth in this agreement, either by the parties themselves or through their lawyers, and shall be deemed served on the address so mentioned.

47. The purchaser is entitled to only 01 room for 6 nights/7 days on the first holiday.

48. BBH will not entertain bookings between 20th December and 10th January, as these are blackout dates. Booking requests during this period may be considered subject to availability. Any mandatory charges levied by hotels and resorts during blackout dates will be payable by the purchaser(s).

DECLARATIONS

I/we hereby agree to pay the AMC as fixed by the management of BBH.

I/we understand that the terms and conditions accepted by me/us can be amended from time to time, at the sole discretion of the management of BBH.

I/we have received details, explanation, and clarification from the management in respect of this application, and the management has readily provided all such explanation and clarification.

I/we agree to be fully liable for the violation of the rules and regulations stipulated herein. I/we have signed this application fully conscious of my/our liabilities and obligations.

It is specifically understood and agreed by me that this declaration shall be binding on me, or my legal heirs and successors, at all times during my purchase/membership of BBH.

For any assistance or query, write to us at support@baybayholiday.com.

Note

Customer care & reservation email services are active Monday to Saturday (10:30 am to 06:00 pm). Emails received after 05:00 pm will be responded to on the next working day. The office remains closed on Sundays and all gazetted and national holidays.

IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed in duplicate on the dates written below:

For Bay Bay Holiday.

Name: Applicant Name

Co-Applclicant Name

Authorised Signatory

Date: _____ Applicant Signature: _____ Co-Applclicant Signature: _____