Delite Global Nest’s Terms of Use

Last updated: 12-02-2022

APPLICABILITY OF THE TERMS OF USE

The following Terms together with the documents referred to in it (hereby collectively referred to as “Terms”) are an agreement that incorporates the terms and conditions of the websites of Delite Global Nest India Limited and its subsidiary or holding companies (hereby collectively referred to as “Delite Global Nest”) including [www.Delite Global Nest.com](https://agent.aertrip.com/), the desktop and mobile sites, subsites or affiliated websites, smartphone and desktop apps such as iOS, Android, macOS or Windows apps, apps for other digital devices, or any other Customer interface channels which includes its sales persons, offices, call centres, advertisements, information campaigns, etc. (hereby collectively referred to as “Platforms”) to provide services to any person making use of our Platforms (hereby referred to as “Customer”, “Customers”, “you”, or “your”) for accessing, or browsing, our Platforms, whether as a guest or a registered Customer for the purpose of using or obtaining any materials, information, products or services.

By making use of our Platforms, Customers are deemed to have read, understood and expressly accepted these Terms which shall govern the desired transaction or provision of such services by Delite Global Nest for all purposes. These Terms shall be a binding on Customers. All rights and liabilities of the Customers and/or Delite Global Nest with respect to any information or services to be provided by Delite Global Nest shall be restricted to the scope of these Terms. If you do not agree to these Terms, you must not use our Platforms.

OTHER APPLICABLE TERMS

In addition to these Terms, there are certain terms of service (hereby referred to as “TOS”) specific to the travel services and products such as flights, accommodations, rental cars, activities, bus, rail, trains, car transfers, cruises, packages, travel insurance, FOREX, sim-cards, travel visas or any other travel or related services (hereby collectively referred to as “Travel Products”) that you can access through our Platforms and also certain facilitating services and offers offered by Delite Global Nest. Such TOS will be provided or updated by Delite Global Nest which shall be deemed to be a part of these Terms. Customers shall be required to read and accept the relevant TOS for the service or product availed by them.

Additionally, the Service Provider itself may provide terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each of the Travel Products on Delite Global Nest. Customers shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom Customers elect to deal, including terms and conditions set forth in a Service Providers' fare rules, contract of carriage or other rules.

Delite Global Nest offers Travel Products to Customers conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms and the TOS, as may be applicable from time to time. For the removal of doubts, it is clarified that availing of the Travel Products by Customers constitutes an acknowledgement and acceptance by the Customers of these Terms and the TOS. If Customers do not agree with any part of such terms, conditions, and notices, they must not avail Delite Global Nest’s Travel Products.

Our [Privacy Policy](https://agent.aertrip.com/privacy-policy), which sets out the terms on which we process any personal data we collect from you, or that you provide to us, is a binding on Customers. By using our Platforms, Customers consent to such processing and you warrant that all data provided by you is true, accurate, current and complete.

In a case where any of the terms, conditions, and notices of the Terms contained herein conflict with any additional terms or other terms and guidelines contained within any other Delite Global Nest’s document, then these Terms shall control.

INTERPRETATION NUMBER AND GENDER

The Terms herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", 'hereunder" and words of similar import refer to these Terms as a whole.

HEADINGS AND FONT EMPHASIS

The headings and subheadings, bold effects, font colour or other emphasis on fonts herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms, terms and conditions, notices, or the right to use this website by Customers contained herein or any other section or pages of our Platforms or its partner websites or any provision hereof in any manner whatsoever.

USE OF OUR PLATFORMS

**When you use our Platforms, you must confirm that:**

* you will use our Platforms in accordance with these Terms;
* you are at least 18 years of age and are of sound mind;
* you possess the legal authority to create a binding legal obligation;
* you warrant that all data provided by you is true, accurate, current and complete;
* you will not make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
* you will only use our Platforms to make legitimate reservations for you or for another person for whom you are legally authorised to act;
* you will inform such other persons about the Terms that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; and
* you are the end consumer (person who intends to use the service) and not a travel agent, consultancy, airline or company engaged in similar or conflicting business operations as that of Delite Global Nest and do not intend to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, or re-sell any information, software, products, or services obtained from or through our Platforms or use it for any commercial purpose without the express written approval from Delite Global Nest;

DELITE GLOBAL NEST IS AN INTERMEDIARY

Delite Global Nest does not provide, own or control any of the Travel Products unless specifically specified. Such travel or related services are owned, controlled or made available by third parties (hereby referred to as “Travel Providers”) either directly or as an agent or sub-agent. Delite Global Nest acts as a middleman solely to assist Customers in collectively gathering travel information about various available travel services, determining the availability of travel-related products and services, making legitimate reservations or otherwise transacting business with travel suppliers, and for facilitating travel requirements. You agree that Delite Global Nest only provides intermediary services in order to facilitate services to you. The Travel Providers are responsible for the Travel Products. The travel provider’s Terms and privacy policies apply to your booking so you must agree to, and understand those Terms. Further, the terms of the actual travel provider apply to your travel, so you must also agree to and understand those terms. Your interaction with any travel provider accessed through our Platforms is at your own risk and Delite Global Nest does not have any responsibility should anything go wrong with your booking or during your travel. Delite Global Nest is not the last mile service provider to you and therefore Delite Global Nest shall not be deemed to be responsible for any lack or deficiency of services provided by any person or entity. You agree to abide by the terms of use imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services.

Delite Global Nest hosts content, including prices, made available by or obtained from Travel Providers. Delite Global Nest is in no way responsible for the accuracy, timeliness or completeness of such content. Since Delite Global Nest has no control over the Travel Products and does not verify the content uploaded by the Travel Providers, it is not possible for us to guarantee the prices displayed on our Platforms. Prices change constantly and additional charges (e.g. payment fee, service charges, checked-in luggage fee, local taxes and fee) may apply, so you should always check whether the price asked for a booking is the one you expected.

If you refer to or make a booking through our Platforms for Travel Products, that booking is made with the Travel Providers named on the booking page and our Platforms only act as a Customer interface. Accordingly, Delite Global Nest has no responsibility for the booking or the Travel Products because Delite Global Nest has no involvement in creating the description of the Travel Products, in defining the price and any fee, and in providing the Travel Products that you book. If you have any issues or disputes around your booking and/or the Travel Products, you agree to address and resolve these with the Travel Providers and not with Delite Global Nest. Delite Global Nest at its own discretion may or may not assist you to resolve issues with Travel Providers when necessary.

Fee PAYMENT

Delite Global Nest reserves the right to charge listing fee for certain listings, as well as transaction fee based on certain completed transactions using the services. Delite Global Nest further reserves the right to alter any and all fee from time to time, without notice.

The Customer shall be completely responsible for all charges, fee, duties, taxes, and assessments arising out of the use of the services.

In case, there is a short charging by Delite Global Nest for listing, services or transaction fee or any other fee or service because of any technical or other reason, it reserves the right to deduct/charge/claim the balance subsequent to the transaction or any future transaction with that Customer at its own discretion.

FAILED BOOKING POLICIES

* In certain rare scenarios, some booking reservations may not get confirmed for any reason whatsoever. Such a booking is hereby referred to as “Failed Booking(s)”.
* Delite Global Nest endeavours to provide superior corrective measures to Failed Bookings. However, Delite Global Nest is not under any obligation to make another booking in lieu of or to compensate or replace the unconfirmed one. All subsequent further bookings will be treated as new transactions with no reference to the earlier unconfirmed reservation.
* In the case of Failed Bookings, Delite Global Nest shall try to contact you using the contact information from the reservations process within 24 hours of the Failed Booking.
* You will be issued a refund or Delite Global Nest may offer you to rebook a similar Travel Product to/at your destination from the ones available at that time.
* If the amount of the alternate travel product booking is lower than the amount of the Failed Booking amount, the Balance Amount shall be refunded to you.
* If the amount of the alternate travel product booking is higher than the amount of the Failed Booking amount, the Balance Amount shall be collected from you. An email requesting additional payments shall be sent to the email address provided by you while booking the original Failed Booking. The additional payment link contained in this email shall be valid only for a specific time as mentioned in the email. If you fail to make the additional payment for the alternate travel product within the stipulated time period, it shall be deemed that you are not interested anymore in this alternate travel product and you will be issued a refund for the Failed Booking.
* In case we are unable to make contact with you, we shall issue a refund for the Failed Booking.
* Any such refunds shall be processed within 7 days of the Failed Booking.
* The refund will be credited back to the same account from where the payment was made or credited to the Customer’s account balance. For example, if you used a credit card for booking, Delite Global Nest will make an appropriate charge reversal on the same credit card.
* In some special cases, a charge reversal may not be possible. For example, deactivation or expiry of the credit card used during booking. In such a case, other modes of payment may be used. Understandably, the refund process time taken for special cases may take more time than usual.

COUPON CODES

Coupon or promotion codes may be issued by Delite Global Nest or any of its third-party associates from time to time which may be availed on our Platforms as a discount coupon. Customers are advised that the promotional offer of using Promotion Codes for receiving discounts can be availed only if correct and full details (of the promotional code) are filled in at the time of making the booking. In case if the Customer fails to enter the promo code before making the booking, the company shall not be liable to give any credit to the Customer after the booking has been made.

Considering there are multiple promotional offers running on our Platforms, Customers can avail the benefit of only one offer at a time. No two promotional codes can be combined at the time of making a booking.

Promotional discounts may be applied only on the base fare or amount for all services unless explicitly specified. Discounts may not be applicable for any additional components including taxes unless explicitly specified.

On cancellation of bookings done using promotional codes, the cancellation charges are calculated on the total price before discount. For such bookings, an additional Delite Global Nest cancellation charge may be applied and deducted from the refund amount after applying the service provider’s cancellation policy.

NO SHOW / UNUTILISED TRAVEL BOOKINGS

Customers shall request Delite Global Nest for any refunds against underused, unused or 'no show' Travel Products’ booking for any reasons within 90 days from the date of departure for the air ticket and/or the date of check in for the hotel booking and/or start date in case of other Travel Products. Any applicable refunds would accordingly be processed as per the defined policies of the service provider, travel provider, and Delite Global Nest as the case may be. No refund would be payable for any requests made after the expiry of 90 days as above and all unclaimed amounts for such underused, unused or 'no show' Travel Products’ booking shall be deemed to have been forfeited.

INSURANCE

Unless explicitly provided by Delite Global Nest in any specific service or deliverable, obtaining sufficient insurance coverage is the obligation/option of the Customer and Delite Global Nest doesn't accept any claims arising out of such scenarios.

Insurance, if any, provided as a part of the service/ product by Delite Global Nest shall be as per the terms and conditions of the insuring company. Customers shall contact the insurance company directly for any claims or disputes and Delite Global Nest shall not provide any express or implied undertakings for acceptance of the claims by the insurance company.

CURRENCY AND PAYMENTS

Some Travel Products may also be sold in another currency than the one present or chosen by you for the display of the search results. Our currency conversion is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary and your payment provider (e.g. your credit card company) may charge conversion fee or service charges and apply another date’s currency rate.

Delite Global Nest reserves the right to cancel your booking if full payment is not received in a timely fashion.

MODIFICATIONS & REFUNDS

**The following are general Terms for modifications and refunds:**

* **Any amendment or modification requests made by you post booking may be at the sole discretion of Delite Global Nest and/or the service provider.**
* **Such amendment or modification requests may incur an additional cost which shall be communicated to you before implementing the amendment or modification request.**
* **Delite Global Nest may not accept amendment requests if the service (e.g.: check-in or travel date) is within 24 Hours.**
* **In some cases, the refunds shall be done by the service provider directly to you and Delite Global Nest shall not be responsible for ensuring any refunds whatsoever.**
* **Your bank may debit its own separate charges from refunds made to your credit card or bank account.**
* **Delite Global Nest doesn't support changes and modifications to most online bookings once they're made.**

FLIGHTS TERMS OF USE

**Flight terms:**

* **The total price displayed on our Platforms includes all applicable government taxes.**
* **You are required to pay the entire amount prior to the confirmation of your booking.**
* **All flight bookings on our Platforms shall additionally be governed by the terms and conditions as laid out by the respective Airlines / Supplier. We recommend Customers to refer airlines terms and conditions before booking the ticket.**
* **By accepting our booking terms, you are deemed to have agreed to terms & conditions of the respective airlines.**
* **If you have purchased an airfare, please ensure you read the full terms and conditions of carriage issued by the airline or any other travel supplier, which can be found on that airline’s/supplier’s website.**
* **Airlines may, with or without notice, cancel or reschedule your flight. It is your responsibility to check on the scheduled departure time ahead of travel. Delite Global Nest may communicate this change in schedule with you on best effort basis.**
* **Delite Global Nest shall not be responsible for, or the failure to inform you of, any cancellation of your flights, or changes in your flight schedule. To minimise the impact on your travel plans, you are advised to purchase travel insurance to cover travel disruption.**
* **Passengers travelling with a medical condition or pregnancy may be required to produce a doctor’s certificate to be able to fly. Kindly confirm the airline’s policy in such cases before booking.**
* **Some countries may require a transit visa even if you just transit via airports in those countries. Delite Global Nest may present this data on best effort basis at the time of booking. However, you are solely responsible for checking this information before booking.**
* **It is mandatory for every passenger including children to present valid photo identification. The identification proofs accepted for domestic flights within India for Indian resident citizens, are Driver’s License, Voters Card, Aadhar Card and Passport. Without valid ID the guest will not be allowed to enter the airport premises or check in. Note- PAN Cards will not be accepted as a valid ID card. For international flights or international passengers on domestic flights, a Passport is mandatory.**
* **Infants must be accompanied by an adult at least 18 years of age.**
* **Infants must have valid proof-of-age documents showing that the infant is under 24 months old.**
* **To avail of infant fares, an infant must be under 24 months throughout the entire itinerary you are booking. This includes both Onward and Return journeys. If the infant is 24 months or above on the return journey, you'll need to make a separate booking using a child fare.**

**Policies for paid Add-ons and in-flight services:**

* **Additional payments may be charged by airlines for seat allocations, meals, extra baggage or other extra services offered by them (hereby collectively referred to as “Add-on” or “Add-ons”).**
* **In the case of some airlines, for flights where there is no change in flight number (‘via flights’), Customers may purchase Add-ons only for one of the multiple legs of the journey and services like meals will be served only on one of the multiple legs of the journey.**
* **In the case of some airlines, for multi-sector flights, Customers may purchase Add-ons for the connecting sectors. The additional payment charged for these services shall be per flight in such a case.**
* **Add-on requests are taken on request basis only and are subject to airlines confirmation. If there is no availability or the airlines does not confirm these additional services, we shall refund any additional amount collected for these services.**
* **Once booked, any charges collected for Add-ons shall be refunded based on the airline’s policy.**
* **Selection of meals is subject to substitution or change as per availability.**
* **Cancellations and refunds of booked Add-ons shall be subject to the respective airline’s policy.**
* **Any changes in Add-ons booked by you shall be subject to the respective airline’s policy.**
* **To avail the Add-ons, the e-ticket printout must be presented to the airline crew, failing which it may not be fulfilled.**

**Policies for Preferences and Frequent Flyer Miles:**

* **Any requests regarding seat allocation, meal preferences, frequent flyer, or any other requests collected at the time of booking are not guaranteed**
* **For any information regarding your frequent flyer miles, please contact the airline directly via phone or during check in.**

**Check in:**

* **In the case of most airlines, the standard check-in time begins 2-4 hours before departure for domestic flights and 3-5 hours before departure for international flights.**
* **At certain congested airports, it is recommended to reach at least 2 hours before departure time in the case of domestic flights and at least 3 hours in the case of international flights for check in. Airlines may send out a notice to passengers to arrive early at airports during congestion times.**
* **Certain Airlines have specific check-in rules and customers are requested to verify these rules before booking. For Example - Passengers need to check-in at least 2 hrs prior departure for Air India and Air India Express domestic flights, else may be considered as a no-show.**
* **Delite Global Nest shall not be responsible if you are not allowed to fly because of late check-in by the airlines.**
* **It is mandatory for every passenger including children to present a valid ticket copy and a valid photo identification at the time of check-in. The identification proofs accepted for domestic flights within India for Indian resident citizens, are Driver’s License, Voters Card, Aadhar Card and Passport. Without valid ID the guest will not be allowed to enter the airport premises or check in. Note- PAN Cards will not be accepted as a valid ID card. For international flights or international passengers on domestic flights, a Passport is mandatory.**
* **You may need to carry appropriates travel permissions (Valid Passport, Visa, Immigration clearance etc.) done before departure. Delite Global Nest shall not be responsible if you are not allowed to fly because of any such reasons by the airlines.**

**Air Carrier Rules:**

* **The Airline reserves the right to deny admission or boarding for onward or return flights, in case the Customer fails to board any segment of the travel for his itinerary. Delite Global Nest shall not be responsible or liable for such refusal of admission or boarding.**
* **The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (purchasing two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (purchasing tickets including segments which the purchaser does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flyer miles and other benefits, additional charges to the purchaser's credit card, additional charges collected at the airport, or future invoicing.**

**Airline Cancellation / Rescheduling Policy:**

* **Sometimes circumstances beyond airlines control may result in flight delays or cancellations.**
* **Circumstances beyond airlines’ control can include, without limitation, weather; air traffic control; mechanical failures; acts of terrorism; acts of nature; force majeure; strikes; riots; wars; hostilities; disturbances; governmental regulations, orders, demands or requirements; shortages of critical manpower, parts or materials; labour unrest; etc.**
* **Airlines reserve the right to cancel, reschedule or delay the commencement or continuance of a flight or to alter the stopping place or to deviate from the route of the journey or to change the type of aircraft in use without prior notice and without incurring any liability for damages or otherwise to the passengers or any other person whatsoever.**
* **One airline does not connect to other airlines (unless in the case of partner or codeshare airlines which are part of the same airline PNR) and is not responsible for any losses incurred by passengers while trying to connect to or from other airlines.**
* **In the case of flight cancellation by the airline, Delite Global Nest and some airlines will attempt to contact the main passenger on the itinerary using contact information from the reservations process. However, we suggest that passengers confirm their itineraries at least 24 hours prior to departure.**
* **In the case of flight cancellation by the airline,** 
  1. **Some (but not all) airlines may try to rebook you on the next flight with available seats, in the same class of service as your original flight, at no additional charge.**
  2. **Some (but not all) airlines may try to rebook you in a higher class of service if the original class is full.**
  3. **If your ticket is for business or first class and space is not available, some (but not all) airlines may often try to rebook you in a lower class and offer a partial refund.**
  4. **Delite Global Nest may offer to cancel and rebook another flight or airline carrier to your destination from the ones available at that time. In most such cases, the total cost of the cancelled flight will be refunded back to you as per standard Delite Global Nest refund policy and fresh payments shall be collected for the new alternate flight booking.**
  5. **If you opt not to fly due to the cancelled flight, you will often be issued a refund for the unused portion of the ticket.**
  6. **You will often be issued a refund for Add-ons (extra services like meals, seat allocation, baggage, etc.) booked on cancelled flight if you opt not to fly due to the cancelled flight.**
* **Further, if Delite Global Nest or the airline is unable to reach you on the phone numbers provided, then an email will be sent to the email address given by the Customer, and the Customer should exercise their options within 24 hours of email being sent, failing which the Customer shall be deemed to have accepted and the airline will conclude – as under:** 
  1. **the revised timing in case of rescheduled flight is accepted by the Customer and shall entertain further changes only as per standard policy**
  2. **that for cancelled flight, the Customer does not find it suitable to travel on another scheduled flight of the airline on same day/ another day, subject to availability, and will thus cancel the booking and process full refund to the mode of payment.**
* **Delite Global Nest may charge convenience fee at the time of booking along with the flight fare. This convenience fee is non-refundable in case of flight cancellation by the airline.**
* **In India, in the case of flight delays of more than 2 hours or rescheduling for an earlier time by more than 1 hour, Customers are entitled to a full refund or re-booking onto an alternative flight at no additional cost subject to availability. These terms may be different in other countries and airlines. You are responsible for checking the airline’s policy for flight delays or cancellations before booking. Delite Global Nest shall not be liable.**
* **Airlines may carry forward your Add-ons (extra services like meals, seat allocation, baggage, etc.) booked on delayed or rescheduled flights at no extra cost or refund as per the airline’s policy in case they are unavailable on the rescheduled flights.**
* **Passengers who have not provided valid contact information at the time of booking may not be entitled to receive any compensation.**
* **There may be additional terms and conditions or terms and condition may vary from the ones mentioned above from airline to airline with relation to flight delays or cancellations. You are responsible for checking the airline’s policy for flight delays or cancellations before booking. Delite Global Nest shall not be liable.**

**Customer Cancellation Policy:**

* **All refundable class bookings made on Delite Global Nest are subject to cancellation charges levied by the airline, which may vary by flight and booking class.**
* **Cancellation charges for the same airlines can vary based on the sector flown, fare type, fare class, fare basis and the condition on which the fare was booked.**
* **In certain low fares, these cancellation charges may be higher than the total ticket fare. Such bookings are deemed non-cancellable and non-refundable.**
* **The airline cancellation fee is charged per sector per passenger.**
* **Airline cancellation charges displayed on our Platforms at the time of booking are indicative. Delite Global Nest does not guarantee or warrant this information.**
* **Airline cancellation charges are subject to change by the Airline at its sole discretion and without notice to Delite Global Nest. You may verify the cancellation charges at the time of cancellation with Delite Global Nest or the airline. Delite Global Nest shall not be liable if cancellation charges shown on our Platforms have been changed by the airline. In such a case, we may display the old cancellation charges while you have booked your travel, but you shall be charged as per the new cancellation fee schedule of the airline at the time of cancellation.**
* **In case, our Platforms do not mention the cancellation charges or do not display a cancellation policy for a booking, it should be considered as non-cancellable and non-refundable.**
* **Passengers are required to re-confirm all cancellation charges prior to any cancellations.**
* **In the case of Cancellation of flights within 24 hours of flight time, Customers may have to contact the airline directly to get their reservation cancelled and then inform us with valid documentation within 48 hours for refunds. Delite Global Nest shall not be responsible for ensuring the cancellation of tickets. The sole liability to confirm the same with the airline shall lie with the Customers.**
* **In the case of cancellation of flights with more than 24 hours of flight time, cancellations can be done online (for certain bookings) as well as through our call centre. Only those cancellation requests which are made either online or on the phone to our Customer support team shall be entertained. Delite Global Nest shall not be liable to entertain any cancellation requests made directly to the airline without intimating Delite Global Nest and also through any other medium including, but not limited to, SMS or e-mail.**
* **Offline cancellations: Cancellation requests may be requested through the phone. However, Delite Global Nest cancellation fee for such offline cancellations may be higher.**
* **Online cancellations: Cancellations for most flights can be made online by signing in to your Delite Global Nest Account.**
* **To cancel the tickets online, Customers shall have to complete the following procedure:** 
  1. **Access your booking by logging on to your account on Delite Global Nest.**
  2. **Click on Request Cancellation against the tickets you have booked.**
  3. **Customers can select and cancel their entire booking or part of the booking.**
  4. **A confirmation of cancellation will be sent via email and SMS to the Customer**
* **Partial cancellation may not be allowed on discounted return and multi-city fare tickets.**
* **Airlines stop accepting cancellation requests 2 - 75 hours before departure of the flight, depending on the airline. You are responsible for checking the cancellation rules the airline before booking or cancelling. Delite Global Nest shall not be liable.**
* **If you have done a 'Web/Tele Check-in' with the airline, you may have to get in touch with the airline for cancellation. In some cases, Delite Global Nest may not be able to process the refund and will not take any responsibility for the same.**
* **In addition to airline cancellation charges, Delite Global Nest may charge a cancellation fee as follows per sector per passenger:**

| Travel Type | **Cancellation Type** | **Delite Global Nest Cancellation Fee** |
| --- | --- | --- |
| Domestic | Online | ₹ 300 |
| Domestic | Offline | ₹ 300 |
| International | Online | ₹ 500 |
| International | Offline | ₹ 500 |

* **The aforesaid amount may be changed by Delite Global Nest at its sole discretion and without notice to the Customer. You shall be responsible for checking regularly on our Platforms to see if there has been any change in the same.**
* **Delite Global Nest may charge convenience fee at the time of booking along with the flight fare. This convenience fee is non-refundable in case of booking cancellation by the Customer.**
* **For all non-refundable class bookings, the airline cancellation fee is the same amount as the base fare and may include certain components of taxes and fee.**
* **This is not applicable on any promotional fares offered by airlines as cancellation charges for those will depend on the promotional offer. Some airlines have promotional fares which may be completely non-refundable.**

**Customer Rescheduling Policy:**

* **Delite Global Nest can assist you with rescheduling for most flight bookings. In some cases, though, you'll need to contact the airline directly.**
* **Most bookings made through Delite Global Nest can also be rescheduled by calling up the Airline Call Centre directly.**
* **Bookings made on Delite Global Nest may be subject to rescheduling charges levied by the airline, which may vary by flight and booking class.**
* **Rescheduling charges for the same airlines can vary based on the sector flown, fare type, fare class, fare basis and the condition on which the fare was booked.**
* **The airline rescheduling fee is charged per sector per passenger.**
* **Airline rescheduling charges displayed on our Platforms at the time of booking are indicative. Delite Global Nest does not guarantee or warrant this information.**
* **Airline rescheduling charges are subject to change by the Airline at its sole discretion and without notice to Delite Global Nest. You may verify the rescheduling charges at the time of rescheduling with Delite Global Nest or the airline. Delite Global Nest shall not be liable if the rescheduling charges shown on our Platforms have been changed by the airline. In such a case, we may display the old rescheduling charges while you have booked your travel, but you shall be charged as per the new cancellation fee schedule of the airline at the time of rescheduling.**
* **Passengers are required to re-confirm all rescheduling charges prior to any amendments.**
* **Rescheduling can be done only 24 hours prior to the flight with Delite Global Nest. After that rescheduling requests shall be accepted on best effort basis at the sole discretion of Delite Global Nest. Delite Global Nest shall not be responsible for ensuring the rescheduling of tickets.**
* **In the case of rescheduling of flights with more than 24 hours of flight time, rescheduling can be done online (for certain bookings) as well as through our call centre. Only those rescheduling requests which are made either online or on the phone to our Customer support team shall be entertained. Delite Global Nest shall not be liable to entertain any rescheduling requests made directly to the airline without intimating Delite Global Nest and also through any other medium including, but not limited to, SMS or e-mail. Rescheduling requests may be requested through the phone. However, Delite Global Nest cancellation fee for such offline cancellations may be higher.**
* **If you reschedule your booking, you will be charged the applicable difference in fare, if any, when rescheduling along with the rescheduling charges. However, if the new fare is lower than the original fare, then the difference in the amount will not be refunded, but the re-booking charges as applicable will be collected.**
* **Airlines stop accepting rescheduling requests 2 - 75 hours before departure of the flight, depending on the airline.**
* **If you have done a 'Web/Tele Check-in' with the airline, you may have to get in touch with the airline for rescheduling. In some cases, Delite Global Nest may not be able to help and will not take any responsibility for the same.**
* **In addition to airline rescheduling charges, Delite Global Nest charges a rescheduling fee as follows per person per sector:**

| Travel Type | **Rescheduling Type** | **Delite Global Nest Rescheduling Fee** |
| --- | --- | --- |
| Domestic | Online | ₹ 300 |
| Domestic | Offline | ₹ 300 |
| International | Online | ₹ 500 |
| International | Offline | ₹ 500 |

* **The aforesaid amount may be changed by Delite Global Nest at its sole discretion and without notice to the Customer. You shall be responsible for checking regularly on our Platforms to see if there has been any change in the same.**
* **Delite Global Nest may charge convenience fee at the time of booking along with the flight fare. This convenience fee is non-refundable, non-adjustable and non-transferable in case the booking is rescheduled.**
* **Every airline has a different rescheduling policy. In case this is not available or not displayed at the time of booking, the same can be availed at any time by asking Delite Global Nest’s support team.**
* **Airline rescheduling charges and Delite Global Nest rescheduling fee are both non-refundable, non-adjustable and non-transferable in case a rescheduled booking incurs any cancellations or further rescheduling.**
* **Depending on the airline's policy, rescheduling of some booked fares may not be allowed. You are responsible for checking the airline’s rescheduling policy before booking and Delite Global Nest shall not be liable.**

**Refunds:**

* It is mandatory to contact Delite Global Nest for all refunds, as the airline will not be able to refund your tickets booked at our Platforms. You are required to contact Delite Global Nest for refunds, even if cancellation has been requested directly through the airlines.
* In case, you have cancelled your booking directly with the airlines or in the case of a No-Show, you will need to inform Delite Global Nest via phone or email with valid documentation as required by the airlines in order to initiate the refund process. It is advisable to contact Delite Global Nest within 48 hours of the cancellation/rescheduling request. Any later would require you to send a scanned copy of your E-Ticket endorsed by the airlines to Delite Global Nest.
* Processing times for cancellation and refund requests vary.
* In most cases, refunds are processed within 30 days from the date of the cancellation request being made.
* The refund will be credited back to the same account from where the payment was made or credited to the Customer’s wallet account. For example, if you used a credit card for booking, Delite Global Nest will make an appropriate charge reversal on the same credit card.
* In some special cases, a charge reversal may not be possible. For example, deactivation or expiry of the credit card used during booking. In such a case, other modes of payment may be used. Understandably, the refund process time taken for special cases may take more time than usual.
* Delite Global Nest shall refund your cancellation only after the respective Airline/Service Provider acknowledges and/or processes your eligible refund. In case an airline ceases its flight operations, any refund owed by the airline to the passenger will be processed by Delite Global Nest only after receiving the same from the airline.
* If you need a refund for paper tickets, please send them back to us. Your tickets must reach us within 48 hours of the time of cancellation so that we can get them endorsed by the airline for you.
* If your paper ticket gets lost or damaged, the airline will not be able to process a refund request.
* There will be no refund for 'no-shows' or any partially unused flights.
* For any cancellation made by you for which refund is already processed and if it is found that you have used/made changes to the ticket on the same PNR directly with the airline, Delite Global Nest reserves the right to debit your original mode of payment against the amount which has been refunded to you.

HOTEL TERMS OF USE

**The following are the general Terms of use applicable to Hotels on our Platforms:**

* It is mandatory for every guest staying at the hotel to present valid photo identification at the time of check-in. The identification proofs accepted for domestic hotels within India for Indian resident citizens, are Driver’s License, Voters Card, and Passport. Without valid ID the guest will not be allowed to check in. Note that PAN Cards will not be accepted as a valid ID card. For international hotels or international visitors, a Passport is mandatory.
* Check-in time and check-out time is as per hotel policy & terms. Early check-in or late check-out request is subject to availability and the hotel might charge you extra for it. Please note that the check-in time and check-out time is subject to change as per hotel policy & seasonality. The times for Check-in and Check-out on our Platforms are merely for reference which may be outdated or temporarily changed. Delite Global Nest does not guarantee or warrant this information and the guests are required to confirm these times directly with the hotel before booking or check in.
* In case your check-in time has not been intimated to the hotel, the rooms may be released by the hotel after 5 pm on check-in date. Hence, we recommend you communicate your check-in time to the hotel in case it may be later than 5 pm.
* You may contact the hotel directly for any special requests during your stay using the booking confirmation details. However, the hotel may charge extra for such services.
* Your hotel may undergo renovations during your stay. During this period, guests may experience some noise or light disturbances, and some hotel facilities and services may not be available. It is the guests’ responsibility to check such information directly with the hotel before booking. Delite Global Nest shall not be responsible.
* Some hotels may be supplied by a third-party partner supplier other than the hotel themselves.
* Policy and charges for children vary from hotel to hotel. It is the guests’ responsibility to check such information directly with the hotel before booking. Delite Global Nest shall not be responsible.
* Policy and charges for pets vary from hotel to hotel. Most hotels do not allow pets. It is the guests’ responsibility to check such information directly with the hotel before booking. Delite Global Nest shall not be responsible.
* Hotels may charge a mandatory meal surcharge on festive periods e.g. Christmas, New Year's Eve, or other festivals as decided by the hotel. All additional charges (including mandatory meal surcharges) need to be cleared directly at the hotel.
* Your stay does not include additional personal expenses like airport transfers, telephone charges, meals that aren't part of your meal plan, any hotel services you use (like laundry and room service) or tips unless specifically specified. The hotel will charge you directly for these when you book or use these services or upon check out.
* You acknowledge that some hotels may require a mandatory security deposit for incidentals upon check-in for each night of the stay. The deposit can be paid in cash or by credit card upon check-in. This deposit may be adjusted against usage and consumptions at the hotel and the balance may be refunded, but subject to the damage inspection of the property. Please contact the property directly for more information on the charges. Delite Global Nest shall not be responsible.
* All cash payments at the hotel must be in the local currency of the hotel’s location. The hotel may allow certain foreign currencies based on the currency exchange rates set by the hotel and may charge a surcharge on it.
* The hotel pictures/information on our Platforms, including amenities and facilities, are provided by the hotel or a third party. This information is for reference only. For any discrepancy that exists between the pictures on our Platforms and actual settings, Delite Global Nest is not liable and responsible.
* All information related to distances on our Platforms (Airport/Station etc.) are approximate and the actual driving distances may vary based on the route taken.
* Hotels may deny check-in for various reasons strictly subject to the Hotel Policies and Delite Global Nest will not be responsible for such check-in denials. No refund would be applicable in case the hotel denies check-in under such circumstances. The reasons for which the hotel may deny check-in include, but are not limited to:
  1. The primary guest is not at least 18 years old or the age specified in the hotel’s terms and conditions.
  2. The guest(s) do not have a valid ID card.
  3. Hotels may not allow local residents to check-in as guests. Hotels may deny check-in to guests providing Id Proof of the same city as the hotel itself.
  4. Unmarried/unrelated couples may not be allowed to check-in. Similarly, accommodation can be denied to guests posing as a ‘Couple’ if suitable proof of identification is not presented at check-in.
  5. Accommodation can be denied to guests posing as a 'couple' if suitable proof of identification is not presented at check-in.
  6. The guest fails to provide a valid credit card or cash as a security deposit for incidentals which may be required as per the Hotel’s terms during check-in.
  7. The guest fails to produce the physical credit card used for booking during check-in.
  8. The hotel reserves the right of admission as mentioned in its terms of use. It is the guests’ responsibility to check such information directly with the hotel before booking. Delite Global Nest shall not be responsible.
* Certain hotel bookings may require a credit card guarantee. A No Show may result in forfeiture of the guarantee amount.
* Before payment, your booking is only provisional and the hotel has no obligation to reserve a room for you unless specifically specified otherwise.
* The hotel shall confirm your booking post authorising and verifying the credit card details. The hotel may deny your booking if it is not able to authenticate and verify the credit card details as per its terms and conditions.
* The tax recovery charges which we charge you on prepaid hotel transactions represent the estimated transaction taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, service tax, goods and service tax, etc.) that we pay to the hotel supplier in connection with your hotel reservations. They do not represent a collection of taxes from you for us to remit to the applicable tax authorities. Service fee are retained by Delite Global Nest for servicing the travel reservation. Any applicable taxes on this service fee is subject to goods and service tax which we charge you to remit to the applicable tax authorities.
* Local/city taxes may not be a part of the booking amount collected at the time of booking. Such taxes are applicable in some hotels and may vary based on the hotel’s location and category and also on seasonality. These charges may be collected by the hotel at the time of check-in or check-out. Delite Global Nest shall not be liable to provide information about Local/city taxes. It is the guests’ responsibility to check such information directly with the hotel before booking. Delite Global Nest shall try to provide this information on best effort basis.
* In some cases, room booking requests may be taken on “On Request” basis. In such a case, we try to confirm the rooms with the hotel on best effort basis. If such a room is not confirmed, we shall refund any amount collected against such a request.

**Cancellation Policies:**

* The Cancellation Policies of the Hotels are dynamic and may change for every room within the same booking. The Cancellation Policy prevailing at the time of booking by the Customer will be the applicable policy.
* If the booking is cancelled, or you don't show up at the hotel (no-show), cancellation charges will have to be paid as per the set policy for the booking.
* In the event of cancellation of hotels guaranteed by debit/credit card, the money shall be debited from your debit/credit card directly as per Cancellation Policy of the booking.
* In case, our Platforms do not mention the cancellation charges or do not display a cancellation policy for a booking, it should be considered as non-cancellable and non-refundable.
* Non-refundable bookings made through our portal are non-cancellable and cannot be modified.
* Cancellations can be done online (for certain bookings) as well as through our call centre. Only those cancellation requests which are made either online or on the phone to our Customer support team shall be entertained. Delite Global Nest shall not be liable to entertain any cancellation requests made directly to the hotel without intimating Delite Global Nest and also through any other medium including, but not limited to, SMS or e-mail.
* Offline cancellations & modifications: Cancellation requests may also be requested through the phone. However, Delite Global Nest cancellation charges for such offline cancellations may be higher.
* Online cancellations: Cancellations for most hotel rooms can be made online by signing in to your Delite Global Nest Account.
* To cancel the hotel rooms online, Customers shall have to complete the following procedure:
  1. Access your booking by logging on to your account on Delite Global Nest.
  2. Click on Request Cancellation against the booking you have booked.
  3. Customers can select and cancel their entire booking (all rooms) or part of the booking (selected rooms).
  4. A confirmation of cancellation will be sent via email and SMS to the Customer
* Partial cancellations or date modifications for one room may not be allowed.
* If you have made additional payments for any additional services or extended stays directly with the hotel, you are responsible for the cancellation of these additional services or extended stays directly with the hotel. Delite Global Nest shall not be liable.
* In addition to the hotel cancellation charges, Delite Global Nest may levy Delite Global Nest Cancellation Fee for each cancellation per room as follows:

| **Cancellation Type** | **Delite Global Nest Cancellation Fee** |
| --- | --- |
| Online | ₹ 300 |
| Offline | ₹ 300 |

* The aforesaid amount may be changed by Delite Global Nest at its sole discretion and without notice to the Customer. You shall be responsible for checking regularly on our Platforms to see if there has been any change in the same.
* Delite Global Nest may charge convenience fee at the time of booking along with the total hotel cost. This convenience fee is non-refundable in case of cancellation by the Customer, or by the hotel due to any reason.
* Delite Global Nest doesn't support changes and modifications to online bookings once they're made.
* Don't call the hotel directly for reservation changes or cancellations. The hotel's agents can't make changes to or process refunds for these specially-negotiated rates.
* For hotel booking secured by making a part payment, the remaining payment must be made by the stipulated Due Date else the first payment amount shall be forfeited.
* Cancellation requests have to be made at least 4 hours prior to the cancellation date and time mentioned on the booking.
* All cancellation times are calculated based on hotel’s local time unless specified.

**Refund Policy:**

* It is mandatory to contact Delite Global Nest for all refunds, as the hotel will not be able to refund for hotels booked at our Platforms. You are required to contact Delite Global Nest for refunds, even if cancellation has been requested directly through the hotel.
* All cancellations made directly with the Hotel need to be intimated to Delite Global Nest with valid documentation in order to initiate the refunds process.
* Processing times for cancellation and refund requests vary.
* Once you have cancelled your reservation, you will receive a confirmation email stating that your room has been cancelled.
* In most cases, the refund shall be processed within 30 days from the date of the cancellation request being made.
* The refund will be credited back to the same account from where the payment was made or credited to the Customer’s account balance. For example, if you used a credit card for booking, Delite Global Nest will make an appropriate charge reversal on the same credit card.
* In some special cases, a charge reversal may not be possible. For example, deactivation or expiry of the credit card used during booking. In such a case, other modes of payment may be used. Understandably, the refund process time taken for special cases may take more time than usual.
* Refund for 'no-show' or early check-out shall be as per the booking policy or hotel’s policy. There may be no refunds in most cases.

**Pay at Hotel Policies:**

* If you opt for Pay at Hotel, you agree to pay the stated total booking amount directly to the hotel at the time of check-in.
* The total price shown is the amount you shall pay to the hotel, Delite Global Nest does not charge for this reservation, administration or any other fee.
* Since it's a Pay at the hotel booking, you may be contacted by the hotel for a payment guarantee before arrival.
* In case you cancel hotels after the free cancellation period, the said cancellation charges shall be debited from your credit card directly as per Cancellation Policy of the booking. In some cases, there may be no free cancellation period and a part or the entire booking amount may be charged to your credit card upon cancellation at any time after the booking.
* If you don't show up at the hotel (No Show), you may still be charged a cancellation fee which may be the entire booking amount and the hotel will debit the amount from your card directly.
* All cash payments at the hotel must be in the local currency of the hotel’s location. The hotel may allow certain foreign currencies based on the currency exchange rates set by the hotel and may charge a surcharge on it.

ACTIVITIES TERMS OF USE

**The following are the general Terms of use applicable to Activities on our Platforms:**

* Some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier’s rules and restrictions may result in:
  1. Cancellation of your reservation(s);
  2. Denial to access to the applicable travel product or services;
  3. Forfeiture of any monies paid for such reservation(s); and/or
  4. Us debiting your account for any costs we incur as a result of such violation.

TRIPS TERMS OF USE

The Trips section and feature on our Platforms has been designed to facilitate travel planning and organisation and to collaborate your itineraries and travel information in one place.

You are solely responsible for the travel information and other content that you upload, transmit or share with us or others on or through Trips and you represent and warrant that you are not transmitting or sharing Trips Information you do not have permission to share. When you provide us with Trips information or make a booking through our Platforms you authorise us to make copies as we deem necessary in order to facilitate the storage and assimilation of the Trips information. By providing us Trips information you represent and warrant that you have the right to give us, an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to freely sublicense) to use, copy, modify, reformat, translate, syndicate, and distribute that Trips Information we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, that Trips information. You may remove your Trips information from Trips at any time, but the license that you have granted will remain in effect. You understand that we do not control, and we are not responsible for reviewing Trips Information. However, we reserve the right to review, edit, or delete any Trips information or your account at any time.

WALLET TERMS OF USE

Delite Global Nest wallet is a convenient online account to store funds and promotional cashback that can then be used to make Travel Product bookings on Delite Global Nest. Delite Global Nest Wallet Credits or simply, Delite Global Nest Credits are Delite Global Nest’s wallet currency which can be used to make payments for bookings at any point in time. Delite Global Nest Credits can be earned through refunds from a Cancelled Booking for which the payment has been made by the customer. When you cancel your booking and choose refund mode as Delite Global Nest Wallet, you will get Delite Global Nest Credits in your account. You can also set this as default by accessing your Profile and Preferences. You can redeem gift vouchers sent to you and add the value of the gift voucher as Delite Global Nest Credits in your wallet and use the same for any future bookings. Delite Global Nest Credits can also be earned by participating in various promotional activities of Delite Global Nest as cashbacks and rewards. Any Delite Global Nest Credits credited to your Delite Global Nest Wallet account post a cancellation or failed booking is refundable upon request into the same card/account used for making the payment at the time of booking.

**Wallet terms and conditions:**

* In the case of cancellation of bookings made through Delite Global Nest Wallet, the refunds if any after deducting cancellation charges will be processed back into that Delite Global Nest Wallet account only.
* In the case of bookings paid through a debit or credit card issued outside India, the refund amount cannot be transferred to Delite Global Nest Wallet and is refundable into the same card/card account used for making the payment at the time of booking.
* Funds once transferred to Delite Global Nest Wallet after the Customer’s consent can be refunded back only at the sole discretion of Delite Global Nest.
* Customers agree that they will not raise any chargeback request with their card issuing bank or entity for those amounts which are transferred to their Delite Global Nest Wallet account after their consent. Any such chargebacks from the card issuer or bank will be denied by Delite Global Nest, and Delite Global Nest reserves its rights to recover the money from the customer for any chargebacks requested and made in contravention of this clause by any means possible. Delite Global Nest has the sole discretion for rewarding the Delite Global Nest Wallet user with promotional offers, monitoring and temporarily suspending the Delite Global Nest Wallet account in case of any chargebacks or similar issues, etc.
* Delite Global Nest Wallet account cannot be deleted and is linked with your Delite Global Nest account. You may choose not to use it.
* Directly transferring money to Delite Global Nest Wallet account is not permitted.
* Delite Global Nest reserves the rights to modify the terms and conditions of wallet at its sole discretion.

PARTIAL PAY TERMS OF USE

Partial Pay (hereby referred to as “Partial Pay”) is a feature and service offering on Delite Global Nest which allows Customers to book Travel Products by paying an initial partial amount (hereby referred to as “Initial Partial Amount”) of the total fare and the balance amount (hereby referred to as “Balance Amount”) at a later date within a specified time frame (the latest date of this time frame is hereby referred to as “Due Date”). By purchasing any of the products on Delite Global Nest offering Partial Pay (hereby referred to as “Partial Pay Booking”), customers agree to strictly comply with the terms and conditions set forth herewith.

**Partial Pay terms and conditions:**

* All terms and conditions as mentioned in the overall Terms of Delite Global Nest apply to Partial Pay Bookings.
* The availability of Partial Pay option is based on a variety of factors solely determined by Delite Global Nest.
* The Initial Partial Amount, Balance Amount, and Due Date are calculated and displayed at the time of booking a Partial Pay Booking and are set at the sole discretion of Delite Global Nest. By purchasing a Partial Pay Booking, Customers are deemed to agree with the Initial Partial Amount, Balance Amount, and Due Date set and displayed by Delite Global Nest.
* Customers must agree to pay the mentioned Initial Partial Amount in order to initiate the Partial Pay Booking.
* In case Customers book any Add-ons with the Partial Pay Booking, the total amount of these Add-ons shall be added to the Initial Partial Amount.
* In addition to the Initial Partial Amount, Delite Global Nest may charge a convenience fee on the booking. In the case of cancellation or rescheduling of a booking, the convenience fee is non-refundable, non-adjustable and non-transferable.
* Customers agree that it is their sole responsibility to remember and return back to clear the Balance Amount before the Due Date. Delite Global Nest is not liable to remind or follow up with Customers regarding the Balance Amount.
* Delite Global Nest, at its discretion, reserves the right to contact Customers by means of phone calls, text messages (SMS), emails and other modes of communication to remind or follow up with Customers regarding the Balance Amount. Some of these reminder communications may be automated and Customers may receive them even after the Balance Amount.
* The Initial Partial Amount paid by Customers is non-refundable, non-adjustable and non-transferable.
* Customers must agree to pay the mentioned Balance Amount in order to confirm the Partial Pay Booking.
* Delite Global Nest shall consider the Partial Pay Booking as fully paid only if the Customer’s Balance Amount is cleared and credited to Delite Global Nest’s Bank account or Payment Gateway account on or before the Due Date. In case the Customer uses offline payment options like cheque, demand draft, RTGS, NEFT, etc. such payments must clear in Delite Global Nest’s account on or before the Due Date.
* Delite Global Nest is not obligated to share the e-ticket or Confirmation Voucher if the Customer does not clear the Balance Amount on or before the Due Date.
* If any instance of balance payment against a Partial Pay Booking is received after the Due Date, Delite Global Nest reserves the right to disallow acceptance of such payments. Delayed payments shall be returned either to the Customer’s account balance or via the payment gateway used by them or via cheque within thirty (30) days. Customers agree that no litigation or negotiations can be brought upon Delite Global Nest, in such a case.
* In case, any payment instrument (like cheques) issued by the Customer for Balance Amount fails to clear our bank accounts, the Customer is deemed to pay additional payment return charges when attempting another payment in the future. Delite Global Nest reserves the rights to refuse to accept certain payment instruments (like cheques) from such Customers or their specific accounts for future payments in such a case. Any payments in lieu of returned payments must clear on or before the Due Date.
* Delite Global Nest reserves the right to forfeit the Initial Partial Amount paid by the Customer and cancel the Partial Pay Booking without any prior intimation in case the Customer does not clear the Balance Amount on or before the Due Date. Delite Global Nest shall not be responsible or liable for any loss or damage that may be caused to the Customer(s) as a consequence of such cancellation of the booking.
* Even if the Customer has sufficient account balance to pay the Balance Amount of a Partial Pay Booking, the Customer will have to access his account and make payment for their booking via account balance (or any other mode of payment from the ones available). Delite Global Nest shall not directly debit the account balance without the Customer’s authorization.
* In case a Customer cancels a Partial Pay Booking before the Balance Amount payment, the Initial Partial Amount paid by the Customer shall be forfeited.
* In case a Customer cancels a Partial Pay Booking after the Balance Amount payment, the Initial Partial Amount paid by the Customer shall not be refunded. Any balance amount shall be refunded after adjusting the cancellation amount as per that booking’s policy which may be more than the Initial Partial Amount as per that booking’s cancellation policy.
* In case a Customer wishes to reschedule a Partial Pay Booking, the Initial Partial Amount paid by the Customer is adjusted against the total cost of the new booking after deducting the applicable rescheduling charges and fee. Rescheduling or modifications on certain Partial Pay Bookings may not be allowed.
* In case the Customer cancels or reschedules a Partial Pay Booking, any amount collected from the Customer for Add-ons booked with the Partial Pay Booking will be refunded or transferred as per Delite Global Nest’s, and Service provider’s terms and conditions as mentioned above.

VISA OBLIGATIONS OF THE CUSTOMER

The travel bookings done by Delite Global Nest are subject to the applicable requirements of Visa which are to be obtained by the individual traveller. Delite Global Nest is not responsible for any issues, including the inability to travel, arising out of such Visa requirements and is also not liable to refund for the untraveled bookings due to any such reason.

DESTINATION INFORMATION

When our Platforms provide information about a destination, we are not suggesting that travel to such places is advisable or risk-free. We are not liable for damages or losses that may result from you deciding to travel to such destinations.

GEEK FARES

In the case of Geek Fares, our Platforms display search results for a combination of Travel Products, e.g. separate flight merged as one itinerary, or two one way flights shown together as one itinerary. If you use these search results, you will make two or more different bookings with different rules and policies. Each flight may have different rules for baggage fee, change fee, and refunds. Any changes made to one of your bookings will not affect the other booking. For example, if your initial flight is cancelled by either you or the airline, the other airline with which you booked within your itinerary, is not obligated to issue a refund or change your itinerary. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a Customer to make changes to the other flight, the Customer will be responsible for any fee incurred for making changes to the unaffected flight.

If you are travelling internationally, you may need to provide proof that you have a return flight at check in and at immigration or for visa application.

SMART SORT

Smart Sort is the default sort on our website for various products and services. Smart Sort sorts search results on the basis of Delite Global Nest’s unique proprietary algorithm. This enables sorting of results based on various factors like price, duration, the number of stops, popularity, etc. We may optimise this sorting algorithm to provide you with the best of experience. Accordingly, we may also change the default sort order and logic behind the algorithm at our own discretion. Delite Global Nest is not liable to offer any explanation on the logic behind our proprietary algorithm.

ACCURACY OF CONTENT

Please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee the correctness, completeness, accuracy or quality of content on our Platforms. Certain or all content concerning travel services, weather, currency information, prices, and taxes has been provided to our Platforms by service providers or travel agencies connected to our Platforms. On this basis, we would recommend that you should get in touch with authorities, embassies, tourist information desks, and other applicable institutions in order to help verify the accuracy of the Content. You may use our Platforms and content on it at your own risk.

WARRANTY DISCLAIMER

Our Platforms, all content, and services provided on our Platforms and all itineraries you obtain through Trips are provided on an "as-is" and "as-available" basis. Our content is largely generated in an automated fashion; errors can and do happen. We usually have many search results, but we may not be comprehensive and do not display all available providers and offers. Accordingly, we do not always display the lowest available price. Delite Global Nest expressly disclaims to the fullest extent permissible all warranties of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

CUSTOMER CONTENT

Certain areas of our Platforms may contain Customer-submitted material or content. Customer Content or reviews represent the views of the individual user and do not represent a statement, opinion recommendation or rating by Delite Global Nest. We do not guarantee or warrant the completeness, correctness, accuracy or quality of any Customer Content. If some time has passed since the posting, transmission, or uploading of Content it should be borne in mind that circumstances, hotels, resorts etc. might have changed.

CONTENT YOU UPLOAD OR SHARE

We love to hear from you.

Please be aware that by submitting content to our Platforms by electronic mail, postings on our Platforms, including any hotel reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions you grant Delite Global Nest and its subsidiary companies a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and use the name that you submit in connection with such Submission.

You must share or upload any material, content or review in a way that it does not disrupt, destroy, limit or otherwise negatively influence or modify the intended functionality of our Platforms. Especially when submitting reviews, you must do so only if you have personally used their service and be true, correct, accurate and provide information specific to the context.

When you contact us and any third parties by using our Platforms, or upload materials, content, reviews, ratings or any other information on our Platforms, you may not write or send any content deliberately or negligently which:

* Is abusive, threatening, offensive, defamatory, coercive, obscene, belligerent, glorifying violence, vulgar, sexually explicit, pornographic or otherwise objectionable,
* Is actionable or illicit;
* Is false or misleading;
* Is contrary to any applicable law;
* Violates third parties' intellectual property rights;
* Is racist, promotes illegal activity, incitement of the masses, bigotry or hatred;
* Does not provide an objective, meaningful and comprehensive insight (in case of reviews and ratings);
* Is unrelated to the area of our Platforms where it is posted;
* Transmits any ad or promo materials;
* Contains viruses, corrupted data or other harmful, disruptive or destructive files;
* Is objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or otherwise prohibited by applicable laws;
* Is of poor quality (in the case of media files like photos or videos); or
* Otherwise, breaches any other part of our Terms.

Delite Global Nest may use your name and other Personal Information which you provide to us alongside any content you submit and acknowledge that we may choose to provide attribution of your comments or reviews at our discretion. We may delete, modify or add content without prior or later notice and without explanations and/or reason. We may temporarily or permanently ban Customers who breach these Terms.

ACCESSING OUR PLATFORMS

We do not guarantee that our Platforms, or any content on it, will always be available or be uninterrupted. Access to our Platforms is permitted on a temporary basis. We may block, modify, suspend, withdraw, discontinue or change all or any part of our Platforms without notice. We will not be liable to you if for any reason our Platforms are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Platforms.

You are also responsible for ensuring that all persons who access our Platforms through your internet connection are aware of these Terms and other applicable terms and conditions and that they comply with them.

RIGHT TO REFUSE

Delite Global Nest at its sole discretion reserves the right to not accept any Customer order without assigning any reason thereof. Any contract to provide any service by Delite Global Nest is not complete until full money towards the service is received from the Customer and accepted by Delite Global Nest.

Without prejudice to the other remedies available to Delite Global Nest under these Terms, the TOS or under applicable law, Delite Global Nest may limit the Customer’s activity, or cancel the Customer’s bookings and/or other transactions on Delite Global Nest, or end the Customer’s listing, warn other Customers of the Customer’s actions, immediately temporarily/indefinitely suspend or terminate the Customer’s registration, and/or refuse to provide the Customer with access to Delite Global Nest’s Platforms if:

* The Customer is in breach of these Terms, the TOS and/or the documents it incorporates by reference;
* Delite Global Nest is unable to verify or authenticate any information provided by the Customer; or
* Delite Global Nest anticipates or believes that the Customer’s actions may infringe on any third-party rights or breach any applicable law or otherwise result in any liability to any Customers of our Platforms and/or Delite Global Nest.

Delite Global Nest may at any time in its sole discretion reinstate suspended Customers. Once the Customer has been indefinitely suspended the Customer shall not register or attempt to register with Delite Global Nest or use its Platforms in any manner whatsoever until such time that the Customer is reinstated by Delite Global Nest.

Notwithstanding the foregoing, if the Customer breaches these Terms, the TOS or the documents it incorporates by reference, Delite Global Nest reserves the right to recover any amounts due and owing by the Customer to Delite Global Nest and/or the service provider and to take strict legal action as Delite Global Nest deems necessary.

RIGHT TO CANCELLATION BY DELITE GLOBAL NEST IN CASE OF INVALID INFORMATION FROM THE CUSTOMER

Customers expressly undertake to provide to Delite Global Nest only correct and valid information while requesting for any services under these Terms, and not to make any misrepresentation of facts at all. Any default on part of the Customer would vitiate these Terms and shall disentitle the Customer from availing the services from Delite Global Nest.

In case Delite Global Nest discovers or has reasons to believe at any time during or after receiving a request for services from the Customer that the request for services is either unauthorised or the information provided by the Customer is not correct or that any fact has been misrepresented by the Customer, Delite Global Nest in its sole discretion shall have the unrestricted right to take any steps against the Customer(s), including cancellation of the bookings, etc. without any prior intimation to the Customer(s). In such an event, Delite Global Nest shall not be responsible or liable for any loss or damage that may be caused to the Customer(s) as a consequence of such cancellation of booking or services.

The Customer unequivocally indemnifies Delite Global Nest of any such claim or liability and shall not hold Delite Global Nest responsible for any loss or damage arising out of measures taken by Delite Global Nest for safeguarding its own interest and that of its genuine Customers. This would also include Delite Global Nest denying/cancelling any bookings on account of suspected fraud transactions.

LOSS OF PERSONAL DATA

Delite Global Nest shall not be liable in case of loss of any data provided by you either stored in your account or any other part of our Platforms. It is your job to create backup copies and replace any information you provide to us at your expense.

You must ensure that you have continued access to your email id that you provide to us while registering. In the case of discontinued access to an email ID, you must duly transfer your account to another email address before losing access to the old email address. (e.g. in the case of changing employer). Delite Global Nest shall not be liable in case of loss of access to our Platforms or any data stored within it on this account.

If you install any software or enable any service that stores information from our Platforms on any mobile device or computer, it is your responsibility, prior to transfer or disposal of such device, to remove your information or otherwise disable access to such software or service, in order to prevent unauthorised access to your information or account.

YOUR ACCOUNT AND PASSWORD

When you register with our Platforms, you must take appropriate measures to safeguard your account information and sensitive information like the password. You will be responsible for all use of our Platforms by you, anyone using your password and login information (with or without your permission). If you have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorised disclosure or use of your information or computer or mobile device used to access our Platforms), you must promptly change your Personal information that is affected. It is the duty of the Customer to notify Delite Global Nest immediately in writing of any unauthorised use of their password or account or any other breach of security. Delite Global Nest will not be liable for any loss that may be incurred by the Customer as a result of unauthorised use of his password or account, either with or without his knowledge. Customers shall not use anyone else's password at any time.

VIRUSES, HACKING OR UNAUTHORISED ACCESS

We do not guarantee that our Platforms will be secure or free from viruses, worms, bugs, Trojan horses, or any other malicious codes which could have a destructive, vitiating, disruptive or other negative impacts. You are responsible for configuring your information technology, computer programs, and devices in order to access our Platforms. You should use your own virus protection software.

You must not use any robot, spider, other automatic devices, or manual process to monitor or copy our Platforms or the content contained herein (screen scraping) without our prior expressed written permission. You must not use any device, software or routine to interfere or attempt to interfere with the proper working of our Platforms or any listing, offer or transaction being conducted on our Platforms. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

You must not misuse our Platforms by knowingly or unknowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platforms, the server on which our Platforms are stored or any server, computer or database connected to our Platforms. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence. In the event of such misuse, breach or abuse of our Platforms, your right to use our Platforms will cease immediately. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

ADVERTISERS ON DELITE GLOBAL NEST

Delite Global Nest may display advertisements and other content (hereby collectively referred to as “Ads”) on certain portions on its Platforms. The content and representation of such Ads is not in control of Delite Global Nest and is controlled directly by a third party. Delite Global Nest is not responsible for any errors, omissions or representations on any of the Ads. Delite Global Nest does not endorse any advertiser on its web pages in any manner. The Customers are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

We, along with our corporate affiliates, the Travel Providers, and other licensors own all of the text, images, software, trademarks, service marks or other material contained on our Platforms. You must not copy or transmit any of the material except for your personal, non-commercial use. All copyright, trademark and other proprietary rights notices presented on our Platforms must appear on all copies you print. Your use of and access to our Platforms does not grant you any license or right to use any of the marks included on our Platforms. Any kind of copying, duplication, distribution, commercial exploitation, modification, adding and/or deletion is prohibited, including the integration of any content on external websites.

We respect the intellectual property rights of others and we prohibit Customers from uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights on our Platforms. If you believe that your trademark or copyright rights have been violated, please send us a written notification to our address mentioned in the [Contact Us](https://agent.aertrip.com/contactus) section.

LINKING TO OUR SITE

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Platforms in any website that is not owned by you. Our Platforms must not be framed on any other site, nor may you create a link to any part of our Platforms other than the homepage. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, you must take permissions from us in writing.

EXTERNAL LINKS

Our Platforms may contain links to other websites that we do not operate or control and for which we are not responsible. We provide these links for your reference and convenience and do not endorse the contents of other websites and accept no responsibility for them or for any loss or damages that may arise from your use of them. You should refer to the separate Terms of use, privacy policies, and other rules posted on other websites before you use them. You agree not to create a link from any website, including any website controlled by you, to our Platforms.

COMPENSATION

You agree to defend and fully compensate Delite Global Nest and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited, to reasonable legal and accounting fee, brought by third parties as a result of:

* Your breach of these Terms of Use or the documents referenced herein;
* Your violation of any applicable law including but not limited to violation of intellectual property rights of a third party;
* Your use of this Website.

INDEMNIFICATION

Customers agree to indemnify, defend and hold harmless Delite Global Nest and its Platforms and the respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fee and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Delite Global Nest and/or its affiliates, partner websites and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the Customer pursuant to these Terms.

Customers shall be solely and exclusively liable for any breach of any country specific rules and regulations or general code of conduct and Delite Global Nest cannot be held responsible for the same.

RELATIONSHIP

None of the provisions of any agreement, terms and conditions, notices, or the right to use our Platforms by Customers contained herein or any other section or pages of our Platforms or its partner websites, shall be deemed to constitute a partnership between the Customer and Delite Global Nest and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

LEGAL JURISDICTION

These Terms are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Mumbai, India.

SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

CHANGES TO THESE TERMS AND OUR PLATFORMS

We may revise these Terms for any reason at any time, by amending this page. Delite Global Nest is not liable to communicate changes in these Terms to whomsoever. Please review these Terms periodically for changes, as they are a binding on you. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with our Platforms in any way, you can immediately terminate use of our Platforms. By continuing use of our Platforms following the posting of modified Terms, you confirm to accept these Terms of use and agree to comply with them.

**Delite Global Nest**