



NOW IT IS AGREED BY THE PARTIES HERE TO AS MENTIONED IN TERMS AND CONDITION  
(ANNEXURE - I) COVENANTS OF MEMBER PURCHASER (ANNEXURE II),  
MEMBERSHIP BENEFITS (ANNEXURE-III) AND HOLIDAY BENEFITS (IV) AS FOLLOWS:

### TERMS AND CONDITIONS (ANNEXURE - I)

- 1) The second party hereby agrees to purchase a membership of FLYSCAPE SERVICES PRIVATE LIMITED & FLYSCAPE SERVICES PRIVATE LIMITED accepts the same, subject to this Agreement.
- 2) The application for membership of FLYSCAPE SERVICES PRIVATE LIMITED along with a copy of proof of identity and proof of address needs to be submitted. The membership fees mentioned should be paid via Credit card/Debit card favoring of FLYSCAPE SERVICES PRIVATE LIMITED Payable locally and should be submitted with this Agreement, for cash payment should be paid at FLYSCAPE SERVICES PRIVATE LIMITED ACCOUNTS DEPARTMENT at of FLYSCAPE SERVICES PRIVATE LIMITED Office and proper receipt should be obtained. The company will not be responsible for cash payments made or allegedly made to company's sales personnel, other employees or Marketing Associates against receipts on letter head, stamp paper etc.
- 3) It understood The Annual Subscription Fee (ASF) are Rs 12999 for studio accommodation type for two adults and two kids (below 12 years). / 4 Adult/4 Kids executive room charges (ASF) are Rs. 17999 needs to be paid at the time of booking. Failure to pay the said amount or any other amount due shall be a default and members cannot utilize the facilities until the dues are clear.
- 4) All holidays are subject to availability as we follow a floating week. Every effort is made to keep our booking system transparent and members get an opportunity to book first week. 14th Dec to 10th January is blocked out dates and booking will be confirmed subject to availability.
- 5) Renting or selling your membership can be done through your personal contacts. FLYSCAPE SERVICES PRIVATE LIMITED does not engage and resale of membership.
- 6) This is a limited and exclusive membership offer. (This membership is non-cancellable and non-refundable in any circumstances). After using one week vacation or one year PB facilities then you can cancel membership. If member cancel the agreement 60% paid amount will be forfeited and 40% amount will be refunded to member. Member cannot cancel this membership for any personal reasons.
- 7) The ASF Shall payable every year from the date of the signing of the agreement and if the second Party Fails to honor the payment of ASF for two Calendar year then the amount paid by the second Party shall be forfeited and membership would be cancelled. The ASF is mandatorily payable irrespective of usage of the vacations/facilities/amenities by second party.





8) The second party understands that he/ she are bound by the Rules & Regulations and Bye-Laws of with FLYSCAPE SERVICES PRIVATE LIMITED in force and as duly amended from time to time. The decision of the management of FLYSCAPE SERVICES PRIVATE LIMITED would be final in all matters relating to admission of members and in the matters concerning the member's activities. Apart from these Terms & Conditions as mentioned above, all other statutes as applicable shall be binding on the members. Any problem arising by sudden change in law would be an Act of state and the company would not be held responsible for consequences of such changes.

9) Second party understands that he/she are bound by Rules & Regulations of FLYSCAPE SERVICES The decision of the management of FLYSCAPE SERVICES PRIVATE LIMITED would be final in all matters . Apart from these Terms & Conditions as mentioned above, all status as applicable shall be binding on Second party. Any amendment or enactment of a legislation resulting in additional obligations on First Party or changing the nature of any activity undertaken by First Party to the detriment of the First Party, then the provisions in this Agreement to the extent the additional obligations are imposed on the First Party and the provisions in this agreement to the extent the law applicable is changing the nature of the activity undertaken by the first party would be considered as extinguished before the amendment or enactment of the legislation coming into force and the company would not be held responsible for consequences of such changes.

10) The second party understands that he/ she should furnish their change of address; telephone numbers etc., if any to customers Care Dept., to keep member's record up to date. In case a discontinued member reapplies for membership, the outstanding would be transferred to the new membership account. I permit. FLYSCAPE SERVICES PRIVATE LIMITED to contact me via phone/ SMS or E-mail for any services and services and schemes/offers in the future.

11) The FLYSCAPE SERVICES PRIVATE LIMITED reserve the right to alter, amend, change or modify the tour package and itineraries before or during the tour in the event when such changes may be-necessitated due to unforeseen circumstances or factors beyond our control and Force Majeure events such as strikes, fairs, festivals, sport events, weather conditions, traffic problems, over booking of hotels cancellation closure /Restricted entry at a place, fire, flood, storm, earthquake, Look-down, epidemic, pandemic, tempest, embargoes and/or any circumstances beyond the control of any Parties, viz., war (whether declared or undeclared), blockade, revolution, riots, insurrection, mobilization, civil commotion, strike, lockout, public enemies. In the event of such aforementioned circumstances, the Company shall promptly notify Second Party same as soon as practicable and endeavor to provide you available alternative options but under no circumstances refund or partial refund will be processed.

12) Sight seeing's can be arranged, charges are to be paid by the member.





**13) Extra bed charges will be applicable.**

**14) Membership is for the period specified and is transferable only once.**

**15) Second Party Acknowledge and voluntarily agreed that a minimum of 30 days Prior Intimation has to be provided for domestic holidays and 45 Days prior intimation has to be provided for international holidays. The booking of rooms shall be made as per the vacations plan opted by the members. The booking would be subjected to the availability at that time. And tie up with the concerned property any additional request of rooms made by the member to FLYSCAPE SERVICES PRIVATE LIMITED RESERVATION TEAM shall be subject to availability and payment should be made in full. The SECOND PARTY understands and consents that he / she shall make the payment to avail the additional services as per the actual prevailing tariff of hotel at the confirmation of booking.**

**16) Second Party understands and undertakes that if he/she intends to gift any vacation to his/her relative/ friends at any point of time; the same shall be compulsorily intimated to FLYSCAPE SERVICES PRIVATE LIMITED in writing followed by furnishing KYC of the receiver within 15days. It is understood by the SECOND PARTY that no intimation / reminder shall be sent from FLYSCAPE SERVICES PRIVATE LIMITED in this respect and no vacation can be claimed if the same is not intimated in writing to FLYSCAPE SERVICES PRIVATE LIMITED.**

**17) Outside food/ beverages are not allowed in the Hotels/ Resorts. charges for consumable like food, beverages and other facilities availed by determined by the management from time to time and should be cleared on a day to day basis. No credit facilities will be extended to the member.**

**18) IT IS UNDERSTOOD BY THE II PARTY HERETO that only after submission of all the necessary documents and satisfactory verification of the same thereafter by FLYSCAPE SERVICES PRIVATE LIMITED welcome kit will be issued to the primary applicant. On completion 100% PAYMENT. Confirmation of a membership with FLYSCAPE SERVICES PRIVATE LIMITED The member consents to organization regularly reaching out or PHONE/EMAILS/SMS, updates on new schemes & other member value additions.**

**19) In any event of grievances, any disputes, claims or differences arising under this Vacation Purchase Agreement the Parties herein shall follow three steps to resolve the same. Firstly; the issue shall be referred to FLYSCAPE SERVICES PRIVATE LIMITED CUSTOMER CARE TEAM at [info@flyscapeservices.in](mailto:info@flyscapeservices.in) In the event where no resolution is reached secondly; it shall be referred to the FLYSCAPE SERVICES PRIVATE LIMITED LEGAL OFFICER, at [legal@flyscapeservices.in](mailto:legal@flyscapeservices.in) thereafter; if still the parties fail to reach any resolution of the dispute, then the proceedings can be commenced in accordance with the provisions of Arbitration and Conciliation Act, 1996 only.**





20) It is agreed between the parties herein that in the event of any disputes, claims or differences arising under the present purchase Agreement, the same shall be referred to ARBITRATION under the provisions of Arbitration and conciliation act 2013 and amendments thereof.

21) During 20th Dec 10th Jan (Goa Booking is subject to availability) time if occupancy in resort opted for is high, ONLY shorter holiday durations are provided to accommodate other members.

22) Holiday booking process you need to Co- Ordinate with our Customer Care Department and Holiday booking will be confirmed subject to availability.

23) On request for Flight ticket booking can be assist by staff if available on discount but the flight ticket charges / price will have to be paid by party of the second part in advance to the party of the first part.

24) The Second Party understands that he/she should furnish their change of address; telephone numbers etc. to FLYSCAPE SERVICES PRIVATE LIMITED Customer Care Department official email : [info@flyscapeservices.in](mailto:info@flyscapeservices.in) keep Second Party's record up to date.

25) Visa can be arranged for international locations by paying the charges / fees by member

26) During peak time if occupancy in resort opted is high, ONLY shorter holiday durations are provided to accommodate other members.

27) There should be minimum 4 months gap between 1st trip to 2nd trip of holiday in a particular year.

28) If member is using only 1 night for the trip then it will be considered as 2 night trips.

29) AND WHEREAS after the payment against the said package/charges by second party, First Party made online their (Second party) username and password provided on their online E-Mail/ WhatsApp/receipt.

I Hereby confirm that I have gone through the aforesaid Terms & Condition and Membership Benefits/Obligation and I have understood and accept the same.