

# Terms & Conditions

"FUTURE CHOICE HOSPITALITY" is a Proprietary product of FUTURE CHOICE HOSPITALITY INDIA LTD (FCHIL)

## ADMISSION TO FUTURE CHOICE HOSPITALITY

1. An applicant is admitted as a purchaser of Future Choice Hospitality only upon the realization of the down payment to Future Choice Hospitality and may agree to receive the balance product price in Installment under a payment plan of Future Choice Hospitality or any other finance scheme approved by Future Choice Hospitality. The applicant further binds himself / herself / itself irrevocably to pay the Installment amounts and undertake to ensure due and prompt payment under the installment scheme. Non-payment of the Installment/s shall amount to breach of purchaser's rules & amounts to cancellation of the purchase agreement.

**2. The applicant further RECOGNISES AND ACCEPTS that no money paid to Future Choice Hospitality is refundable in any manner.**

**(Except the Cancellation Policy no: - 6 A)**

3. The Future Choice Hospitality certificate shall be sent to the applicant within 30 working days of receiving the necessary documents and after compliance of the payment terms.

4. The purchaser is entitled for stay of 6nights/7days every year for the purchased period.

5. All bookings are to be made through email alone at [bookings@futurechoicehospitality.com](mailto:bookings@futurechoicehospitality.com). The reservation team would contact you and subject to availability would process the booking and the confirmation voucher would be sent to the primary applicant. Booking once confirmed will not be cancelled under any circumstances whatsoever and would be treated as availed bookings for yearly availed period i.e. 6nights/7days

## CANCELLATION POLICY

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

**(B) PRE-MATURE REFUND- If the management is satisfied that the special circumstances justify the grant of a premature refund then the FCHIL will refund only 50% of the deposited amount (TPF). If any purchaser fails to pay the total purchase fee amount or the cheque bounce, then the FCHIL is empowered to cancel/reject the purchase/membership and forfeit all deposited amount.**

**It must be noted that administration expenses are 25% of the total purchase fee which is non-refundable in any circumstances and reasons whatsoever.**

**The decision will be completely of the (FCHIL) management and any decision taken will be final and acceptable to the purchaser(s)**

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

Membership ID:

Name of Applicant:

Contact Number:

Name of the travelers:

Age of the travelers:

Check in Date:

Check out date:

Location:

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

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

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

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

## ENTITLEMENTS OF FUTURE CHOICE HOSPITALITY

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

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

13. No request for transfer of confirmation voucher shall be entertained by Future Choice Hospitality.

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

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

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

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

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18. **RESTRICTIONS ON USE OF HOLIDAYS:** With an intention to ensure that all purchasers get a fair chance of enjoying the holidays at different Future Choice Hospitality properties depending on the demand, FCHIL reserved the right to limit the number of rooms that can be booked simultaneously during one holiday.

19. **OCCUPANCY:** I/ we understand that the maximum number of occupants in Studio unit/Deluxe room is 02 adults and 02 kids (below the age of 06 years), one bedroom unit is 04 adults and 02 kids (below the age of 06 years) can accommodate in both the units. In case of upgradation of category from studio to 1BR 03 nights at the time of booking will be deducted from that year's 06 nights entitlement ex, 03 nights will only be availed in that year and all holidays will be subject to availability. For extra adult INR 1500 to INR 2000 will be charged for accommodation from the purchaser or will pay direct in property by purchaser.

20. **CARDS:** The purchaser(s) has right to avail the holiday in his specified or below category. The Future Choice Hospitality follows two cards category as mentioned.

**GOLD:** The purchaser(s) of gold can avail holidays throughout the year within minimum 15 days & maximum 90 days prior written intimation for booking of holidays.

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**SILVER:** The purchaser(s) of silver can avail holidays throughout the year within minimum 30 days & maximum 90 days prior written intimation for booking of holidays.

**In case of upgradation of category from silver to gold 02 nights at the time of booking will be deducted from that year's 06 nights entitlement ex, 04 nights will only be availed in that year and all holidays will be subject to availability.**

21. A purchaser shall pay AMC for Studio Rs.11,799 AI & 1BR Rs.17,699 AI which is applicable only for 6 nights/7 days, before availing holidays.

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

23. Revision in AMC shall be affected by FCHIL based on weighted average inflation on the basis of wholesale price index (WPI) consumer price index (CPI), published by Reserve Bank of India as relevant to the period immediately preceding the period of which AMC is fixed. In case a purchaser advances his / her/its holiday entitlement the AMC for the year(s) advanced is payable by the purchaser at the time of advancing at the rates prevailing on the date of request.

however, in the event the AMC amount of the advanced holidays is increased in the following year then the purchaser advancing the holiday shall be liable to remit the difference by which the amount of AMC payable for the advanced year has been increased/ decreased.

24. The annual maintenance charge (AMC) is collected from the purchaser for the purposes of overall maintenance of all the FCHNR (Future Choice Hospitality Notified Resort) and FCHAR (Future Choice hospitality Associated Resort) on yearly basis therefore the AMC is payable even if the purchaser does not avail his /her / its holiday during a particular year and the purchaser specifically agrees to the same.

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

## **Termination by FCHIL**

26. Default in payment of membership price / AMC by the purchaser. Default in payment of AMC in full or in part for two consecutive years by the purchaser.

Breach of house rules of FCHIL resorts located in India and outside India by the purchaser. Breach of contract/purchase agreement by the purchaser any other action by the purchaser and / or his / her / its guests or occurrence of any event or situation within the premises of company or at resorts located outside India which constitutes a criminal offence against the purchaser or those accompanying the purchaser.

## **Taxes**

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

## **General**

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

29. FCHIL shall provide hotels and resorts mentioned in associate list/website/app as per availability. In case the mentioned hotel and resort is not available similar category hotel and resort will be shared as per availability.

30. FCHIL has the right to withdraw any property from the list at any point without prior intimation. All bookings would be processed on first come first serve basis according to the eligibility of band of purchaser.

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

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

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

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

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

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

37. The purchaser can be denied using their vacations under this agreement if there is any other outstanding amount due from any other agreements payable to the first party.

38. If in case you are unable to use your membership nights during the entire membership tenure, then you may take a package equivalent to the amount of your membership, after the tenure is completed and subject to cleared all your dues.

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## **ARBITRATION AND JURISDICTION**

39. All disputes or differences arising between the parties as to the effect, validity or interpretation of the agreement or as their rights, duties or liabilities here under [disputes] shall be resolved by mutual discussion, the purchaser shall contact the central customer care team of FCHIL at [support@futurechoicehospitality.com](mailto:support@futurechoicehospitality.com). In the event the parties reach on resolution within thirty (30) days, then the purchaser shall discuss the issue with the resolution cell of the FCHIL at Noida. Thereafter, if the parties fail to reach an amicable solution even after discussions with the officers from the resolution cell, the purchaser may then adjudicate the dispute by way of binding arbitration before one arbitrator as per the provision contained under the arbitration and cancellation act 1996. The sole arbitrator shall be nominated by authorized person of the FCHIL alone. These arbitration proceedings shall be all in Delhi alone. The purchaser shall have no objection to the appointment of the arbitrator by the FCHIL and /or the authorized person of the first party. The parties further agree that the award of the arbitrator is binding upon the parties and that judgment upon the award rendered may be entered in the court of competent jurisdiction.

40. All disputes arising out of this agreement shall be subject to exclusive jurisdiction of the court situated at **Noida. (Gautam Buddha Nagar)**

## **COVENANTS OF PURCHASER**

41. The purchaser here by agrees to purchase vacations of FCHIL vacations and FCHIL accepts the same, subject to the terms and conditions of this agreement.

42. The purchaser has understood the benefits available under the vacations scheme which is more particularly listed out in this agreement. The purchaser further understands that no benefits other than those listed in this agreement will be available to the purchaser.

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

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

45. During the travel the vacationer and his/its accompanying will carry a valid identity proof.

## **FUTURE EXCHANGE PROGRAM:-**

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

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

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

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

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

## **COMMUNICATION /NOTICES**

46. Any notice required or desired to be given here under shall be in writing using the address as set forth below themselves or through their lawyers as deemed to be served on the address mentioned in this agreement for postal communication.

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

48. FCHIL will not entertain the bookings between 20th December to 10th January as these are the blackout dates. Booking requests can be considered as per availability. Any mandatory charges charged by the hotels and resorts during blackout dates will be payable the purchaser (s)

## **47. DECLARATIONS:**

**I/we here by agree to pay the AMC as fixed by the management of the FCHIL.**

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

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

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

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

For any assistance or query write us at email id [support@futurechoicehospitality.com](mailto:support@futurechoicehospitality.com)

## **Note:**

Customer care & reservation email services are active Monday to Saturday [10.30 am to 06:00 pm]. The email received after 05:00 pm will be responded on the next working day. The office will be closed on Sunday and all gazetted and national holidays.

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

For Future Choice Hospitality.

Name:

Applicant name

Co - Applicant Name

Authorised Signatory

Date :

Applicant Signature

Co-Applicant Signature