

BOOKING CONDITIONS

Applicability of the Agreement

This web site (hereinafter referred to as the "Site") is published and maintained by Traveller's Palm, a division of Odyssey Tours & Travels Private Limited, a company incorporated under the Companies Act, 1956 and existing in accordance with the laws of the Republic of India.

The following terms along with the applicable General Information shown on our website shall be applicable for your contract with Odyssey Tours & Travels Private Limited. Please note these carefully as they set out our respective rights and obligations. By confirming your booking with us, you also acknowledge that you have read these booking conditions and agreed to them.

These booking conditions will apply only to holiday arrangements which you confirm with us and which we are able to confirm with you or, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). Please note that "We", "us" and "our" means Odyssey Tours & Travels Private Limited.

1. Booking Your Travel

Online Form

You may book your travel arrangements by filling and submitting our online booking form, available on our website, specifying details of persons traveling and your travel. If it is a group booking then this should be completed and submitted by the `group leader'. The `group leader' is defined as the first named person on the booking form. The group leader is assumed to be authorised to make the bookings



on the basis of these booking conditions for all persons named on the booking list and the parent or guardian for all group members who are under 18 are authorized to make the bookings on their behalf. By submitting the Booking Form, the group leader confirms that he/she is so authorised. The group leader is responsible for ensuring that all payments due to us are made on time.

Payment of Deposit

You will also need to pay an advance deposit at this time. Please note that any acknowledgement of your booking request form which we send to you in the meantime is not a confirmation of your booking. We will also confirm your holiday if your requested arrangements are available subject only to minor amendment(s). Please check this carefully as soon as you receive it and contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

Disclaimer

We shall not be able to accept any liability if we are not notified of any inaccuracies in any document within 2 days of our sending it out, (with the exception of airline tickets - see below). We will do our best to rectify any mistake notified to us outside these time limits but you the costs involved in doing so shall have to be met by you.

We confirm flight bookings taking into account that you have double checked the name spellings of all travelers (first and last name(s) as they appear in each traveler's passport or any other photo identity proof that the traveler shall be carrying during the travel), and travel dates prior to submitting the Booking Form and thereafter instructing us to issue/print tickets. If this is not done and airline tickets are issued with incorrect names, it is not uncommon for airlines to impose standard cancellation charges (often up to 100%) and insist that a new reservation be made and paid for. We will not be liable to for any costs incurred to correct them.

If the arrangements requested on your Booking Form are not available, we will contact you to discuss alternative arrangements. We will refund your deposits only if we are unable to confirm your booking as requested, with the exception of minor amendment(s).

We will correspond with you by e-mail in relation to your booking. You must accordingly check your e-mails on a regular basis. We may also contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail.



Certain documents may need to be sent by post. References in these booking conditions to "send" and "in writing" include communication by e-mail.

You are requested to contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment). All e-mails should be sent to info@travellers-palm.com, unless otherwise instructed by us.

2. Third Party Account Information

By using the Account Access service in Odyssey's websites, the User authorizes Odyssey and its agents to access third party sites, including that of Banks and other payment gateways, designated by them or on their behalf for retrieving requested information.

While registering, the User will choose a password and is responsible for maintaining the confidentiality of the password and the account.

The User is fully responsible for all activities that occur while using their password or account. It is the duty of the User to notify Odyssey immediately in writing of any unauthorized use of their password or account or any other breach of security. Odyssey will not be liable for any loss that may be incurred by the User as a result of unauthorized use of his password or account, either with or without his knowledge. The User shall not use anyone else's password at any time

3. Payment Details

To book your chosen holiday arrangement, an advance of 25% of the total holiday cost (or full payment if booked within 3 calendar months prior to the start of your holiday) is required. Please note, a higher deposit or full payment may be due at the time of booking and/or an earlier balance due date may be applicable depending on the particular tour you have booked.

The balance of the holiday cost must be paid to us not less than 3 calendar months prior to departure. This date will be shown on the confirmation invoice. Reminders are NOT sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel



your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges depending on the date we reasonably treat your booking as cancelled.

4. Contractual Obligation

A binding contract between us comes into existence when we send our confirmation invoice to the group leader. We hereby agree that only Indian Law will apply to this contract and to any dispute, claim or other matter of any description which arises between us. All such disputes shall come under the jurisdiction of the High Court of Maharashtra.

5. The cost of your holiday arrangement

Please note that there might be a discrepancy in the price published in the website and that cost of travel arrangements are subjected to market fluctuations and might increase/decrease from time to time.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday or any other tax as applicable for the time being in force.

However, please note that this surcharge shall be levied only if the amount of any increase exceeds 2% of the total cost of your holiday (excluding amendment charges). If any surcharge is greater than 10% of the cost of your holiday (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us.



Grace period of 14 days from the issue date printed on the surcharge invoice is given to you to tell us if you want to choose option (b) or (c) as set out in clause 9 below. If we are not notified that you choose either of these options, within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge is to be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

6. Changes in Travel Itinerary By You

If you wish to make any changes to your confirmed holiday arrangement you must contact us immediately. Whilst we will try to accommodate your changed plan, we cannot guarantee if we will be able to meet any such requests. Wherever we can, an administration fee of USD 25 to USD 50 per person will be payable inclusive of any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. It may not be possible to make changes to certain travel arrangements (for example flights) after booking / tickets have been issued (as applicable) without paying cancellation charges which may be up to 100% of the cost of the arrangements in question as these are subject to third party terms and conditions.

If any member(s) of your party cannot travel, the person(s) concerned may transfer their place to someone else (introduced by you) provided we are notified not less than 2 weeks before departure. Where a transfer to a person of your choice can be made, an additional fee of USD 150 per person must be paid before the transfer can be effected. Any overdue balance payment must also be received. Please note that names on train and airline tickets cannot be changed.



7. Cancellation/No Show Policy By You

If you or any member of your group need to cancel your holiday once it has been confirmed, the group leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable in relation to cancelled travel arrangements. Flights may not be changeable or refundable tickets have been paid once for and issued. Cancellation of, or, changes to, flights may therefore incur a cancellation charge of up to 100% of that part of your booking.

Period before holiday start date within which written notification of cancellation is received by us (cancellation charge per person cancelling):

3 calendar months or more: Deposit(s)

1 to 2 calendar months: 50%

Less than 1 calendar month: 100%

After departure date: 100%

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate the price and re-invoice the remaining party members accordingly.

8. Special Requests and Medical Conditions / Disabilities

For any special request, please notify us at the time of booking. Although we will try to accommodate such request by contacting the relevant supplier, we regret we cannot guarantee if any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation does not mean that such



request will be met. Unless and until specifically confirmed, all such special requests are subject to availability. However, please note that, you are advised to obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfillment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your group has any medical condition or disability which may affect your holiday, please inform us before you confirm your booking so that you can be assisted in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You should promptly advise us if any medical condition or disability which may affect your holiday arrangement develops after your booking has been confirmed.

9. Insurance Policy

We consider sufficient and appropriate travel insurance to be a precondition for all travels. We advise you to purchase an appropriate travel insurance policy which provides adequate cover to meet your personal requirements in respect of at least cancellation, curtailment, medical expenses (including repatriation by air if necessary), death and personal injury, loss or damage of personal possessions. Should your insurance cover you in respect of the activities you intend to undertake, especially those of a hazardous or unusual nature.

Please read your insurance policy details carefully and carry them with you during the holiday.

10. Cancellation/Changes By Us

We start planning the holidays we offer many months in advance. Intermittently, we have to amend or modify website and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always make an effort to avoid changes and cancellations, we must reserve the right to do so.



However, we assure you that your confirmed booking, after full payment has been made, will be cancelled only when we are forced to do so as a result of certain unavoidable circumstances.

Most changes are insignificant. At times however we have to make a "substantial change". A substantial change is made before departure which, taking into account the information you give us at the time of booking can have a major affect on your holiday. Substantial changes are likely to include the following: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of accommodation area for the whole or a major part of the time you are away, and, in the case of tours, a substantial change of itinerary missing out one or more major destination substantially or altogether.

If we have to make a substantial change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for substantial changes) accepting the changed arrangements or
- (b) availing an alternative holiday from us, of a similar standard to that originally booked (if available). We will offer you at least one alternative holiday of equivalent or higher standard for which you have to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other than available holidays. You must pay the appropriate price of any such holiday. This will mean you paying more if it is more expensive or receiving a refund if it is cheaper than your cancelled holiday or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

However, please note that, compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where

(1) We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or



- (2) We have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached.
- (3) No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel or where a change is a minor one. A change of flight time of less than 12 hours, airline, type of aircraft (if advised) or destination airport will all be treated as minor changes.

Period before holiday start date that a significant change or cancellation is notified to you (compensation per person):

3 calendar months or more: Nil

1 to 2 calendar months: USD 25

Less than 1 calendar month: USD 50

Seldom, we may be forced by "force majeure" to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

11. Your Flight Details/Confirmation

We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation by the respective Airlines.

Specific instructions relating to departure and travel arrangements will be sent with your travel documents approximately 2 weeks prior to departure. You are required to accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.



Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specifically laid down.

Please note that to qualify as an infant, the person must be under 2 years of age at the date of any return international flight. To qualify as a child, the person must be between 2 and 11 years of age inclusively at the date of any return international flight.

12. Delayed/Denied Boarding

We regret we cannot offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any such unforeseen reasons.

If flight delay cause significant damages to your holiday arrangements, we shall try to accommodate you as much as possible but we do not guarantee as much.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements.

13. Force Majeure

Except where otherwise expressly stated in these contractual obligations, we regret we shall not accept responsibility or pay any reimbursement where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all



due care, foresee or avoid or any other act of God. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

14. Our Liability To You

- (1) It shall be our constant endeavour to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. Subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. However, the burden of proof of such negligence or failure to take care by us shall rest upon you.
- (2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 10 above
- (3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes services provided by independent suppliers.
- (4) The representation we make to you about the services we have agreed to provide or arrange as part of our contract will be used as the basis for deciding whether the services in question had been properly provided. If the particular services in question complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.



(5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is USD 500 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim subject to the preconditions of such damage.

- (6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will be able to pay you will be limited. The most we will be able to pay you for that claim or that part of a claim, if we are found liable to you on any basis, is the most the carrier or hotelier concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question. Please note: where a carrier or hotelier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we regret we will not be able to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier or hotelier for the complaint or claim in question.
- (7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description:
- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or
- (b) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.



(8) You are expected to provide ourselves and our insurers with all assistance we may reasonably require. You should also tell us and the supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you are expected to transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian are required to do so). You are also expected to agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

15. Your Complaints

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform the supplier of the service(s) in question in writing. If any complaint or problem is a serious one which is not resolved to your satisfaction by the supplier, you are requested to contact us in Goa using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot resolve it. If you remain dissatisfied please write to our Customer Services Department at Traveller's Palm, 2/286 Boa Viagem Road, Naikavaddo, Calangute, Goa - 403 516, India within 28 days of the end of your tour giving your booking reference and full details of your complaint. Only the group leader should write to us. If you fail to follow this simple complaint procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

16. Arbitration

Any dispute arising between you and us as a result of complaints and problems or thereafter, in connection with and arising from the holiday you booked with us, shall be referred to arbitration. The arbitration shall be carried out by a sole arbitrator. The decision of the arbitrator shall be final and binding on both the parties. The place of arbitration shall be Mumbai. The arbitration proceedings shall be in English language and shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time.



17. Damages

When you book with us, it is presumed that you accept the liability for any damage or loss caused by your behaviour or that of any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made directly to the concerned party or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) arising out of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all travelers to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service immediately and we shall not be responsible for his/her return travel arrangements.

18. Special Conditions by Third Party Suppliers

Many of the services which make up your holiday are provided by independent suppliers according to their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions.

In case of special train journey (like Deccan Odyssey, Royal Orient, Palace on Wheels, etc.) and high peak season bookings (from 20th Dec to 15th Jan) a separate cancellation policy is applicable (which would be advised as and when required).

Also there is a separate cancellation policy for some hotels like The Imperial in Delhi and all Oberoi, Taj and CGH Earth hotels, as these hotels are charging for 1 night retention charges if cancelled or amended 30 days in advance & retention for entire stay in cancelled or amended 8 days in advance.



There are some hotels, who normally ask for non-refundable deposit at the time of booking. This applies amongst others to hotels in Goa, Kerala, Lakshadweep, Andaman & Nicobar and wildlife resorts located near National Parks. Therefore you are requested to please check with us regarding the refund policy for above mentioned hotels.

19. General Information & Outdoor Activities

We may provide you with information about activities and excursions which are available at the place you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. We do not accept any liability for activities run by such independent operators. We however shall be liable for the negligence of ourselves or our employees during activities run by us resulting in your death or personal injury.

We cannot guarantee that information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as described these services are not under our control. If you feel that any of the activities or excursions referred to on our website and in our other advertising material which is not part of our contract are synonym to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

20. Passports, Visas and Health Conditions

The passport and visa requirements applicable at the time of printing for the holidays we offer are shown on our website. Requirements may vary and you are



required to check the up to date position in good time before departure. You must check passport and visa requirements with the Embassy or Consulate of the respective country(ies) to or through which you are intending to travel.

It is the group leader's responsibility to ensure that all members of the group are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be borne by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. Please note that if failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

21. Membership of Trade Associations

We are an active member of the Indian Association of Tour Operators (IATO), Travel Agents Association of India (TAAI), and the Pacific Asia Travel Association (PATA).

These trade associations' members help holiday makers to get the most from their travel and assist them with the best possible facilities at that time possible when things do not go according to plan. We are obliged to maintain a high standard of service to you by the Associations' Code of Conduct.

22. Accuracy of Advertisements

We do not guarantee the exactness of any service that may be provided to you. For instance, photographs of the interiors of the hotel rooms posted on our website have been sourced from the respective Hotel management the visual appeal of a room selected by you cannot be guaranteed by us. While we assure you of enjoyable holidays, we cannot and do not guarantee or represent that such tour will be as per your mental perception, imagination or thought about such tours. However, it shall be our endeavour to make this tour as enjoyable as possible.

Any disputes arising out of this service shall be subject to the exclusive jurisdiction of competent courts in the state of Maharashtra.



The information contained on our website and in our other advertising material is correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

23. Traveller's Palm Holidays

Many of our holidays may be described as "soft adventure" and at times involve traveling to remote places where the normal conveniences, comforts and structures of more developed parts of the world do not exist. It is impossible to guarantee that everything will go according to plan as conditions on the ground at the time (such as the weather) may require changes or make certain arrangements impossible. Please be understanding and tolerant in such situations as they are an unavoidable part of the experience and have a charm of their own.