

# Terms and Conditions

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## Definitions

In this agreement the following words shall have the following meanings:

**Ticket** - means any ticket issued by IRCTC. It is an authorization to travel using our ticket booking facility for the specified journey over the network of Indian Railways. This means an E-ticket.

**PRS - Passenger Reservation System.**

**Weekdays** - All the days of the week other than Sunday.

**E-ticket** - refers to a Railway reservation booked on this website

**Tatkal Ticket** - A ticket booked against Tatkal Quota against extra payment of premium charges as per extant Railway rules.

**Charting time** - The time at which the charts for a particular train are prepared, for pasting on the coaches/exhibition boards before the departure of the train.

**ERS (Electronic Reservation Slip)** - The printout in standard specified performa containing reservation particulars, and instructions for use which can be used by the Passenger along with the relevant authorized Identification, as travel authority for performing the journey. The user of ERS is governed by rules and instructions available on ERS itself.

**Virtual Reservation Message (VRM)** - A screen-shot of e-ticket displayed through Laptops/Mobile Devices is referred as Virtual Reservation Message (VRM).

**Short Message Service(SMS):** A text message having information e-ticket i.e. PNR and Journey details etc. received on customers' contact number is referred as Short Message Service(SMS)

**Customer / User:** Any person who utilizes the services of IRCTC eTicketing application through its websites or mobile applications.

**User Id / User Name:** Unique alphanumeric string created by Customer / User during registration process for identification on IRCTC eTicketing application. This User Id / User name along with password allows access to IRCTC eTicketing application and usage of services,

**PNR:** Numeric string short code for Passenger Name Record generated by Indian Railways PRS system. PNR provides information about

- a) the passenger, or a group of passengers travelling together along with their journey details.

- b) Status of ticket: Confirmed, on waiting list (WL) or is under reservation against cancellation (RAC).
- c) Details of the coach and seat number, class of travel, chart status, train name, train number, booking status, current status, journey time and fare.

**Reservation ID:** Numeric string which provides information about all details available with PNR as well as payment details like Payment option selected, Status of payment, Transaction charges etc.

## User Registration

### General User Registration

After successful registration on IRCTC ticketing website, you will be able to login through User ID and Password created at the time of registration. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You will also be default registered with [www.irctctourism.com](http://www.irctctourism.com)

- a) Immediately notify [care@irctc.co.in](mailto:care@irctc.co.in) of any unauthorized use of your password or account or any other breach of security, and
- b) Ensure that you Logout from your account at the end of each session. IRCTC cannot and will not be liable for any loss or damage arising from your failure to comply with this.

In order to maintain correct records in users' profile, IRCTC may time to time ask users to provide and verify their correct Email ID and Mobile numbers.

### International User Registration

Users from countries other than India and Non Resident Indian (NRI) can avail registration services to register themselves as Foreign Users by paying registration fee and by following the above user registration process. Once registered, Foreign Users can book tickets under Foreign Tourist Quota and General Quota.

## Services Offered

All the services given below are fully available on IRCTC Portal

### 1. Booking of e-tickets and tatkal tickets.

**E-ticket:** - E-ticket refers to a Railway reservation booked on this website, for the consummation of which the customer prints out an Electronic Reservation Slip, which, along with one of the authorized personal identification, constitutes the authority to travel, in lieu of the regular ticket on standard stationery.

**Tatkal Ticket:** - A ticket booked under Tatkal Quota defined by Railways against extra payment of premium charges as per extant Railway rules.

## 2. Quotas

List of Quotas available for Booking on IRCTC eTicketing platform:

- General
- Tatkal
- Premium Tatkal
- Ladies
- Lower Berth / Senior Citizen
- Divyaang
- Foreign Tourist

Tatkal Quota (TQ) berths/seats are earmarked in all-important trains in different classes except First Class Air-conditioned (1A) class. Ladies Quota (LD) is generally earmarked in Sleeper class (SL) and Second Sitting (2S).

## 3. Concessions

List of Concessions available for Booking on IRCTC eTicketing platform:

- Divyaang Concessions
- Journalist
- Senior Citizen
- Railway Pass

Note: Concessions on rail travel are governed by instructions and guidelines issued by Indian Railways and their applicability may change from time to time.

## 4. General enquiries

- Accommodation available for a train/date combination
- Current Status of reserved tickets
- Time Table
- Train Fare
- Trains available between a given pair of stations

## 5. Online cancellation facility for E-tickets

Online cancellation facility for E-tickets is available with extant limit as set by Indian Railways.

E-tickets cannot be cancelled at counters.

## 6. Boarding Point Change for E-tickets

Online facility to change boarding point for a journey is available with extant limit as set by Indian Railways.

## 7. Travel Insurance

Travel Insurance: Option of choosing Insurance coverage for passengers of all class who book e-ticket through online means with the ticket status of confirmed/RAC/Partially Confirmed berths in a group is available.

## 8. Current Booking

Facility is available to book vacant seats under Current booking after charting within the existing booking time limit specified by Railways.

## 9. Connecting Journey

Facility to book Connecting journey ticket on already booked ticket is available with extant limit as set by Indian Railways. While booking of connecting Journey train tickets passengers shall ascertain and take into consideration time limit between scheduled arrival of main train and schedule departure of connecting train.

## 10. IRCTC eWallet

IRCTC eWallet is a closed prepaid wallet under which user can deposit money in advance with IRCTC and can be used as payment option on IRCTC eTicketing platform for paying money at the time of booking tickets.

## 11. IRCTC Loyalty Programme

IRCTC Loyalty programme is a scheme for IRCTC users under which user can earn reward points on booking of tickets. Users can order Credit Card with partnering banks which can be used as payment option to book tickets on IRCTC as well as for payment outside IRCTC domain i.e. shopping websites etc.

## 12. Counter Ticket Services

IRCTC e-Ticketing platform following services related to Counter Tickets

- Online cancellation of Counter Tickets
- Online change of Boarding point of Counter Tickets

## Services NOT Offered

All the services given below are not available on IRCTC Portal.

- Reservation on Police/Military warrants, and INDRAIL passes and all types of Rail Travel Coupons or any Concessions.
- Tickets to cluster stations (Stations not on the route of the train).
- Reservation on pre-bought tickets, i.e. tickets already bought at stations.
- Reservation on tickets with Break Journey.
- Issue of duplicate tickets for lost, mutilated or torn tickets.
- Source cluster tickets (Tickets from a station not lying on the route of train).
- Bulk Booking for families and groups.
- Personal Collection of tickets by customers from any designated centers.
- The functionality of preponement/postponement of journey date and Train is not available at present for e tickets.

## General

The IRCTC provides only the facility for transacting with Indian Railway's PRS System through the Internet. Indian Railway's rules for reservation and booking apply to all such transactions along with special conditions imposed for Internet based booking. The special conditions and the terms of service applicable to Internet booking are detailed in this document.

The following terms and conditions will apply if you wish to use the Indian Railways online ticket booking service offered through the IRCTC website. Please go through the conditions carefully and if you accept them, you may register and transact on the site.

Please note that once you register yourself on the IRCTC site, you are deemed to have agreed to the terms and conditions set forth below. If You do not agree with all these terms and conditions, you must not transact on this Website. Once you have clicked the 'I Agree' button you have entered into a formal agreement with IRCTC for the purpose of transactions on this website.

- No user can register more than once on the site. Only single user registration is allowed on each unique Email Id and Mobile Number.
- More than one user ids registered on an Email Id and Mobile Number may lead to deactivation of User Id on IRCTC.
- If a user violates the terms and conditions of use by registering more than one User ID and or booking tickets on such multiple User ID' s, IRCTC reserves the right to deactivate all such user registrations and cancel any or all ticket booked using these registrations without any notice.
- In case a user has not provided all the required details on the registration page (incomplete or incorrect details), or has garbage/junk values or indulges in suspicious booking activities including usage of scripting tools, or Tatkal Softwares etc., IRCTC reserves the right to deactivate any such user and to release the tickets booked through such User IDs, without providing any reason. Further, no refund of ticket fare will be admissible in such cases of misuse.
- Further, if address incorrectly submitted by user at the time of registration, IRCTC reserves the right to deactivate such User ID.
- Users are advised to keep a maximum of six (6) passengers in their Master Passengers List. Keeping more than six (6) passengers in Master Passengers list would make Master List inaccessible for the user. However, Users will still be able to book tickets for other passengers by submitting entries directly in Passenger Reservation Page.
- **IRCTC Website and Mobile Apps are for your personal and non-commercial use.** Use of automation software and/or Scripting Software is strictly prohibited. If any unauthorized carrying out of business of procuring and supplying of Railway tickets using illegal automation software /scripting is found, IRCTC reserves the right to deactivate all such

users and release any tickets booked through such User IDs in PRS, without providing any reason. Further, no refund of ticket fare will be admissible in such cases.

- IRCTC's performance of this agreement is subject to existing laws and legal processes of Govt. Of India, and nothing contained in this agreement is in derogation of IRCTC's right to comply with law enforcement requests or requirements relating to your use of this Web Site or information provided to or gathered by IRCTC with respect to such use. You agree that IRCTC may provide details of your use of the Web Site to regulators or police or to any other third party, or in order to resolve disputes or complaints which relate to the Web Site, at IRCTC's complete discretion.
- If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.
- This agreement constitutes the entire agreement between the customer and IRCTC with respect to this Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and IRCTC with respect to this Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- **This agreement is made between IRCTC (Us) and The User (You), the individual, whose details are set out in the User Registration page.**

## [Ticket Booking](#)

**Supply by Us:** We agree to provide online ticket booking facilities to registered users who agree to the terms and condition set forth in this document.

**Standard of Service:** We will supply the service to you with reasonable care and skill.

### [Service Hours:](#)

Booking through Internet is allowed from 00:20 AM to 11:45 PM (Indian Standard Time) on all days including Sundays. Service hours are liable to be changed without prior notice.

**Opening day booking:** (120th day in advance, excluding the date of journey) will be available only after 8 AM.

Opening day means 120 days in advance of the date of journey (journey date not to be included) from train originating station. Please note that in case of some intercity day trains, the ARP (Advance Reservation Period) is less than 60 days.



For Tatkal booking, opening day means one day in advance from date of departure of train from originating station. For AC classes, Tatkal Booking commences at 10:00 AM and for Non AC classes, Tatkal Booking commences at 11:00 AM.

**Issue of Tickets:** You must be a registered user to use our site to book tickets and for any type of enquiries. No user can register more than once on the site. All payments towards the cost of the tickets issued will be through one of the payment mode provided on the payment page. To ensure security, your card details are NOT stored in our Website/Mobile Apps.

**Scope of Service:** IRCTC makes no guarantee that any service will be uninterrupted, timely, secure or error-free.

**Rules Governing the Booking of Tickets through Internet:** Normal Booking (Other than Tatkal Booking) is allowed for journey by any train from the train starting station to any intermediate halting station or to the destination of the train or from one halting station to another halting station on the train route subject to distance restriction prescribed for the concerned train.

**Example:** Suppose a train is running from New Delhi to Chennai with halting stations at Agra and Vijaywada, a passenger can book either for New Delhi-Agra, New Delhi-Vijayawada, New Delhi-Chennai, Agra-Vijaywada, Agra-Chennai or Vijayawada-Chennai subject to distance restrictions imposed by the Indian Railways.

All rules and regulations applicable for reservation of seats/berths and charging of fare for rail reservation on Indian Railway's PRS will also apply to reservation through the Internet.

Allotment of coach/berth/seats will be done as per existing allocation logic available in the PRS. We do not guarantee allotment of seat/berth of your choice. Furthermore, it is not possible for us to advise you whether your choice of berth is being allotted or not. In case a lady passenger alone or with children under 12 years, is willing to reserve berth/berths in ladies quota wherever earmarked, she can give choice 'Ladies' in the field of quota. If berths are available in ladies quota the system will allot accommodation in ladies cabin otherwise accommodation will be allotted in General quota, as available. In case of 1AC booking, Coach/Seat No will be given at the time of charting.

**Confirmation of Booking:** Your booking and reservation will be confirmed online, after you complete the transaction successfully. Further, the system will issue you a unique Transaction ID for each booking. The choice of Payment Gateway lies with you. If any one of the Payment Gateway is not functioning, please try the other one available. Booking of tickets is subject to realization of fare and the convenience fee (including GST) from concerned Bank through the Payment Gateway. You will be responsible for all charges, fees, duties, taxes and assessments arising out of your use of this Website.

If, for any reason, the reservation does not materialize, the entire amount debited from your card /bank /wallet account will be credited back to your source account. If you want to try for the same reservation again, it will be treated as a fresh booking.

**After booking tickets through this site,** the details of berth/seat number, RAC/Waitlist position at the time of booking, PNR No and a unique Reservation ID will appear on your screen. You must preserve the Reservation ID and all other details for future reference.

### **Electronic Reservation Slip (ERS)/Virtual Reservation Message (VRM)/ Short Message Service(SMS)**

- Electronic Reservation Slip (ERS)/Virtual Reservation Message (VRM)/ SMS sent by IRCTC along with any one of the prescribed ID proofs in original and the indication of the passenger(s)' name(s) in the Reservation Chart will authorize the passenger(s) to travel.
- ERS/VRM/SMS sent by IRCTC along with one of the prescribed proofs of identity in original will also authorize the passenger to enter the platform on the day of journey and he/she will not be required to purchase platform ticket.
- ERS/VRM/SMS sent by IRCTC along with original id proof will be required to be produced on demand by Ticket Checking Staff on the platform. The ERS/VRM/SMS sent by IRCTC along with the ID proof in original would be verified by TTE with the name and PNR on the chart. If the passenger fails to produce/display ERS/VRM/SMS sent by IRCTC due to any eventuality (loss, discharged mobile/laptop, etc.) but has the prescribed original proof of identity, penalty as applicable under Railway rules will be levied. The ticket checking staff on train/at station will give EFT for the same.

A maximum of six berths/seats can be booked at a time for a specified journey between any two stations served by the train subject to distance restrictions in force.

### **Tatkal Tickets Service**

Tatkal E-ticket can be booked for selected trains one day in advance excluding date of journey from the train originating station. It can be booked on the opening day from 10:00 hrs for AC class (2A/3A/CC/EC/3E) and at 11:00 hrs for Non- AC class(SL/FC/2S). e.g. if train is to depart from originating station on 2nd August, for AC class Tatkal Booking will commence at 10:00 AM and for Non AC class will commence at 11:00 AM on 1st August.

Tatkal Booking facility provides Confirmed / Waitlisted tickets against Tatkal quota, in any class except 1 AC, for journey between source/remote stations having Tatkal Quota to destination.

Maximum four passengers per PNR can be booked on Tatkal e-ticket.

Tatkal charges per passenger are in addition to normal ticket.

## Authorized IDs for Travel

The provision for specifying ID proof at the time of booking an e-ticket has been dispensed with. The accommodation booked is not transferable and is valid only if one of the passenger booked on an e-ticket in a transaction presents any of the following identity cards:

1. Passport
2. Voter Photo Identity card issued by Election Commission of India.
3. Driving Licence issued by RTO.
4. Pan Card issued by Income Tax Department.
5. Photo Identity card having serial number issued by Central / State Government.
6. Student Identity Card with photograph issued by recognized School/College for their students.
7. Nationalized Bank Passbook with photograph.
8. Credit Cards issued by Banks with laminated photograph.
9. Printed Unique Identification card "Aadhaar" or downloaded Aadhaar (e-Aadhaar).
10. m-Aadhaar when shown through m-Aadhaar mobile app by the passenger on his/her mobile after entering the password is accepted as proof of identity for undertaking journey in any reserved class.
11. Photo identity cards having serial number issued by public sector Undertakings of State/Central Government, District Administrations, Municipal bodies and Panchayat Administrations.
12. Passenger showing the Aadhaar/Driving Licence from the "Issued Document" section by logging into his/her DigiLocker account considered as valid proof of identity. (Documents uploaded by the user i.e. the document in "Uploaded Document" section will not be considered as a valid proof of identity).

For passengers other than Indian, their Country's Passport will constitute as sole authorized ID for travel.

The ID proofs should be carried in original during train journey and same will be accepted as proof of identity failing which the passengers will be treated as travelling without ticket and shall be dealt with as per extant Railway Rules.

## Payment Options

Booking of tickets is subject to realization of fare and the convenience fee (including GST) from concerned Bank through the Payment Gateway. If any one of the Payment Gateway is not functioning, please try the other one available. The choice of Payment Gateway lies with you.

**Ticket Confirmation Page:** After successful payment, Ticket Confirmation Page will be display to you with successfully PNR Details along with an option to Print Ticket.

**Booked Ticket History:** if the “Ticket Confirmation Page” is not displayed on your monitor due to power failure or Internet link failure or any other reason, please click the Booked Ticket History under My Account >> My Transactions.

**Booked Ticket History** page contains all the details of the tickets booked by you. If the reservation desired by you finds a place in the above page, you can note down the transaction id, PNR and other details. You are also advised to check your e-mail or contact IRCTC, if necessary.

In case user fails to check his "booked Tickets", does a repeated transaction, also fails to cancel the ticket. The user shall have no right to claim the amount. The loss on this account shall not be borne either by IRCTC or by the Banks /Payment Gateways.

[Click Here](#) to know the list of payment options available along with bank / payment gateway transaction charges.

**Charges:** You are required to pay the cost of ticket and convenience fee (+ GST) as indicated in the reservation page through any one of the payment options provided on the page.

- You will be responsible for all charges, fees, duties, taxes and assessments arising out of your use of this Website
- Non-authorization of payment more than once by payment gateway for tickets booked by you is liable to result in deregistration of your account with this site, without any notice.

## Cancellation/Refund/Modification of Tickets

### E-Tickets Cancellation

E-Tickets (Reservations) can be cancelled only through Internet till Chart preparation of the train and it is not allowed at face to face Railway Counters. If the user wishes to cancel his e-Ticket, he can do so till the time of chart preparation for the train through the Internet.

- Registered User can log on to [www.irctc.co.in](http://www.irctc.co.in) and go to Booked Tickets link and select the ticket to be cancelled and can initiate the cancellation by selecting the passengers to be cancelled.
- Cancellation would be confirmed online and the refund would be credited back to the account used for booking as for normal Internet tickets. If there is any partial cancellation of ticket, please ensure that the modified ticket (Electronic Reservation Slip) is printed separately. Please note that IRCTC Convenience Fee collected against successful booking of e-ticket is non-refundable under any circumstances.

For details, please refer to the [Indian Railways' rules for cancellation/Refund/Modification of Tickets.](#)

**Refund in Failed Transaction / Cancelled Tickets:** Though IRCTC's payment reconciliation team works on a 24 x 7 basis, IRCTC offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Customers card/bank accounts. This is on account of the multiplicity of organizations involved in processing of online transactions, the problems with Internet infrastructure currently available and working days/holidays of financial institutions.

In case a passenger faces any problem in cancelling an E-Ticket online, He should apply for cancellation by sending the E-ticket details through email to [etickets@irctc.co.in](mailto:etickets@irctc.co.in). IRCTC will process such cases with the Railways for grant of the due refund on behalf of the customer. The time taken and amount of refund granted in such cases is dependent on the merit of each case and is to be decided by the Railways and IRCTC will not be responsible for delays at the Railway end in any such case. Amount of Refund whenever received from the Railways shall be credited to the customer's account immediately.

#### **On Cancellation of tatkal tickets –**

- Partial cancellation of Tatkal e-tickets is allowed.
- No refund will be granted on cancellation of confirmed Tatkal tickets. For contingent cancellation & waitlisted Tatkal ticket cancellations, charges will be deducted as per existing Railway rules.

**Please note** that IRCTC Convenience Fee collected against successful booking of e-ticket is non-refundable under any circumstances.

#### **Modification of Tickets**

Change in Boarding Point: Through IRCTC's online eTicketing platform, customer can change/modify the Boarding station of already booked e-ticket prior to journey with extant limit as set by Indian Railways.

### [Rules & Policies](#)

[For Reservation Rules, please click here.](#)

[For Refund Rules, please click here.](#)

[For Other Rules, please click here.](#)

## Use of Tickets

You must check your ticket for errors, if any, as soon as you receive it. If an error is noticed and the ticket does not comply with the information set out in the reservation page, you must inform us of the same immediately at Phone no. **14646 OR 0755-6610661, 0755-4090600 (24X7)**.

Exclusion of liability for cancellation of trains: Please note that in case of cancellation/diversion/termination short of destination of trains, the Indian Railways Rules apply which contain limitations and exclusions relating to the liability of the Indian Railways to the customer in respect of loss or damage caused by the delay/diversion/termination short of destination and/or cancellation of any train, any missed connection, or closure of the Railway.

The IRCTC provides only the facility of interacting with the Indian Railway's PRS system through the Internet. The IRCTC is not responsible for providing train services or any other service through this site.

## Complaints Procedure

Customer Care Numbers: **14646** (Language: Hindi and English)(24 X 7)

### **For Railway tickets booked through IRCTC:**

General Information:

**[care@irctc.co.in](mailto:care@irctc.co.in)**

For Cancellation E-tickets:

**[etickets@irctc.co.in](mailto:etickets@irctc.co.in)**

For IRCTC iMudra Prepaid Wallet & Card User:

**[imudracare@irctc.co.in](mailto:imudracare@irctc.co.in)**

For IRCTC SBI Cobranded Credit/Loyalty Card users: **[loyaltyprogram@irctc.co.in](mailto:loyaltyprogram@irctc.co.in)**

### **Registered Office / Corporate Office**

Indian Railway Catering and Tourism Corporation Ltd.,  
B-148, 11th Floor, Statesman House,  
Barakhamba Road, New Delhi 110001

## Your Obligations

**General Obligations:** You shall access our web site only for lawful purposes and you shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of our web site. This Website is for your personal and non- commercial use. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, products or services obtained from this Website. You shall not create a hypertext link to the Website or "frame" the Website, except with the express advance written permission of IRCTC.

**Information Provided:** The information you provide in the Registration page must be complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Governmental request.

**Use of the Online Reservation Service and Mobile Reservation Service:** You may only use this service to make legitimate bookings / reservations i.e., you may not use this service to book tickets for the purpose of commercial resale and profit. Without limitation, any speculative, false or fraudulent reservation or any reservation in anticipation of demand is prohibited.

Non-authorization of payment more than once by payment gateway for tickets booked by you is liable to result in deregistration of your account with this site, without any notice.

**Customer Responsibility:** You confirm to us that you are 18 years of age or above and have the legal capacity to enter into this Agreement with us and that all information you provide in respect of your use of the service is true and accurate to the best of your knowledge and belief. You are responsible for the security of your password and for all transactions undertaken using your password through our service. The Password entered by you is transmitted in one- way encrypted form to our database and stored as such. Thus the Password will not be known even to IRCTC. You confirm that you are the authorized holder of the credit card or the original account holder used in the transactions you make using the site and you alone use the "id" and "password" you have created in the site. Railways/IRCTC will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for booking tickets on this site.

## Liability

**Limitation of Liability:** We shall not be liable to you save as expressly provided for in these terms and conditions and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise arising out of the use of the service or connection to the web site. To the maximum extent permitted by law, IRCTC and/or its respective suppliers hereby disclaims all warranties, terms and conditions with regard to this information, products and services including all implied warranties, terms and conditions, by statute, collaterally or otherwise, of satisfactory quality, fitness for a particular purpose, title and non-infringement in no event, shall IRCTC and / or its suppliers be liable for any loss of profit, loss of opportunity, loss of business, loss of revenue, wasted time, wasted costs, indirect, incidental, special or consequential loss arising out of, or in any way connected with the use of this Website or with the delay or inability to use this Web site or for any information, products and services obtained through this Website or otherwise arising out of the use of this website whether based on contract, tort, strict liability or otherwise, even if IRCTC or any of its suppliers has been advised of the possibility of damages.

**Accuracy of Information:** We shall use reasonable endeavors to check the accuracy of the information published on this web site. We give no warranty as to the accuracy of such information given on our web site and reserve the right to amend and vary the contents of this web site from time to time without notice. The IRCTC Sites/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of IRCTC and IRCTC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. IRCTC is not responsible for web casting or any other form of transmission received from any Linked Site nor is IRCTC responsible if the Linked Site is not working appropriately. IRCTC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by IRCTC of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any transactions with third parties including advertisers on this website or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. IRCTC shall not be responsible or liable for any part of any such dealings or promotions.

**Maximum Liability:** The maximum amount of our liability to you for all loss or damage arising out of your use of our web site and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the web site and this service) shall be limited to the value of the ticket purchased for your use through this service.



**Exclusion of Liability:** We shall not be liable to you for any of the following types of loss or damage arising out of your use of our web site and the service whether in contract or tort (including any liability for negligence howsoever arising out of or in connection with the performance of our obligations in the provision of the web site and this service):

- i. Loss of revenue, business, anticipated savings or profits; or
- ii. Any indirect or consequential loss howsoever arising.

**Exclusion of other Warranties/Remedies:** You acknowledge and agree that in entering into the Agreement, you do not rely on and shall have no remedy in respect of any statement, representation or warranty given by any person (including as to condition, quality and fitness for purpose). ALL warranties implied by statute, common law, custom or otherwise as to the standard of the service and the accuracy of any information (other than fraudulent misrepresentation) provided on this web site are hereby excluded.

**Force Majeure:** We shall not be liable to you in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances beyond our reasonable control.

## Termination

**Our Termination Rights:** We may at any time at our sole discretion and without giving any reason or any prior notice terminate or temporarily suspend your access to all or any part of the web site.

## **Governing Law**

Indian Law and the courts of New Delhi, India govern this Agreement and your use of the web site. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in New Delhi, India in all disputes arising out of or relating to the use of the IRCTC Sites/Services. Use of the IRCTC Sites/Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

**Entire Agreement:** This Agreement including any document referred to herein constitute the entire agreement between us and you in respect of your use of this service.

**Third Party Rights:** Nothing in this Agreement shall be taken as granting any rights expressly or implicitly whether contractual or statutory to persons other than you or us.

**Website Contents:** All content and software (if any) that is made available to view and/or download in connection with the IRCTC Sites/Services, excluding content and/or software that may be made available by end-users through a Communication Service, ("Software") is owned by and is the copyrighted work of IRCTC and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement").

No part of this site shall be reproduced in any form whether electronically or otherwise without the prior consent of IRCTC Ltd. other than temporarily in the course of using the IRCTC service or to keep a record of transactions entered into using the service.

**Materials Provided to IRCTC:** IRCTC does not claim ownership of the materials you provide to IRCTC (including feedback and suggestions) or post, upload, input or submit to any IRCTC Site/Service or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting IRCTC, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. IRCTC is under no obligation to post or use any Submission you may provide and IRCTC may remove any Submission at any time in its sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

**Severability:** Each of the provisions of these terms and conditions shall be separate and severable. Should any provision be invalid or unenforceable, it shall be severed from the terms and conditions, and the remaining provisions of these terms and conditions shall continue in full force and effect and be amended so far as possible to give valid effect to the intentions of the parties under the severed provision.

**Waiver:** The failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies under this Agreement or at law. A waiver by us of any terms or conditions in any instance should not be considered to be a waiver of any term or condition for the future or of any subsequent breach.

**No partnership:** Nothing in this Agreement shall operate so as to create a partnership, joint venture, an agency relationship or employment of any kind between you and us.

All rights not expressly granted herein are reserved.

### Disclaimer

Indian Railways and IRCTC are not responsible for wrong booking due to incorrect details furnished by the customer.

**Advertising Material:** Parts of the Site contain advertising/other material submitted to [www.irctc.co.in](http://www.irctc.co.in) by third parties. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable International and National law is exclusively on the advertisers and IRCTC will not be responsible for any claim, error, omission or inaccuracy in advertising material.

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**Promotions:** IRCTC does not endorse or guarantee on quality of any goods and services that are being promoted by the vendors of such goods and services through the medium of [www.irctc.co.in](http://www.irctc.co.in). Any transactions with third parties including advertisers on this website or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. IRCTC shall not be responsible or liable for any part of any such dealings or promotions.

### Privacy Policy

IRCTC is committed to its esteemed user's privacy and security and to take steps designed to secure personal and financial information and to make all reasonable endeavors to keep the detail secure and private. As a general rule, this website/mobile application does not collect Personal Information about you when you visit the site. You can generally visit the site without revealing your Personal Information, unless you choose to provide such information.

Indian Railway Catering and Tourism Corporation Limited (IRCTC) is committed to maintain the trust and confidence of visitors to the website ([www.irctc.co.in](http://www.irctc.co.in)) and its Mobile Applications. Users may access or/and download the information or material outlined on [www.irctc.co.in](http://www.irctc.co.in) and its Mobile Applications only for personal and non-commercial use. The unauthorized use/ illegal use of the website/ mobile application is strictly prohibited.

IRCTC's eTicketing platform may use social media networks such as Facebook, Twitter etc. to share our information/videos for better convenience of the commuters and general public at large. IRCTC do not claim any responsibility nor shall any claim stand against IRCTC if any error/ inconvenience occurs while browsing it or any objection put on it by these site hosting organization/agencies at any time.

#### **Site Visit Data:**

This website/ mobile application records your visit and logs the following information for statistical purposes such as, your IP address, type of browser you use, type of operating system, date and time you access the site, webpages you have accessed, dates downloaded etc. This information may be used to track aggregate traffic patterns.

IRCTC eTicketing website and mobile applications does not automatically capture the specific personal information from you, (like name, phone number or email address), that allows us to identify the end user individually.

#### **Cookies:**

This site uses cookies to give you a personalized experience on the website and ensure that it is functioning effectively. In order to identify your interest in our products, and to track the effectiveness of advertising served by us, such cookies are used. This website does not collect any personal information during this process.

#### **Browser controls:**

Majority of the browsers will allow you to see what cookies you have, and delete them on an individual basis or block cookies from any particular or all websites. Basically, cookies allow ease of access, by logging you in without having to type your login name each time (only your password is needed). We may also use such cookies to display any advertisement(s) to you while you are on the Website or to send you offers (or similar emails – provided you have not opted out of receiving such emails) focusing on products which may be of your interest.

You should be aware that if the cookies are deleted, any preference you have set will be lost which includes your preference to opt-out from cookies, as this itself requires an opt- out cookie to have been set. Also, this may also lead to unavailability of some services.

#### **Automatic Logging of Session Data:**

Each time you access IRCTC eTicketing website / mobile applications, your session data gets logged. Session data may consist of various aspects like the IP address, operating system and type of browser software being used and the activities done by the User on the Website / Mobile application. We collect session data as it helps us analyse User's choices, browsing pattern including the frequency of visits and duration for which a User is logged on. It also helps us diagnose problems with our servers and lets us

better administer our systems. The aforesaid information cannot identify any User personally. However, it may be possible to determine a User's Internet Service Provider (ISP), and the approximate geographic location of User's point of connectivity through the above session data.

**Links to External Websites/Portals:**

At many places in this IRCTC eTicketing website / mobile applications, you may find links to other websites/portals. These links have been placed for your information and convenience. When a user selects a link to an external portal, the user leaves the IRCTC eTicketing website / mobile application and is subject to the privacy and security policies of the owners/sponsors of the external portal/website. IRCTC is not responsible for the contents and reliability of the linked websites and does not necessarily endorse the views expressed in them. Mere presence of the link or its listing on this website / mobile application should not be assumed as endorsement of any kind. IRCTC does not guarantee that linked websites comply with Indian Laws. We cannot guarantee that these links will work all the time and we have no control over availability of linked pages.

**Type of information collected:**

**Registration on the Website / Mobile Applications:** Information which you provide while subscribing to or registering on the Website / mobile application, including but not limited to the information about your personal identity such as name, gender, marital status, age or Date of birth, Nationality etc., your contact details such as your email address, complete postal addresses, contact number etc.

**Other information:** We may also collect some other information including but not limited to:

- Transactional history (other than banking details) about your e-commerce activities, buying behaviour.
- Data either created by you or by a third party and which you wish to store on our servers such as image files, documents etc.
- Information pertaining to any other traveller(s) for whom you make a booking through your registered IRCTC account. In such case, you must confirm and represent that each of the other traveller(s) for whom a booking has been made, has agreed to have the information shared by you disclosed to us and further be shared by us with the concerned service provider(s).

**USE OF YOUR PERSONAL INFORMATION:**

**We may also use your Personal Information for several reasons including but not limited to:**

- confirm your reservations with respective service providers;
- keep you informed of the transaction status;
- send booking confirmations either via SMS or WhatsApp or any other messaging service;
- send any updates or changes to your booking(s);
- allow our customer service to contact you, if necessary;
- customize the content of our website, mobile site and mobile app;
- request for reviews of products or services or any other improvements;

- send verification message(s) or email(s);
- validate/authenticate your account and to prevent any misuse or abuse.

**Surveys:**

We value opinions and comments from our Users and frequently conduct surveys, both online and offline. Participation in these surveys is entirely optional. Typically, the information received is aggregated, and used to make improvements to Website / mobile applications, services and to develop appealing content, features and promotions for members based on the results of the surveys. Identity of the survey participants is anonymous unless otherwise stated in the survey.

**Marketing Promotions, Research and Programs:**

Marketing promotions, research and programs help us to identify your preferences, develop programs and improve user experience. Personal Information collected by us for such activities may include contact information and survey questions. We use such Personal Information for survey information to develop promotions and product improvements. As a registered User, you will also occasionally receive updates from us about discounts in a product, special offers, new IRCTC services, other noteworthy items (like savings and benefits on airfares, hotel reservations, holiday packages, and other travel services) and marketing programs.

In addition, you may look forward to receiving periodic marketing emails, newsletters and exclusive promotions offering special deals.

From time to time we may add or enhance services available on the Website / Mobile Applications. To the extent these services are provided, and used by you, we will use the Personal Information you provide to facilitate the service(s) requested. For example, if you email us with a question, we will use your email address, name, nature of the question, etc. to respond to your question. We may also store such Personal Information to assist us in making the website / mobile Applications better and easier to use for our users.

**Duration of keeping the Personal Information:**

IRCTC will retain your Personal Information on its servers for as long as is reasonably necessary for the purposes listed in this policy. In some circumstances we may retain your Personal Information for longer periods of time, for instance where we are required to do so in accordance with any legal, regulatory, tax or accounting requirements.

**WITH WHOM YOUR PERSONAL INFORMATION IS SHARED:****1. To our suppliers and Service Providers:**

Your information shall be shared with the end service providers like Railways or any other suppliers who are responsible for fulfilling your booking. You may note that while making a booking with IRCTC you authorize us to share your information with the said service providers and suppliers. It is noted that IRCTC does not authorize the end service provider to use your information for any other purpose(s) except as may be for fulfilling their part of service. However, how the said service providers/suppliers use the information shared with them is beyond the purview and control of IRCTC as they process Personal

Information as independent data controllers, and hence IRCTC cannot be made accountable for the same. You are therefore advised to review the privacy policies of the respective service provider or supplier whose services you choose to avail.

IRCTC does not sell or rent individual customer names or other Personal Information of Users to third parties except sharing of such information with our business / alliance partners or vendors who are engaged by us for providing various referral services and for sharing promotional and other benefits to our customers from time to time on the basis their booking history with us.

## **2. Companies in the same Group:**

To improve personalization experience and service efficiency, we may, under controlled and secure circumstances, share your Personal Information with our affiliate or associate entities. This will enable us to provide you with information about various products and services, both leisure- and travel-related, which might interest you; or help us address your questions and requests in relation to your bookings. In addition, as part of business expansion/development/restructuring or for any other reason whatsoever, if we decide to sell/transfer/assign our business, any part thereof, any of our subsidiaries or any business units, then as part of such restructuring exercise customer information including the Personal Information collected herein shall be transferred accordingly.

## **3. Disclosure of Information:**

In addition to the circumstances described above, IRCTC may disclose User's Personal Information if required to do so by law, required by any enforcement authority for investigation, by court order or in reference to any legal process, to conduct our business, for regulatory, internal compliance and audit exercise(s), to secure our systems or to enforce or protect our rights or properties of IRCTC or any or all of its affiliates, associates, employees, directors or officers or when we have reason to believe that disclosing Personal Information of User(s) is necessary to identify, contact or bring legal action against someone who may be causing interference with our rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by such activities.

Such disclosure and storage may take place without your knowledge. In that case, we shall not be liable to you or any third party for any damages howsoever arising from such disclosure and storage.

## **FEEDBACK OPTION:**

IRCTC provides an option to its users to post their experiences by way of reviews, ratings and general poll questions. The customers also have an option of complaining w.r.t to a service offered by IRCTC. Though the participation in the feedback process is purely optional, you may still receive emails, notifications (app, SMS, or any other messaging service) for you to share your review(s), answer questions posted by IRCTC. The reviews may be in written format. The reviews written or posted may also be visible on social media platform or Travel media platform.

## **PROMOTIONAL E-MAILS – OPTION TO UNSUBSCRIBE:**

Promotional mailers are sent by IRCTC occasionally about Special packages, New Initiatives, Special Offers etc. Our New products and other Informative services will be very useful. If you wish not to receive them, please click on the unsubscribe or Opt out link or follow the instructions in each e-mail message.

## **HOW IS THE PERSONAL INFORMATION PROTECTED?**

All payments on the website / mobile applications are secured. Website / Mobile Applications has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you change or access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

**AGE LIMIT TO TRANSACT WITH IRCTC:**

You must be at least 18 years of age to transact directly with IRCTC and also to give your consent to the processing of your personal data.

**CHANGES IN TERMS AND CONDITIONS / DISCLAIMER / PRIVACY POLICY:**

IRCTC may change the terms and conditions and disclaimer set out above from time to time. IRCTC also reserves its rights to change or amend its privacy policy as per the management policy norms or Government of India guidelines from time to time.

By browsing this portal, the user accepts that he/she is bound by the current terms and conditions, privacy policy and disclaimer and so the user checks these each time he/she revisits the portal.

The information contained in this website / mobile application has been prepared solely for the purpose of providing information about IRCTC in public interest.

By accessing this website / mobile application, the user agrees that IRCTC will not be liable for any direct or indirect loss, of any nature whatsoever, arising from the use or inability to use website / mobile application and from the material contained in this website / mobile application or in any link thereof. The use of the website / mobile application or any incidental issue that may arise shall be strictly governed by the laws in force in India and by using this website / mobile application the user submits himself/herself to the exclusive jurisdiction of the courts in Delhi/New Delhi.

### Who can I ask if I have additional questions?

Feel free to contact us any time and we'll answer any additional questions you may have.

Call us at **14646 (24x7 Hrs) (English and Hindi)**

or

Email us at [care@irctc.co.in](mailto:care@irctc.co.in)