

# General Terms

The tours detailed in this brochure, as well as those occasionally advertised in the press to the general public by Gil, are subject to the following terms and conditions, and passengers who register for and join one of the tours thereby agree unequivocally to these terms and conditions. All tour prices are quoted in US dollars.

## General

Itineraries and visits to the various sites included in the itinerary are planned according to the experience and knowledge that we have acquired. There may, nonetheless, sometimes be changes in dates, in the order of the tour, in accommodation, in flights etc. for reasons beyond our control. Our aim, of course, is to carry out the tour in its entirety as planned but we reserve the right to effect any necessary changes. The criteria for the classification, credibility and nature of tourist services rendered are not uniform in every country and do not always suit the standards that we know. This must be taken into consideration and looked upon as part of the experience and of the meeting with the countries and civilizations that we visit. Gil/Ofakim may, if necessary, send out groups via other wholesalers or combine groups with other wholesalers in order to ensure that there are enough participants for the tours to go ahead.

## Payment

**Credit Card Payments:** Major credit cards (Visa, MasterCard, Discover Card and American Express) are accepted for all tours. Credit card charges will not be processed without a signed universal credit form and credit card imprint. **Change Fee:** Subsequent to initial reservation, a 25\$ change fee will be imposed, per booking for each revision.

## Cancellation Fees

**Cancellation Penalties Per Person, Prior to Departure:** Up to 90 days prior to departure \$75, 89-60 days - \$250, 59-30 days \$350, 29-14 days - \$500, 13-7 days \$650, 6-2 days - 75% 1 day to "no-show" - 100%. Additional penalties may be imposed by hotels during Christmas & New Year period. Additional penalties for airline tickets/train tickets and cruises may be incurred.

## Participation in a Tour

The Organizers are entitled to refuse registration or to cancel the participation of any passenger they deem unfit to be a participant in a tour, without having to state a reason. Passengers must advise the organizers before registration of any health or other restriction that might hinder their participation in the tour. The organizers are entitled to stop a passenger's participation in a tour if that passenger, in the organizer's opinion, creates a disturbance or prevents the tour from running smoothly. The departure of all groups is conditional on a minimum of 10 participants and there is no limit on the maximum number of participants. The number of participants on a tour will be according to the number of seats on the bus at the tour's disposal.

## Composition of the Group

The tours advertised in this brochure and those occasionally advertised in the press to the general public by Ofakim are intended for the general public. No complaint regarding the age and/or state of health and/or abilities of any of the participants will be considered. Tours stating ages are based merely on recommendation. The company cannot completely ensure matching age groups and no complaint regarding participants outside the recommended age group will be considered.

## Refunds

Neither the Organizers, nor their agents, nor the tour guides or anyone else is authorized to refund or promise any sort of refund or to agree to any deviation from the stipulated conditions. Once the tour has started, no refunds will be given for any part of the tour or any unused services, including tours, parts of tours or any trips, meals not eaten, hotels, entrances to sites and the like. Passengers who request to waive certain tourist services prior to the tour and have their request approved by the Organizers will be refunded according to the group tariff.

## Domestic flights abroad

Flights are with various different airlines and terms and conditions are as published by those airlines. Flights are not always direct and sometimes there is a change of airplanes or an intermediate landing on the way to and from the final destination. It may occur that the flights be undertaken by other companies who have agreements with the airline whose name has been given as the carrier (Code Sharing).

In some exceptional cases when an airline has overbooked (airlines have the right to do so and these are circumstances beyond the operator's control), one or several passengers might have to fly on a different flight, separate from the rest of the group. Should such a case arise, the Organizers will do everything in their power to minimize any disruption to that/those passengers. Any change that involves not flying with the rest of the group (different time, destination and the like) involves extra payment and is subject to the organizer's agreement and to that of the airline. Any irregular flight requests must be made up to 15 days before the tour departs. Any mishap or change in flight times such as delays, loss or damage to a passenger or his baggage is the sole responsibility of the airline (in keeping with the Warsaw Convention).

## Transportation

For all the tours included in the tours advertised in this brochure and those occasionally advertised in the press to the general public by Gil, either a bus and driver will be at the disposal of the group and/or the group will use public transport, depending on the circumstances. The bus driver's work hours are limited by law and he is not obliged to provide the group with transportation on free days or in the evening to places that are not included in the tour plan, nor is he obliged to transport the group on optional tours. The driver is, in such cases, entitled to demand extra payment if he provides these services. Whenever possible and in the countries where it is necessary, Ofakim will provide the passengers with air-conditioned buses with the degree of air conditioning acceptable those countries. In some countries, drivers are not permitted to have the air conditioning on when the bus is at a standstill. The Organizers cannot guarantee that the air conditioning, if there is any, will work perfectly in cases of extreme heat.

## Hotels

The Organizers provide a wide range of hotels in the tours, some of which are centrally situated, some in the outskirts of towns and some further abroad. Many of the hotels that are centrally situated are old or in noisy commercial areas whilst hotels away from the center are usually newer and in quieter surroundings. During periods when exhibitions, fairs, congresses and international sports events are taking place in the tour destination, accommodation is likely to be in nearby towns. In the event that accommodation is outside town, a bus will be at the group's disposal to do the tour. Accommodation will be in double rooms with a double bed or with two single beds depending on the hotel's policy. Accommodation might also be in combi rooms, where there is a bed and a sofa that opens up into either a single or a double bed. No complaints regarding the unsuitability of a roommate will be considered. Passengers who do not wish to share a room will pay a single room supplement. A passenger traveling alone or for whom a roommate has not been found will be charged a single supplement. The organizers do not guarantee to accept or to confirm a reservation for a single room for everyone who requests one. In cases of reservations for 3 or more persons per room, it is possible that one or more extra beds will be placed in a double room. The Organizers do not guarantee to supply a special room, larger than a standard double room, in such a case. The organizers would like to bring the accepted check-in and check-out practice for hotels to the passengers' attention: Check-in is usually not before 14:00 (2 pm) and check-out is usually before 12:00 (midday) in order to enable the hotel staff to clean, tidy and air the rooms for the next guests. There might, therefore, be cases where the group will have to wait to check in to their rooms or will have to check out in according to the set times. In such cases, the organizers

will do their best to find suitable arrangements, depending on the circumstances. Passengers will get the list of hotels as soon as possible before the beginning of the trip. There may be last minute changes, particularly in high season, for reasons beyond the Organizer's control and the Organizers do not guarantee that there will not be any such changes after the tour has begun. Distribution of hotel rooms is the hotels' prerogative and the Organizers have no control in this matter. There might be instances when passengers get rooms that are not as good as the general standard of the hotels or not as good as the rooms that some of the other passengers have got. There is no way of guaranteeing a room on a specific floor or in a specific wing or a specific room or adjacent rooms or rooms with connecting doors. It is possible that a single room will be smaller than a double one although it is recommended that a single traveler book a single room in order to have privacy. The Organizers work with a wide range of hotels and it sometimes happens that a particular hotel is being renovated or that building is going on in the hotel's vicinity. It is customary in many parts of the world for the air conditioning to be switched off at certain hours and the organizers have no control and/or influence in this matter. Hotels are booked well in advance but in some cases, there can be changes due to overbooking and/or exhibitions and events taking place on dates that coincide with the tour. In such cases, the Organizers reserve the right to provide an alternative hotel in the area and the tour plan will not be changed or affected. In a case where Ofakim has named a specific hotel in its publications and that hotel is not confirmed because of overbooking or because it is full, the group will be transferred to a hotel of a similar grade.

#### **Tour leader**

The tour leader is the intermediary between the Organizers and the passengers and is the passengers' administrator throughout the entire tour. The tour leader will, as part of his/her job, make the various arrangements pertaining to the smooth running of the tour, the bus, the local guides, the hotels, different forms of transport etc.

#### **Damages - Insurance**

The Organizers are not liable or responsible for any claims, losses, damages, cost or expenses arising out of personal injury, accidents, illness, loss or damage of baggage, or any direct or indirect damages that may be occasioned throughout the tour as a result of accidents, robbery, theft, loss of baggage or documents, flight tickets, passport, hospitalization, medical expenses, etc. The Organizers strongly recommend that passengers take out extensive travel and medical insurance to cover personal accident, medical expenses, loss of baggage and personal effects, and all of the above eventualities. It must be emphasized that there will be no refunds of any kind for the cessation of the tour for reasons of illness, personal injury or any other reason. The Organizers hereby declare that they act as agents for the supplier in regards to travel, whether by plane, car, bus, or ship, hotels, restaurants etc. and assume no liability for injury, damage, loss, accident, delay or irregularity, which may be occasioned either by reason or defect of any vehicle, act of war, insurrection, revolt or other civil uprising, other military action, strikes or any Act of God occurring in either the country of origin, destination or through passage, or for any reason whatsoever, or through the acts or default of any company or persons engaged in arrangements of the tours published in this brochure. They cannot accept any responsibility for losses or additional expenses due to delay or changes in schedules or other causes.

#### **Meals**

Details of meals included in the price of the tour are given for each individual tour. The Organizers would like to bring to the passengers' attention that the menu of the meals included and of the special meals has been agreed upon in advance. The standard of the meals varies, as does the type of food, the variety, and the way it is served. Breakfasts are buffet and may be served in a room set aside for groups in organized tours. In cases where passengers need special meals (vegetarian, kosher, diet or other), a request should be made in advance and in writing and they should receive confirmation of their request. The Organizers are not liable for the provision of special meals throughout the tour unless they have been requested and confirmed. Food and drink served on airplanes are the sole responsibility of the airlines.

#### **Total number of days on a tour**

The total number of days on a tour as published in the brochure includes the day of arrival and the day of departure back home.

#### **Tour plan**

It might happen that a certain tour is merged with another tour, even if the other tour is run by another company. Tours will be merged if there is not a sufficient number of participants for the tour to take place.

It might happen that the order of the days and of the visits to tour sites are different to those that appear in the original itinerary. The course of the tour and services will not change if there is a merging of groups or a change in the order of the days and of the visits to tour sites. Guided tours that appear in the itinerary usually last 3 to 4 hours unless otherwise stated. Details of entrance fees that are included are listed in the clause "Included in the Price" that accompanies every tour plan. The price does not include extra sites even if they are mentioned in the tour plan. In a tour where the group splits up at some stage into two different destinations, the tour leader will accompany the largest group and a local representative will be at the disposal of the passengers going to the other destination.

#### **Eating and smoking**

Eating and smoking on the bus is forbidden. Breaks will be given for that purpose. When it comes to accommodation, the company does not guarantee to pair up a single passenger with a non-smoker, even if it has been requested to do so.

#### **The passengers on our tours**

Passengers must fulfill all the demands of the authorities in order to join and go on a tour. They must be in the possession of all the relevant documents, including visas. They must be at the airport at the time set by the Organizers in order to make all the meeting arrangements. The Organizers will not be liable for any damages incurred by passengers who do not fulfill the above-mentioned demands or who are not allowed into a country for any reason whatsoever. The company will not be liable for expenses incurred in the case of cancellation or change of a tour due to problems not related to Gil/Ofakim such as visas or policies of countries of destination.

#### **To conclude**

The tours and plans described in this brochure are proposed under the specific condition that Gil Travel & Ofakim Tours (2003) Ltd. or their representatives (the Organizers) can alter them, for the good of the passengers and depending on the circumstances, based on the Organizers' professional considerations. The above-mentioned alterations include changes in dates, in mode of tour execution, part execution or non-execution of parts of the itinerary, alternative arrangements, or arrangements not included in the itinerary etc.



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