# **Terms & Conditions - Gita Travels Inc**

The purchase of any travel services offered by Gita Travels Inc constitutes a contractual arrangement between you and Gita Travels Inc, and represents your acceptance of the Gita Travels Inc Terms & Conditions set out herein.

Please ensure that you read carefully and understand these Terms & Conditions prior to booking.

#### The Topics Listed are:

- Deposit & Final Payment
- Booking Cancellations & Fees
- Air Arrangements
- Travelers Needing Special Assistance
- Price Policy
- Visas & Passports
- Hotels, Transportation
- Baggage Allowance
- Gratuities
- Safety
- Optional Excursions & Activities

#### **Deposit & Final Payment:**

A non-refundable, non-transferable land deposit is required for Gita Travels Inc to reserve space for you. The deposit amount will vary with the vacation package and you will be informed of the amount. Gita Travels Inc accepts checks, money orders, Visa, MasterCard and American Express. For payments made by credit card a processing fee will apply. Payment of the deposit indicates you have read and accepted these Terms and Conditions.

Please review and verify your booking invoice thoroughly and contact Gita Travels Inc immediately if your invoice appears to be incorrect or incomplete.

# **Booking Cancellations & Fees:**

If a booking cancellation is received by Gita Travels Inc prior to the final payment date of your vacation, your non-refundable land deposit and Travel Protection payments will be retained. Additional fees for airline ticket and service fees may apply.

Cancellation fees may also apply to any additional services, including extra night accommodations, independently supplied services, and optional excursions reserved prior to, during, and after the tour.

#### Air Arrangements:

International airfare may be purchased through Gita Travels Inc. All carriers are independent operators and are not owned, managed or operated by Gita Travels Inc. Your airline ticket is a contract between you and the air carrier only, even if you purchase through Gita Travels Inc. By purchasing your air services through Gita Travels Inc you waive all liability for Gita Travels Inc for such air services.

Gita Travels Inc is not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you purchased air through Gita Travels Inc, we will try to assist in making new arrangements providing you have not already checked in with your airline for your first flight segment. After check-in, you must work with the airline directly to reach your destination or to make any alternate arrangements including amendments to return services. Please be aware airline fees often apply for modifications to air schedules not related to airline imposed flight cancellations, reschedules or delays. These fees will be payable to the airline directly at time of request. If you miss your departure

flight or connection, it is your responsibility to work with the airline on which you are ticketed to reach your destination. No refunds will be provided by Gita Travels Inc for portions of trips missed due to canceled, rescheduled or delayed flights, nor is Gita Travels Inc responsible for any additional expenses you may incur prior to joining your trip if you miss your departure flight or flight connection.

If you make your own flight arrangements, Gita Travels Inc will not be responsible for any loss resulting from cancellation or changes in international gateways, itineraries or travel dates.

# Travelers Who Need Special Assistance on Tours and/or Cruises:

You must report any disability requiring special attention while on tour or on cruise to Gita Travels Inc at the time the reservation is made. Gita Travels Inc will make reasonable attempts to accommodate the special needs of disabled travelers, but is not responsible in the event it is unable to do so nor responsible for any denial of services by air carriers, hotels, restaurants, or other independent suppliers. Gita Travels Inc cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motor coaches, cruise ships and other vehicles, or other personal needs. Gita Travels Inc strongly recommends a qualified and physically able companion must accompany travelers who need such assistance. All travelers with Gita Travels Inc are subject to the Participation clause above.

#### **Price Policy:**

All vacation prices are based on rates (reflecting foreign exchange rates) known at the time of publication and expected to be in effect at the time of departure, and do not include airfare except where noted on specific itineraries. Vacation prices are per person, based on double occupancy (two people sharing a room). Single room supplements and triple reductions or pricing are listed where applicable. Not all accommodation types are available on all vacations.

# Visas & Passports:

You are responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Visa and entry documents must be obtained independently. Non-U.S. citizens must consult with appropriate consulates to determine if any visas are needed; you are responsible for obtaining all visas and entry documents independently. Gita Travels Inc is not responsible for providing you with specific visa and passport information or documentation, for any fees associated with obtaining these documents, and Gita Travels Inc cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. All passengers traveling internationally are required to have a valid passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank "Visa" pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements. The process of obtaining a visa and/or passport can take up to three months or more.

#### **Hotels & Transportation:**

The hotels listed on an itinerary are intended to be used on that departure; however hotels are not guaranteed. Gita Travels Inc reserves the right to substitute other hotels than those listed on the itinerary pages. If a change becomes necessary for any reason, including alternate hotels for additional departures on the same date, or hotel location changes within or outside itinerary cities, the hotel substituted will be of equivalent or higher quality, when available, to those shown. No refunds are provided for hotel changes. Please note that check-in times vary worldwide; Gita Travels Inc cannot control or guarantee check-in times.

#### **Baggage Allowance:**

Airport, train station, hotel and any other porterage is not included unless otherwise specified. Please be prepared to carry your own suitcase on and off airplanes and trains and through airports and train stations.

Due to limited motor coach capacity, you are limited to a single check-in suitcase with weight not exceeding 50lbs (22kg) unless otherwise noted in your Travel Documents. Please refer to your travel documents for suitcase dimensions. We regret that we are unable to accept a second suitcase or any luggage exceeding these limits on any vacation. Some vacations have more restrictive regulations than listed above. Please refer to your Travel Documents for more information.

Air carrier restrictions may vary from the limitations listed above. Size and weight limitations for carry-on and checked baggage vary from airline to airline and even according to destination, and are becoming more restrictive. No responsibility is accepted by Gita Travels Inc for loss of or damage to baggage or any of the traveler's belongings throughout the duration of the vacation. Baggage insurance is recommended. See the Gita Travels Inc Web site for an all-inclusive Travel Protection Plan.

Carry-on bags must be small enough to store in overhead bins or under the seat in front of you on motor coaches and other transportation. Please refer to your Travel Documents for more information.

# **Gratuities:**

Gratuities for your Tour Director, Local Hosts, Local Guides, Tour Driver, and Hospitality Staff at hotels are not included in the vacation price. In order to make your vacation more pleasant and hassle free, gratuities will be invoiced and collected prior to tour departure. The gratuities amount will vary with the vacation package.

# **Refunds:**

Please note that any request for refunds is subject to these Terms & Conditions; no refund will be made for unused transportation where group activity tickets are involved or for voluntary modifications made by the traveler. Airport transfers are complimentary with air booked through Gita Travels Inc on qualifying flights and dates. Customers not using the included transfer will not be given a cash equivalent or vacation price reduction.

# Safety:

Please be aware that during vour participation in vacations operated by Gita Travels Inc, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical

facilities. Gita Travels Inc will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While Gita Travels Inc will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a vacation and/or optional excursions you agree that you will hold Gita Travels Inc harmless regarding any provision of medical care or the adequacy of any care rendered. Gita Travels Inc is not responsible for such risks and dangers that may arise beyond our control. Payment of your deposit indicates you accept these risks and dangers and agree to hold Gita Travels Inc harmless for such.

# **Optional Excursions & Activities:**

Any advice or assistance on or with any Service provided by any local representative does not mean or imply that the Service is sold, supervised, or controlled by Gita Travels Inc or that any such advice or assistance is given on behalf of Gita Travels Inc. Vacation participants are asked to check with the operator of any optional activity or excursion and the applicable Terms & Conditions before booking.

During your vacation optional activities available for booking are provided by local operators or other third parties that are entirely independent of Gita Travels Inc and do not form any part of the product or services sold to you by Gita Travels Inc or of these Terms & Conditions, even where Gita Travels Inc suggests particular operators, other third parties and/or assists you in booking such optional activities or excursions. Your contract for such Services will be with the organizer or operator of that Service and will be subject to its Terms & Conditions, which may contain exclusions or limitations of liability. Gita Travels Inc has no liability for any such optional activity or excursion or for any act(s) or omission(s) of the organizer or operator or for any of its employees or agents or any other person(s) connected with the optional activity or excursion.