

TERMS & CONDITIONS – 18th Maccabiah Games Mission Packages

PAYMENTS: A deposit of \$1500 per person must accompany all reservation forms. Full payment is due no later than May 1, 2009. Checks for the entire package should be made payable to **Maccabi USA/Sports for Israel.** Gil Travel proudly accepts American Express, Visa or Mastercard and Discover.

CANCELLATION:

Cancellations must be received in writing.

Cancellations received:

Up to January 31 – refund less \$200 per person (plus any airfare penalty that may apply)

February 1-March 1 - refund less \$500 per person (plus any airfare penalty that may apply).

March 2-April 30 - refund less \$2500 per person (plus any airfare penalty that may apply)

May 1-June 9 - refund less \$3000.00 (plus any air penalty that may apply)

June 10 to departure - no refund (except for any airfare that is refundable)

There is no refund for unused services.

LAND ARRANGEMENTS: Sightseeing is included as per itinerary provided. Package is based on double occupancy, sharing a twin-bedded room with private facilities including all taxes and service charges.

Gil Travel reserves the right to substitute hotels according to availability with adjustment where necessary.

AIR ARRANGEMENTS: Package prices are based on departure from New York. Airfares are based on group airfares. Taxes and fuel subject to change. All fares have restrictions. Deviations from the itinerary specified may result in a higher airfare.

TRANSFERS: Transfers are seat-in-coach basis unless otherwise specified. Passengers arriving and departing independently are responsible for their own transfers.

NOT INCLUDED: Airfare from hometown to New York. Meals not specified in itinerary, optional tours, charges for passports, vaccinations and inoculations, laundry, liquor, excess baggage charges, accident and baggage insurance, telephone or cable charges, private non-group transfer, items of a personal nature and any items not specifically listed as included.

VISA & HEALTH: A valid passport is required for all participants. **There is no Visa requirement for citizens of the USA for travel to Israel.** Other nationals should contact the appropriate consulate for regulations. Gil Travel will not process Visa applications. No inoculations are required at press time for travel to Israel, but please check with local public health authorities for up-to-date information.

BAGGAGE: Allowance will be advised prior to departure. Baggage allowance is subject to change by the airline at any time. Make sure to check security regulations for the latest updates at www.tsa.gov.

TARIFFS @ EXCHANGE FLUCTUATION: All fares and rates are based on tariffs in foreign exchange levels in effect as of November 2008 and are subject to change.

CHANGE FEE: There will be a \$75 change fee after the initial reservation is made. Additional charges may occur due to change in airfares.

RESPONSIBILITY: Gil Travel/Kenes Tours/Maccabi USA is acting solely as an intermediary agent for the travel suppliers providing means of transportation, hotel and/or all other related travel services being purchased (the "Third Party Providers"). Gil Travel, therefore, shall not be liable or responsible for any injury, illness, loss or damage to any person or property or additional

expense involved with travel resulting from acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure, diseases, mechanical difficulties, failure of any means of transportation to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transportation or hotel services or any other matter or event over which Gil Travel/Kenes Tours/Maccabi USA has no control; or for any state of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment or medical services existing at any travel destination. By embarking upon his/her travel, the passenger voluntarily assumes all risks involved with such travel, whether expected or unexpected. The issuance and acceptance of any exchange orders or tickets shall constitute consent by the purchaser and/or passenger to the foregoing conditions. All exchange orders and tickets are also subject to such additional terms and conditions as the Third Party Providers may impose. Finally, Gil Travel/Kenes Tours/Maccabi USA shall not be liable for any funds received from the purchaser and/or passenger and paid over to any Third Party Provider which subsequently becomes insolvent or files any bankruptcy or similar proceedings or fails to deliver services.

SPECIAL NOTE: Delays, cancellations and overbooking by participating Third Party Providers may occur on air flights, cruises and land reservations. While Gil Travel will do its utmost to avoid these inconveniences, it shall not be liable or responsible for the acts or omissions of such Third Party Providers.

Gil Travel reserves the right (i) to cancel any tour, substitute hotels and make such alterations in tour itineraries as may be necessary or desirable for the convenience of the parties and the proper carrying out of the tour(s); and (ii) to decline to accept or retain any person as a member of any tour. All additional cost, if necessary, shall be the passenger's responsibility. In addition, Gil Travel may cancel any tour prior to departure. In such a case, a full refund of all payments will constitute full settlement with the passenger and/or purchaser of the tour.

All disputes arising under, in connection with, or incident to this agreement shall be litigated, if at all, in and before a court located in the City of Philadelphia, Pennsylvania, USA, and in the courts of no other city, state or country.

Retention of tickets, reservations or bookings by the purchaser and/or passenger after issuance shall constitute consent to the above terms, as well as an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

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