



General Terms & Conditions

Please initial next to each section where indicated to acknowledge. If there are two or more people traveling together, **all passengers in the group must initial each section and sign the last page.**

The bookings and travel arrangements made by Caravan-Serai, Inc. are in consideration of the mutual promises contained in these terms and conditions, and other good and valuable consideration, the receipt, adequacy and sufficiency is hereby acknowledged by the parties, the parties further agree as follows:

Prices

All prices are per person and based double occupancy accommodations as noted per itinerary, English-speaking qualified guides and lecturers, air-conditioned transportation (car or bus) and transfers, meals as described in itineraries, and baggage handling. Prices, unless otherwise stated for the specific tour, do not include passport and visa fees, gratuities, laundry, all drinks except those served with meals, room service, phone calls, telexes, faxes, excess luggage. All tour-specific inclusions and exclusions are listed for each tour.

Payment Conditions, Cancellation, Delays and Refunds

Cancellation by Client

A non-refundable deposit of \$500USD is required when reservations are made. Final payment is due 60 days prior to departure. Cancellation: Must be made in writing.

Deposit towards booking constitutes full knowledge and acceptance of our cancellation policy. Cancellation must be received in writing, along with all travel documents, before it will be processed. Regardless of the cause, the following terms will apply upon cancellation.

- **Deposit is non-refundable**
- 45 - 59 days before departure: Caravan-Serai will refund 50% of tour price refunded.
- 20-44 days prior to departure: Caravan-Serai will refund 25% of tour price refunded.
- 19 days or less prior to departure: Caravan-Serai will not refund any part of the tour.

Cancellation or Changes by Caravan-Serai

Caravan Serai Inc. reserves the right to cancel or postpone the tour prior to departure for any reason including insufficient number of participants. Caravan Serai Inc. has the right to substitute or change the tour.

In the event that the tour is cancelled due to circumstances beyond the control of Caravan-Serai or due to Force Majeure, Caravan-Serai is not liable for any loss to the client. Please see the following clauses on Circumstances Beyond Our Control and Force Majeure.

Circumstances Beyond Our Control:

Every effort will be made by Caravan-Serai Tours and its agents and staff to execute our itineraries as outlined. Caravan-Serai Tours and its agents cannot be held responsible for changes made necessary by circumstances beyond our control. In addition, we reserve the right to make any alterations, additions, or omissions in the program when in our opinion they are necessary for the comfort and well being of the group.

Pace:

Many of our programs (particularly the Yemen, Levantine, and Iran programs) require participants to be able to stand for extended periods, walk reasonable distances on uneven ground, climb into small tombs and around ruins, and climb on and off buses without difficulty. We reserve the right to return any client deemed to be a hindrance to the well being of the group (for physical or mental reasons) back to their country of origin at their own expense. Caravan-Serai Tours will only take this step after careful consideration, discussion, and mutual agreement.

Baggage

Baggage allowances and fees vary from airline to airline. Please refer to the rules of the airline you are traveling on for their specific guidelines.

Single Supplement

Varies per tour, please contact our office for rates. If you register as a single and wish to have a roommate, we will make every effort to pair you with another single traveler, however this is not guaranteed. We must collect the single supplement with final payment. Should you be paired with another traveler, we will refund the full amount of the supplement upon confirmation of the other traveler.

Insurance

We highly recommend you purchase trip cancellation and interruption travel insurance through your local travel agent. Failure to buy trip insurance waives all liability of Caravan-Serai for damages to the client that would have been covered by travel insurance.

In the event that Caravan-Serai makes a refund for any reason for damages covered under an insurance policy, the holder of the insurance policy hereby agrees to assign all insurance claims to Caravan-Serai or their appointed representative. Client agrees to

assist Caravan-Serai or their appointed representative in all claims against the insurance company, including, but not limited to: signing an assignment of claim, depositions, correspondence by mail and phone, appearance at court hearings, etc.

Caravan-Serai, Inc. Responsibility

In the event of any breach of these terms by Caravan-Serai, Inc., Customer's damages shall be limited to the total price Customer paid for tour. In no event shall Caravan-Serai, Inc. be liable for any incidental, contingent, or consequential damages. The making and acceptance of final payment shall constitute a waiver of any and all claims, known or unknown, liquidated or contingent, by the Customer against by Caravan-Serai, Inc.

The parties agree that under no circumstances shall Caravan-Serai, Inc. be responsible for any liability, loss, or damage, caused by the Customer, airline, hotel or other accommodations, conveyancing, or any third party, whether or not contracted with by Caravan-Serai, Inc.

CARAVAN-SERAI, INC. MAKES NO EXPRESS WARRANTIES HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXCLUDED.

Force Majeure

Caravan-Serai, Inc. shall not be responsible for errors, delays, failures, or omissions, under this Agreement due to any cause beyond its control, including but not limited to, employee, subcontractor acts and/or omissions, labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays of carriers, interference by civil or military authorities, acts of God, perils of the sea and the like.

Entire Understanding, Choice of Law

This Agreement contains the entire understanding of the parties hereto (final and integrated) with respect to the subject matter hereof and the transactions contemplated hereby. This Agreement supersedes all prior and concurrent oral statements and representations and is the final and integrated intent of the parties. This Agreement may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This Agreement shall be interpreted and enforced in accordance with the substantive and procedural laws of the State of Washington. If there is a determination by a court of competent jurisdiction that one or more of the Agreement clauses are found to unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses found to be unenforceable.

Waiver, Jurisdiction, Attorney's Fees

No act, omission or delay by Caravan-Serai, Inc. in enforcing any right under this Agreement shall waive any right under or breach of this Agreement by the Customer. Caravan-Serai, Inc.'s waiver of a breach of any provision of this Agreement with respect to the Customer shall not operate or become construed as a waiver of any subsequent

