

# Website Terms & Conditions

Thank you for choosing Indah. This website is owned and operated by Indah, whose offices reside in 63 Bosem str., Tel Aviv, Israel.

For purposes of this document, references to “we,” “our,” and “us” mean Indah.

All bookings are made in accordance with the terms and conditions stated below. As far as bookings are made via phone or in written form, the client explicitly accepts these General Terms and Conditions. Please carefully read these terms and conditions, as they are legally binding.

## 1. CONTRACT

All bookings are subject to availability. Before a booking is taken, the details of your proposed trip will be advised to you. Once you have confirmed to us that you are happy with the proposal, we will proceed to take payment and issue you with a booking confirmation.

Please check that all names are the same as the relevant passports, and that dates and timings and all other elements of your trip are correct.

Where this is not done and there is an unreasonable delay in notifying any apparent discrepancies in the confirmed arrangements, you will be responsible for any additional charges that may arise as a result of alterations that have to be made to the booking.

A binding contract between Indah and you (the lead name on the booking) is only formed when we issue our booking confirmation by email, after having received payment from you, in cleared funds, of either the required deposit or the full price of your holiday, depending on when the booking is made relative to the intended departure date.

By making the booking you accept that you have the authority to bind all members of your party to these terms and conditions of booking and you take responsibility as the lead name on the booking to make payment and to receive documentation on behalf of your party.

## 2. PRICE AND PAYMENT

2.1 We reserve the right to alter the prices of any trips shown on our website or set out in our written proposal to you at any time before you make a booking. You will be advised of the current price before your booking is confirmed. Prices quoted are USD (United States Dollars) based on daily currency exchange rates current at the time of quotation.

2.2 It is permitted to amend or change individual travel services, from the services and plans that have been agreed upon, if these changes become necessary after the conclusion of the

contract, have not been caused against good faith by the operator. This particularly applies in the case where measures taken by authorities force alterations to be made to the travel plans.

2.3 Substantial changes to the services can be made after the contract has been concluded should unforeseeable circumstances occur which Indah is not responsible for, particularly in cases of force majeure. Such changes will be deemed appropriate if after considering the interests of the operator they are reasonable for the client to accept.

2.4 In the case that transport costs rise (particularly fuel costs) then Indah is entitled to increase the travel price due based on following calculations:

a) Should a seat-related increase be made then Indah is entitled to increase the payment by this amount.

b) In other cases the transport company will divide the additional cost by the number of seats on the respective means of transport. The resulting amount for each seat can then be claimed by Indah.

2.5 Should with conclusion of the travel contract there be a rise in airfare or port charges for Indah then there is the entitlement to increase the travel price proportionately.

2.6 Should there be changes to exchange rates after the conclusion of the contract then the travel price can be increased up to the amount by which the holiday has increased in price for Indah.

2.7 Please note that all payments taken on debit or credit card will be taken in USD and so if you are a client whose payment card is not denominated in USD, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

2.8 In all cases, in order to make a booking, a deposit will be required. The amount of deposit varies depending on the nature of your trip and will be confirmed to you before you book. Where bookings include flights with airlines that require full payment in advance of booking, the full price of the flight(s) will be included in the booking deposit and will be chargeable in the event of cancellation (see below). The balance payment is due 12 weeks in advance of the intended departure date. If the booking is made less than 12 weeks before departure, the full price of the trip will be payable on booking. If, following the payment of a deposit at the time of booking, any balance remains unpaid within 12 weeks of the intended departure date, we reserve the right not to issue travel documentation and treat your booking as cancelled. In such circumstances cancellation charges will be applied as set out below.

2.9 Payment must be made in the currency of the invoice and you will be responsible for any bank charges that may be incurred. Payment can be made by bank wire transfer, debit or credit card. In all cases, a booking will not be confirmed until we are in receipt of cleared funds. Where

payment is made by credit card, there is an additional transaction charge of 2% (2.25% for AmEx) when your deposit and balance payments are made.

### 3. INSURANCE

It is essential and a condition of booking with Indah, that you take out a comprehensive travel insurance policy to cover you before, during and after your trip. We will not be responsible for any costs incurred by you or any member of your party before, during or after your trip as a consequence of inappropriate or insufficient travel insurance being purchased.

### 4. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

We will, upon request, provide general information relating to passport, visa and health requirements, for the destinations we feature. This may be limited to providing contact details for the relevant embassy or consulate. Most countries now require passports to be valid for at least 6 months after your return.

Ultimately, it is your responsibility to ensure that you and your party will be able to obtain, and will be in possession of, all necessary travel documents/visas in advance of travel.

It will also be your responsibility to ensure that you and all members of your party will be able to comply with all health requirements for the destination concerned. We will not accept liability if you or any member of your party is refused entry onto any transport or into any country due to failure on your/their part to carry correct documentation or to comply with relevant health requirements.

If you or any member of your party have any disabilities, it is extremely important that we make the necessary arrangements to make your holiday go smoothly. We must therefore insist that you contact us before completing any reservation to ensure compatibility for the holiday that you choose.

### 5. INFORMATION

Whilst we make every effort to ensure that the information on our website is accurate and not misleading, it may have been published many months before your trip takes place and may be subject to change. We reserve the right to make changes to the website and any information it contains at any time. Where material changes are made that affect your trip after your booking has been confirmed, please see section 7 below.

### 6. AMENDMENT AND CANCELLATION BY YOU

Any cancellation or amendment request must be sent us in writing and will not take effect until received by us.

#### (a) Amendment

If after our booking confirmation has been issued, you wish to change your travel arrangements in any way, we will do our best to assist you in amending your arrangements after booking, but cannot guarantee that this will be possible. Any request for changes must be in writing from the person who made the booking. You will be asked to pay an administration charge of \$120 and any further costs we incur in making those alterations.

We reserve the right to treat any amendment notified to us less than 8 weeks prior to the date of departure as a cancellation and in such circumstances, will require you to pay to us the cancellation charges set out in Section 6(b) below. If you or any member of your party is prevented from going on your confirmed trip for reasons beyond your control for example, death of a close relative or jury service, you/they have the right to request the transfer of your/their booking to another person, subject to our prior approval. Such person will be bound by these terms and conditions of booking. Where you, as the lead and contracting member of your party, are unable to travel, and your place is taken by another person, that person will assume the role of lead and contracting member of the party, unless you notify us to the contrary.

In all cases where a member or members of the booking party are substituted with others, we reserve the right to charge an administration fee of \$120 per name change in addition to any other charges that we may incur in making the amendments.

Please note that in many cases, scheduled airlines apply 100% cancellation charges and will not permit name changes or other booking alterations to be made. If you and/or any member of your party are considering altering your booking in any way, please contact us, and we will notify you of the applicable charges.

In addition to amendment and cancellation charges that we apply, you will be responsible for any increased charges arising from changes to accommodation arrangements and/or room occupancy levels that you wish to make.

#### (b) Cancellation

You, or any member of your party, may cancel your travel arrangements at any time. The cancellation will take effect from the date that we receive written notification of cancellation from you. We will accept notification of cancellation by email, on the understanding that you agree and accept that where you are shown as the sender of the email, we will be entitled to assume that such email has been sent by you.

Booking cancellations may incur cancellation charges depending on how much notice you give us prior to the departure date. If you cancel more than 12 weeks before your intended departure date (i.e. before the balance due date), this charge is likely to be the amount of your deposit (including any increased deposit payable as a result of the booking of scheduled flights, see above) although it could be more.

Charges for cancellation after the balance due date will usually be more than the deposit amount and will vary due to the complex nature of our travel itineraries. Cancellation charges are likely to increase the closer to departure date that the cancellation is made and may well be up to 100% of the total price of your booking and you should contact us as soon as possible.

Cancellation charges for your trip can be confirmed to you on request at any time including before booking. Please ask for confirmation of the amount of any cancellation charge before cancellation. Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim some or all of the cancellation charges. Please speak to your insurance provider.

In all cases, where cancellation results in us making a refund payment to you, such payment will be made to you as the lead and contracting member of your party, or any substitute lead and contracting member of the party (see above). This will be the case regardless of which members of the party make the deposit and balance payments for the booking.

## 7. AMENDMENT AND CANCELLATION BY US

### (a) Amendments before departure

We may have to make amendments to the trips advertised as these are booked many months in advance. We can do this at any time and we will advise you of any changes that affect your booking before it is confirmed. Occasionally, it is necessary for us to make changes after your booking has been confirmed.

If the change is material (for example, a change of flight time by more than 12 hours, change of carrier, change of destination or change of accommodation to one with a lower official rating), we will notify you as soon as practically possible and offer you the choice of (i) accepting the amended arrangements; (ii) arranging an alternative trip of comparable standard if available with us; or (iii) cancelling your trip and receiving a full refund of all monies paid. Regardless of the option you choose, we will pay you compensation for material changes as set out in the table below, except where such change has been caused by a Force Majeure Event (as defined in Section 7(d) below)

<b>Period before departure in which we notify you</b>	<b>Amount you will receive from us</b>
70 days or more	none
69 – 43 days	\$15
42 – 28 days	\$25

27 -14 days	\$50
Less than 14 days	\$70

If the change is minor, we will do our best to notify you in advance of departure but we are not obliged to do so and no compensation will be payable.

(b) Amendments during your trip

If we are unable to provide a significant proportion of your trip whilst you are away, suitable alternative arrangements will be made for you at no extra cost for the continuation of your trip and we will, where appropriate, compensate you for the difference between the services contracted for and those supplied.

If it is impossible to make such alternative arrangements or these are not accepted by you for good reasons, we will give you the option to return to your point of departure or to another place which you have agreed (subject to flight/transport availability) and will, where appropriate, compensate you. This does not apply to minor changes in your accommodation, itinerary or transportation arrangements.

(c) Cancellation

Whilst we hope we will never have to cancel your trip, this is very occasionally necessary and we reserve the right to do so. We will do our best to offer alternative arrangements of a comparable or better standard.

(d) Force majeure

Compensation will not be payable in any cases where an amendment, change or cancellation is due to an unusual or unforeseeable event or circumstance beyond our reasonable control including, but are not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of god, closure of airports, changes of schedules or operational decisions of transport providers, (each such event or circumstance being defined in these Booking Conditions as a "Force Majeure Event").

(e) Travel delays

We have included in many of our trips the services of major international airlines and whilst these airlines' flights are rarely subject to lengthy delays, there are occasions when such delays do occur. You may have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details are publicised at airports or available from airlines. However reimbursement in such cases does not

automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation is set out in clause 7(a) – (d) above. If any payments to you are due from us, any payment made to you by the airline will be deducted.

## 8. OUR LIABILITY TO YOU

Our obligations, and those of our suppliers, are to take reasonable skill and care to provide the services or facilities that form part of your booking with us.

Hotels and other tourist services included in your trip are arranged by us with local suppliers who may themselves engage the services of local operators. Standards of hygiene, accommodation and transport in many countries where we organise trips are often lower than comparable standards in the US and UK.

We will at all times endeavour to appoint reputable suppliers. The terms and conditions of hotels and other providers will be applicable and are expressly incorporated into the contract. These may limit or exclude their liability. Local standards of the relevant country will be relevant in assessing performance of the services being performed in that country. In the event of any complaint, the contract will be regarded as having been performed if local standards relating to those services have been satisfied even if the laws of Israel have not been met.

Our liability, except in cases involving death, illness or injury or cases subject to the international conventions referred to below, shall be limited to a maximum of the price of your trip (not including amendment charges) and we shall have no liability for any loss of business or profits, loss of use or any other consequential or indirect loss or damage.

Our liability to you (and your party) is also limited in accordance with any relevant international convention and European Union regulations, and as if we were a carrier under the relevant conventions and/or regulations. These conventions and regulations limit the amount of compensation that passengers can claim for death, injury, illness, and loss, damage, delay in the transportation of luggage and personal belongings. The terms of the relevant conventions and regulations are expressly incorporated into your contract and copies of applicable conventions and regulations will be provided by us upon request. Some of the conventions and regulations that may apply to your trip, without limitation, are:

- a) in relation to carriage by air, the Warsaw Convention 1929 (whether as amended by the Hague Protocol 1955 or the Montreal Protocol of 1999 or otherwise) or the Montreal Convention 1999 or in relation to flights between the UK and any member state of the European Union, EC Regulation 889/2002;
- b) in respect of carriage by rail, the Berne Convention 1961;
- c) in respect of carriage by sea, the Athens Convention 1974 and where applicable, EU Regulation 392/2009 on the Liability of Carriers of Passengers by Sea in the Event of Accidents, All carriage (by land, air and sea) is subject to the terms and conditions of carriage of the actual carrier. These may limit or exclude liability. These are expressly incorporated into your contract

with us. Copies of these terms and conditions will be provided by us on your request. Our liability will not exceed that of any carrier.

We are not liable to you for (a) any failures which occur in the performance of the contract that are attributable to you or any member of your party, (b) any failures that are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable and unavoidable; or (c) any failures that are due to (i) unusual and unforeseeable circumstances beyond our control, the consequences of could not have been avoided even if we had exercised due care, or (ii) any event which we or any of our suppliers, even with all due care, could not foresee or forestall.

## 9. FLIGHTS – DELAYS, CANCELLATION AND DENIED BOARDING

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport.

It may be necessary to reconfirm your flight with the airline prior to your departure. Please ask us for at least 72 hours before your outbound flight. You should take note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund. Where a flight is changed, delayed or cancelled or you are denied boarding of an aircraft for any other reason, you may be entitled to claim compensation from the airline. You must lodge any claim for compensation directly with the relevant airline. We are not an air carrier and will have no liability to you. Please note that any refund you obtain does not give you an automatic right to obtain a refund or compensation from us. Your right to a refund and/or compensation are set out in section 7 above. If any payments to you are due from us, any payment made to you by the airline will be deducted

## 10. IF YOU HAVE A COMPLAINT

If you have any complaint or problem during your trip, please inform our representatives or the relevant supplier (e.g your hotelier, guide, driver) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us as soon as possible. Furthermore, write to us within 28 days of your return, giving your booking reference and other information. Please keep your letter concise and to the point. If you fail to follow this procedure, we will have been deprived of the opportunity to investigate and rectify your complaint at the time the problem occurred and this may affect your rights under this contract.

## 11. SPECIAL REQUESTS

Whilst we will endeavour to comply with any special requests we receive (such as specific airline seating, dietary requirements or specific rooms and will pass any special requests to the relevant supplier, however, we are unable to guarantee compliance with such requests and are

not liable for any injury, damage or loss suffered in the event of such requests not being complied with.

## 12. EXCURSIONS AND ACTIVITIES

Where excursions and/or activities are booked and paid for in advance as part of the price of the trip and detailed on our booking confirmation, these will form part of the contract with us. We undertake to use reasonable skill and care in selecting suppliers who provide excursions and activities as part of your contract. Any excursions and/or activities that you decide to purchase at any time from a local supplier or third party once your trip has commenced will not form part of your contract with us. Your contract for such excursions/activities will be made with the relevant supplier or third party and on that party's terms and conditions and we have no liability whatsoever for the performance of that excursion or activity.

## 13. EVENT TICKETS

Cancellation or curtailment of a major event or sporting fixture is an unusual occurrence and we accept no responsibility to refund or compensate where changes to an event are made for reasons beyond our control. Every effort will be made to offer alternative arrangements and in the unlikely event of cancellation any refund obtained will be passed on to you.

## 14. DATA PROTECTION

Indah is the data controller of any personal information that you provide, such as name, address and any special needs, health, medical, mobility or dietary requirements, under the Data Protection Act 1998. In order to process your booking and ensure that your travel arrangements run smoothly and meet your requirements, we need to use the personal information that you provide to us. We may pass personal information on to relevant suppliers of your travel arrangements such as airlines, hotels, transport companies and local tour operators. Your personal information may also be provided to public authorities such as customs and immigration, security and/or credit checking companies, credit and debit card companies and government and enforcement agencies if required by them, or as required by law. We may also use your personal information for the purposes of carrying out security checks. Your personal information may be shared with the police or other law enforcement or crime prevention agencies for security purposes.

Your personal information may have to be sent outside the United States or the European Economic Area (EEA), where controls on data protection may not be as strong as the legal requirements in your departure country. This may also apply to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, we cannot properly effect your booking. In making this booking, you consent to this information being passed on to the relevant persons.

If you are travelling to the US, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. International travellers who are seeking to travel to the US under the Visa Waiver Programme (VWP) are now subject to enhanced security requirements and will be required to complete an ESTA (Electronic System for Travel Authorisation) 72 hours before departure and pay an administrative fee. This can be completed on the following website: <https://esta.cbp.dhs.gov/>.

The personal information that you provide to us or which is obtained through your dealings with us, will also be used by us or by processors on our behalf: to review your dealings with us including your purchasing and preferences; to review, develop and improve the trips and services that we offer; for market research purposes and for statistical analysis.

We may wish to contact you by post, email and/or telephone with news, information and offers. To alter your marketing preferences please email us. If you wish to obtain a copy of the personal information held about you, please write to the above address. We may make a charge for supplying this information as permitted by law.

#### 15. JURISDICTION

This contract is governed by the Israeli law and is subject to the jurisdiction of the courts in Tel Aviv, Israel.

#### 16. DOCUMENTATION

We will endeavour to send your tickets, hotel vouchers and final information regarding your trip approximately 2 weeks prior to departure either by priority post or e-mail. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you.

#### 17. CLIENT DISCLOSURE

If you are working in the travel industry or affiliated to any travel industry entity, or are a representative of any travel-related entity, you commit to disclose this to Indah as soon as the initial contact with us is being made.

#### 18. EXCLUSIVITY OF SERVICE PROVIDERS

During your holiday, you will be introduced to, or be acquainted with our local representatives, business partners and other service providers in the holiday destinations. You hereby commit not to attempt to directly order services from the local or international service providers and establishments, introduced to you by Indah, including but not limited to: tour guides, drivers, concierge, valet, advisor, hotel, and any other service provider. Please contact Indah and we will gladly arrange for the services you require, using the service providers of your choice.

## 19. CONTACT INFORMATION

Our normal office hours are 9am until 7pm weekdays GMT (5am until 2pm weekdays EST).

To contact via email please use the email address: [contact@indah.me](mailto:contact@indah.me)