

PLEASE READ CAREFULLY

The purchase of any travel services offered by Midrash Ben Ish Hai (hereinafter "MBIH") constitutes a contractual arrangement between you and MBIH, and represents your acceptance of the MBIH Terms and Conditions set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to booking. MBIH is not the actual provider of services rather it is merely responsible for bringing like minded individuals on this trip and as such is not responsible for the performance of the vendors.

The lead name on the reservation must be 18 years or over at the time of booking. The lead name will be in contract with the supplier and will be responsible for the information provided to the agent for all members of the party this includes the correct spelling of names, title, age, passport and visa information and ensuring that all party members travel with full valid travel insurance.

Anyone making reservations with MBIH are bound by these terms and conditions. If an individual is under 18 years of age a parent or guardian's consent is necessary.

Insurance

Each passenger should travel with adequate insurance cover. Such insurance will ensure that you are covered against unforeseen cancellation charges, medical costs incurred whilst away from home (subject to approval), personal liability claims, loss of money etc.

Passports & Visas

All passengers should be in possession of a valid 10 year passport which must have at least six months validity beyond the return travel date.

You are required to obtain a visa prior to travel. In New York, please contact <https://indiavisa.travisaoutsourcing.com/homepage>.

Please ensure when making a late booking that you have enough time to obtain replacement passports and any necessary visas if required. It is your responsibility to ensure you have the correct passport and visa documentation in good time. Neither we nor the suppliers used to provide your travel arrangements will accept any responsibility if you are unable to travel because you have failed to comply with any passport, visa or immigration requirements.

Medical advice and inoculations

Please seek your doctor's advice for specific information relating to your journey. Inoculations and tablets are required and is your responsibility to receive them from your health provider.

Prices

All prices are subject to availability and final confirmation from the suppliers.

Flight Timings and Holiday Amendments

All flight timings are provisional and subject to change. However you will be advised in advance of any major change as per your supplier's booking conditions. On occasions your supplier may find it necessary to alter your holiday, be it a change of accommodation, service or date. In the event of a change your supplier will have clear guidelines set out in their booking conditions.

Cancellations

Should you find it necessary to cancel or amend your trip, cancellation/amendment charges will apply, these charges will increase the nearer to departure the cancellation/amendment is made and can be as high as 100%. The cancellation/amendment charges to be applied depend in large part on the refunds, if any, from the airlines, hotels, tour operators and other suppliers.

All users agree to protect and indemnify MBIH, its affiliates, and/or their respective suppliers and any of their officers, directors, employees, volunteers and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by:

you or on your behalf in excess of the liability described above; or
by third parties as a result of
your breach of these Terms and Conditions, notices or documents referenced on the Site;
your violation of any law or the rights of a third party.

Release

If you have a dispute with travel service suppliers, including but not limited to airlines, hotels, railroads, car rental agencies, tour operators and consolidators to perform the services offered by such suppliers, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

General Disclaimer

MBIH shall not be liable for failure of travel service suppliers, including but not limited to airlines, hotels, cruise lines, railroads, car rental agencies, tour operators and consolidators to perform the services offered by such suppliers. MBIH, in providing travel management services, does not guarantee or insure the services to be provided by any supplier, the financial position of such suppliers or the reimbursement to you from any loss experienced as a result of the financial condition of such supplier. In the event that a supplier defaults prior to providing the service to you for which payment has been made, the sole recourse for refund shall be with the defaulting supplier, or from your insurance covering such defaults.

Except as expressly stated herein, MBIH assumes no responsibility for actions relating to travel services beyond the control of MBIH or its employees. MBIH is not responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, nonperformance, irregularity, or any consequence thereof, which may be occasioned through neglect, or default or any other act or inaction of any supplier of Travel or related products. MBIH shall not be liable for any fluctuation in price or change in schedule or equipment or accommodations for any travel service, which occurs subsequent to payment for such service.

MBIH has no control over and assumes no liability for the actions of the suppliers from whom it obtains Travel products.

Once tickets have been issued there may be a penalty involved for refunds.

Deposit & Final Payment:

A non-refundable, non-transferable land deposit of \$250 per person is required for MBIH to reserve space for you, with some limited exceptions as noted below. MBIH accepts checks, money orders, American Express, Visa, MasterCard, and Discover. Your booking is not confirmed and payment is not deemed made until the deposit is received by MBIH and you receive a confirmation. Your reservation will be automatically canceled if deposit is not received by MBIH by the deposit due date. On certain departures, deposits may be required at time of booking to hold or to confirm space for you. Payment of the deposit indicates you have read and accepted these Terms and Conditions.

Please review and verify your booking invoice thoroughly and contact MBIH immediately if it appears to be incorrect or incomplete, as it may not be possible to make changes later. MBIH cannot accept responsibility if we are not notified of inaccuracies upon receipt of the invoice. In the case of billing errors, MBIH reserves the right to re-invoice you with correct pricing.

If final payment is not received by the due date, your reservation will be canceled and your full deposit, including Travel Protection payments and any air deposits or Instant Purchase Air purchases (including applicable fees), will be retained by MBIH. MBIH is not responsible for canceled land and/or air reservations in the event payment is not received by the final payment date. Payment in full is required at time of booking for reservations made within the final payment date of your trip.

MBIH reserves the right to cancel or reschedule the trip for any reason, including insufficient demand or force majeure. If a trip is canceled prior to departure, MBIH's only responsibility will be to refund the amount received for the reservation. MBIH cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through MBIH.

Revisions and Revision Fees:

Fees may be charged for any alteration or revision made to a reservation after deposit or payment is received. Any revision to a booking, including but not limited to flight cancellations or name changes, may result in the loss of confirmed airline reservations or increased airfare which will be payable by you. Intra-vacation air and hotel penalties may also apply to alternations or revisions to a booking and may be up to 100% of the full price. A change of traveler name, vacation date, or itinerary within final payment may be treated as a full cancellation and new reservation; vacation and airfare cancellation fees (as above) apply.

Some countries may require aircraft cabin insecticide treatment for in-bound foreign flights. For more information about aircraft disinfection requirements and a list of countries requiring disinfection of in-bound flights, please visit <http://ostpxweb.dot.gov/policy/safetyenergyenv/disinsection.htm>

Participation:

For the benefit of everyone on the trip, MBIH reserves the right to accept or reject any participant and to remove any participant, at MBIH's own discretion, whose conduct is deemed incompatible with the interests of the other participants. MBIH will not refund or cover any cost or expenses incurred for termination of vacation arrangements due to unacceptable behavior.

Travelers Who Need Special Assistance:

You must report any disability requiring special attention to MBIH at the time the reservation is made. MBIH 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. MBIH cannot provide individual assistance to a vacation participant for walking, dining, getting on and off motorcoaches cruise ships and other vehicles, or other personal needs. MBIH strongly recommends a qualified and physically able companion must accompany travelers who need such assistance.

Not all sightseeing stops/sites accommodate wheelchairs and some locations and sightseeing activities require extensive standing, sitting or walking, sometimes on unpaved or cobblestone streets. MBIH is not responsible for any missed activities due to a participant's inability to participate with the group. The Americans with Disabilities Act is only applicable within the United States and facilities for disabled individuals are limited outside its borders. Most transportation services, including the touring motorcoaches and cruise ships, are not equipped with wheelchair ramps

Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be traveling with adults other than the parents or with only one parent, it is recommended that a notarized letter be written by the parents or non-traveling parent granting authorization to travel, including the dates of travel. We suggest that you also contact the appropriate consulate and airlines because they may have additional requirements or recommendations.

Some government agencies in foreign countries require certain personal and other details related to you, including but not limited to government-issued identification and passport details. If you fail to supply the details as requested fully and accurately, your trip may be interrupted or cancelled. There are no refunds for failure to provide documentation or failure to provide documentation by the time required.

Baggage Allowance:

Porterage at hotels is not included in the price. Airport/train station porterage is not included. Please be prepared to carry your own suitcase on and off airplanes and trains and through airports and train stations. Due to limited motorcoach capacity, your single bag should have dimensions not exceeding 30"x21"x11" and weight not exceeding 50lbs (22kg) unless otherwise noted in your Travel Documents.

Gratuities:

Gratuities are not included for services during the trip, and are discretionary.

The following charges are not included: airline baggage fees including checked and/or excess baggage fees; Federal inspection fees for the Federal U.S. Customs and Immigrations; International Air Transportation tax; agricultural tax; other per person taxes imposed by government entities; airport taxes and fees, U.S. and International arrival and departure and other government-imposed added by the airline and applicable at time of booking; port taxes; passports; visas and vaccinations; tips to your Tour or Cruise Director, Local Host, driver, Local Guides, and/or ship's crew; gratuities on ferries, trains, and cruise ships; laundry; telephone; minibar; alcohol, beverages, and food outside of the contracted MBIH; airport transfers on non-qualifying flights; optional excursions; porterage at airports and train stations; Travel Protection; and all other items of a personal nature.

Holidays:

During local or national holidays or special events, peak seasons, on Sundays, and during religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours, hotels, and shopping may be limited or not available. Alternatives will be offered whenever possible. MBIH cannot be held responsible for any closures, necessary itinerary changes or curtails for any reason.

Safety:

Please be aware that during your participation in the trip, 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. MBIH will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While MBIH 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 MBIH harmless regarding any provision of medical care or the adequacy of any care rendered. MBIH 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 MBIH harmless for such.

You hereby waive any right to punitive damages.

If the services included in the trip cannot be supplied or there are changes in an itinerary for reasons beyond the control of MBIH, depending on the circumstance, MBIH will take reasonable action to arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of vacation participants, and any resulting savings will be refunded by MBIH to vacation participants.

You agree that neither MBIH nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator under the Travel Protection Plan, or any other person.

No person, other than an authorized representative of the Company by a document in writing, is authorized to vary, add, or waive any term or condition on its Web site, including any term or condition set forth in the preceding provisions.

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Venue:

Regardless of how you have come to MBIH and where you or the parties you are registering are currently domiciled or will be domiciled in the future any claims against the MBIH its agents, subsidiaries, servants, employees and/or contractors will be brought by you or on your behalf will be under the jurisdiction of New York State Supreme Court, Nassau County. Unless mandated by law you agree to waive trial by jury.