



TERMS & CONDITIONS

Condé Nast Traveler Voyages is operated by Cox & Kings

BOOKING PROCEDURE

Please read the conditions of travel as your booking is subject to the terms listed below. A contract is entered into once your travel agent or East India Travel Company, Inc. (DBA Cox & Kings) receives your deposit and we accept and confirm the booking. Please note that travel arrangements are not confirmed until stated so in writing by Cox & Kings. Payment of any monies constitutes acceptance and understanding of Cox & Kings' Terms & Conditions as laid out below, as listed on our website and in our pre travel documentation.

PAYMENT

For most trips, a per person deposit of 25% of the program price is required to secure the arrangements, and will be your only obligation until 90 days prior to your departure date. For trips with other deposit and cancellation requirements, your travel specialist will inform you at time of booking. The balance of the cost must be paid 90 days before you travel. Payment should be made to Cox & Kings in Los Angeles, California. If the final balance is not received on time, Cox & Kings reserves the right to treat the booking as cancelled by you and to levy cancellation charges. If you book your travel 90 days or prior to departure, the full amount of your trip must be paid in order to confirm the booking.

ALTERATIONS BY YOU

If you request any amendments to your travel arrangements once your booking has been confirmed, an amendment fee of \$150 per alteration will be charged. If you request any changes in services or accommodation, once commencement of travel, Cox & Kings will do all possible to accommodate your request, however, any costs incurred due to such amendments, you will be liable for any cancellation/retention charges that may be levied for the previously booked service and for any costs incurred to secure revised arrangements.

CANCELLATION BY YOU

Should you wish to cancel your travel arrangements, you must notify Cox & Kings in writing. Please note that deposits are refundable minus a per person administrative fee of \$400 if the cancellation is received more than 91 days prior to departure. Please state the reason for cancellation as you may be covered by your insurance policy. For notification received within 90 days of departure, the following cancellation charges are applicable:

Days before Departure 90 days or longer

89 to 61

60 to 31

30 to Day of Departure

CANCELLATION CHARGE

\$400 per person administrative fee (some exceptions apply, you will be notified at time of booking)

20% of total land program price 50% of total land program price 100% of total land program price

We cannot give any allowance or refund for meals, rooms, excursions, etc. that have not been consumed or utilized, when these services have been included in the price of the program. No refund can be made on lost, mislaid or destroyed travel tickets. Certain programs and holiday departure dates may have higher penalties for cancellation, your travel specialist will advise at time of booking. Any air tickets issued at any time are subject to the terms of the airline. To protect your investment, we strongly recommend that you purchase full coverage travel insurance.

ALTERATIONS MADE TO THE SCHEDULED PROGRAM

Travel arrangements are planned and secured in advance and so changes in itinerary content may be unavoidable. These changes may be due to circumstances amounting to “force majeure” or reasons beyond Cox & Kings’ control. They could include but not limited to; delay in departure due to flight disruption, closure of a hotel, strikes, riots, natural occurrences, decisions by State Governments or Tourist Organizations that cause forced alterations to a planned itinerary, its duration, time spent in a city or requiring the need to remove a city or part of from the itinerary caused by a local occurrence or situation. In such cases, Cox & Kings will offer comparable alternative arrangements. If any of the circumstances listed above occur during the course of the program, we reserve the right to alter the scheduled itinerary accordingly and compensation cannot be paid. We will make every reasonable effort to provide the booked arrangements but minor changes may occur. If changes are significant we shall where possible, inform you or your travel agent before your departure. Please note that Cox & Kings cannot be held responsible for any price increases or surcharges caused by governmental action, additional taxes imposed, fluctuations in exchange rates, increases in scheduled airfare or increases in fuel surcharges should Cox & Kings need to pass along these increases. Any increase in the original program price will be notified to you at least 91 days before departure. If you make your booking within 90 days of departure, the surcharge will be included in your invoice. Any surcharge will not exceed 10 percent of the listed program price. For scheduled group departures, it may be necessary to re-cost your program due to a low number of participants. You will be contacted 90 days prior to your departure date and advised should a supplementary fee apply. If all group members accept the increased cost the tour will operate as scheduled. However, if the supplement is not accepted by you then you will be entitled to a full refund of all monies paid or to transfer your deposit to a different program.

DOCUMENTATION REQUIRED FOR TRAVEL:

Passports, Visas and Your Responsibilities

All travelers require a passport with at least six months validity beyond completion of travel. The client accepts full responsibility for obtaining all travel documentation, including but not limited to passport, entry visa and permits prior to commencement of travel, and is solely responsible for any consequences resulting from missing or defective documentation. Any information or advice given by Cox & Kings regarding visas, vaccinations, climate, what to pack, baggage, etc., is purely advisory and provided as a courtesy. Cox & Kings is not responsible for any errors or omissions as to the information provided by third parties. Visas may be required to travel to your chosen destination and U.S. citizens should consult with the appropriate Consulates and Embassies. It is the responsibility of the individual traveler to secure the proper documentation prior to commencement of travel.

TRAVEL WARNINGS

It is the responsibility of The Traveler to become informed about the most current travel advisories and warnings by referring to the U.S. State Department’s travel website at www.travel.state.gov or by phone at 1-888-407-4747. In the event of an active State Department Travel Warning against travel to the specific destination location/s of the trip, should The Traveler still choose to travel, notwithstanding any travel advisory or warning, The Traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

WHAT YOUR LAND PROGRAM PRICE INCLUDES:

- Private arrival and departure airport transfers to and from your hotel
- All planning, handling and operational charges
- Accommodation as noted in itinerary, based on double occupancy
- Privately guided sightseeing in air conditioned vehicle (exceptions may apply)
- Services of Professional English-Speaking Guide(s) and/or Tour Escort as detailed in your itinerary
- All entrance fees mentioned in itinerary
- Meals as mentioned in itinerary
- Baggage handling, 2 pieces per person unless otherwise noted. (Please note that any additional luggage may require modification in vehicle size)
- Other inclusions as noted in your itinerary

WHAT YOUR LAND PRICE EXCLUDES:

- International and internal region airfare, unless otherwise stated
- Meals other than those mentioned in itinerary
- The cost of personal items such as laundry, drinks with meals or otherwise, additional incidentals, etc.
- Airport Security Charges if levied by any airport to cover the cost of security arrangements and payable locally and Airport Departure Taxes (if applicable)
- Optional and additional sightseeing not included in itinerary
- Cost of obtaining passports or required visas where necessary

- Any fees associated with using air miles for your air travel
- Transport between your home and home airport/port/station
- Gratuities unless stated in “What Your Land Price Includes”
- Travel Protection Insurance
- Other inclusions if not noted under “Includes”

COX & KINGS’ LIMITS OF RESPONSIBILITIES

Except where otherwise stated in these Terms & Conditions, neither Cox & Kings nor any Third Party Supplier can accept liability or pay compensation where our performance of our or our supplier’s contractual obligations is affected by or you otherwise suffer any damage or loss as a result of force majeure. In these terms and conditions force majeure means any event which we / the supplier of the service(s) or the third party supplier could not, even with all due care, foresee or avoid. Such events may include but not be limited to; actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire, and all similar events outside the control of the party concerned.

Cox & Kings makes arrangements with airlines, hotels and other independent parties to provide the travel services you purchase. We do not own or operate any of the accommodation, transport or other facilities used in connection with our programs. We therefore cannot accept liability for negligence of the staff of these organizations. These parties are independent suppliers over whom we have no direct control. Cox & Kings is not liable in the event of any failure by any person or company to render any transportation, accommodation or other travel service to be provided on the journeys, or for expenses incurred due to delays caused by weather, strikes, war, civil disturbances, natural disasters, flight delays, government actions, mechanical failures or any acts of God. Cox & Kings cannot assume any responsibility for flight delays, cancellations or missed connections and is not liable for any expenses or consequences resulting therefrom, and such expenses are to be borne by the traveler. When you travel with an airline the Conditions of Carriage of that airline will apply. These conditions are the subject of International Agreements and may limit or exclude liability. Your travel agent or airline can advise you of these conditions. The participant waives any claim against Cox & Kings for any damage to, or loss of, property, or injury to, or death of, due to any act, or negligence of any airlines, surface transportation companies, hotels or any person rendering any of the services or accommodations included. Cox & Kings cannot be held responsible for any claim, losses, damages for delay of baggage or other properties, inconvenience, loss of enjoyment, upset and disappointment, distress or frustrations, whether physical or mental, resulting from the act or omission of any party providing services.

The participant assumes and understands that all travel has inherent risk that may result in injury or death from participation in activities, including but not limited to, driving, hiking, walking, touring, visiting archeological sites, walking on uneven surfaces, riding on rough roads, rafting, boating, canoeing riding in helicopters, on trains, boats, swimming, surfing, horseback or camel riding, and any other activities. Participant knows and is familiar with the activities in their itinerary and is able to confirm that they meet the physical requirements to participate.

All services are subject to the laws of the countries in which these services are rendered. Venue for all claims or disputes shall be exclusively in Los Angeles County, California, U.S.A., whose courts, using California Law, shall have exclusive jurisdiction. Damage claims against Cox & Kings shall be limited to the value of the particular item in dispute and not for any incidental, consequential, or special damages. Cox & Kings assumes no responsibility for representations made by others including, but not limited to, any employee of Cox & Kings or independent travel agent. Payment for reservations on any Cox & Kings travel arrangements shall constitute consent to all the provisions in the Booking Terms & Conditions published herein and is binding on all travel participants.

UNITED STATES TOUR OPERATORS ASSOCIATION

\$1 Million Travelers Assistance Program

Cox & Kings, The Americas, as an Active Member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of Cox & Kings, The Americas’ customers in the unlikely event of Cox & Kings, The Americas bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by Cox & Kings, The Americas may be sufficient to provide only a partial recovery of the advance payments received by Cox & Kings, The Americas. More details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to information@ustoa.com or by visiting their website at www.USTOA.com.