

# TERMS AND CONDITIONS

Prices valid from January 01 to December 31, 2010

## Rates and Fares:

- The prices of the tours are guaranteed, but if unforeseen circumstances beyond Ya'lla Tours USA's control occur, i.e. increased government taxes, etc., Ya'lla Tours USA will adjust the price accordingly.
- Prices are subject to change due to fluctuation in currency exchange rate.

## Deposit and Payment Policy:

- A deposit of \$500 per person, per country booked is required upon booking the tour.
- Final payment is due sixty days prior to departure.
- If booking within 21 days of travel, an additional fee of \$75 per person will apply.
- A change fee of \$50 per person will apply to any changes made by the traveler after confirmation has been sent.

## Cancellations & Refunds:

- Transportation, lodging, meals, entertainment and other services are sold on a partial refundable basis depending upon the date, in relation to the departure date, such services are canceled. The cancellation fees and calculations are set forth below.
- 60 days or more prior to departure, a service fee of \$100 per person, per country will apply.
- If a tour is canceled 60 days or less from departure date and full payment has not been received in our office, the deposit will then be forfeited in full.
- Once full payment has been received, any refund made will be subject to a \$75 per person administration fee.
- 59 to 30 days prior to departure, a cancellation fee of 50% of the tour cost will apply.
- 29 to 15 days prior to departure, a cancellation fee of 75% of the tour cost will apply.
- 14 days or less prior to departure, a cancellation fee of 100% of the tour cost will apply.
- In the case of cancellation by Ya'lla Tours USA for any reason, a full refund will be made.
- No refund will apply to any unused services including but not limited to flights, accommodations, touring, meals and/or transportation.

## Passenger responsibility:

Passenger has read the above terms and conditions and agrees to each of them. Passenger hereby warrants that they fully understand each of them. Specifically passenger understands that should he/she cancel their trip for any reason, passenger will be charged the cancellation fee set out in the 'Cancellations & Refunds' section.

## Passport And Documentation:

Your passport must be valid for at least six months following your entry date to your travel destination. For more specific visa requirements, please contact your nearest relevant consulate for current information.

## Land Arrangements:

The Tour Operator reserves the right to change the itinerary due to unforeseen circumstances. In all cases, Ya'lla Tours USA will do its best to maintain the content of the tour. The Tour Operator reserves the right to change the hotels listed on the tour for others of similar quality.

## Responsibility And Liability:

Ya'lla Tours USA acts as agent for services provided by operators herein and cannot be held liable for any services provided listed in this brochure or any other services incidental thereto. Further the responsibilities of air carriers are limited in accordance with international agreements and tariffs. Whereas Ya'lla Tours USA and the participating airlines and tour operators operate the land tours offered under this program only as agents of the aircraft, railroads, car rental contractors, steamship lines, hotels, bus operators, sightseeing contractors and others who provide the actual land arrangements. We are not liable for any act, omission, delay, injury, loss, damage or nonperformance occurring in connection with these tours. The Passenger contract in use by the airline concerned shall constitute the sole contract between the airline and the purchaser of these tours and/or passenger. Ya'lla Tours USA reserves the right to bring legal action to collect damages in the event that purchaser fails to pay any fees due and owing for services, including cancellation fees as set out in the section entitled 'Cancellations & Refunds'. The parties agree that should legal action be commenced, the prevailing party will be entitled to his/her or its reasonable attorney fees and court costs in addition to the actual damages sustained and proven. Venue for any dispute is Multnomah County Circuit Court, Oregon. This contract shall be governed by the laws of the State of Oregon.

## Travel Insurance:

Travel insurance is not included in your tour price. It is the passenger's responsibility to verify whether his/her local health insurance carrier provides coverage while traveling outside of the USA. Please contact your insurance carrier for details. Ya'lla Tours USA strongly advises that you purchase a comprehensive travel insurance policy to cover all aspects of your tour; including the loss of deposits through cancellation, loss of baggage and personal items, personal injury and death. A waiver must be signed if insurance is declined.

## Entire Agreement Severability:

This is the entire agreement of the parties and it maybe amended only by written agreement signed by both Ya'lla Tours USA and the client. If any part of this agreement is held unenforceable by a court of law, the rest of this agreement will nevertheless remain in force and effect.

## Your Trip Is Important Protect It

Ya'lla Tours USA, Inc. offers its clients quality travel protection, to ensure peace of mind when they travel.



**TRIP CANCELLATION AND INTERRUPTION**  
Pays up to the trip cost for your nonrefundable payments/deposits if you cancel prior to departure; or any unused land arrangements and additional airfare paid to return home or to rejoin your trip (limited to economy one-way airfare) if you must interrupt your trip after departure, due to a covered reason such as injury, sickness or death for Other Covered Events, as defined.



**\$500 TRAVEL DELAY**  
Covers additional accommodation and traveling expenses up to \$100 per day (maximum \$500) when your trip is delayed 8 hours or more due to a covered reason such as Common Carrier delay, lost or stolen documents, sickness or injury.



**\$1,000 BAGGAGE & PERSONAL EFFECTS**  
Covers loss or damage to baggage, personal effects and travel documents during your trip.

**\$100 BAGGAGE DELAY**  
Covers personal articles when baggage is delayed more than 24 hours.



**MEDICAL EXPENSE/EMERGENCY ASSISTANCE**  
Coverage up to \$25,000 for medical expenses incurred within one year of an injury or sickness suffered during your trip, emergency dental treatment during your trip by a dentist. Up to \$50,000 for evacuation and transportation as directed by a physician to the nearest adequate medical facility (home, in the event of death), and expenses for an escort if you are disabled and an escort is recommended in writing by a physician.



**TRAVEL INSURED TRAVEL ASSISTANCE**  
Provided by ON CALL International, LLC - A worldwide network of multilingual professionals are available 24 hours a day to help you with a medical or legal emergency as well as many other travel related emergencies.

TRIP COST	RATE	TRIP COST	RATE
\$0 - \$500	\$60	\$5,001 - \$6,000	\$349
\$501 - \$1,000	\$84	\$6,001 - \$7,000	\$440
\$1,001 - \$1,500	\$115	\$7,001 - \$8,000	\$502
\$1,501 - \$2,000	\$145	\$8,001 - \$9,000	\$563
\$2,001 - \$3,000	\$195	\$9,001 - \$10,000	\$625
\$3,001 - \$4,000	\$256		
\$4,001 - \$5,000	\$319		

Trip cost & rates are per person.

For trips over \$10,000 per person contact Ya'lla Tours.

Rates are subject to change. This is just a brief description of benefits. For more information, a full Description of Coverage is available at [www.yallatours.com](http://www.yallatours.com) under Terms & Conditions or on request from Ya'lla Tours.

For questions, please call 1-866-684-0218.

