

## TRAVELSPAN VACATIONS – TOUR PARTICIPANT AGREEMENT

**GENERAL:** When you reserve your TRAVELSPAN VACATIONS trip as provided herein, a contract is made and each party has certain rights and obligations as set forth below. The piece of the trip, dates of the outbound and return flights, the origin and destination cities and itinerary, identity of the air carrier, the type and seating capacity of the aircraft, and other conditions, are as specified in the accompanying TRAVELSPAN VACATIONS flyer/brochure and your accepted reservation, and are incorporated by the reference herein. Certain provisions of the contract, as specified herein apply only to Public Charter trips utilizing a charter carrier (herein after collectively or individually referred to as the "Charter Carrier") are Public Charter trips. All provisions of this contract not identified as applicable only to Public Charter trips apply to all TRAVELSPAN VACATIONS trips, including its Public Charter trips.

**RESERVATIONS AND PAYMENT:** To reserve space you must submit a signed reservation form to a Travel Agency or directly to TRAVELSPAN VACATIONS accompanied by a deposit in the amount of \$100.00. TRAVELSPAN VACATIONS will process applications for reservations on first-come-first-serve basis as established by their order of receipt by TRAVELSPAN VACATIONS. Payment for reservations that cannot be accommodated because the requested transportation is fully booked will be returned within seven (7) days, or with your authorization, TRAVELSPAN VACATIONS will retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Full payment is due 45 days prior to departure. For reservations made within 45 days of departure, full payment is due immediately. Reservations made within 2 days of departure are subject to a \$20 per booking late fee. FOR PUBLIC CHARTER TRIPS, ALL CHECKS AND MONEY ORDERS MUST BE MADE PAYABLE TO: VALLEY NATIONAL BANK, 110 West 34th Street, Suite 300, New York, NY 10001, or to your travel agent who must make their check payable to the depository account at the bank. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of receipt of monies. There is no liability on our part in respect of any monies paid to your travel agent unless and until we notify (by way of a Booking Confirmation) that monies paid have been received by us.

**PASSENGER CANCELLATIONS, CHANGES OF DATES AND REFUNDS:** IF YOU CANCEL OR CHANGE THE DATES FOR YOUR RESERVATION, YOUR RIGHT TO RECEIVE A REFUND IS LIMITED as set forth in the following schedule. All requests and refunds must be sent to TRAVELSPAN VACATIONS in writing at its address shown above, and shall be effective upon receipt of the payment by TRAVELSPAN VACATIONS.

**CANCELLATION POLICY:**

**CANCELLATION CHARGES IF YOU CANCEL**

Prior to 45 days before departure .....\$25.00 per person  
 44 to 31 days before departure .....\$125.00 per person  
 30 to 16 days before departure .....\$250.00 per person  
 15 days or less before departure .....No refund  
 No show / or day of departure .....No refund  
 Cancellation of return flight .....No refund

**SURETY BOND:** Your payments are protected in part by a \$200,000 Surety Trust agreement, which we have obtained from international Fidelity Insurance Co. Unless you file a claim with us, or we are not available with IFIC, within 60 days after the completion of the charter, the surety will be released from the liability to you under this surety trust agreement.

**CANCELLATIONS BY TRAVELSPAN VACATIONS AND MAJOR CHANGES:** Except as provided below for Public Charters, TRAVELSPAN VACATIONS reserves the right to cancel your trip at any time prior to scheduled departure and for any reason, including lack of participation. If this happens, TRAVELSPAN VACATIONS will notify in advance, in case of Public Charters that notice will be in writing and provided within 7 days of cancellation. FOR PUBLIC CHARTERS ONLY, TRAVELSPAN VACATIONS WILL NOT CANCEL A PUBLIC CHARTER TRIP LESS THAN 10 DAYS BEFORE DEPARTURE, EXCEPT FOR CIRCUMSTANCES THAT MAKE IT PHYSICALLY IMPOSSIBLE TO PERFORM THE TRIP. If such a circumstance occurs, TRAVELSPAN VACATIONS will notify you as soon as possible, and if the trip is cancelled, TRAVELSPAN VACATIONS will refund all moneys within 14 days.

FOR PUBLIC CHARTERS ONLY IF TRAVELSPAN VACATIONS MAKE A PRE-DEPARTURE 'MAJOR CHANGE' TO A PUBLIC CHARTER TRIP, YOU MAY CANCEL WITHIN SEVEN (7) DAYS AFTER RECEIVING NOTIFICATION OF MAJOR CHANGE (BUT NO LATER THAN DEPARTURE) AND RECEIVE A FULL REFUND WITHIN 14 DAYS THEREAFTER. Only the following constitute major changes: (1) a change in departure or return date unless the changes result from a flight delay experienced by the air carrier, although a delay of longer than 48 hours will always be considered a major change; (2) a change in the origin or destination city, unless the change effects only the order in which cities named in a trip package are visited; (3) a substitution of any hotel not listed in the application brochure; (4) a price increase of more than 10 percent 10 days before departure. If a major change occurs, TRAVELSPAN VACATIONS will notify you with 7 days after learning of the change, but at least 10 days before scheduled departure. If TRAVELSPAN VACATIONS first becomes aware of a major change less than 10 days before scheduled departure, we will notify you as soon as possible.

FOR PUBLIC CHARTERS ONLY, IF A MAJOR CHANGE WHICH YOU ARE UNWILLING TO ACCEPT OCCURS IN A PUBLIC CHARTER TRIP AFTER DEPARTURE OF YOUR OUTBOUND FLIGHT, TRAVELSPAN VACATIONS WILL REFUND WITHIN 14 DAYS AFTER YOUR SCHEDULED RETURN DAY, THAT PORTION OF YOUR PAYMENT WHICH APPLIES TO THE SERVICE(S) NOT PROVIDED.

**AIR TRANSPORTATION:** Flights included in this trip are to be operated by the Charter Carrier(s) and/or scheduled carrier(s) identified in the brochure (hereafter collectively called "The Airline"). The Airline supplies the air transportation subject to all applicable US and foreign laws, regulations and treaties governing air transportation. If foreign rights are denied for an international flight, the

flight will be cancelled with a full refund to the participant. TRAVELSPAN VACATIONS and the Airline reserves the right to substitute another duly licensed Charter Carrier or scheduled carrier and/or to change the aircraft type, capacity and routing and do not guarantee single-plane service. No refunds will be given for such substitution or changes. Additionally, and subject to provisions to this contract governing 'Major Changes' for Public Charters, TRAVELSPAN VACATIONS reserves the right to change the form of air service from charter flight to scheduled flight and vice versa, and to remove funds from the applicable escrow account to the extent necessary to pay for transportation on behalf of participants, and seek governmental approval by waiver of particular regulations or otherwise, to the extent necessary to exercise its right hereunder. Protection afforded for Public Charter passengers will only apply to those passengers who actually travel on a Public Charter Flight. Those passengers who actually travel on scheduled service will receive only the protections herein described applicable to scheduled service.

**BAGGAGE ALLOWANCE AND LIABILITY:** Baggage allowance is 44 pounds per person. Any overweight luggage is subject to additional charges by the air carriers. For international flights the air carrier's liability is limited to the actual value of the baggage, but not more than approximately \$307 per pound in case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. For domestic (US) flights, the liability is limited to \$1,250.00 per passenger for both checked and unchecked baggage. The air carrier's liability excludes jewelry, camera equipment, cash, fragile or valuable items and minor damage due to normal use. All damage or loss should be reported directly to the carrier in writing immediately upon delivery thereof. All claims are subject to proof of amount of loss, and to preserve the passenger's rights, should be presented directly to the carrying Airline in writing immediately upon discovery of the claim.

**RESPONSIBILITY:** FOR PUBLIC CHARTERS, TRAVELSPAN VACATIONS, 110 West 34th Street, New York, NY 10001, acts as principal and is responsible for making arrangements with Airlines, hotels, ground transportation companies and other travel suppliers to provide the services and accommodations included in the trip. For scheduled service, TRAVELSPAN VACATIONS acts only as the agent of the respective Airline(s) and, as such, shall not be responsible for the provision or operation of such flights. In each case transportation provided by Airlines is subject to all of the terms and conditions of the respective carriers' applicable tariff and or contract of carriage. Inquire of the Airline of details. Also Airlines, hotels, ground transportation companies, and other travel suppliers are not agents or employees of TRAVELSPAN VACATIONS, but are independent contractors over whom TRAVELSPAN VACATIONS has no direct control. Accordingly, you hereby agree that, except as otherwise provided, TRAVELSPAN VACATIONS is not responsible or liable absent negligence or TRAVELSPAN VACATIONS' part for any loss, injury, expense, damage b property, or personal sickness, injury or death which results directly or indirectly from (a) any act or failure to act (including, but not limited to delays), whether negligent or otherwise, or any airline, hotel, ground transportation company, or any other travel supplier, or (b) any other cause or act, of whatsoever nature, beyond TRAVELSPAN VACATIONS' direct and immediate control. Any deviation from the advertised trip, which you initiate, is solely your responsibility.

*Other matters concerning your responsibility and ours are as follows:*

**DOCUMENTATION:** Possession of the proper documentation is solely the responsibility of the passenger. Each passenger must have a valid passport, visa and/or proof of citizenship (as required by governmental authorities). Failure to provide the airline or governmental officials with necessary documents may lead to denial of boarding in which case TRAVELSPAN VACATIONS and the air carrier shall have no obligation to board the affected passenger or provide any alternate transportation. The passenger's failure to provide such documentation shall result in automatic cancellation without right to any refund.

**TICKETS AND VOUCHERS:** Once presented to the passenger, the safekeeping of tickets, vouchers, and other travel documents shall be the passenger's responsibility. TRAVELSPAN VACATIONS is not responsible for loss, theft or misplacement, or any additional expenses incurred through the loss, theft or misplacement, of these documents. The passenger's failure to possess necessary tickets may result in denial of boarding without right to alternate transportation or refund.

**TRAVELSPAN VACATIONS PRICE TERMS:** Subject to 'Major Changes' provision of this contract for Public Charters only, TRAVELSPAN VACATIONS reserves the right to increase the price of trip for any reason, including but not limited to, increase in airline costs, fluctuations in monetary exchange rates, and changes in other costs and rates.

**NOT INCLUDED:** Trinidad & Tobago departure tax, utility charges, energy surcharges (if any); anything of a personal nature, any items featured or services not specifically included in the itinerary.

**MISCELLANEOUS:** TRAVELSPAN VACATIONS reserves the right to amend this contract without notice to participant (including but not limited to, amendment to change TRAVELSPAN VACATIONS' depository bank or secure) as long as the amendment is in compliance with applicable government regulations or waivers thereof. THE RIGHTS AND REMEDIES MADE AVAILABLE UNDER THIS CONTRACT ARE IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE UNDER APPLICABLE LAW, HOWEVER, ACCEPTANCE BY THE PARTICIPANT OF A REFUND OFFERED UNDER THIS CONTRACT SHALL CONSTITUTE A WAIVER OR SUCH OTHER RIGHTS AND REMEDIES.

**INSURANCE:** Trip cancellation, health and accidental insurance is available for purchase by all TRAVELSPAN VACATIONS passengers, and TRAVELSPAN VACATIONS recommends that you purchase it. Details on this recommended insurance will be sent to you if you check the appropriate space on the attached form.

Receipt of payment will acknowledge acceptance of this agreement.

NAME (PRINT) _____ ADDITIONAL NAMES _____ ADDRESS _____ CITY _____ HOME PHONE ( ) _____ BUSINESS PHONE ( ) _____ DEPARTURE DATE _____ RESERVATION # _____ RETURN DATE _____ TOTAL NUMBER OF SEATS ____ INSURANCE INFORMATION REQUESTED (Y/N)	<b>FOR RESERVATIONS AND INFORMATION CALL YOUR TRAVEL AGENT:</b>           Signature <b>X</b> _____
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I (WE) HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS SET OUT IN THIS BROCHURE