

# TERMS AND CONDITIONS

## Reservation and Payment

Reservations can be made through your travel agent, by mail or by fax with a reservation form and deposit payable to China Travel Service(USA), Inc. Payments may be made by check or by credit card. A signed credit card authorization form and copy of passport is required for credit card payment.

**DEPOSIT:** \$300 per person is required at time of reservation, either by check or credit card. Upon receipt of your deposit, an invoice will be forwarded to you as confirmation.

**FINAL PAYMENT:** Final payment is due 60 days prior to departure. Occasionally payment for air tickets will be required sooner, based on the ticketing deadline assigned by the airline. When a reservation is made less than 60 days prior to departure, full payment will be due upon confirmation of the reservation.

**RUSH FEE:** Reservations made less than two weeks prior to departure will incur a Rush Fee of \$75.

**CHANGE FEE:** Changes made after reservations are confirmed will incur a Change Fee of \$75 plus any other airline/ hotel/ cruise line penalties apply.

## Tour Price

The land and air tour price, unless otherwise stated, covers roundtrip airfare from the West Coast of the U.S.A. and expenses incurred in Asia for transfers, transportation, sightseeing, accommodation at hotels specified or comparable hotels (based on double occupancy), meals as mentioned, tour guide services, and handling of one piece of luggage weighing no more than 20 kgs (44 lbs).

Not included in the tour price are the visa fees, travel insurance, airport taxes, airport construction fees, meals or services not mentioned, gratuities or personal expenses such as excess luggage fees, laundry, postage, communications and beverages.

## Health

In order to ensure smooth operation of our tours, China Travel Service (U.S.A.), Inc. requires exclusion of any person whose health makes them unsuitable for long trips. Please be advised that our tours to Tibet and Sichuan go to high altitudes, and we recommend those who are planning to travel to these areas consult with their doctor before departure, especially those with high blood pressure and heart conditions. There will be no refunds for early departure due to altitude sickness, and we therefore recommend the purchase of travel insurance for those planning to travel to these areas.

## Insurance

China Travel Service (U.S.A.), Inc. is pleased to provide our clients with our comprehensive travel insurance plan. We strongly recommend the purchase of this plan to protect you and your travel investment.

## Responsibility

1. China Travel Service (U.S.A.) Inc. acts only in the capacity of an agent for purveyors of transportation, sightseeing and hotel accommodation. All coupons, receipts and tickets issued by China Travel Service (U.S.A.) Inc. are subject to the terms and conditions stipulated by the suppliers. China Travel Service (U.S.A.), Inc. shall be exempt from any liability for loss or damage to property, injury of persons, accidents, delays, irregularities or other occurrences beyond its control. Every effort will be made to adhere to published itineraries. However, China Travel Service (U.S.A.), Inc. reserves the right to alter any itinerary at any time based on local

conditions, and will not be responsible for losses incurred due to unforeseen circumstances.

2. Tour prices are subject to change. China Travel Service (U.S.A.) Inc. reserves the right to adjust the listed price at any time for any reason. However, we will not adjust prices once the tour has been confirmed and deposit has been received.

3. Should weather or other unforeseen circumstances cause a delay in transportation before the tour's departure, China Travel Service (U.S.A.) Inc. reserves the right to postpone or cancel the tour, and any loss or additional expenses incurred shall be borne by the participants.

4. Should political upheavals, bad weather conditions or the like arise, local agents conducting the tour reserve the right to alter the itinerary as necessary. Any additional expenses incurred shall be charged to the participants.

5. Participants should strictly abide by the laws and regulations promulgated by the governments of the countries visited, including but not limited to Immigration and Customs Laws and Regulations. China Travel Service (U.S.A.), Inc. will not be responsible for any and all penalties due to any regulations of the governments of the countries visited.

6. To be valid, all complaints must be submitted within 30 days of the end of the tour.

7. Participant is not allowed to change the confirmed itinerary, including transportation, hotel, meal and sightseeing. Any extra charge or loss incurred due to such change will be borne by the participant.

8. No refund shall be given for any portions of the package unused by the participant of his own accord.

## Passport and Visa

Please refer to page 43 for detail.

## Complaints and Arbitration

If you have any complaints during your holiday, please inform your local guide or our specified local representative or the suppliers immediately of the situation so that we may promptly attend to the matter. Failure to promptly notify us of your complaint may reduce or eliminate any compensation that may be payable. In cases where a satisfactory remedy is not achieved, you must submit a written complaint to China Travel Service (U.S.A.), Inc. within thirty days from the end of your tour. Complaints received by China Travel Service (U.S.A.) Inc. will be acted upon promptly and fairly within the terms of these conditions. Any controversy arising out of, or relating to this contract or any modification or extension thereof, including any claim for damages, or rescission or both, which cannot be settled amicably shall be settled by arbitration administered by the American Arbitration Association in San Francisco, California, U.S.A. in accordance with the rules obtaining to the American Arbitration Association. The parties, i.e. you and China Travel Service (U.S.A.) Inc. consent to the jurisdiction of the Supreme Court of the State of California, and of the United States District Court for the Northern District of California, for all purposes in connection with the arbitration. The parties consent that any process or motion or other application to either of said courts and any paper in connection with arbitration, may be served by certified mail, return receipt requested by personal service or in such other manner as may be permissible under the rules of the applicable court or arbitration tribunal, provided a reasonable time for appearance is allowed. The parties further agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceeding and a waiver of all claims.

## Cancellation and Refund Policy

China Travel Service (U.S.A.) Inc. reserves the right to cancel any tour prior to its departure for any reason. In the event of cancellation, China Travel Service (U.S.A.) Inc. will refund any deposits and/or payments prior to such cancellation.

The deposit is non-refundable and non-transferable. In the event of cancellation by consumer or agent after confirmation of the booking, a cancellation fee will be accessed based on the following schedule:

|                                     |                       |
|-------------------------------------|-----------------------|
| 60 days or more prior to departure  | \$300.00              |
| 60 - 31 days prior to departure     | 30% of full tour fare |
| 30 - 07 days prior to departure     | 50% of full tour fare |
| Less than 7 days prior to departure | No refund             |

**Additional penalties may apply for air, train, ferry or cruise ship tickets which have already been issued or for deposits paid to hotels during peak periods.**

All cancellations must be in writing and will be effective upon receipt by China Travel Service (U.S.A.) Inc. When a reservation is made through an agent, claims for refund must be made by the agent making the original booking and such claim must be made within 30 days of the termination of the tour.

No refund will be made to those participants who break the journey regardless of the portions of the package unused. If, owing to serious illness or injury, the participant withdraws from the tour, a refund will be subject to the consent of the local travel agent.

No refund will be made to those participants who have failed to secure valid travel documents such as passport or visas.

I HAVE READ THE BOOKING TERMS & CONDITIONS AND I UNDERSTAND THAT CHANGE AND CANCELLATION PENALTIES APPLY.