

TERMS & CONDITIONS

RIO/BUE/SCL/LIM/UIO 2006/2007

The programs in this brochure are operated by
Tourlite International (Operator).

ALL RATES & TAXES quoted are those in effect at the time of printing (Dec., 2005) and are subject to change without notice. All programs in this brochure make use of "Contract Airfares".

DEPOSITS & PAYMENTS: A deposit of \$200.00 per person by check or cash is required within 7 days from date of booking to secure reservations. **Patagonia & Galapagos Cruises & Tours \$500 and Christmas, New Years & Carnival departures 50% deposits required to secure reservations. Certain hotels may require Full Prepayment.**

If payment is made by credit card:

- 1) No Credit Cards for trips of less than \$1,000 per person, F.I.T., groups, air-only trips and deposits.
- 2) No second party credit cards will be accepted.
- 3) A Credit Card Authorization Form must be completed AND signed. Fully completed Credit Card Authorization Form for full payment must be received by Operator to secure reservations, and
- 4) Participants waive any charge-back rights. In the event of a dispute, requests for refund(s) must be made under the procedure described herein under Cancellation and Refund Policy. Any other person or entity (including a Travel Agent) that receives monies from Participant(s) does so strictly as an agent for the Participant(s). Operator disclaims liability for such monies until received by Operator's office and check has been cleared by Operator's bank. Tender of a deposit constitute acceptance of these and all other terms of these conditions. **Complete payment must be received no later than 45 days prior to departure with the exception of Christmas, New Years, Carnival departures and Patagonia & Galapagos cruise tours where full payment is required 90 days prior departure.** Make checks payable to Tourlite International or your travel agent, who must in turn make his check payable to:

Tourlite International
120 Sylvan Avenue, Englewood Cliffs, NJ 07632

After payment of the deposit, all changes requested will be subject to a \$50.00 per person charge. Changes that affect inventory utilization (e.g. date change, hotel change, etc.) will be considered a cancellation.

PLEASE NOTE: In case of computer billing error, we reserve the right to re-invoice for the correct amount.

F.I.T. A \$50.00 per person fee will be applicable.

IDENTIFICATION: All participants must be prepared to present a valid passport which matches their name on the passenger manifest, ticket and luggage tag, prior to boarding.

TRAVEL DOCUMENTS: All participants are required to secure:

- 1) A valid U.S. or foreign passport. Alien residents of USA also require a valid alien registration card.
 - 2) Foreign passport holders must check with the appropriate consulate for entry requirements (Visas).
 - 3) Visas are required for Brazil.
- Failure to obtain valid travel documents shall not create the right to cancellation or refund.

AIR TICKETS: Operator and/or carrier will issue air tickets, approximately two weeks prior to departure and no changes in the routing can be made once ticket is issued. If passenger decides to make changes in the routing/reservation after ticket is issued and/or travel has commenced, any such change may require the purchase of a new ticket at prices as applicable at time of purchase.

CHECK IN PROCEDURE: Failure to check in at least three (3) hours prior to departure may result in denial of boarding, and no refund will be granted.

LUGGAGE: The limit per person is two suitcases of 50 pounds each, and one carry-on. Luggage travels at the risk of the Participant(s) and the Operator is not responsible for any delay of, loss of, or damage to luggage or its contents. If a loss or damage occurs, you must contact the air carrier directly.

TOUR PRICE: Includes only items specifically stated in Operator's current brochure, the contents of which are specifically made a part hereof. Certain secondary features of tour package (e.g. cocktail party, free sports etc.) are based on supplier policy and may be changed, added, or deleted after printing of brochure.

NOT INCLUDED: All US & Foreign airport taxes/fees and security charges levied by Carriers and/or governments.

CANCELLATION AND REFUND POLICY: The right to a refund if a participant changes plans is limited. Your cancellation notice must be in writing to Operator in New Jersey and refund, if any, will be processed subject to the following cancellation conditions/fees. Certain tours and suppliers may require non-refundable prepayment during certain times of year not specified below. These conditions will be applied in addition to normal fees.

CANCELLATION CHARGE PER PERSON

CANCELLATION CONDITIONS AND CHARGES	
SCHEDULED AIR AND TOUR	
TIME PRIOR TO DEPARTURE	CANCELLATION CHARGES
61 or more days	\$75.00 fee
60-46 days	\$250.00 fee
45-31 days	\$500.00 fee
30-8 days	50% of tour / trip price
7-days or less	Tour Passengers 75%-100% Air Only Passengers 100% of trip price
CHRISTMAS/NEW YEAR'S, CARNIVAL, AND PATAGONIA & GALAPAGOS CRUISE TOURS	
120 or more days	\$750.00 fee
119 to 90 days	\$1000.00 fee
89 to 60 days	50% of the trip price
59 to 31 days	75% of the trip price
30 days or less	100% of the trip price

All requests for refunds must be made through the booking agent and submitted in writing to the Operator within 7 days after completion of the tour, otherwise no refund will be made. All appropriate receipts and documents must accompany the refund request. No refund will be made for unused services. Once a tour begins, any changes made by a Participant are the responsibility of the Participant. The rights and remedies made available herein are in addition to any others available under applicable law. However, Operator offers refunds under these conditions with the express understanding that encashment of refund by Participant(s) constitute a waiver of any such additional rights and remedies.

Once travel has commenced no refunds for unused portions can be made.

DISPUTE RESOLUTION: The sole and exclusive method of resolving any dispute, which might arise under these conditions, shall be by arbitration before the American Arbitration Association in Miami FL pursuant to the Association's rules then in effect. A resulting award in arbitration may be enforced in any Court of competent jurisdiction.

HOTELS: Are listed in the applicable sections of the brochure. Unless otherwise specified, all rooms are "run of the house." Operator reserves the right to replace hotels with similar or higher category hotels without prior notice to participants, if due to circumstances beyond its control. All facilities listed are those available at time of printing and may be changed without prior notice. Hotel classification used to denote the various categories is based on local government standards.

CRUISES: Accommodations are per description in the programs. Cruise lines and cruise ships may be substituted and itineraries slightly altered without prior notice to participants, if due to circumstances beyond its control.
Special deposit, payment and cancellation conditions apply for Patagonia & Galapagos cruise tours.

HOLIDAYS: Museums, scheduled sightseeing, tours and shopping facilities may be limited or may not be available during national and local holidays.

RESPONSIBILITY: Operator arranges with airlines, hotels and other independent firms, to provide you with these travel services. Operator takes great care in choosing the suppliers. We do not control them and therefore cannot be responsible for their acts or omissions. The right is reserved, to make any change with or without notice that might become necessary, as well as to accept or decline any person as member of any Operator's tours. The acceptance of tickets and/or vouchers shall constitute consent of these conditions. Airlines and other carriers are not responsible for any act, omission or event during the time passengers are not on board their plane or conveyances. The travel services are subject to conditions imposed by the suppliers who may limit their liability by tariffs, contracts and international agreements. We therefore cannot assume responsibility for any claim, loss, damage, cost or expenses arising out of injury, accident or death, damage, loss or delay of baggage or other property, delay, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress or frustration whether physical or mental resulting from:

- 1) the acts of omission of any person or firm other than Operator or its employees;
- 2) mechanical breakdowns, governmental actions, strikes, lockouts, war, weather, acts of God or other factors and causes beyond our control;
- 3) acts of vandalism, air/land or sea piracy, burglaries, accidents, injuries, assaults or any physical harm to your property/ person;
- 4) your failure to follow instructions including but not limited to check in and check out times and baggage handling.
- 5) your failure to obtain required documentation including passports, visas and health certificates, where required, in which case you will also not be entitled to any refund.

BROCHURE PRINTING DISCLAIMER: Operator is not responsible for any typographical or printer errors.

AIRLINES: IATA/SCHEDULED CARRIERS

AIRLINE RESPONSIBILITIES: The sole and exclusive responsibility of the Airlines shall be in accordance with and as limited by the contract of carriage set forth in the passenger ticket, baggage check and airway bills issued by the Airlines in their applicable tariffs, and in the provisions of the Warsaw Convention, as applicable. All tour services including but not limited to hotel accommodations, restaurants, guide service, and ground transportation are furnished by contractors that are independent from, and that do not act for or on behalf of or as agents of or as joint ventures with CARRIER.

AIRCRAFT FLIGHT CHANGES AND DELAYS: Airline alternative equipment and routings are subject to change by Airline or Operator and will not result in any refunds. Flight delays are unfortunate, but are an inherent risk of any air travel and are completely outside the control or responsibility of Operator. Participant(s) may reserve the right to hold the airline responsible. In the event of a delay, the airline and not the Operator, will determine the procedure to be followed and the amenities/ compensation if any, to be offered. Participant(s) are subject to the ticket terms and tariffs of the airline, which when issued shall be the sole contract between the airline and Participant(s).

INSURANCE: Trip Interruption, Medical and Baggage insurance is available and **HIGHLY RECOMMENDED.** Operator will furnish information upon request.

CST #2074095-40

FST#21787

Contact Tourlite International via email at sunnysplendortours@tourlite.com
or visit us at www.tourlite.com

A \$25 LATE BOOKINGS FEE PER PERSON WILL BE ASSESSED FOR BOOKINGS MADE AND/OR PAID WITHIN 15 DAYS OF DEPARTURE

U.S. citizens require visas to enter Brazil.