

TERMS AND CONDITIONS

These "Terms and Conditions" constitute a legally binding agreement between the customer, registrant, participant and/or traveler (hereafter "you" or "your") and The Shenandoah Travel Group, Inc. and its internal travel or program divisions, *Departure Point* and/or *Design Point* and/or *Meeting Point* (hereafter "STG Inc.", "company", "we", "us", or "our").

STG Inc. is acting as your agent in its dealings with all airlines, hotels, transportation organizations, local travel guides, and others in the travel and related industries, etc. In submitting a completed registration form and the non-refundable per-person deposit in the amount associated with each itinerary or program you are authorizing us act as your agent and on your behalf to make and to hold reservations for you which are appropriate for the particular program for which you are registering. These reservations will or might include airline reservations, hotel rooms, ship staterooms, railroad tickets, train seat reservations, motorcoach services, car(s), group tours, meals, other arrangements, etc. Because of these arrangements which you are asking of us as your agent and on your behalf, and the rules and regulations imposed on group tour operators by vendors and suppliers such as but not limited to airlines, foreign operators, cruise lines, etc., it is common practice for group tour operators and meeting/event planners such as us to issue a set of "Terms and Conditions" which are designed to protect you as well as us. STG Inc. always functions in any transaction or service only as agents for you and on your behalf in obtaining the best arrangements available.

All arrangements are made in your individual name; you will be the actual party to whom these various entities are providing the services. STG Inc. should not be considered to be providing any such services; STG Inc. cannot, therefore, be responsible for any failure on the part of any airline, hotel, transportation organization, etc. to perform in accordance with their individual agreements to provide service and/or their intentional or negligent failure to perform in the manner required by international, national and local law. STG Inc. encourages you, therefore, to maintain adequate insurance to protect yourself from any damages, medical conditions and/or injuries which you may ever sustain as a result of your travel. Any potential claims against STG Inc. will be limited to our contractual obligations under the specific terms of our written contractual agreements; any such claims shall be resolved by binding arbitration in the Commonwealth of Virginia, in accordance with standard practices regarding arbitration. You, as a condition of entering into these agreements, agree to arbitration as the sole procedure whereby disputes shall be resolved as opposed to any institution of litigation by you and/or STG Inc. You agree to reimburse STG Inc. for any expenses it may ever incur by reason of your acting contrary to or in violation of the provisions of these Terms and Conditions, specifically including any litigation expenses and counsel fees which it may incur.

INTRODUCTION and GENERAL CORPORATE POLICY:

As a registered participant you must be aware that you and any and all participants and/or travelers always participate and/or travel at all times, in all circumstances, and in/at/to all destinations by any and all conveyance(s) whatsoever at your/his/her/their own risk.

Any program or group travel tour which we announce and operate is limited to a maximum of forty (40) participants. Consult each individual itinerary for the maximum number of participants to be accepted for the program(s) in which you have an interest.

REGISTRATION, RESERVATIONS and FINAL PAYMENTS:

Your place is secured on any particular program only upon receipt by us of your completed registration form for

the program in question **and** the accompanying non-refundable per-person deposit as per the itinerary, and presuming that space (program, air, hotel, etc.) is still available. We can also book your domestic flights which connect with any group's international departure/arrival. A request for this service is made by you by e-mail to us following your registration.

While we must receive final (that is, complete) payment for participation in your program at least sixty days prior to your departure day, your payments after your non-refundable deposit may be made in up to two subsequent installments, depending on the date of your registration.

Reservations are accepted on a 'first come, first served' basis only, and available space is based on the date of your registration and payment of deposit.

Policy exceptions only for programs offered in your local area

Registration and full payment for a program offered in your local area are due no later than fifteen (15) days prior to the date of the program offering. Cancellation from such a program incurs a penalty of the lesser of \$50* or the cost of the program.

Final travel documents and airline tickets will be issued and sent to you only after your final payment has been received and processed. Travel documents may be sent to you or to your program leader by the United States Postal Service, by UPS, or by *Federal Express* (overnight), or similar, ten days to two weeks prior to departure. Foreign reservations are subject to additional processing time, and a service charge of \$50* per person plus mailing fees. A \$50* per-person late registration fee is assessed to anyone who registers for a program after the announced registration deadline.

We utilize the services of PayPal to accept your non-refundable registration deposit and subsequent payments. Travel agent and travel agency credit cards will not be accepted on your behalf.

Deposits are generally non-refundable with only the specific exceptions noted herein.

We must receive full and complete payment no later than sixty (60) days prior to the departure date of a program.

A reservation for which final payment is not received at least sixty (60) days prior to the day of departure will be subject to *automatic* cancellation by us at our discretion.

If necessary, you may cancel your reservation, but financial penalties apply. In addition to retaining your non-refundable deposit we also reserve the right to levy cancellation charges as set forth below depending on the date of your cancellation.

If you register prior to sixty (60) days before the program's departure date but you cannot be accommodated on the program because the program has reached its maximum number of participants, you may request by e-mail to be placed on a waiting list at no charge, and if admitted to the program will then be subject to the payment schedule found below for registered participants.

Registrations received within sixty (60) days of a group's departure are subject to a late registration penalty of \$100* per participant. Such registrations require a completed registration form and deposit and are considered as

'pending' until all associated reservations can be confirmed. If reservations cannot be confirmed, in this instance, your deposit *will* be refunded less a \$50* service fee. Transition from the 'pending' status to the 'confirmed' status requires full payment when you receive notice of your confirmation.

If *automatic* cancellation occurs your deposit is forfeited and subsequent payments through cancellation date will incur penalties based on any and/or all penalties applied to us by airlines, hotels, rail companies, shipping companies and/or cruise lines, and/or any and all other vendors and providers who have non-refundable policies. If refunds are due you they will be sent to you after the departure of the program for which you had registered.

RATES:

Our program rates *generally* include round-trip, economy class air transportation on major carriers (IATA carriers preferred); non-refundable departure tax(es); four-star or five-star hotels (unless another category is specifically requested by the group leaders/planners, and rated according to local [foreign, if applicable] rating scales - if existent - in locale visited), with a private bath/shower; breakfast; typically one other meal daily (always as per the itinerary); sightseeing with a highly qualified English-speaking guide as per the itinerary; private luxury motorcoach or van (depending on the number of passengers) with driver; entrance and admission fees and charges (where applicable) as per the itinerary; portage of one large piece of luggage per person; tips and gratuities to guide(s), escort(s), motorcoach driver(s), porter(s), hotel and restaurant personnel, and all others who serve the group's needs; road tolls (if applicable); all applicable taxes and service charges. **Consult each individual itinerary for specific terms, conditions, inclusions and exclusions pertaining and applying to the program in question.**

Not generally included in the price of a program are the following items/costs: your passport (new or renewed); visa(s) (if necessary for your travel); any and all meals, snacks and/or beverages (alcoholic and/or otherwise) other than those detailed in the itinerary; all beverages at all meals other than coffee/tea at breakfast; some gratuities; optional excursions not included in the itinerary; any item(s) of a purely personal nature such as but not necessarily limited to, for example, laundry, telephone calls/bills, cab fares/tips, medicines and medical care/attention, personal entertainment expenses, optional excursions, trip cancellation insurance(s), health and accident insurance(s), etc., and any other item/service not specifically detailed in the itinerary. **Consult each individual itinerary for specific terms, conditions, inclusions and exclusions pertaining and applying to the program in question.** **Note:** Since we typically prepay in whole or in part at our option all hotel and car reservations, all airline, rail, ship/steamer tickets and any and all services associated with any program, no refunds will be made for any reason whatsoever (including deviation from the published itinerary) for any ticket(s), accommodation(s), reservations and/or service(s) which you do not use during any program.

Please note that the announced and/or published per-person price of any travel program or service is subject to change for unanticipated reasons prior to departure and not necessarily with prior notice. We also reserve the right to increase your program rate or to reduce services accordingly should there be a significant increase in the value of the Euro or any other foreign currency against that of the American dollar.

HOTEL ROOMS and SHIPBOARD CABINS:

Accommodations in domestic and foreign hotels and on shipboard are reserved in twin-bedded rooms with private bath or shower. No reduction in the per-person price of any travel program is available for passengers requesting to share a triple or a 'quad' room during a group travel program. In many hotels and on certain occasions we are able to book hotel rooms for one tariff whether the room is occupied by one or by two persons.

SINGLE ACCOMMODATIONS AND ASSOCIATED SURCHARGES:

Cabins/staterooms for single passengers generally do not exist on ships. Hence, a traveler desiring a single cabin on shipboard will have, in effect, to pay for a second, non-existent roommate since shipping companies and cruise lines sell cabins based on at least two passengers per cabin.

Single room accommodations for a participant in a program will be requested from our domestic or overseas agents/offices upon receipt of your written request to us, but only after the reservation deposit has been received. Single room accommodations are not always available and cannot necessarily be guaranteed for any program which we operate. In the event that a single accommodation is not available you *will* have the option of: (1) receiving a refund of your deposit, or, (2) other accommodation options, if available. A single accommodation surcharge applies for the nights on which a single accommodation is able to be provided by the hotel. Consult each itinerary for the single accommodation surcharge for that particular program.

While the appropriate single room surcharge will be levied and must be paid in full prior to departure (see each individual itinerary for the surcharge pertaining to that itinerary), a prorated refund based on the single accommodation surcharge for that particular itinerary will be forthcoming after the group's return for any and all nights during which a single room accommodation was not able to be provided by a hotel. On those (rare) occasions when a participant does not identify or indicate a traveling companion as her/his roommate, and when we are not able to provide a roommate for that participant, said participant is **required** to pay the single accommodation surcharge for that itinerary. We must receive payment for this single accommodation before travel documents will be presented to the participant. We make our determination of the participant required to pay the single accommodation surcharge based on the date of receipt of the participant's registration, the most recent registrant without an identified roommate being the person who is obliged to pay the single accommodation surcharge.

Should it occur that, after deposits are made and confirmed, and whether prior to or during travel and the operation of the program for which both parties are registered, one of two parties registered to travel together regardless of the nature of the relationship, dies or elects to cancel his/her reservation for whatever reason, leaving the other party without a roommate or traveling companion, it is the responsibility of the two registered parties involved to determine who would be responsible for the payment of the single accommodation surcharge resulting from the cancellation of the other originally registered party. In the case of death the surviving party automatically becomes responsible for the payment of any single accommodation surcharge which would be applicable. Such single accommodation surcharges must be paid prior to the presentation of the travel documents. Should the event of cancellation or withdrawal from a program occur during the operation of the program for whatever reason, the single accommodation surcharge must be paid by the remaining or surviving party. Under no circumstances and for no reason whatsoever does STG incur the cost of a single accommodation in the event of the cancellation or death of one or other of the parties originally registered as traveling in the same overnight accommodation.

INSURANCES and MEDICAL CONDITION(S):

While trip cancellation insurance is not required of any participant on a program, STG Inc. *strongly recommends* your consideration of and/or purchase of trip cancellation insurance as well as lost luggage insurance; health insurance; medical insurance; travel/accident insurance; and/or medical transportation/evacuation/assistance insurance. STG Inc. is not an insurance agency and STG Inc. does

not sell insurance, but information on trip cancellation insurance providers is available from us upon written request as a convenience to all participants.

Handicapped participants who require special assistance must be accompanied by a qualified helper who assumes total and complete responsibility for the handicapped participant(s) and his/her/their well-being. This helper must register and pay for the program as would any other registrant. Regretfully, we cannot ensure and are not responsible for hotel accessibility or accessibility to any/all program features, events, tours, hotels, services, etc. We are not responsible for any medical conditions whatsoever that occur to any participant prior to, during, or after a program.

PASSPORTS and VISAS:

Each participant is personally responsible for obtaining and maintaining proper and valid travel documents. Visas are not necessary in most countries for holders of valid American passports unless specific notice is given in each itinerary. Citizens of countries other than the United States are obliged to follow the laws of their respective country. Foreigners entering the United States on one of our programs should consult the nearest United States Consulate for the latest entry requirements to the United States. Foreigners residing in the United States and planning to travel abroad on one of our programs should contact us promptly for instructions. **All American participants traveling to foreign countries (this includes Canada, Mexico and the islands of the Caribbean) must be carrying valid passports which will remain valid for a period of six (6) months after said participant's return to the United States.**

PAYMENT SCHEDULE and CANCELLATION POLICY (including airlines' 'Denied Boarding' activity):

We must receive final and total payment for any program at least sixty (60) days prior to the departure of your program. Registrations received within sixty (60) days of scheduled departures must be accompanied by full payment, and are subject to a late registration penalty of \$100* per-person.

We impose a payment schedule on each participant based on the date of receipt of the registration relative to the date of the travel program's departure.

Your non-refundable deposit which is also considered to be your first payment is collected from you by PayPal when you submit your registration for participation in one of our programs and pay your deposit with your credit card. You can also submit a completed program application form with your deposit by mail or by a document delivery service (e.g., Federal Express, UPS, etc.)

A second payment is automatically charged against your credit card by PayPal the earlier of (a) the date that is halfway between the registration date and the date that is sixty (60) days prior to departure, or (b) the date that is ninety (90) days prior to departure. The amount of this payment is half of the balance due after your deposit.

A third and final payment is automatically charged against your credit card by PayPal no later than the date which is sixty (60) days prior to your departure date. The amount of this payment is the other half of the balance due.

If cancellation from any program becomes necessary, we reserve the right to bill and to collect from you without burden any and all costs due us for non-refundable reservations (air, land [e.g., hotel reservations; train reservations; rental car reservations] or sea) which have been obtained or issued on your behalf as of the date of receipt of the cancellation notification.

Any and all cancellations from one of our programs must be received in writing in the STG Inc. office, and must be signed by the person who made the original reservation. Notice(s) of cancellation will be credited as of the date of receipt by us. Postmark or date imprint on electronic communication prevails. No refunds are issued for cancellations received after the departure date of the program. Financial penalties apply in the case of any and all cancellations.

The cancellation refund schedule is as follows:

1. Cancellations received up to sixty (60) days prior to your program's scheduled departure will be subject to a forfeiture of your deposit and the loss of any and all penalties applied by airlines, hotels, rail companies, shipping companies and/or cruise lines, and/or any and all other vendors and providers to us who have non-refundable policies. Postmark or date imprint on electronic communication prevails.
2. Cancellations received from fifty-nine (59) to fifteen (15) days prior to your program's scheduled departure will be subject to a forfeiture of your deposit, the loss of any and all penalties applied by airlines, hotels, rail companies, shipping companies and/or cruise lines, and/or any and all other vendors and providers to us who have non-refundable policies, **and** a penalty of \$250*. Postmark or date imprint on electronic communication prevails.
3. No refund of any type or of any amount for any reason(s) whatsoever will be made for cancellations received within fifteen (15) days of the scheduled date/time of the departure of your travel program. Postmark or date imprint on electronic communication prevails.

Once again, STG Inc. *strongly recommends* your consideration of and/or purchase of trip cancellation insurance as well as lost luggage insurance; health insurance; medical insurance; travel/accident insurance; and/or medical transportation/evacuation/assistance insurance.

CLAIMS:

Any and all claims made against STG Inc. and/or any of its travel divisions must be made in writing. No verbal claims are valid, and no claims of any nature will be recognized and/or honored if not received by STG Inc. within thirty (30) days of the completion of a program. Should a program be canceled because of the lack of the required number of paying participants, or for any other reason(s) beyond our direct control, a service fee of \$25* per person deducted from your deposit will be retained by us and the remainder of your deposit *will* be refunded to you. No refunds will be made to you for any reason whatsoever for any airline and/or ship and/or rail tickets and/or reservations and accommodations and/or any other service(s) which you do not use during a program.

Agreeing to and consenting to STG Inc.'s "Terms and Conditions" also implies complete agreement to and consent to STG Inc.'s Privacy Policy as found on this website.

For the safety, continuation and operation of a program, if the designated group leader(s) is/are unable to fulfill her/his/their responsibilities prior to departure and unable to accompany the trip as announced, STG Inc. reserves the right to assign another group leader whom we select for the program in order to assure its operation. We also reserve the right to change any itinerary and/or its announced and published per-person price due to unforeseen emergencies or causes, and without prior notice, and/or to cancel any group travel program if we deem the conditions to be warranted, necessary or appropriate.

If you choose to change the program itinerary in any way once the program has begun, you do so at you own risk and at your own personal expense with no compensation or refund of any type from us. If you take a

different flight from the flight on which the group is scheduled (for example, accepting compensation from an airline by taking a different flight, usually referred to as 'denied boarding') you are accepting the personal responsibility of rejoining the program **on your own** and at your own expense, without any compensation whatsoever from us, at whatever destination to which the group tour has progressed.

SHOPPING, TIPS and GRATUITIES:

Neither STG Inc., nor any company employee or independent contractor endorses, recommends or supports any particular vendor, individual or corporate, in any city or country worldwide. Neither do the aforesaid entities accept any responsibility or liability for any negotiations, deliberations, bargaining and/or purchase on the part of a participant during a program. Any negotiations and/or purchases, regardless of the form of payment, are entered into solely at the discretion of and solely at your responsibility, the purchaser. The STG Inc. and its subsidiary divisions will not become involved in any manner in the negotiations leading to or associated with the purchase of any item, and will not act as an intermediary between you, the passenger(s), and the vendor(s) if dissatisfaction with the purchase(s) ensues either during the program, or after its conclusion.

The inclusion or exclusion of tips and gratuities to guide(s), driver(s), hotel staffs, porters and/or other service personnel in a program's price varies with each itinerary. Consult the specific itinerary which has been prepared for your program to see if this expense is or is not included in the price of your particular program.

AIRLINE SEATING and LUGGAGE:

While seating requests will be communicated to the airline conveying your group, we make no guarantee that your or our requests will be honored by the airlines. Customarily there is no advance seat selection on aircrafts for group travel programs. We allow each passenger to travel with one (1) large suitcase to be checked by the airline and carried in the hold of the aircraft(s), and one (1) 'carry-on' piece of luggage. Dimensions and weights vary with each airline. All luggage is the passenger's responsibility – not ours – and that of the airline(s). Overweight or oversize luggage assessments made by the airlines are your responsibility, not ours. Any and all costs imposed by the airlines or by the shipping companies for your luggage regardless of size or number of pieces is solely your responsibility and expense, and is not paid for by the STG Inc. Passengers are encouraged to check with the website of the airline(s) transporting your particular group to secure information about dimensions and weight regulations and other costs.

SECURITY

STG Inc.'s Privacy Policy appears on our web site and applies to all program participants.

All participants are encouraged to visit the web site for homeland security. This web site contains the most recent information regarding security procedures at American airports. Visit www.dhs.gov

RESPONSIBILITY:

STG Inc. bears the responsibility for making all arrangements for group tour services offered and described on our web site or in any promotional brochure we publish, and in the unabridged itinerary which may be prepared for each specific program. The airlines, hotels, shipping and/or cruise lines, land operators and other suppliers who provide services through us may be independent contractors rather than agents, employees or associates of STG Inc. Acceptance and confirmation of any passenger's reservation is at our discretion and of each airline even after full payment has been made.

We advise you that all bookings are accepted on the specific condition that STG Inc. and/or affiliated or associated companies, subcontractors and/or subcontracted individuals or companies, overseas or domestic representatives, agents or sub-agents act only as booking agents for the participant in regard to travel accommodations, etc., and/or to travel whether by railroad, motorcoach, rental car, private car, aircraft, boat or ship, or any other conveyance, and assume no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of defect in any vehicle or for any reason whatsoever, or through the acts or default of any company or person engaged in carrying out the arrangements of the program. Neither we nor our agents, representatives, or independent contractors, either domestic or foreign, shall become liable for loss or consequences due to delay, schedule changes or any cause or irregularity occasioned by cancellation, overbooking, or strikes of airline(s), cruise line(s), ferry(ies), train(s), hotel(s), car rental company(ies), ground service operator(s), in addition to *force majeure*, war and/or acts of war and/or revolution and/or insurrection, piracy and/or hijacking, acts of God, etc. Under any or all of these circumstances, no portion of land arrangements and/or payments received by us will be refunded. The airline and/or cruise line carriers concerned are not to be held responsible for any act, omission, or event during the time passengers are not on board their conveyances. The airline and/or cruise line passenger ticket(s), when issued, shall be the sole contract between airline(s) and/or cruise line(s) and buyer/passenger of this (these) ticket(s). Thus, we and/or your group's organizer accept no responsibility for any damage or delay due to, among other causes, sickness, pilferage, labor disputes, machinery breakdown, quarantine, government restraints, weather or any other cause(s) beyond its/their personal control. In sum, you always travel at all times, in all circumstances, and in/at/to all destinations by any and all conveyance(s) whatsoever at your own risk. And, as stated above, STG Inc. always functions in any transaction or service only as agents for you and on your behalf in obtaining the best arrangements available.

Any and all vouchers and other documents for services issued by us are subject to the terms and conditions specified by the vendor and/or supplier, and to the laws of the country or countries where said services are to be supplied. If the group services as indicated by the unabridged itinerary for each program cannot be supplied, or if there are changes in the itinerary for reasons beyond our control, we will make commercially reasonable efforts to provide comparable services. Any resulting additional expense(s) will be payable by the passenger-participant. We always and in every instance reserve the right to alter any itinerary and/or to cancel any announced group travel program whenever it is deemed necessary for the comfort, convenience and/or safety of our participants. If we cancel a program, we shall have no responsibility beyond the refund of the monies due you under these "Terms and Conditions."

No person other than an officer of STG Inc. by written document is authorized to vary, add or waive any term or condition in our present "Terms and Conditions" as set forth in this present document, including the terms and conditions set forth in the forgoing provisions.

* - or its equivalent in foreign currency