

Santa Cruz Chamber of Commerce
Visit China Fall 2008
GENERAL TERMS & CONDITIONS

Tour Fare Includes:

- a) **Air transportation:** Round trip transpacific air travel from designated gateway per itinerary/departure date is included. All intra-China flights per itinerary are included. Travel necessary between your home and the designated gateway (Santa Cruz or San Francisco) is not included.
- b) **Ground transportation:** Private motor coach land travel to and from Santa Cruz to the San Francisco Airport, private transfers between airports and hotels in China, and all China domestic transportation within tour are included.
- c) **Transportation taxes and fees.** U.S. and China air taxes & governmental fees, and fuel surcharges are included.
- d) **Accommodations:** First class hotel accommodations based on standard twin or king-bedded rooms with private facilities are included. Tour fares shown are quoted on a per person double occupancy rate. Rate for triple occupancy is as same as that for double occupancy. Triple room is a twin-bedded standard room adding a rollaway bed. Single occupancy is subject to Single Supplement charge.
- e) **Sightseeing & Admissions fees:** All sightseeing and activities listed in the itinerary are included except those listed as requiring additional entrance fees. Arrangements for sightseeing and activities are determined by local tour operator and may be affected by local circumstances such as weather, traffic, holidays, etc. The local tour operator reserves the right to change the itinerary including attractions and destinations for sightseeing and activities.
- f) **Meals:** Daily meals as specified in the itinerary are included. Buffet style American breakfast is served at all the hotels on the trip. Lunch and dinner are usually served in Chinese restaurants "family style" with a set menu including one glass of selected beverages per person.
- g) **Escorting/Guiding Services:** For group travel each tour bus in China is staffed with a professional tour guide. These services are included.
- h) **Porterage:** Luggage handling services throughout China are included.

Tour fare does not include:

- China visa processing. Each traveler is responsible for obtaining a visa to enter China. Citilinc will obtain visas for travelers subject to fees and conditions provided in the application materials.
- Airfare between your home city and the designated U.S. gateway;

- A once-for-all gratuity for local guides, drivers and porters (\$25/each passenger);
- Expenses incurred by travelers of a personal nature such as laundry, room service, phone bills, excess baggage charges, optional tours, travel independent of the tour, and insurance premiums,
- Any items or services not specifically listed in the itinerary or these terms and conditions.

Tour fare

All tour fares shown are based on the current value of the Chinese (Yuan) RMB in relation to US Dollar as of March 1, 2008, and are subject to change. Should US Dollar devalue by 3% or more to Chinese RMB, Citslinc reserves the right to increase tour prices accordingly. This applies to all tour payments including those that have been paid in full.

Passenger Information

Passengers are responsible for providing the Chamber and Citslinc correct name spelling, credit card information, mailing address, email address, and telephone number. **Names provided to Citslinc must match exactly the traveler's first and last name as they appear on their passport(s). Failure to do so will result in denial of boarding.**

Deposit

A deposit of USD\$100 and a booking fee of \$100 (a total of \$200 per person) is required to secure your reservation. Reservation will not be confirmed until your deposit has cleared. The \$100 deposit is refundable to the date specified in the application. The booking fee is not refundable.

Final Payment

Final payment is due by the date specified in the application. Reservations are subject to cancellation if final payment is not received by due date; the deposit will be forfeited for cancellation or nonpayment after the date for final payment.

Cancellation & Refund

Notification of tour cancellation for any reason must be in writing. Verbal cancellation in person or by phone is not sufficient. Any cancellation refunds will be calculated from the date the written cancellation is received in the chamber offices.

Traveler(s) unable to complete the purchased trip for any reason acknowledge that any and all unused portion(s) of the vacation package is neither refundable nor exchangeable.

Should the traveler(s) cancellation change the room configuration and cause a roommate to incur a single supplement charge, the amount of charge will be deducted from the travelers' refund. This is in addition to any other cancellation fees that may apply.

To receive any refund, all air tickets and all other travel documents must be returned to the Chamber. Applicable refunds will be processed and paid within thirty days of the return date of the last Chamber group to depart pursuant to the advertised trip and, in any event, not

later than 60 days from the date of the traveler's scheduled departure.

Cancellation Penalty: travelers canceling a reservation after the date for final payment and before the date of departure will forfeit \$600 each. Any cancellation on or after the day of departure will result in forfeiture of all payments.

China visa and visa handling fees are not refundable and are in addition to the above penalty if the visa is processed by Citslinc.

Travel Documents

All foreign nationals traveling to Mainland China must travel with a valid passport and a visa obtained prior to entering the country. All passengers are responsible for obtaining a passport **valid through February 28, 2009** with at least **one empty visa page**. Passengers may obtain their own visa or utilize the Citslinc service described in travel advertising to obtain a visa.

Itinerary Changes

The day-by-day itinerary provided in advertising materials and on the Chamber website is preliminary and subject to adjustment and change. A final itinerary will be sent to participants approximately two weeks prior to departure. Citslinc pledges to make every effort to follow tour itinerary precisely, however unforeseen situations do occasionally occur. If a hotel, a flight, an attraction or destination in the itinerary becomes unavailable, Citslinc reserves the right to make substitutions of comparable quality. Citslinc and the Chamber will not make refunds for changes in hotels, flight, attraction or destinations.

U.S. / China Connecting Flights

The Chamber and Citslinc cannot guarantee and are not responsible for any change of the flight schedule for flights between San Francisco and China. If you are flying to San Francisco to meet the departing tour group, we encourage you to make appropriate arrangements for such contingencies including arriving the day prior to departure. The Chamber and Citslinc are not responsible for any delayed or missed connections prior to departing San Francisco or after returning there.

Travel insurance is strongly recommended to protect you from flight change, flight cancellation and travel delays.

Shopping

The Chamber and Citslinc are not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary. Refunds, returns and all other adjustments are the sole responsibility of the traveler.

Gratuities

The customary gratuities to the tour guides, motor coach drivers, porters and wait staff are not included in the tour price. However, a once-for-all tip of \$25 is collected in China, sufficient for all tips and gratuities on the trip. Travelers may provide additional tips and gratuities to guides and other services providers at their own discretion.

Baggage

Baggage is carried at passenger's risk and travel insurance covering baggage is recommended. Although every effort is made to handle clients' baggage carefully, the Chamber and Citslinc cannot be responsible and assume no liability for loss or damage to baggage and personal effects due to breakage, theft, or wear and tear.

Baggage allowances for Citslinc passengers differ from airlines' usual allowances for the transpacific and the China domestic sections of your trip. For both the trans-pacific and China domestic flights:

1. Checked baggage allowance is two pieces per person with the following specifications.
 - a. Total dimensions (Length + Width + Height) of each bag must not exceed 62 inches (158cm)
 - b. Total dimensions (Length + Width + Height) of the two bags must not exceed 107 inches (273cm)
 - c. Maximum weight of any bag is 50 lbs.
 - d. Maximum weight to the two bags combined is 70 lbs.
2. Carry on allowance is two pieces per person each of which must fit in the overhead bin or under seat with the following specifications.
 - a. One bag of total dimensions (Length + Width + Height) not exceed 45 inches (115cm).
 - b. One "personal item" such as a purse or computer case.

Baggage in excess of allowances will result in excess baggage charges, payable at the airport by the passenger. **Valuables, breakable items, travel documents and medications must be carried personally as carry-on baggage.**

The Chamber and Citslinc recommend that each item of checked luggage have a lock and that luggage be locked during transit in China.

Health & Medical Issues

Citslinc trips are exciting and active vacations. Scheduled travel each day begins early in the morning. Travelers do not check-in or return to the hotel until evening. Excursions may require an extensive amount of walking. The Chamber encourages each traveler to evaluate their capacity and willingness to undertake this experience. The Chamber requests that travelers exercise good judgment regarding the state of their health at the time of departure and, particularly, that they do not travel if they believe they are ill or might infect fellow travelers. The Chamber and Citslinc cannot evaluate the health of travelers prior to departure. All passengers travel at their own risk.

Please check with your personal physician to verify your particular needs. **You are strongly encouraged to purchase travel insurance** to protect you against unexpected needs. Note that while it may be possible to obtain travel health coverage for pre-existing conditions, to

obtain pre-existing condition coverage travel insurers generally require purchase of travel insurance within 14 days of booking the travel. The Chamber and Citslinc are not responsible for any costs incurred as a result of medical services or for the quality of medical care received.

For information on health issues while traveling overseas, please contact the Center of Disease Control and Prevention (CDC) by visiting www.cdc.gov/travel

Travel Insurance

The Chamber and Citslinc strongly recommend that you purchase travel insurance to protect yourself and your investment in case you have to cancel or interrupt your vacation. The Chamber does not provide travel insurance and does not guaranty performance of Citslinc, and Citslinc and the Chamber do not guaranty the performance of airlines, hotels, or other tour vendors. You may purchase travel insurance from a vendor of your choice.

Documents

Final documents including air tickets, hotel lists, final tour itinerary, clothing suggestions, name badges, luggage tags and other pertinent information will be prepared by the Chamber using information provided by Citslinc approximately two weeks prior to departure.

California Seller of Travel

Citslinc is Registered Seller of Travel in the State of California.

Legal Responsibility

The Chamber provides services to Citslinc regarding administration of Citslinc travel programs. The Chamber does not warrant and guaranty the performance of Citslinc or the vendors and suppliers with whom Citslinc contracts.

Citslinc acts only as independent contractor. Citslinc does not act on behalf of either the customer (herein referred to as "you") or the travel suppliers. As a tour operator, Citslinc organizes and sells tour programs consisting of certain services, including air, surface, and water transportation, hotel/cruise accommodations, sightseeing excursions and other package programs that Citslinc purchases or reserves from various suppliers (herein referred to as "Suppliers"). Citslinc does not own nor operate any of these Suppliers.

The Suppliers providing travel services for Citslinc are all independent contractors, and are not agents, affiliates, or subsidiaries of Citslinc. As such, Citslinc cannot be held responsible for any negligent or willful act of any supplier or of any third party.

The passage contracts in use by the Suppliers such as airlines, cruise lines, motor coach lines, rail companies, local land operators, hotels and other travel providers whose services are included in the tour package, when issued, shall constitute the sole agreements between you and such third party suppliers, and are subject to the terms and conditions specified by each individual supplier. Citslinc assumes no responsibility for any itinerary changes imposed by the airlines or China local tour operator.

By utilizing the services of the Suppliers, you agree that you will look to such Suppliers for any disputes, accident, property damage or personal loss to you or to those traveling with you, and that the Chamber, Citslinc, or any representative of the Chamber or Citslinc shall not be liable for failures of Suppliers.

The Chamber and Citslinc shall not be in any way liable for any inconvenience, accidents, loss, personal injury or property damage to you or to those traveling with you in course of the trip resulting directly or indirectly from any occurrences or conditions including but not limited to delays, cancellations, change of schedule, overbooking or downgrading of accommodations, mechanical or construction breakdown, default of any third parties, criminal or terrorist activities, acts of governmental authority, social or labor unrest, hygiene, disease, customs regulations, weather conditions, Acts of God, or any other actions, omissions or conditions beyond the control of Citslinc.

Citslinc shall not be held responsible for any potential risks and/or hazards associated with travel to destinations covered in the tour programs where unanticipated events may occur. Clients must be aware that there may be different living standards and practices outside of their home country including but not limited to standards of quality, hygiene, medical treatment, provision of utilities such as water, electricity, accommodation, food preparations and services of all kinds. In consideration for embarking upon travel for which you have sought the assistance of the Chamber and Citslinc you hereby agree to voluntarily assume all risks involved in such travel, whether expected or unexpected, or whether directly or indirectly the result of such travel.

Citslinc reserve the right to change the departure date of any trip, withdraw any tours, alter tour itinerary, and substitute hotels, airlines, land travel operators, and any aspect of your tour package for the convenience of the operation of tours. In the event of cancellation, alteration or substitution of such services due to the operation of the Suppliers, delays, weather, act of government authority or other causes of whatever nature beyond the control of the Chamber and Citslinc comparable services would be offered; and, there shall be no refund or penalties in this connection. The Chamber and Citslinc reserve the right to decline to accept, or retain any person as tour member if such person's physical or mental conditions, in our opinion, impede the operation of the tour. The Chamber and Citslinc reserve the right to cancel the tour prior to departure for any reason. Liability for such cancellation is limited to full refund of money received by the Chamber and Citslinc. Doing so will constitute full settlement with the tour member.

Airlines, motor coach and other transportation carriers concerned shall not be liable for any act, omission or event during the time the passengers are not on board their planes or conveyances. All transportation carriers herein mentioned shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers.

Hotel profiles are based upon information provided to Citslinc by hotels and cruise ships, or their representatives, including images and descriptions of individual properties. Star-ratings may differ from country to country. Citslinc does its best to maintain current information,

however, is not responsible for any inaccuracies, changes in features or amenities, or images provided by third parties.

Payment of the required deposit constitutes consent to all provisions of the conditions and general information contained herein for all travelers covered by the payment. The General Conditions under which you agree to utilize the services of Citslinc in arranging the tours may not be amended in any way except in writing signed by an authorized officer of Citslinc.

Citslinc reserves the right to modify this Terms & Conditions, and Customer's continued use of this service will be conditioned upon the Terms & Conditions in force at the time of use.

Citslinc makes every effort to ensure accuracy on the website and brochure; however, Citslinc cannot be held responsible for any errors or omissions in the publications.

Claims & Jurisdiction

All claims against the tour operators must be filed in writing within 30 days after completion of the tour. By utilizing the services of Citslinc., you agree that the exclusive venue for all claims, actions or proceedings against Citslinc of whatsoever nature arising out of this contract shall be the State of California; and, such claim actions or proceedings shall be determined according to the laws and jurisdiction of the State of California.

Limitation of Liability

By booking one of these vacation packages, you acknowledge that in all events the Chamber and Citslinc shall not be liable for any consequential, psychological or emotional damage and that the sole extent of liability of the Chamber and Citslinc shall never exceed the amount actually paid by you to the Chamber and Citslinc.