

NEW VIEW TOURS INC. INFORMATION & CONDITIONS

RESERVING YOUR TOUR

These tours are operated by NEW VIEW TOURS Inc. of Stockbridge, Mass. USA, hereafter known as NVT. Purchase our tours either directly with NVT or through a professional travel agent we refer to you. NVT can provide valuable assistance in choosing appropriate travel insurance and the best international airfare. However, we do not offer these services directly.

HOW TO BOOK

Contact NVT to confirm space availability. We will normally hold a provisional place for one week with no deposit payment.

Read the booking information carefully. By paying your deposit you acknowledge that you understand and agree to the following terms and conditions.

Deposits are non refundable. In the event of cancellation by you or NVT, the funds will be applicable to another NVT tour for one year from the date of the tour.

To register: Complete the Trip Application, sign the Assumption of Risk and Release of Liability, and forward these documents along with your non-refundable deposit of **US\$200** per applicant. **NEW VIEW TOURS**, at PO BOX 583, Stockbridge, MA 01262, USA. Checks payable to NEW VIEW TOURS, INC. must be in US\$ funds drawn on a U.S. or Canadian bank. You may also charge your deposit on Visa or Master Card.

For trips involving Galapagos cruises, international air and/or other services requiring additional deposits, we will advise you of the amount required for your initial deposit. Since your deposit is non-refundable, we suggest you purchase travel insurance at the time you book.

Once we have received your deposit and trip application, we'll confirm your place on the tour, send you the most current detailed itinerary listing all meals and other inclusions, plus a packing list and other information to help you prepare for your adventure.

TRAVEL INSURANCE

The cost of our tours includes no travel insurance. We require that all our passengers obtain travel insurance that provides a minimum of \$50,000 coverage for medical/dental expense and emergency medical transportation. A policy with these provisions commonly provides financial compensation, refunds and/or other benefits in case of trip cancellation, trip interruption, travel delay, and baggage loss or delay. We can assist you with arranging the travel insurance or you may purchase it through outside sources. We must receive documentation of valid coverage prior to issuing your travel confirmation.

Carry your travel insurance policy along with your valuable travel documents. If at the commencement of our services the passenger is unable to document valid insurance coverage, your tour leader may refuse to provide the tour services unless and until such insurance is purchased. In such a circumstance, the passenger has no claim against the company or its local agent.

In emergency situations, neither NVT nor our local agents will be liable to meet any expenses should your insurance coverage be inadequate in any respect.

When obtaining travel insurance, the passenger must make the insurance provider aware of the type of travel for which you are buying insurance.

FINAL PAYMENT

Full payment is due by check or money order 5 weeks prior to commencement of services (PCS). If you book your trip within 6 weeks PCS, full payment is due when we confirm your participation. For bookings within two weeks of departure, we add a \$50 late-processing fee.

For payment of balance other than by check, you are responsible for bank fees incurred (bank fees for credit card charges are currently 3%).

If we do not receive payment by the due date, NVT reserves the right to treat the reservation as canceled. Your deposit is forfeited under such circumstances.

To guarantee services for custom itineraries or add-ons, we may require that you pay additional deposits prior to final balance.

CHANGES AND TRANSFERS

After we have confirmed your tour services, each time you request a change requiring us to rework reservations, we reserve the right to levy a US\$25 administrative service charge plus the cost of international communications, express mail, and any non-recoverable supplier charges. If you transfer to another trip, cancellation fees apply as detailed below.

CANCELLATION AND REFUNDS

We must receive written notification of your decision to cancel a trip. Based upon date of receipt, the following charges apply: If you cancel your trip up to 21 days PCS, we retain non-recoverable supplier expenses (such as air tickets, hotel and boat charter pre-payments) **plus** your deposit payment. Note: we prepay Galapagos boat balances 8 weeks prior to sailing date, so non-recoverable expenses are high within 8 weeks PCS. Within 22 days PCS we retain 100% of your trip payments.

CHANGES AND CANCELLATIONS BY NVT

We may have published tour information many months prior to your trip. We do all in our power to avoid increasing trip prices. In exceptional circumstances, we reserve the right to amend prices without prior notice. An increase in trip price shall not be sufficient grounds for cancellation of the tour.

Certain situations may arise during the tour which are beyond the control of the guides or passengers. NVT reserves the right to modify or withdraw any tour arrangements when deemed necessary in the interest of safety and security of passengers. In such instances of *force majeure*, NVT, at its sole discretion, may offer either an optional or alternative activity for any portion that has been canceled, or a pro rata refund. If changes due to *force majeure* entail additional costs, such costs are the responsibility of the passenger.

While we rarely cancel our departures, we reserve the right to do so up to 30 days PCS. In such a case, we will offer you alternative arrangements. If you do not accept these, we will refund all payments you made to NVT. In the event that we are forced to cancel a departure, we are not responsible for your trip preparation expenses such as non-refundable air tickets, doctor's fees, inoculations and medications, passports and visas, and personal equipment.

Airlines typically charge a fee for date changes, ticket re-issues and cancellations on most excursion fares. In the event that you are forced to make changes, your travel insurance policy may or may not cover these charges.

No partial refunds will be given for unused hotel rooms, meals, or other pre-arranged tour services.

TIER-PRICED TRIPS

If a trip is tier-priced, your tour cost depends on the number of full-revenue participants traveling. If a group roster

grows or shrinks, your final cost may change from your original invoiced amount, according to our published rate. If the land cost of a tier-priced trip decreases after you have paid your balance, we will refund the difference.

FLIGHT ITINERARIES

You must send us your international flight routing. You must reconfirm your international flight reservation at least 72 hours prior to your departure, and advise us of any changes in the prior detail.

SINGLE ACCOMMODATION

On our fixed departures, accommodation is based on double occupancy for hotels. We reserve the right to substitute hotels of comparable quality for those listed in itineraries.

Single accommodation is available for supplemental cost. If you are traveling alone and wish single accommodation, please indicate this on your trip application. We will add the single hotel supplement to your final bill. If you indicate you are willing to share accommodation, we will attempt to match you with a room-mate of the same gender. If none is available, we do not charge for "forced" single accommodation on our fixed departure programs. For add-ons and custom services, we bill for all single hotel accommodation.

WHAT'S NOT INCLUDED

Our published itineraries include complete details of exclusions for that tour. NVT is not responsible for additional hotel nights, transfers, and meals which may be required by individual travel arrangements at variance with our published itineraries. Individual expenses which may be forced by airline scheduling changes, canceled flights, missed connections or by other factors beyond our control are the responsibility of the passenger.

HEALTH AND FITNESS

Being physically fit prior to your departure will greatly enhance your travel experience. We strongly recommend that you visit your doctor and dentist before your tour. Ask your doctor about current inoculation requirements.

If you are in doubt about your physical capacity to complete the tour, review the itinerary with your physician. Details of pre-existing medical conditions must be forwarded to NVT. Medical facilities and personnel capable of attending to serious problems are rarely available in the remote areas we visit. Evacuation can be prolonged, difficult, and expensive. While your health and safety during your trip are our primary concern, NVT is not a medical facility. We assume no responsibility or liability regarding provision of medical care.

The trip leader has the right to disqualify anyone at any time for being physically or mentally incapable, or for endangering group safety. Refunds are not given under such circumstances.

INHERENT DANGERS

You understand and accept that participating in your tour may expose you to inherent dangers, among these being the hazards of traveling in remote and/or mountainous terrain, emotional trauma, accident or illness in remote places without medical facilities, forces of nature, the hazards of war and civil insurrection, and hazards of traveling by air, water, or land by various conveyances, and other hazards of such tour, including but not limited to food, lodging and transportation.

CLAIMS AND COMPLAINTS If you are dissatisfied with the services or some other aspect of your tour, you must first inform the tour leader and/or our local representative in order that the tour leader and/or local representative may attempt to correct the situation. Any further complaint must be put in writing to your travel agent or to NVT within 30 days of the end of the tour.