

## CONDITIONS

**TOUR COSTS:** Prices based on the minimum numbers of passengers noted for each tour, and on tariffs in effect at time of printing. Tour costs are subject to change at any time, whether due to currency fluctuations, failure to achieve minimum group size, or other factors not within Frosch's control. Airport-hotel-airport transfers in Toulouse and Nice are included only for those passengers whose trans-Atlantic tickets were issued by Frosch Travel and who arrive/depart at times noted in the brochure for each tour; transfers for Granada are included only for those arriving from Nice on designated group flight. Transfers can be arranged at additional cost for those making their own travel arrangements. No transfers are provided in Seville.

**REGISTRATION & PAYMENTS:** A non-refundable deposit of \$1,500 per person required at booking for the Nice Worlds 2012 package. Additional deposits of \$750 each are required for each optional pre- and post-tour package requested. Payment Schedule:

1<sup>st</sup> Deposit of \$1,500: At Time of Booking, plus \$750 per tour for each pre-/post-tour.

2<sup>nd</sup> Deposit of \$750 pp: by October 1, 2011, plus \$500 per tour for each pre/post-tour.

**Final payment (balance) due by January 6, 2012.**

**CANCELLATION FEES:** All cancellations must be in writing, and take effect when they are received in our office. Cancellations received between the following dates are subject to following per person penalties:

From deposit to through September 30, 2011: \$1,250, plus \$250 for each pre- or post-tour cancelled.

From October 1, 2010, until January 5, 2012: \$2,000, plus \$500 for each pre- or post-tour cancelled.

From January 6, 2012 until or after departure: 100% of all tour costs.

The amount that you have paid to us as deposits will be refunded to you less the above cancellation penalties. To protect against cancellation charges, **we strongly recommend trip cancellation insurance, available through Frosch TRAVEL.** *No refund made on any unused services once the trip begins.*

**NOT INCLUDED IN TOUR COSTS:** International or domestic U.S. airfare, airfare from Nice to Granada, rail fare from Toulouse to Nice; items of a personal nature (e.g., laundry, liquor, mineral water, etc.); excess baggage; travel insurance; expenses incurred due to flight delays caused by strikes, bad weather, or uncontrollable irregularities; gratuities for tour guides or motor coach drivers.

## RESPONSIBILITY

Frosch Travel or FT Travel of Marin (FT) or any of its affiliated or subsidiary companies, sales representatives or agents shall not be or become responsible for any loss, injury or damage to person or property or for other services resulting directly or indirectly from acts of God, dangers incident to the air or sea, breakdown in any kind of machinery or equipment, strikes, riots, war, thefts, pilferage, epidemics, quarantines or from whatever cause. Further, FT and its representatives reserve the right to withdraw the tour or part of it and make such alterations in accommodations and to the itinerary as deemed necessary and advisable. The right is also reserved to cancel the tour prior to departure; in such case, full refund of all payments will constitute full settlement of the passenger. FT reserves the right to accept or decline, or to retain any person as a tour member, whether before departure or en route; in such a case, FT will refund equitable amounts of money. Any expenses incurred by delays or events beyond the control of FT will be borne by the passenger. The airlines concerned are not to be held responsible for any act or omission of events during the time the passengers are not on board their plane or conveyance. The passenger contract in use by the airlines when issued shall constitute the sole contract between airline and the purchaser of the tour and/or the passenger. Price of these tours are subject to change at any time without prior notice, whether due to currency fluctuations, increases in land or air tariffs, or any other factors beyond FT's control. In the unlikely event of FT's default, California customers may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. California residents at the time of purchase have the right to make a claim against the Fund for any money paid to FT, that is due because of FT's bankruptcy, insolvency, cessation of operations or material failure to provide the transportation or travel services sold. The claim must be filed within 60 days (or in limited circumstances, within 1 year) after you become aware of your loss. For claim form/additional information, write to **Travel Consumer Restitution Corp., P.O. Box 8474, Northridge, CA 91327.** Nonresidents of California are not covered by the California Travel Consumer Restitution Fund and are not eligible to file a claim against the Fund in the event of FT's default. Upon cancellation of the transportation services where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to Frosch/FT Travel for services not received by you will be promptly refunded by Frosch/FT Travel to you unless you otherwise advise Frosch/FT Travel in writing.

## **FROSCH TRAVEL**

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