

Terms & Conditions

IMPORTANT NOTES

We want you to get the most out of your travel experience. Please carefully read the Terms & Conditions as stated in this brochure. Payment of your deposit acknowledges your understanding and acceptance of these Terms and Conditions. Pacific Delight Tours (PDT) will be happy to answer any questions you may have.

GUARANTEED DEPARTURES

All series programs, excluding air-inclusive tours, are guaranteed to operate with a minimum of two (2) persons traveling together except in cases where natural or other conditions beyond PDT's control adversely affect the operation of the program(s). In addition:

GOLD EXPERIENCE programs with fewer than 10 participants may be locally hosted throughout.

SILVER EXPERIENCE programs fewer than 15 participants, may be locally hosted throughout.

ESCAPADE programs are locally hosted throughout.

BOUTIQUE EXPERIENCE programs are locally hosted throughout.

ACCOMMODATIONS: are based on double occupancy; sole occupancy is available with payment of single supplement. Triple rooms are on request and subject to availability. The hotels indicated are confirmed and every effort is made to provide the hotels as listed but may be subject to change due to unforeseen circumstances; in that unlikely event, hotels of equal or superior quality will be provided at no additional cost. Cruise ship accommodations are based on double occupancy of twin-bedded stateroom with private balcony. Registry of all Yangtze River cruise ships: People's Republic of China.

MEALS: as specified in the itineraries, on table d'hote basis.

TOURS: by chartered air-conditioned vehicle with English-speaking guide including all entrance fees, heritage and other special permits such as the Panda experience.

CRUISES: on scheduled Yangtze River cruises, all meals including soft drinks, tea and coffee, beer and wine with dinner, cultural presentations such as calligraphy and Tai Chi demonstrations, knowledgeable river guides, and daily shore excursions listed in the itineraries.

ARRIVAL & DEPARTURE TRANSFERS: between airport and hotel on the first and last published days and cities, on private or shared basis, are included on Gold Experience and Air Inclusive programs and optional, at additional cost, on other programs.

INTERNAL TRANSPORTATION: all applicable and required internal flights and/or trains via scheduled services, in group economy class unless otherwise specified.

TRAVEL DOCUMENTS: U.S. passports with validity at least six months *after the date of return* of your journey are required of all tour participants. Passports must have four (4) blank visa pages, in addition to Amendment and non-visa pages. It is the responsibility of all non-U.S. passport holders to check visa requirements with appropriate consulates and to have the correct documentation for participation on a program. *PDT shall not be responsible for tour participants in possession of incorrect or invalid visas.*

VISAS:

China: a tourist visa is required. Upon request, PDT can apply for the visa on your behalf upon payment of the visa fee and a nominal processing charge. PDT cannot guarantee the acceptance of your visa application. If, for any reason, your application is denied, a full refund will be made of your visa fee. The processing charge is not refundable.

Tibet: Entry permits to Tibet are handled by PDT's China office. Your **China** visa is required in order to issue your entry permit for Tibet. Please note that a **color** photocopy of both your passport and China visa are required no less than 3 months prior to departure. Permits to Tibet are approved by the Tibet Tourism Bureau. Rules of entry to Tibet fluctuate and are subject to change. PDT cannot guarantee acceptance of your permit to visit Tibet.

Travel to **Hong Kong, Japan, Singapore and Thailand:** No visas are required for U.S. citizens for tourism.

Travel to **Cambodia, India, Laos, Myanmar, Vietnam:** Tourist visas *are* required. For information, contact the applicable Embassy. In some cases, eVisas are available.

HEALTH: In general, these tours are quite active and may require a good deal of walking, frequently including stairs. Tibet also requires travel into areas of high altitude and extreme temperature fluctuation. We strongly recommend that you discuss any health concerns with your personal physician. PDT's tour directors reserve the right to exclude passengers from participating in tours, if, in their sole discretion, they believe that the tour may be too challenging for the participant and/or such participation could present a hazard or inconvenience to other participants. **Additional Assistance:** any traveler requiring special assistance must be accompanied by an adult who is responsible for providing all such assistance. PDT is under no obligation whatsoever to provide any special assistance. You are required to notify PDT, in writing, prior to the time of booking, of any physical disability or medical condition which may require any special assistance during the tour. Please note that accessibility standards may not be the same as in the U.S. PDT reserves the right to remove - at his or her own expense - any tour participant whose physical limitation or condition adversely affects the group and/or may cause risk of harm or injury to him or herself or others.

Vaccinations: currently, none are required but some may be recommended by your family physician or health care professional. As health requirements can change without notice, please check with your personal physician or public health service or the CDC for required and/or recommended vaccinations (www.CDC.gov)

RESERVATIONS

1. DEPOSIT: \$300 per person

Deposits may be paid by check or by credit card (American Express, MasterCard, Visa, Discover), with a signed credit card authorization form. Upon receipt of your check deposit and/or credit card authorization form, a written confirmation/invoice and Passenger Information Form will be sent to you. **IMPORTANT:** in addition to your deposit, the following items are required by PDT in order to finalize your reservation: a photocopy of your valid passport (picture/name page) and the completed Passenger Information Form (PIF). Receipt of your deposit and these documents confirms your reservation.

2. FINAL PAYMENT: balance due dates will be shown on the confirmation/invoice, generally 75 days prior to departure, and may be made by check or credit card with a signed authorization form. Air inclusive programs, if applicable, have special conditions and deadlines that will be specified on the confirmation/invoice.

3. CANCELLATION & REFUNDS: A written notice of cancellation must be received by PDT by mail, fax, or e-mail. Verbal cancellations will not be accepted.

75+ days before departure.....	US \$300.00 per person*
74-30 days before departure.....	US \$500.00 per person*
Within 30 days.....	100% of program price*

*Plus any additional penalties assessed by international airlines (if applicable)

TRAVEL INSURANCE: For peace of mind and to protect your tour payment, travel and trip cancellation insurance is strongly recommended and may be purchased at any time prior to your date of departure but obviously prior to any need to submit a claim. Travel insurance generally covers trip cancellation, baggage, trip delay, medical expenses on tour and other valuable features. For information on available insurance plans, please call PDT at (800) 221-7179.

GENERAL CONDITIONS

All tour fares shown are based on the tariffs, airfares, taxes, fuel surcharges and the current value of foreign currencies in relation to the U.S. dollar and are subject to change at any time prior to receipt of final payment. Every effort has been made to ensure the accuracy of the published information; however, PDT reserves the right to correct tour fares at any time prior to receipt of final payment.

SPECIAL DISCOUNTS: Discounts are applicable to new bookings only; discounts are not combinable. Promotional discounts will not apply if payments are not received by PDT on or before the specified deposit and final payment due dates. **RE-BOOKING:** A change in date of departure or from one tour to another, after your original reservation has been confirmed, is considered a cancellation and rebooking.

CRUISES: Due to weather, varying water levels on the river, restrictions of the navigation authorities and/or maintenance at the Three Gorges Dam, Yangtze River cruise routes and shore excursions are subject to change. For the most up-to-date itineraries, please visit www.pacificdelighttours.com or call 1-800-221-7179.

AIRLINE RESERVATIONS AND PASSENGER NAMES: Passport number, date and place of issue and birth date are now required by most foreign governments, as well as some airlines, in order to confirm services. Names on your airline tickets **must match the name(s) exactly** as listed on your passport. It is the responsibility of the travel agent/traveler to verify that the name shown on the confirmation/invoice exactly matches the traveler's passport name. PDT is not responsible for any ticket reissue charges or denial of boarding by an airline due to name discrepancy.

BAGGAGE: Free weight allowances and charges for checked and carry-on baggage vary by airline, booking class and destination, and subject to change. For international flights, refer to the airline's website for details on their checked and carry-on baggage rules. On internal flights, weight allowance is generally 20k (44lbs) per person (not per bag) for checked luggage and 7k (15 lbs) for carry-on. Overweight charges will be the responsibility of the tour participant and payable to the airline(s) if and as incurred. PDT does not assume any responsibility for loss or damage to baggage or passengers' belongings; it is at passengers' risk throughout.

REFUND OF UNUSED TOUR ARRANGEMENTS: there is no refund of unused features and services. If it is due to a covered cause and you have purchased travel insurance, be sure to obtain a written statement from the Tour Director or Local Guide specifying the exact services not rendered as that will be required in order to make a claim.

USE OF IMAGES: PDT may, from time to time, photograph or videotape a group on location during a tour and PDT reserves the right to utilize such images for its own promotional purposes. Participants who prefer their images not be so utilized should kindly inform the guide or tour director at the beginning of the program.

NOT INCLUDED

Passport and visa fees; optional travel insurance; international airfares (except on Air Inclusive programs); arrival and departure airport transfers (except on Gold Experience and Air Inclusive programs); excess baggage charges on internal flights or trains; meals and beverages except as specifically noted in each program; purchases from in-room minibars; phone, fax and internet charges unless provided as an amenity by the hotel(s) or cruise line; laundry and dry cleaning; gratuities to guides, drivers and cruise staff (see note below); optional activities not specified in the itineraries; and items of a purely personal nature.

Please note: Hotel Check-in/Check-out. On the first and last day of every program, hotel check-in is available mid-afternoon and check-out is mid-morning. Should you require access to the room either prior to or after the usual times, it can be arranged – subject to availability – for an additional charge.

GRATUITIES: All PDT Tour Directors and guides are totally committed to exceed your expectations in every way and gratuities are left to your discretion, based on your satisfaction with the services you have received. Customary amounts will be suggested in your final documentation. On board Victoria Cruises, a service charge for the entire ship's crew will be charged automatically to your credit card upon embarkation. This service charge does not include shore excursion guides, drivers and boatmen, if any.

RESPONSIBILITY

Pacific Delight Tours®, its employees, officers, directors, subsidiaries, or affiliates (hereinafter PDT) acts as a tour operator and agent. The suppliers that provide transportation, conveyance or accommodations are independent contractors and are not agents or employees of PDT. All tickets, coupons and receipts issued by PDT and all arrangements for transport, conveyance, or accommodations are made by PDT as agent of the suppliers. You agree that PDT nor any of its officers, directors, employees, subsidiaries or affiliates shall not be liable for any injury, damage, loss, accident, or delay incurred by you in connection with any accommodations, transportation, conveyance, or other services of whatsoever nature resulting directly or indirectly from any acts or default of the suppliers or from any occurrence or condition including but not limited to (i) defects in vehicles or vessels, breakdown in equipment, or the negligence of their operators; PDT, also shall not be liable for any injury, damage, loss, claim, or accident resulting directly or indirectly (i) from (ii) delays, cancellations or changes in flights, itineraries, schedules, or other services of any nature whatsoever, (iii) from strikes, theft, sickness, weather, quarantine, or any other causes of any nature whatsoever or (iv) from acts or omissions of any Government, its local subdivisions, bureaus, or authorities. All tour itineraries and fares may be affected by alterations or delays in air or surface transportation services of the various countries. -PDT reserves the right to withdraw any tour and to make such alterations in the itineraries which, in its sole discretion, it may find desirable for the convenience of the parties or the proper operation of the tour. PDT reserves the right to decline to accept, or to retain any person as a member of the tour at any time, if they in any way violate the laws of the country they are visiting, pose a risk to the safety of fellow tour members, or whose behavior interferes with the smooth operation of the tour.

Cancellation charges cover non-refundable costs as well as protect tour fares for the remaining participants. There will be no refund for unused services or features.

PDT reserves the right to cancel the tour prior to departure for any reason. In such case, full refund of all payments will constitute full settlement with the passenger. The airlines and other transportation carriers concerned are not to be held responsible for any act or event during the time the passengers are not on board their planes or conveyances. The passenger's contract in use by the airlines concerned shall constitute the sole contract between the airlines and the purchaser of these tours and/or passenger with respect to that service. Any and/or all transportation companies shall have or shall incur no responsibility for or liability to any traveler aside from their liability as common carriers. The carriers' international tariff is available for inspection and will govern all aspects of the air transportation.

The Terms and Conditions issued by PDT contained herein and set forth in the brochures and on its website, under which you agree to utilize the services of PDT in arranging the tours, may not be amended in any way, except in writing signed by an authorized officer of PDT. By utilizing the services of PDT, you agree that the exclusive jurisdiction for all claims, suits, actions or proceedings of whatsoever nature against PDT, its employees, officers, directors, subsidiaries, or affiliates shall be the State of New York. CST 2098539

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