

PASSENGER TERMS & CONDITIONS

Please take a few minutes to review the following:

These Passenger Terms and Conditions govern the relationship between Travelink, Inc. and all tour participants, and they apply to the tours published in this brochure. No alterations to these Passenger Terms and Conditions may be made by any Travelink, Inc. employee, authorized representative or agent, unless in writing by an officer of Travelink, Inc. All decisions and matters subject to Travelink, Inc.'s discretion shall be made by an authorized officer of Travelink, Inc.

AIR TRANSPORTATION: Jet economy class round-trip from Gateway City applicable on IATAN and ARC carriers, based on the Apex Airfare. Every effort will be made to accommodate special needs if noted at time of registration, but not later than 6 months prior to departure, whichever is earlier.

LAND TRANSPORTATION: By private motor coach.

ACCOMMODATIONS/ROOMMATES/SINGLE SUPPLEMENTS: Tour prices are per person, based on two persons sharing double or twin-bedded rooms with private bathroom with tub or shower.

Hotels categories are listed in your tour inclusions. Please note that air conditioning is not a standard amenity and may not be available in the room types that have been reserved for the group.

Single rooms are subject to availability and at an additional cost. Please note that many single rooms have one twin bed and are small compared to rooms for two people. Should you wish to have a private room for the entire tour, this supplement will be added to your invoice.

Securing a roommate is each tour participant's individual responsibility. Travelink will provide you with names of others registered for your tour who desire a roommate. Should you not have a roommate at the time you register, you will be billed the single supplement. Once your roommate registers that charge will be credited.

MEALS: As specified in your itinerary: FB= Full Breakfast, CB=Continental Buffet Breakfast, BB=Buffet Breakfast, L = Lunch, D=Dinner. Coffee and tea included with breakfast only. All other beverages are extra. Complimentary beer and wine included with dinners on board the cruise.

Special dietary needs must be requested at time of registration, but due to local customs cannot be guaranteed for any included meal.

SIGHTSEEING: As outlined in the itinerary, by private motor coach, the services of best available local qualified English-speaking guide and entrance fees. Because sightseeing for this tour is arranged and purchased for the group, no refund will be made for unused services. Every attempt will be made to include all items as specified in the itinerary based on local conditions. The order may be adjusted as necessary.

BAGGAGE: Due to the limited motor coach capacity on group tours, our passengers are allowed to take **only one checked bag per person not more than 62"** when adding length, width, and height, and weighing **not more than 50 lbs.** Intra-continental flights may have different restrictions. It is the responsibility of the passenger to pay for any excess baggage charges. Portage for this bag, when available, is included in your price at hotels. Regarding hand baggage, the airlines allow only one piece that will fit under the seat in front of you or in the overhead bin. *Hanging bags are not permitted* since there is no appropriate storage space on the coaches.

SERVICE CHARGES AND TAXES: Those normally levied by hotels are included. The price does include gratuities and entrance fees.

Travelink, Inc. reserves the right to alter prices quoted should inflation, costs of fuel, labor or material, air fares, or foreign exchange rates change, all of which are subject to revision with final invoice.

NOT INCLUDED: Passport costs. Visas and health documentation costs (when required);

air taxes, facilities charges, security fees, departure taxes, immigration and customs; fuel surcharges;

port taxes, currency fluctuation and/or fees imposed after the printing of this brochure. Excess baggage costs, inoculations, food and beverages (including coffee and tea) not usually included with regular meals; optional sightseeing tours and excursions; accident, medical, trip cancellation and baggage insurance; transporting and handling excess luggage; tip to persons rendering special services not specifically mentioned as included; items of a purely personal nature such as laundry, telephone and cable expenses, room service orders, etc.; transportation other than specified in the brochure, individual transfers, international airline ticket taxes, airport departure taxes that are not included in the airline ticket, port taxes and any applicable credit card service charge.

HEALTH REQUIREMENTS: Travelink, Inc. endeavors to provide the latest information on mandatory health requirements for our destinations, but shall not be responsible for the accuracy of this information. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by client's health practitioner on a valid vaccination certificate, which the client must carry for proof of inoculation where required. If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking.

INSURANCE: Travelink, Inc. is not responsible for damage, loss or theft of luggage and/or any personal belongings, or for personal injury, accident and/or illness. For protection, it is important that you have adequate insurance to cover these possibilities. Additional information and application forms for these types of coverage will be supplied you when you register for the tour. **ADDITIONAL INSURANCE IS HIGHLY ADVISABLE. Documents cannot be released until insurance confirmation or waiver of recommended insurance is received. Pre-existing medical conditions may be covered by insurance if purchased at time of registration. Travelink will provide an insurance option which is subject to the terms and limitations of the policy.** Travelink, Inc. strongly recommends that you obtain comprehensive insurance.

PASSPORT/VISA/HEALTH DOCUMENTATION: A valid passport is required and must be obtained in person by each tour member at a local passport office. The passport expiration date must be at least 6 months following the return date of the tour. It is the responsibility of the passenger to make Travelink, Inc. aware when they are traveling on a Passport from a country other than the USA. It is the responsibility of the passenger to secure the necessary passport, visa(s) and health documentation required to travel on any particular itinerary. Please note that government rules regarding entry and exit change on a daily basis.

DEPOSITS AND PAYMENTS: A **non-refundable deposit of \$250.00 per person, paid by check,** is required immediately reserve your space on the tour. You will receive monthly statements with the payments outlined. **Final payment for trip is due 180 days prior to departure.**

Thereafter, a late payment fee of \$45 will be assessed. Reminder: If you choose to pay by credit card, you will be assessed a 3% processing fee.

IMPORTANT INFORMATION: Tour conditions and airfares are subject to governmental, ARC/IATAN and airline regulation requirements in effect at the date of and during the tour. All airfares and land rates are quoted in U.S. dollars and are based on tariffs and costs in effect December, 2008, and are subject to change without notice.

Schedules are tentative until group deposits have been received either from individual participants or made by tour host on behalf of the group. Once deposits have been made they are non refundable to the airline and are subject to the airline terms and conditions. Land costs are based on group rates and are dependent on the number of tour participants.

RESPONSIBILITY: Travelink, Inc. acts as a disclosed agent for principal hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors, providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of Travelink, Inc., in regard to all arrangements for transportation, sightseeing, or for hotel accommodations for the tour. The transportation, accommodations and other services provided by the ground and air operators offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Neither Travelink, Inc. nor **Houghton College or Dr. Ben King** own, manage, control or operate any said supplier of services. Travelink, Inc, **Houghton College and Dr. Ben King** cannot accept any responsibility for losses or additional expenses due to delay or changes in air schedules or other causes. All such losses or expenses will be the responsibility of the member of the tour, as the rates provided are for the arrangements only at the time stated. Travelink, Inc. reserves the right to make adjustments to the itinerary and to cancel any tour prior to departure. Moreover, if between planning time, and/or during actual travel operation, circumstances require changes, Travelink, Inc., **Houghton College, Dr. Ben King** and its suppliers of travel services reserve the right in their sole discretion to vary the itinerary and substitute components of any tour, if air schedule or surface transportation charges, security matters, and/or events beyond their control make such alterations necessary. Suppliers may substitute transportation equipment depending on any variety of factors, including the volume of passengers on the tour. Because Travelink, Inc. does not have the right to control the operations of the independent operators and their suppliers, **IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING BUT NOT LIMITED TO BAGGAGE**, which may arise out of these services during or after the tour program. Your signature on the registration form, partial payment for a reservation, and/or acceptance of final vouchers or tickets shall be deemed to be consent to all the Passenger Terms and Conditions. As lawful consideration for the agreement with Travelink, Inc., **Houghton College and Dr. Ben King**, and to participate in such trips and activities, you hereby agree that you will not make a claim against **Travelink, Inc, Houghton College and Dr. Ben King**, or sue for bodily injury, emotional trauma, death, and/or property damage, arising from participation in the tour. You, therefore, release Travelink, Inc, their employees, **Houghton College and Dr. Ben King** from all claims, actions, and demands that you may have for bodily injury, death or property damage arising from your participation in a tour. This Release of Liability and Assumption of Risk is entered into on behalf of all members of your family, including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

Travelink, Inc., **Houghton College and Dr. Ben King** reserve the right to refuse to accept or to retain as a member of any program any person at any time, and to pass on to program members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, Travelink, Inc. reserves the right to adjust its rates.

CUSTOMIZATIONS/EXTENSIONS: Your tour is based on a minimum number of people traveling together for the entire tour. Individual customizations or extensions are allowed only on the return portion of the trip and **should be requested in writing at the time of registration, but no later than 180 days prior to group departure**. Individual customizations are limited by the airlines to no more than ten percent of the total number of passengers in your group, so they will be granted on a first- come first-serve basis. There will be an administrative fee of \$ 150 for the customization plus applicable charges for additional airfare and other services requested.

REFUNDS/CANCELLATIONS: We certainly recognize that the majority of those who cancel do so out of necessity. If you need to cancel your trip, you must do so in writing. Travel Cancellation Insurance is strongly recommended. Please read provisions of the policy for terms and conditions.

Cancellation refunds will be calculated as of the date we receive your written cancellation. From the time of registration until 181 days prior to departure, **January 15, 2010**, there is a non-refundable **\$1500.00** per person cancellation fee (which includes the non-refundable Passion Play ticket deposit), plus any non-refundable items ordered, such as concert tickets etc. For written cancellations received **180-121** days (January 16- March 14, 2010) prior to departure, 50% of the total tour cost is nonrefundable; for written cancellation received from **120-61** days prior to departure (March 15-May 17, 2010), 75% of the total tour is non-refundable; for written cancellations received within 60 days of departure (May 16, 2010), 100% of the total tour cost is non-refundable. Refund (less the penalties or in excess of penalties) will be processed upon cancellation. Travelink, Inc. prices are based on contract rates; therefore, if you cancel while the tour is in progress, there will not be any refund for the unused portion.

FORCE MAJEURE: "Force Majeure" means, in relation to TRAVELINK, INC., any circumstances beyond the reasonable control of TRAVELINK, INC. (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war declared or undeclared, sabotage, insurrection, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences). If TRAVELINK, INC. is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof. TRAVELINK, INC. shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If TRAVELINK, INC., and/or any of its travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by TRAVELINK, INC. to you as a result of the non-performance of any of TRAVELINK, INC.'s obligations hereunder shall remain in its sole and absolute discretion although TRAVELINK, INC. shall use its reasonable endeavors to reimburse you where possible. However, TRAVELINK, INC. shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to TRAVELINK, INC. of the Force Majeure. Regarding civil unrest, once TRAVELINK, INC. has investigated the prevailing situation, as it deems fit, it shall remain in TRAVELINK, INC.'s sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, TRAVELINK, INC. is of the opinion that the trip may proceed, no refund will be payable to you and the provisions stated under *Cancellations* shall apply.