

# Snow Tours, Inc

1281 Paterson Plank Road Secaucus, New Jersey 07094  
Toll Free: 1-800-222-1170  
Local Number: 1-201-348-2244  
Fax: 001-201-348-0545  
www.snowtours.com



## Terms and Conditions

### ADMINISTRATION ARRANGEMENTS:

- A1. Introduction
- A2. Your Proposal and Confirmation
- A3. Agreement
- A4. Deposits and Payments
- A5. Form of Payment
- A6. Special Travel Arrangements
- A7. Late Booking
- A8. Travel Cancellation and Refunds
- A9. Vacation Protection Plan
- A10. Changes in Travel Arrangements
- A11. Delivery of Travel Documents
- A12. Foreign Currency and Price Guarantee
- A13. Land only bookings
- A14. Travel Documents and Health Requirements

#### A1. INTRODUCTION

Snow Tours, Inc. ("Snow Tours") is arranging your travel is and located at 1281 Paterson Plank Road Secaucus, New Jersey 07094.

The contact information for Snow Tours is: Toll Free: 1-800-222-1170 Local Number: 1-201-348-2244 Fax: 001-201-348-0545, Email addresses [info@snowtours.com](mailto:info@snowtours.com)

As used in this agreement, the terms "you" and "your" shall mean the traveling passenger who purchased a travel package from Snow Tours.

As your tour provider, Snow Tours has the goal of making your travel smooth and successful. Some administrative work is involved for both of us and we strive to make the process simple and streamlined.

This document includes the terms and conditions (hereinafter the "Terms and Conditions") governing the agreement between you and Snow Tours and explains the steps which help us to manage your travel arrangements efficiently.

By confirming and reserving a travel package with Snow Tours you are entering into an agreement with Snow Tours and you understand and accept all of the Terms and Conditions. In consideration of your payment to purchase travel from Snow Tours, you acknowledge that you have received, read and agree to the Terms and Conditions set forth herein and in all travel documents issued or provided by Snow Tours in connection with the travel package you are purchasing.

## A2. YOUR PROPOSAL AND CONFIRMATION

The travel arrangements and prices included in your Proposal are subject to availability and contract. Upon receipt of your deposit, we will issue a Confirmation. Your check will not be deposited or your credit card charged until the arrangements are confirmed.

## A3. AGREEMENT

The agreement between you and Snow Tours consists of the following:

1. Your Confirmation/Reservation Invoice;
2. The terms, conditions, and provisions set forth in this agreement; and;
3. All documents issued by Snow Tours as part of the travel package.

## A4. DEPOSITS AND PAYMENTS

Initial Deposit: 50% of total cost of the travel package is due upon reservation.

Final Payment: The remaining balance is due no later than 65 days before the departure date. For reservations received within 65 days of THE departure date, the total amount is due at the time of reservation.

Please be aware that additional deposits may be required by airlines to secure special air fares. Special deposit arrangements may also apply to certain hotels, resorts, holidays, or high demand periods. Additional or special deposits are not included in the aforementioned deposits and payments and must be paid by you upon invoice from Snow Tours.

It is important that your payments are received in our office no later than the stated due dates. If payments are late or not sent, we may have difficulty in retaining your travel reservations and pricing, and additional charges may apply for increases in travel costs or the travel arrangements may be cancelled due to non-payment. Time is of the essence for all of your obligations under this agreement. Your tickets, vouchers, and travel documents will be provided to you after full payment has been received.

## A5. FORM OF PAYMENT

Except for instances where travel is imminent, deposits and other payments may be made by personal checks, credit card or wire transfer. When travel is scheduled to occur in less than fifteen (15) days, all payments are due in cash or wire transfer. When you request payment by credit card, this agreement shall serve as authority for Snow Tours to charge the deposit, final payment, and any other fees to the designated charge card and you agree not to initiate a charge-back. Please understand if a check is returned, or if your credit card is declined, Snow Tours will charge you a handling fee of \$75 per item and your travel arrangements may be canceled as provided herein.

## A6. SPECIAL TRAVEL ARRANGEMENTS

Many of our guests take the opportunity to extend their stay for independent travel. Snow Tours will gladly assist within the scope of our capabilities and provide you with information about the most frequently requested options for extended stays.

## A7. LATE BOOKING

Snow Tours recognizes that travel plans often come together quickly and that sometimes it is not possible to make a decision until the "last minute." Snow Tours will do everything reasonably possible to accommodate a late request, but all travel arrangements are subject to availability and the feasibility of issuing travel documents on short notice. Please send us full payment immediately upon confirmation in order to avoid the risk associated with a last-minute reservation.

You acknowledge that requests made close to a departure dates requires extra communication, administration and delivery costs. There is a fee of \$75 per person for reservations that are confirmed with less than 65 days before the departure date.

## A8. TRAVEL CANCELLATION AND REFUNDS

Cancellation General. Snow Tours realizes that unexpected cancellations occur for travel plans and what a disappointment and disruption this can be!

To avoid misunderstandings, please send us cancellations in writing and enclose all travel documents including air tickets and vouchers. The date Snow Tours receives the cancellation notice and original travel documents in our office establishes the effective date of cancellation. Overnight commercial carriers are often best to return travel documents to ensure they arrive promptly and so you can trace a package if necessary.

Cancellation Fees and Refunds: Cancellations that are received more than sixty-five (65) calendar days prior to the departure date will be assessed a one hundred and fifty dollars (\$150.00) charge per person, plus any cancellation or similar fees assessed by the airline, lodging and/or other vendors (a "Provider"). Certain aspects of your travel may be non-refundable. Airfare cancellation fees are governed by the rules applicable to the fare basis used and many fares are nonrefundable. Snow Tours will offer this \$150 cancellation fee as a credit towards another trip that is booked within 12 months of cancellation.

Generally, lodging providers do not provide refunds for late arrivals or early departures. If a notice of cancellation is received 65 or fewer days prior to arrival, regardless of the reason for the cancellation, all of amounts paid are non-refundable and will result in forfeiture of the entire reservation value. Consult your travel agent or Snow Tours for specific details regarding cancellation fees and refund request procedures at time of booking.

No refunds will be given for unused portions of your package.

## A9. VACATION PROTECTION PLAN

In collaboration with a leading insurer, Snow Tours has developed a customized Vacation Protection Plan which provides financial protection from cancellation fees specified in the travel protection plan as well as coverage for certain travel-related risks that may be associated with your trip. Travel Insurance is recommended for your trip.

Insurance premiums are not refundable.

## A10. CHANGES IN TRAVEL ARRANGEMENTS

Snow Tours recognizes that sometimes individual plans change and will do everything reasonably possible to accommodate your change request, subject to availability. As your departure date approaches, it becomes increasingly difficult, and sometimes impossible, to make any changes at all. To reduce misunderstandings, please send us all changes in writing. Receipt of the request will be effective on the date your notice is received in our office and you will be notified if the requested change is possible.

In an effort to keep our prices as low as possible, the travel arrangements we provide often include the use of special airfares which are not available to the general public, and which may have different restrictions than normally published fares. Snow Tours often selects airfares which require advance purchase of tickets which similarly have additional restrictions and are non-refundable. Consequently, after reservations are confirmed, and even before the ticket is issued, changes to your air tickets usually involve penalties, which may equal the entire value of the ticket. In all cases, Snow Tours and you must abide by the airline restrictions and penalties.

Please note, that once the ticket is issued, it is non-changeable and non-refundable.

We endeavor to minimize our fees for changes; the following change fees apply.

Changes Requested More than 60 Days before Departure: \$100 per person for each available change.

Changes Requested Less than 60 Days before Departure: \$100 per person for each available change, plus any applicable penalty assessed by our suppliers.

As departure date approaches, it becomes increasingly difficult, even impossible, to make any changes at all.

Changes after Departure: Snow Tours regrets that it is not able to provide a refund for any component of an inclusive travel package that you may not use, nor are we able to change air tickets.

#### A11. DELIVERY OF TRAVEL DOCUMENTS

Your tickets, vouchers and other travel documents will be delivered to you approximately two weeks before your departure date. At that time, details of all local contacts will be provided. It is your responsibility to ensure we have your correct address for delivery of travel documents.

#### A12. FOREIGN CURRENCY AND PRICE GUARANTEE

The quoted travel package price for international group reservations is based upon the foreign currency exchange rates in effect on the date of quotation. The foreign currency exchange rate can fluctuate and currency adjustments will be made prior to final payment. Your travel price is guaranteed once you pay the final balance for the reservation.

#### A13. LAND ONLY BOOKINGS

For bookings where Snow Tours does not arrange your air travel, in order to ensure ground transfer arrangements, you must provide Snow Tours with your flight information at the time of booking.

Snow Tours is not responsible for any missed transfers due to the late arrival of your flight or for any other reason. If, for any reason, you do not arrive on the designated flight, you must arrange transfers to at your destination at your own expense.

#### What You Can Expect from Us

Travel is a distinctly personal experience with different expectations for each customer. Our goal is to help you to achieve your expectations. Snow Tours is dedicated to uncompromising standards of quality, value and service. We are committed to actively resolving any problems should they emerge.

#### Our Guarantee to You

Snow Tours wants you to travel with confidence and be pleased with your travel experience. We guarantee to provide all of your travel arrangements included as part of the reservation, and if for any reason this becomes impossible, we will make our best effort to ensure that you are not just satisfied, but pleased, with your travel experience.

#### Our Role and Responsibility

Snow Tours arranges your travel program. We do not supply the travel service components in the program; these are provided by various Providers such as airlines, bus companies, and hotels, which have been identified in your travel documents. We act as agents for these Providers.

Snow Tours selects Providers which are believed to be reliable. However, each Provider is an independent company with its own management. Snow Tours does not control the operations of the Providers and is not responsible for their actions. If you have a mishap, loss or inconvenience with a Provider, you must make a claim with that provider directly.

#### Travel Companions

When you submit a reservation request for your travel companions, you acknowledge that and confirm that you have provided the Terms and Conditions, together with all other travel related documents to every travel participant, advised them of their obligation to the Terms and Conditions, and that you are authorized to sign on their behalf. Every travel companion must abide by and is subject to these Terms and Conditions as if he/she signed this agreement personally.

#### Travel Risks

Travel involves risk and you voluntarily accept the risk. You agree that Snow Tours is not responsible for any injuries or damages which may occur during your travel.

#### Winter Sport Risks

Winter sports are inherently hazardous activities and involve a risk of injury. You voluntarily accept these risks personally. You agree that Snow Tours is not responsible for any injuries or damages relating to your participation in winter sports activities.

#### Snow Tours Staff

During your trip, when a member of Snow Tours staff accompanies or meets you, the staff person's responsibility is limited to verifying that the travel components are carried out by the independent hotels and transfer companies under contract with Snow Tours.

At times, a Snow Tours staff member may participate in winter sports or other activity with you. The staff person does so as an additional group participant and not as an instructor or guide. You acknowledge and agree that if a staff person engages in any activity, selects terrain, or otherwise makes any decision regarding an activity, that this action does not indicate that said terrain or activity is suitable for you. You are responsible for your own actions and decisions when engaging in any activity or terrain and will exercise your own judgment based on your physical ability, weather and general conditions, and the nature of the activity.

#### Satisfaction with Travel Experience

Snow Tours uses its best efforts to ensure that your travel expectations are achieved. However, you agree that Snow Tours is not responsible for any lack of satisfaction in your travel experience.

Unexpected Events or Conditions. Snow Tours expects to provide your travel arrangements as proposed and you accepted. However, by the nature of the travel experience, unexpected inconveniences and changes sometimes occur that are out of Snow Tours' control.

In this tumultuous world, external factors beyond Snow Tours' control may affect your travel arrangements. These factors include, among other things: disasters, weather conditions, flight or road conditions, changes in law or regulations, currency valuations and restrictions, strike, mechanical failures, political events, and so on.

In the event of such an occurrence, Snow Tours may have to change travel reservations, prices, and schedules, or even cancel or terminate the travel. Snow Tours will take such action as is necessary or reasonably appropriate to address the circumstance. Such situations can cause delays resulting in additional expenses, or other consequences. You understand and acknowledge that Snow Tours is not responsible for these situations and any delay, expense, loss or inconvenience you may experience and that a refund will not be issued.

#### Overbooking, or If We Make Changes

Snow Tours does not intentionally overbook, but sometimes we find that the transportation or the accommodation which you originally requested may not be available. When this situation arises, or if Snow Tours has to make changes to your travel, you will be notified as soon as possible. In these circumstances, Snow Tours will provide substitute arrangements of the same, or better, category. If Snow Tours is unable to provide equivalent alternative arrangements, you may cancel your travel without penalty.

#### If a Problem Arises

Every one of our staff members is committed to guest satisfaction and has the responsibility to resolve a problem associated with your travel package. Please bring any problem to the attention of our staff member. If you are not satisfied with the response, please discuss the matter with our supervisor or manager. Please advise the company President in writing within thirty days of any problem which you feel was not resolved in a satisfactory manner.

#### Venue

You understand and agree that this agreement for travel services is deemed to have been executed in Ft. Lauderdale, Florida and that all of its terms and provisions shall be governed and construed solely by the laws of the State of Florida.

You further understand and agree that Snow Tours provides travel arrangement for customers in various states which could result in a multiplicity of dispute venues which would be unfair, cumbersome and expensive for Snow Tours to pursue. Accordingly, you agree that venue for any disputes, litigation, arbitration, or mediation arising out of this agreement must be brought or conducted solely in HUDSON COUNTY, NEW JERSEY, and that any action taken outside of HUDSON COUNTY, NEW JERSEY shall not be enforceable against Snow Tours.

Invalid Provisions. In the event any term or provision of this agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this agreement shall be construed to be in full force and effect.

Entire Agreement. This agreement constitutes the entire agreement between you and Snow Tours. There are no other agreements, representations or warranties other than as set forth herein and all prior negotiations, agreements, and representations are merged into this agreement. This agreement may not be changed, altered or modified except by an instrument in writing signed by you and Snow Tours.

Limitation of Liability. In recognition of the relative risks and benefits associated with this agreement and the cost of the travel package to both you and Snow Tours, the risks have been allocated such that you agree, to the fullest extent permitted by law, to limit the liability of Snow Tours, whether arising from breach of contract, negligence, common or statutory law, or other theory of recovery, or claims and expenses from any cause or causes, including attorney fees and costs and expert witness fees and costs, so that the total aggregate liability of Snow Tours shall not exceed \$2,500.00 or total price paid to Snow Tours for the travel package, whichever amount is greater. It is intended that this limitation of liability apply to any and all liability or cause of action however alleged or arising, unless prohibited by law, including, but not limited to, negligence, breach of contract, or any other claim whether in tort, contract or equity.

Disclaimer for Providers. The third-party Providers which supply transportation require that the following disclaimer of responsibility statements is included in this agreement:

"The ARC or IATA air carriers and other transportation companies, whose services are used in these tours, are not to be held responsible for any act, omission, or event except during the time passengers are on board their conveyance."

"The services, other than transportation by ARC or IATA air carriers, are furnished by independent contractors who are not servants, joint ventures, or partners of the air carrier. Use of an air carrier's logo or service mark does not imply any such relationship."

"The passage contract in use by these air carriers and transportation companies, when issued, shall constitute the sole contract between these companies and the purchaser of these trips and/or tour passage."

"Airline fares are subject to change without notice prior to ticketing."

"Transportation suppliers retain the right to change equipment and schedules without prior notice."

You are responsible for claiming any frequent flyer miles that may be available.

## TRAVEL DOCUMENTS AND HEALTH REQUIREMENTS

You are responsible for the correctness and validity of your travel documents and that you meet health requirements. We regret that you must pay any additional costs which may occur if these requirements are not met.

The following information was correct at the date of preparation but may change. Prior to departure, you should check with the consular representatives of the countries to be visited.

### Passports

A valid U.S passport is required for traveling outside of the U.S., including to Canada & Mexico. All passports must contain at least 3 blank visa pages and must be valid for 6 months after the completion of your tour. If your passport is about to expire, it

is recommended that you renew your passport nine (9) months before your passport expires. This would give you enough time to apply for a U.S. passport with the passport office. If you are not a US citizen or holds a non-US passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Please also ensure that the name on the passport corresponds with your airline tickets.

#### Visas

You should obtain information from the consular representative of the country to be visited.

#### Health Requirements

You should consult your personal medical adviser concerning your specific health requirements.