

Student Express, Inc. - TERMS & CONDITIONS - SB

Please read this document carefully and make sure you understand everything prior to making your reservation. The travel package will be delivered as described in the travel brochure or flyer subject to all terms and conditions described herein. Student Express, Inc (SEI), 7535 E Hampden ste 504, Denver, CO 80231 is the tour operator for all domestic or other packages with scheduled air transportation and is the agent offering tours with charter air. SEI is responsible for the accommodations and other ground services. For charter air only, the charter operator is responsible to the tour participants for charter air services offered with these tours. Prices in the brochure are based on airline, hotel, ground service and other prices in effect on September 1, 2000. SEI reserves the right to increase the price of the tour for any reason subject only to the limitations set forth herein.

RESERVATIONS AND PAYMENTS

A deposit of up to \$150.00 per person and a signed reservation form as an acknowledgment to the conditions of this contract, must accompany all reservation requests and be received in our office within seven (7) days of booking. Reservations are subject to space availability when your reservation application and payment is received by SEI. Final payment is due in SEI's office 60 days prior to departure or February 1, 2001, whichever date is earlier. If a reservation is made less than 60 days prior to departure, full payment of the purchase price and a signed reservation form are required immediately after booking is made, unless other payment arrangements have been approved in writing from our sales office. A \$25.00 per passenger late reservation charge may be assessed. Payments may be made directly to SEI by check or credit card payable to Student Express. SEI accepts Visa, Master Card and Discover. All prices listed on the brochure represent a discount for payment by cash, agency check, money order or cashiers' check. All other forms of payment, such as credit cards and wire transfers must add back \$25/person for land only packages and up to \$50/person for air-inclusive packages for all payments. In addition, certain promotional discounts are given up to \$50 per person. Since advertisers and sponsors help defray package costs and provide special promotional considerations, such as T-Shirts, each participant agrees to visit certain sponsors internet sites. As a condition of printing documents, this may require the participant to fill-out special offer applications at no additional charge to the participant. Participants who do not wish to comply with this requirement must add back the appropriate discount. All credit card payments must be accompanied by a signed Terms and Conditions Agreement. If full payment is not made by the due date, the reservation is in default and may be regarded as SEI's election as having been canceled by the passenger, or SEI may elect to charge up to a \$25 per person late payment fee and a \$25/person rebooking fee if a change of any package component is necessitated. In this event, appropriate cancellation charges shall apply. If payment is late we cannot guarantee rooms on the same flight or guarantee your first hotel choice. ALL FINAL PAYMENTS WITHIN 60 DAYS OF DEPARTURE MUST BE MADE BY CASHIER'S CHECK, MONEY ORDER OR TRAVEL AGENCY CHECK. PERSONAL CHECKS ARE NOT ACCEPTED FOR FINAL PAYMENT. FINAL PAYMENTS BY CREDIT CARDS ACCEPTED ONLY WITH SIGNED PARTICIPANT TERMS AND CONDITIONS OR NOTORIZED SUPPLEMENTAL CREDIT CARD FORM (PARENTS CREDIT CARD). MAXIMUM TWO FINAL PAYMENTS PER CREDIT CARD. All payments (deposits and final payments) are to be mailed directly to Student Express at the address indicated. EACH PAYMENT MUST PROPERLY NOTE THE PARTICIPANT'S BOOKING NUMBER. Insufficient funds or stopped payment checks shall be subject to a charge of \$25.00 per check. SEI is under no obligation to re-deposit any such checks. Travel documents that must be sent via overnight mail will incur a \$20 handling fee. Participant agreements, rooming lists and other paperwork are also to be sent to SEI prior to departure. SEI reserves the right to reduce published prices at its sole discretion and at any time for new bookings only (i.e., on a non-retroactive basis). SEI also reserves the right to re-invoice your reservation should an error be made in computing your package price, or for any error quoted or invoiced by our office. Any person or entity (including a Travel Agent) who receives monies from Participant(s) does so strictly as agent for the Participant(s). SEI disclaims liability for such monies until received by SEI's office and check has been cleared by SEI's bank. Tender of a deposit constitutes acceptance of these and all other terms of this agreement and the charter operator's Charter Passenger Terms and Conditions, if required. The portion of your payment applicable to charter air transportation will be remitted by SEI within 5 business days to the public charter operator by check payable to that operator's escrow account. Your initial deposit will be applied to the land portion of your trip. Only the portion of your payment applicable to charter air transportation receives escrow protection; the portion applicable to ground accommodations and services are not subject to this requirement, except in instances where the public charter operator supplies all air and ground components of the package being purchased.

DAMAGE DEPOSITS / SECURITY FEES / OTHER FEES

Unless otherwise specified there will be up to a \$100 per person damage deposit in addition to the trip price, payable with the final payment or on arrival. Some properties may also require a valid credit card imprint upon arrival at property and/or a security wristband fee. In addition, for domestic packages each participant is required to pay a \$9.00 processing administration fee at time of final payment. The full damage deposit, for some selected domestic or international packages, (kssdamages or other charges) will be returned in whole or in part by mail approximately 45-60 days or more after departure. For packages requiring refundable damage deposits, deposit refunds (rounded down to the nearest \$1.00) will be processed only upon receipt of the proper refund request form furnished prior to or upon arrival in your itinerary along with the appropriate key vouchers if required. Some properties may charge an additional security wristband fee which could be deducted from your damage deposit. Also, late payment fees, name change fees or other fees, if any, may also be deducted from damage deposits, if not received in advance. Damage deposit refund requests received after April 30th cannot be processed due to hotel/condominium requirements. Each participant is fully responsible for all damages to his/her accommodations, common area damages and any telephone, or incidental charges (including missing items) incurred by participant or charged to the unit including any wristband/security fee. Additional service charge of up to 25% of billed damages may be added to any damaged units. All damages or charges which cannot be allocated to an individual unit or participant shall be allocated between participants on a pro rata basis or in the event of common area damages, pro-rated to all participants staying at the affected property. Should damages or charges exceed the amount of security deposit, participant agrees to fully reimburse SEI for any such excess within 10 days of notification of such excess charges by cashiers check or money order.

CHANGING YOUR RESERVATIONS

There will be a \$25 per person fee for any changes made once payment has been received as well as any airline fees up to \$170 per person. Within 30 days of departure, a change, by participant, in departure date, hotel, or number of passengers, at our option will be treated as a cancellation. Re-booking and cancellation charges as outlined will apply. Name changes are subject to hotel acceptance and penalties. All change fees will be collected prior to check-in or at our option will be deducted from damage deposits prior to refunds being issued. No changes can be accepted which affect the structure of the rooming list; see "Accommodations" below.

CANCELLATION CHARGES

Be advised that due to the costly process of changes, recording room list adjustments, forfeited lodging deposits by SEI, YOUR RIGHT TO A REFUND IF YOU CHANGE OR CANCEL YOUR RESERVATION IS LIMITED. Cancellations must be submitted in writing to our office in Denver, CO. Cancellations made 60 days or more before departure are assessed \$75 per person land only, and \$150 per person for air inclusive packages. Cancellations from 59 days to 31 days prior to departure are assessed at 50% of trip price. Cancellations 30 days or less prior to departure receive no refund. UNUSED TOUR SERVICES : No refunds will be made for any tour services which are not used by the participant (except in the case of major changes to Public Charters as detailed in the appropriate charter operator's Charter Passenger Terms and Conditions). If your trip is resold to an eligible substitute passenger you will receive a full refund less a \$25 per person change fee. A substitute passenger will not be considered as having been found by SEI until the entire capacity of the trip has been initially sold out. No substitutions will be allowed within 14 days of travel, and substitutions within 30 days are subject to a change fee of \$25 plus any airline imposed fees up to \$170.00. The passenger must confirm the right to a refund by sending a written notice of cancellation to SEI at the time of telephone cancellation. All written refund requests for cancellations or changes must be received within 60 days from the scheduled departure date of the trip or refunds cannot be issued. All such refunding to participants will be made within 30 days (14 days for Public Charters) after receipt of the written cancellation or substitution request. Acceptance of a refund constitutes a waiver by the participant of all other rights and remedies that may be available under applicable law.

ACCOMMODATIONS

Unless specifically confirmed in writing all trip? are sold on a maximum occupancy basis. Maximum occupancy (with sleeper sofas and supplemental bedding utilized) means 4-6 persons per hotel room, suite, one bedroom or studio condominium, 6-8 persons per two bedroom condominium, 8-10 persons per three bedroom condominium, and so forth. We will strive to accommodate handicapped participants if requested at least 30 days prior to your trip departure date. If participants have requested shared occupancy whereby the participant pays a maximum occupancy rate but in which a unit is not filled to the maximum occupancy limit then SEI reserves the right to split, or arrange groups in any manner necessitated by group size. available accommodations or for any other reason without notice. In case of a necessary property change, SEI will refund any difference in price between the originally selected property and the available property. NOTE SEI cannot guarantee a match if SEI cannot match you, you will be responsible for paying occupancy surcharges. Furthermore, SEI, at its sole discretion, may choose to refund a shared booking in the event of a non-match with no other remedies. If shared occupancy is requested SEI will not combine males and females unless specifically authorized in writing from each occupant. Unit locations identified in advertising or itineraries are descriptive only and subject to availability. Should the described locations become unavailable for any reason beyond the control of SEI then SEI reserves the right to assign participants to other locations at the same destination.

which are basically comparable in our sole judgment. Occasionally, scheduling or delays of air or bus transportation may cause late arrivals which may cause a loss on a night of accommodations. In such event, no refund will be issued. Domestic Land Only packages need to arrive prior to 11:00PM otherwise a late arrival fee may be assessed up to \$50.00 for your group.

SUBSTITUTIONS/CHANGES

SEI reserves the right to substitute hotels and any other package elements of equal or better grade or quality in our sole judgment. Should it ever become necessary to accept accommodations in a hotel of lesser grade or other tour elements of lesser quality within operator's control, an adjust will be made. Where such change is known prior to departure, an attempt will be made to notify you. Should SEI fail to deliver any trip component or service as promised, SEI will refund the difference in it's cost between the component or service delivered and that promised provided that the reason the component or service was not delivered is within SEI's reasonable operational control.

AIR TRANSPORTATION

Charter flights will be operated using aircraft and airlines specified in the applicable charter operator's Charter Passenger Terms and Conditions. The airlines operate the air travel portion of your vacation subject to the government(s) involved granting of operating rights. If such rights are denied, the flight will be canceled with a full refund to the participants. SEI reserves the right to change the form of air service from charter flight to scheduled flight or vice versa. In cases where SEI arranges flights for you or scheduled service or charter service, SEI acts only as the agent of the scheduled carrier or charter operator and shall not be responsible for the provision or operation of such rights, and participants shall receive only those consumer protections accorded passengers traveling on scheduled service or charter service as the case may be. SEI acts only as an agent in all cases. Connecting flights are non-refundable once ticketed.

COMPLAINTS/PROBLEMS

In the very unlikely event that you have cause for dissatisfaction or encounter a problem during your vacation, IT IS YOUR RESPONSIBILITY to contact your SEI representative at your destination. SEI cannot not be responsible for expenses incurred by passengers, if SEI was not notified of the problem. Should the cause of dissatisfaction relate to accommodations provided, it is important that the hotel manager be made aware of the problem, in writing. Any luggage problems should be brought to the attention of the appropriate carrier in writing prior to leaving the airport. If after discussing any matter with your representative, you consider that you still have not received satisfaction while on vacation, please send to SEI a written account of your complaint within 60 days of your return. Except as otherwise required by law, no consideration will be given unless a written communication has been received by SEI within that time.

PARTICIPANT'S RESPONSIBILITIES

Items not included in this package price; i.e., gratuities, meals, foreign & U.S. departure taxes and fees and all items of a personal nature are the sole responsibility of the passenger and shall be paid directly when the services received or paid as indicated on trip participant information or "house rules". Taxes, fees and damage deposit requirements will be billed with final payment. Air and bus transportation, hotel and accommodations rules or conditions of carriage, as determined by said entity must be adhered to at all times. This includes "House Rules" and rules/regulations printed in itineraries or other distributed printed materials. Pets are not permitted. We do not distinguish between smoking and non-smoking accommodations. USE OF MUSIC DEVICES IS NOT PERMITTED ON ANY FLIGHTS OR MOTORCOACH AND PERSONS DEEMED TO BE INTOXICATED WILL BE DENIED BOARDING AIRCRAFT OR MOTORCOACH TRANSPORTATION FOR ALL PARTICIPANTS. SAFETY: Passengers who are refused transportation due to intoxication or improper behavior will receive no refund. Participant agrees to pay reasonable attorneys' fees and other expense incurred by SEI in the collection of unpaid damages, credit card chargebacks, insufficient or stopped checks, or other losses for which participant is responsible. TRANSPORTATION TO MEXICO REQUIRES PROPER DOCUMENTATION. PASSENGERS DENIED BOARDING DUE TO IMPROPER DOCUMENTATION WILL RECEIVE NO REFUND.

ASSUMPTION OF RISK

Many establishments make available during the course of most trip packages various activities, contests, parties, etc which SEI may offer on their behalf. Participants agree to accept responsibility for participating in these activities, where offered, and do so upon their own initiative and assumption of risk. SEI shall not accept liability for accident, injury or death as a result of participation in said activities. Participant agrees to waive any and all claims arising therefrom against SEI, its employees, independent contractors, agents and/or representatives or associates. SEI does not provide, promote or sell alcoholic beverages in its programs. Various entities on-location may offer packages including alcoholic beverages which is beyond the control of SEI. Excessive use of alcohol can result in serious injury. SEI does not condone the use of alcohol.

CONDITIONS AND ACCOUNTABILITY

In providing this vacation, SEI, through contracts with independent third-party suppliers, arranges for certain services and accommodations offered in connection with the tour. With respect to Public Charter Flights and Tours, SEI is the agent and is responsible to the participant for arranging all services and accommodations offered in connection with the charter. However, neither SEI nor their agents, servants, campus representatives, employees or your travel agent shall be liable for any claims, actions, cause of action, injuries, damages, loss, delays, costs or expenses arising out of or resulting from injury, accident or death, damage, loss or delay of baggage or other property or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration whether physical or mental for any of the following: Any act or omission of any third-party contractor supplying services on the tour, including, but not limited to, air, land or water transportation services; Any act or omission of any third-party contractor supplying accommodations on the tour, including, but not limited to, hotel services; The failure of aircraft, landcraft or watercraft or any other means of transportation to arrive or depart as scheduled, Civil unrest, disturbances; Government restrictions or regulations; Discontinuance or change in transit or hotel services; Any other cause over which SEI has no direct control. The total responsibility for the operation, maintenance and scheduling for aircraft, watercraft or land vehicles used for the tour rests with the third-party contractor engaged in transporting passengers. Third-party contractors providing air, ground or water transportation shall not be liable for any damage, loss, delay or expense incurred at a time during which passengers are not on board their craft. Except as otherwise required by law, any claim, action, or cause of action against any party providing air, water or ground transportation services for personal injuries or death shall be brought in the country where the personal injury or death occurred. Upon occasion, SEI may solicit sponsorship on a national, international or local level for the trip packages from various corporations or entities. It is to be understood by the participant that such sponsorships, if any, are arranged by SEI or our agents strictly to enhance SEI trip packages at no or discounted costs to the participant. It shall not be construed by you that these arrangements with such corporations or entities, in any, denotes that said sponsors are in a partnership of any kind with SEI, its employees, agents or associates nor that SEI recommends, condones or suggests that the participant purchase, use, consume or approve of said corporate or other entity sponsors, products or services. Grading of hotels and services is in accordance with standard industry practice and a tour participant accepts such grading when booking these tours. SEI reserves the right to decline, to accept, or retain any tour member as participant of these tours. Fuel surcharges or increase in government taxes or fees may be imposed by the transportation companies which, in turn, may be added to the tour price even after final payment. Any increase of this nature for charter flights will be in accordance with DOT rules and regulations. For packages not covered by DOT charter rules and regulations SEI reserves the right to alter the printed itinerary or schedule of any trip as may be necessary with or without notice and may cancel any trip package for any reason prior to the scheduled trip package beginning and our only liability shall be to refund all monies paid by you to us to date of such cancellation. You shall be refunded within thirty (30) days of such unlikely cancellation.

Hotels: Cancun: Omni, Cancun Palace, Riviera Palace, Club Los Velas; El Dorado Resort. Club Viva Azteca, Gala Playacar, Club Bananas, Reef Club, Grand Caribe Real, Cancun Plaza, Girasol, Calinda Beach, Krystal, Oasis, Maria De Lourdes, Howard Johnson, Terramar Suites, Ocean Club, Blue Lagoon, Caribbean Princess. Dos Playas, Cancun Plaza/Mexhotel, Costa Real, Miramar Mision, Plaza Las Glorias, Kin Ha, Calinda Viva, Aristos, Flamingo, Villas Tacul, Continental Villas Plaza, Club International. Torre Dorado, Laguna Verde, Beach Palace. Sina Suites, Laguna Real, Porto Real, Arroyos Mazatlan; Hotel De Cima, Hotel Hacienda, Las Palmas, Days Inn, Holiday Inn, Los Sabalos, El Cid, Salamar Inn, Las Flores, El Quijote Inn, Costa De Oro, Ocean Palace, Playa Mazatlan, Pato Blanco Acapulco; El Tropicoan, Days Inn, Calinda Beach Acapulco, Playa Suites, Radisson, Hyatt La Palapa, ACA Sol, South Padre Island; Sunchase Beachfront, Royale Beach & Tennis Club, Bahia Mar, Inverness, Gulfview, Gulfpoint, Radisson, Sheraton, Solida Towers, Six-Pix Condos, Florence Jamaica; Tigress I, II, & III, Blue Castle, Mariners Inn. Mirage Resort, De Buss, BT's Resort, Sandi San, Fossil Prints, Villa Mora/Bungalo; T-Water Resorts Travelers, Negril Beach Club, Beachcomber, Negril Yoga Centre, Moonrise Villas, Silver Sands, Villa La Cage, Negril Tree House, Quality Inn, Doctor's Cave, El Grego.

Travel participants must sign reverse side of this agreement and return to the Student Express office with the initial deposit 11/26/01