

TERMS AND CONDITIONS FOR CHARTER AIR PASSENGERS - SB

Please read and sign this agreement when payment is tendered for your trip, as the Department of Transportation (DOT) requires us to secure a signed agreement prior to transporting any passengers. The U.S. Department of Transportation requires a number of rules and regulations be disclosed to all charter air passengers as outlined below. Vacation Travel, Inc. (VTI), 7535 E. Hampden Ave., Suite 504, Denver, CO 80231 is the charter operator and is responsible to the tour participants for air transportation as set forth herein. Public charter air services are provided by Sun Pacific International, Sun Country, Continental Airlines, American Trans Air, American Intl, Paradise Air, Allegro, Trans World Airways, Ryan Air, UPS, Reno Air, Miami Air, Tower Air, Northwest Airlines, Rich international, Carnival Airlines or Aviasca. Public charters are operated by VI, TransGlobal Vacations, Apple Vacations, FunJet, Omni Air, Vacation Express, Sunquest, Suntrips, STS, Travel Charter and HMF. VTI and the airline reserve the right to substitute any duly licensed air carrier and/or change aircraft type, routing, and do not guarantee single plane on stop service.

PAYMENT AND TERMS

Payment to the charter operator direct or through your campus representative or travel agent is applied to round trip air charter air transportation. Hotel accommodation, ground and other package components will be supplied by the agent noted on the reverse side of this form in accordance with those terms and conditions. All stated prices were correct as of Sept 1, 2000. The price, however, is subject to change and should it be increased, you will be given notice as soon as possible so that you will be aware of any supplementary charge. Supplementary charges of 10% or less of the total price do not allow cancellation without penalty. Any such charge will occur at least 10 days before departure. VTI 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). VTI also reserves the right to re-invoice your reservation should an error be made in computing your price, or for any errors quoted or invoiced by our office. Fuel surcharges or increases in government taxes or fees may be imposed by the airline or government 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.

NOT INCLUDED: All US/Mexico or other foreign and domestic departure taxes and fees. Any items of a personal nature and any items not specifically mentioned as being included. Tipping for baggage handling is NOT included at your originating or return airport or at hotels.

OPERATOR'S OPTION AND CO-TERMINAL CITIES

Operator's Option: Departures for 7 night packages can be Fri., Sat., or Sun. of your chosen weekend. The selection of the actual dates is at the charter operator's option and not a reason for cancellation. VTI reserves the right to use Friday, Saturday, or Sunday departures as necessary. The following are considered co-terminal cities: (Newark, JFK, LaGuardia, Philadelphia), (BWI, Ronald Reagan, Dulles), (O'Hare, Midway), (Indianapolis, Louisville, Cincinnati, Columbus, Cleveland), (Richmond, Raleigh, Norfolk), (Minneapolis, Rochester), (Syracuse, Rochester, NY, Buffalo). Your airport and final trip dates will be assigned no later than 10 days prior to departure.

Flight Delays:

Flight delays are unfortunate, but are an inherent risk in air travel. Flight delays, missed nights accommodations and expenses, such as telephone calls, incurred due to flight delays, and missed connections to/from charter flights are beyond the control and responsibility of VTI. In the event of a charter delay, in addition to DOT regulated compensation, VTI subscribes to the following passenger compensation guidelines:
 Outbound/return total delay of less than 12 hours: No compensation
 Outbound/return total delay between 12-24 hours: \$30 per person credit on future trip
 Outbound/return total delay greater than 24 hours: \$50 per person credit on future trip
 *This charter compensation schedule is non-transferable, valid for one year, and does not apply to weather-related, air traffic control, or security related delays or passengers who do not travel. This is a variable policy in accordance with each airline and no other compensation will be paid or due in accordance with DOT rules and regulations.

ARE MY PAYMENTS PROTECTED?

Yes. The Payments of the Charter Participant are protected in part by a Surety Bond issued by Amwest Surety Insurance Company and Far West Insurance Company, P.O. Box 20694, Tampa, FL 33622. Claims should be filed directly with VTI or if VTI is unavailable, with Amwest Surety Insurance Company and Far West Insurance Company within 60 days after the scheduled completion of the charter. Otherwise, Amwest Surety Insurance Company and Far West Insurance Company and VTI shall be released from any participant liability under the surety bond.

FLIGHT SCHEDULES/CHANGES/CONNECTING FLIGHTS

Flight times are not guaranteed and may affect actual length of time in vacation destination on travel days (not a reason for a refund). This includes hotel changes due to overlapping room inventory. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with the operator's option plan. Therefore, it is the sole responsibility of the tour participant to reconfirm both outbound and return flights. Connecting Flights: Since charter air schedules are subject to change, we are not able to assist you or give a refund of any kind for charter flights missed or lengthy layovers as a result of connecting flights. Passengers are advised to allow ample time (minimum 6 hours, preferably overnight) between the connecting flight and the charter. We regret we cannot be held responsible for missed connections.

ONE FORM REQUIRED FOR EACH PARTICIPANT - PLEASE MAKE COPIES FOR ADDITIONAL PERSONS

Follow these three easy steps to complete your hassle free reservation:

STEP 1: Fill out the information below.

Name of Passenger: _____	
Address: _____	City _____ St. _____
Zip _____	Home Phone #: (____) _____
Booking Number: _____ Destination _____	
Travel Insurance: <input type="checkbox"/> By checking here, I choose to decline travel insurance as offered and understand my risk in doing so.	

STEP 2: If paying by Credit Card, completely fill out the information below.

VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/>	
Credit Card# _____	
Exp. Date _____	Amount to be Charged: \$ _____
Name as it appears on Credit Card: _____	
If paying by credit card, I authorize the following Credit card to be charged for payment as outlined in the above Terms and Conditions. As such, I understand and agree to those terms and expressly waive any rights to credit card charge backs as a means to mediate disputes.	

STEP 3: Sign below and mail to: Student Express, Inc. 7535 E. Hampden Ave. Ste. 504 Denver, CO 80231

Signature of Applicant/Card Holder: _____ Date _____

I have read and agree to the foregoing terms and conditions which serve as an air transportation contract.

Signature of Parent or Guardian (if traveler is under age 18): _____

I have read the above terms and conditions and agree to accept these terms and conditions and accept responsibility for my minor child.

AIR PASSENGER RESPONSIBILITY

It is required that you arrive at the airport at least 2 hours prior to scheduled departure. Flight times shown are not guaranteed and are subject to change without notice. It is, therefore, the responsibility of each participant to reconfirm all flight times quoted. When a customer's ticket, or a portion of the ticket, is lost, stolen or destroyed, the customer will be required to purchase another ticket at the appropriate fare before transportation will be furnished between the points covered by the lost ticket. There will be no refund or replacement for a lost ticket. Each passenger must have proof of citizenship. The following are considered proof of citizenship: Valid US, Canadian, Mexican Passport and/or original or certified copy of Birth Certificate (raised seal, although some states have stamps) plus a valid Government issued picture I.D. Notarized affidavits are NO LONGER ACCEPTED. Children under 18 must have an original or certified copy of birth certificate, and a notarized letter of permission signed by BOTH parents or a "Sole Custody" or "Father Unknown" document. Non-U.S. or Foreign residents of the U.S. must contact the Mexican Consulate and comply fully with their requirements. Failure to possess required documents will result in denied boarding without refund.

VTI'S RESPONSIBILITY

We arrange with airlines and other independent firms to provide you with air transportation services. Although we are the principal and take great care in choosing our suppliers, we do not control them and therefore cannot be responsible for their acts or omissions. The airline and VTI also reserve the right to change aircraft type and to substitute another authorized carrier. No refund will be given for such changes, if VTI or the airline cancels the trip for any other reason, including failure to obtain landing rights from foreign government or the United States, you will receive a full refund. We may refuse to accept or retain any person, as a participant, at any time, whenever, in our sole judgment, conditions warrant, in which case a proportionate refund will be made. VTI will not accept responsibility for additional charges incurred for expenses or lost wages as a result of changes in flight times, and/or missed holiday time. All air transportation is subject to conditions imposed by airlines who may limit their liability by tariffs, contracts and international agreements. The air carrier allows each passenger to bring on the flight 44 pounds of baggage. For INTERNATIONAL flights, the air carrier's liability is limited to the actual value of the baggage but not more than approximately \$9.07 per pound in the case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. For DOMESTIC flights, the liability is limited to \$2500.00 per passenger for both checked and unchecked baggage. Unless we are negligent, we are not responsible for any claims, losses, damage, loss or delay of baggage or other property or delay, inconvenience, loss of enjoyment, upset, disappointment, distress or frustration resulting from (a) the act or omission of any party other than VTI or its employees, (b) mechanical breakdowns, government actions, weather and other factors beyond our control, or (c) cancellation or change for any reason in the services offered (except as provided below). Subject to the rules on major changes as described below, VTI reserves the right to cancel or alter services at its discretion. In the event of change, VTI will try to substitute comparable services; in the event of cancellation, VTI's only liability will be to refund within 14 days, all monies paid; VTI may not cancel a charter less than 10 days before scheduled departure except when it is physically impossible to perform the trip. If this happens, notice will be given as soon as possible but many events before the scheduled departure. A major change is (1) a change in the scheduled departure or return date, (2) a change in the origin or destination city for any flight (other than a change in the order in which cities are visited), or (3) a price increase amounting to more than ten percent. If VTI learns of a major change 10 or more days before departure, we will notify you within seven days, but at least 10 days before departure and otherwise as soon as possible. Within seven days after receiving a pre-departure notice of a major change, but in any event no later than departure, you may cancel, and a full refund will be sent within 14 days thereafter. Upon receiving a post departure notification of major change, you may reject the change, and you will be sent, within 14 days after your scheduled return date, a refund of the portion of your payments allocable to the component not provided. All of your rights and remedies hereunder are additional to other rights you may have under law, but acceptance of any refund hereunder constitutes a waiver of all such other rights and remedies.

INSURANCE

Due to the stringent cancellation restrictions as well as risks generally associated with travel, (i.e. sickness, injury, travel delays, non-coverage health insurance internationally, etc.), we emphatically recommend the purchase of trip health, accident, and cancellation insurance. SEI is not responsible for these occurrences. Your invoice will reflect the addition of \$35 for this optional coverage which you may decline on this contract in the section above your signature. Contact SEI to receive a brochure detailing this coverage.

APPLICABLE LAW:

Participant, by execution of this contract, acknowledges that he/she has caused an event to occur in the State of Colorado and hereby irrevocably consents and confirms exclusive jurisdiction to the courts of Denver County, State of Colorado in the event of any dispute pertaining to this contract or any matter arising therefrom or in connection therewith. By signing the "Terms and Conditions for Charter Air Passengers", participant hereby agrees and accepts the "SEI Terms and Conditions" on the reverse side as part of the entire agreement.
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