



1388 East Walnut Street, Pasadena California 91106 • 800-858-6999 • 626-577-9717 • Fax 626-577-0577
www.TravelGallery.com • www.CruisingHolidays.us



Tara Winds Italy Performance Tour 2008 PROGRAM TERMS & CONDITIONS

Deposits and Payments

- A deposit of \$500.00 per person to secure space on Tour by November 30, 2007
- A second payment of \$1000 is due February 7, 2008
- The final payment of the balance (\$1517 Air & Land, \$ 367 Land Only) is due March 25, 2008

Cancellations - All cancellations must be received in writing, and they are subject to a cancellation fee as follows:

- \$300 per person becomes non-refundable November 30, 2007
- All subsequent payments become nonrefundable as received
- Allow 6 to 8 weeks for processing of refunds.

Changes After Approval - Changes will be subject to a \$30 per revision per itinerary, plus any expenses imposed by suppliers as a result of these changes.

Refunds - Travel Gallery, Inc. will be under no obligation to make any refunds if:

- Clients amend their itineraries after departure.
- Clients do not utilize all services and arrangements or part thereof during the tour.
- Circumstances necessitate alternative arrangements made to ensure the safety and/or further participation and enjoyment of the Tour Program.
- Voluntary cancellations due to political instability, acts of terrorism, government intervention or US State Department warning will be subject to the above fees, provided the program is deemed able to continue. Should the operator elect to cancel this tour for any of these reasons, every effort will be made to obtain refunds from suppliers (e.g. airlines, hotels, cruises), however we cannot provide guarantees on their behalf.

Insurance - Travel Gallery, Inc. cannot be responsible or liable for loss, damage or theft of personal luggage and belongings, nor can we be liable for personal injury, accident or illness. In most foreign countries, insurance coverage of personal injury, accident or illness is not available on the basis of U. S. standards.

The group named above cannot under any circumstances, accept liability for the failure of hotels, agencies or other organizations to provide services reserved for you.

Therefore, we **STRONGLY** urge you to check with your insurance agent or contact "Travel Guard International" (<http://www.travelguard.com/travelinsurance/>) or "CSA Travel Protection" (<http://www.csatravelprotection.com/>) to make sure you are adequately covered for any eventualities, including cancellations for any reason. If you choose to purchase travel insurance through one of these companies please enter our agency code (05672715) when requested in order to ensure that we have a record of your coverage.

INCLUDED: Tour includes meals, housing, transportation and transfers as noted in the itinerary. All entrance fees, driver and guide gratuities and air transportation from home city, airport exit taxes, visa fee for U.S. passport holders.

NOT INCLUDED: Items of personal nature such as laundry, mineral water, beverages and food other than the table d'hote menu.

MEALS ON TOUR: Meals are specified in the itinerary and are based on the hotels or restaurant's buffet or set menu. Voluntary non-usage of meals is non-refundable and non-exchangeable. Persons with food allergies or dietary restrictions must notify us at the time of booking and will be advised if the tour can accommodate the request.

HEALTH REQUIREMENTS: Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs.

Tara Winds Italy Performance Tour 2008

PROGRAM TERMS & CONDITIONS

TRAVELERS WITH DISABILITIES OR UNDER DOCTOR CARE: Tour participants requiring any form of assistance are required to notify us in writing at the time of making their reservation, and must be accompanied by an individual who is responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. Due to space limitations, wheelchairs and walkers cannot be taken aboard motor coaches, but can be stored under the coach, space permitting. Tour participants currently under a doctors care may be required to furnish a letter stating fitness to travel. In the best interest of the group, Travel Gallery, Inc. reserves the right to determine the fitness of participants for this trip. Persons who sustain injury or limitation while on tour, may be excluded from any tour activity by the Travel Gallery, Inc. tour director if it they deem it necessary for the effectiveness of the overall tour or safety of the individual or group.

LAST-MINUTE RESERVATIONS: Bookings received 60 days or less prior to departure will be accepted only on full payment basis plus \$150 last-minute booking fee. If requested services cannot be confirmed, all money will be refunded. If services are confirmed, all applicable cancellation penalties will apply thereafter.

AIRLINES: Airline schedules and flights are subject to change without notice. Travel Gallery, Inc. or their suppliers are not responsible for penalties incurred for tickets not issued by Travel Gallery or their suppliers due to schedule and/or flight changes. Please note that airline security requires all passengers to check in at the airport three hours prior to departure. If you are not utilizing the group air provided with the program, you will be responsible for all changes fees, cancellation fees, mileage ticket change fees, mileage re-deposit fees or expenses of any kind should there be any changes to the dates or arrangements in the tour itinerary for any reason. These fees may be covered by insurance, a call to them would clarify available coverage.

SEAT ASSIGNMENTS: These will be made as a group block as determined by the airline. Those passengers requiring special assistance must notify us at the time of deposit.

LUGGAGE: All exchange/tour packages allow one piece of luggage per person and one carry-on bag. These conditions maybe amended by the airlines at anytime. Excess or oversized luggage may be subject to additional charges by airlines and payable by the individual tour member.

OTHER IMPORTANT INFORMATION: Passport must be valid six months beyond travel. All passengers must obtain the necessary documents—passport, visa(s), vaccination certificate(s)—prior to departure.

VALIDITY: Due to the international currencies involved in this tour, prices are subject to change. Currency rates of exchange are not guaranteed and may change the price of any component of this trip.

CONSUMER DISCLOSURE: Travel Gallery, Inc. shall not be responsible for breach of contract, failure to comply with any laws such as the American's with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of any suppliers which result in any loss, damage, delay, inconvenience or injury to travelers or traveler's companions or group members Travel Gallery, Inc. shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures of difficulties, diseases, local laws, climatic conditions, abnormal conditions or developments, or nay other actions, omissions, or conditions outside the control of Travel Gallery, Inc. By embarking upon his/her travel, the traveler voluntarily assumes all risks as well as possible travel industry bankruptcies and medical and climactic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency. The hotel in Matera is being arranged through Tara Winds local Italian contacts and is subject to conditions and terms which Travel Gallery is not aware of at this point.

CALIFORNIA SELLER OF TRAVEL ACT REQUIRES WE INCLUDE THE FOLLOWING:

Right of California Customer to Make a Claim on the California Travel Consumer Restitution Fund. In the event of Travel Gallery's default, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you were located in California at the time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to Travel Gallery that is due because of Travel Gallery's bankruptcy, insolvency, cessation of operations, or material failure to provide the transportation or travel services sold. The claim must be filed within 60 days (or in some limited circumstances, within one year) after you become aware of your loss.

For a claim form and additional information, write to: Travel Consumer Restitution Corporation PO Box 8474 Northridge, CA. 91327. (Seller of travel number: 1019830-40)

Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to Travel Gallery for services not received by you will be promptly refunded by Travel Gallery to you unless you otherwise advise Travel Gallery in writing.

For non California residents: This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of Travel Gallery's default.