

The tour *Alluring Wonders of South America* entails risks - and rewards - beyond those encountered at home. Renshaw Travel Ltd.'s primary objective is to take the hassle out of a great travel experience. In return, we count on travellers to ensure they are healthy and fit; to read our pre-tour materials about clothing, weather, currency issues and culture-specific etiquette; to appreciate that in South America, local living standards, practices, services and accommodations may differ from those in North America (often in delightful ways); and to understand – indeed relish – the fact that a road less traveled means a more unpredictable and more rewarding adventure!

This tour is intentionally designed to take travellers “off the beaten path” to places where facilities, infrastructure, and safety and other standards may not be sophisticated and may be different from those in the traveller's home country. Please read these terms and conditions carefully. They include important information regarding the tour *Alluring Wonders of South America* operated by Renshaw Travel Ltd.

Renshaw Travel Ltd. is located at 2175 West 4th Avenue, Vancouver, BC, V6K 1N7, Canada. Renshaw Travel Ltd.'s toll free phone number is 1 800 745-7753, the local number is 604 733-1010 and the fax number is 604 669-1010. Renshaw Travel Ltd. is affiliated with IATA under number 61825142.

DEFINITIONS

“Tour” means the organized travel arrangements including but not limited to the following services: land, air or sea transportation, accommodation, dining, guiding and special events (e.g. folklore shows or lectures) as detailed in the brochure named “Alluring Wonders of South America”.

“Traveller” means the person(s) purchasing or accepting this contract or who purchase(s) the tour. The word “traveller” shall include plural and the use of the masculine pronoun “he” shall include the feminine. The word “you” is used as an equivalent of the word “traveller”. The words “your” and “yours” and equivalent to the words “the traveller's”.

“The cost of the tour” means the amount actually received by Renshaw Travel Ltd. for the tour and the tour extension.

“Departure date” means the date of Day 1 of the tour purchased by the traveller

The terms “reservation”, “deposit”, “final payment”, “balance”, “brochure”, “itinerary” “traveller registration form”, “day 1”, “day 21” are always mentioned in relation to the tour (e.g. “Deposit” means “Deposit of the tour”).

“RTL” means Renshaw Travel Ltd.

ELIGIBILITY

The traveller must: a. be medically fit for the tour (refer to the clause *Active elements & fitness level*); b. enjoy travelling as part of a group; c. be ready to experience cultural differences with grace; d. complete a Traveller Registration Form and fax or mail it to RTL no later than the final payment date; e. fax or mail a copy to RTL of the valid passport/s to be used in the tour no later than the final payment date; f. fax or mail to RTL a copy of the Tourist Visa of Brazil 30 days prior to the departure date (applicable to Canadian and American travellers, other citizenships may also require this document); g. have a valid Yellow Fever Certificate (issued 11 days prior to the tour's entrance date to Brazil, RTL will inform this date to the traveller after the payment of the deposit). The traveller is responsible for having in his possession the valid documentation necessary for the tour including but not limited to passport/s, visitor visa/s, flight ticket/s, insurance policy/ies, vaccination certificate/s.. The traveller must join and leave the tour according to the Rendezvous Points specified in the brochure.

DATES

The tour begins on the departure date, with the airport welcome transfer service from the International Airport of Lima (Peru). The tour ends on the date of Day 21 of the itinerary, with the airport farewell transfer service to the International Airport of Rio de Janeiro (Brazil). The traveller must indicate in the Traveller Registration Form the departure date for which he authorizes the deposit that reserves space for his participation in the tour.

RESERVATION AND PAYMENT SCHEDULE

The traveller can reserve space for his participation in the tour without any financial commitment for a period of seven consecutive days, including the day the reservation is made ("courtesy reservation"). The courtesy reservation period may be shortened by RTL without notice. RTL will require a **non refundable** deposit of \$ 750.00 Canadian Dollars per traveller to secure his participation in the tour, before the courtesy reservation expires. The balance of the cost of the tour is due 120 days prior to the departure date. If the reservation is made within 119 days of the departure date the total cost of the tour must be paid at the time of reservation. Promotional materials related to the tour express the cost of the tour American Dollars as an estimated reference only. All payments are processed in Canadian Dollars.

CANCELLATION POLICY

If the traveller decides to cancel his participation in the tour he must clearly communicate such decision to RTL by fax at +1 (604) 669-1010 (ref: Tour Cancellation, Alluring Wonders of South America). The tour cancellation request will not be accepted by e-mail. The date this fax is received will be the date considered to identify the penalty to apply (column "Cancellation request reception date" below).

<u>Cancellation request reception date</u>	<u>Penalty</u>
120 days or more prior to the departure date	The deposit is non refundable
119 – 60 days prior to the departure date	50 % of the total cost of the tour is non refundable
59 days prior to the departure date	100 % of the total cost of the tour is non refundable

RTL may cancel the tour if less than ten travellers reserve the tour (excepting cases of force majeure, which could include any major world event that adversely affects international travel patterns and other circumstances beyond RTL's control). In such event, RTL will notify the travellers no later than four months prior to the departure date and RTL will offer one of the following options: modify the services of the tour to accommodate a smaller number of travellers or offer an alternative tour. Should no alternative be suitable, RTL will offer a full refund of all monies paid by the traveller but will not offer any additional compensation.

Cancellation penalties for extra services: pre/post tour accommodation and other services purchased in conjunction with the tour are subject to the cancellation policy of the tour.

REFUND POLICY

Refunds are not made for any missed services, except for verifiable extenuating circumstances. Refer to the clause *Responsibility*. For verifiable claims to be considered, they must be received in writing within thirty days of the termination of the tour and be accompanied by supporting documentation and/or a statement from the Operating Company verifying the claim. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals. RTL will not accept any liability for any claims that are not received within thirty days of the termination of the tour. All claims for days missed while travelling should be made in writing within thirty days of the termination of the tour. All applicable refunds will be made to the traveller through RTL. Refunds will be processed with the form of payment that was used to collect the payment to be refunded. Any enquiries about refunds must be made to RTL by the traveller.

PRICES AND ARRANGEMENTS

The prices quoted for the tour include planning, handling and operational charges, and are based on current rates of exchange, tariffs and taxes as of November 2005. RTL reserves the right to increase tour prices to cover increased costs, tariffs and taxes received after prices are published, and to reflect fluctuations in foreign exchange markets. RTL is under no obligation to give breakdown costs involved in the tour. RTL also reserves the right to withdraw any part of the tour to make such alterations in the itinerary or with the tour inclusions as it deems necessary or desirable and to pass on to the traveller any expenditures or losses caused by delays or events beyond RTL's control. RTL reserves the right to marginally exceed the published maximum number of travellers in the tour.

FLIGHT ARRANGEMENTS

The cost of the tour does not include flight arrangements to/from the tour. Sample flight arrangement prices may be offered by RTL to the traveller, subject to RTL's General Terms and Conditions, and reservations will be confirmed once the Traveller Registration Form is received by RTL. RTL recommends that you arrive a day or two before the departure date to allow time to relax and refresh after your flight journey and to prepare for the tour. RTL has special negotiated accommodation rates in Lima, Peru. Please ask for details at time of reservation. RTL recommends departing early from North American gateways in the winter months, due to possible flight disruptions and cancellations caused by inclement weather.

ITINERARY CHANGES

RTL reserves the right at its sole option and discretion -without liability for damages, or refund of any kind- to deviate from the tour's advertised or ordinary itinerary or route, to delay, advance or cancel any tour activity, to omit or change destinations, to arrange for substantially equivalent transportation by other means of transportation, to cause the traveller to leave a mean of transportation temporarily or permanently, or to perform any similar act which, in its sole judgment and discretion, is justified due to unforeseen circumstances or circumstances beyond RTL's control. Every effort will be made to operate the tour as planned, but alterations may occur after the final itinerary has been issued.

SPECIAL REQUESTS

Smoking/non-smoking, adjacent or connecting rooms and special dietary needs should be advised at time of the reservation. Please note that RTL will make every effort to secure your special request; however, these requests cannot be guaranteed.

ACTIVE ELEMENTS & FITNESS LEVEL

RTL has intentionally incorporated some active elements into the itinerary. To enjoy the tour as intended, a minimum level of fitness is required. Required level would be equivalent to what is obtained by routine daily exercise such as golf, jogging, energetic walking, tennis, etc. Activities during the tour could include (but are not limited to) walking, off road walking, walking on uneven steep cobbled streets, climbing stairs, hiking, activities taking place in high altitude, off-road mountainous driving and navigating uneven terrain. You represent and warrant that you are physically and otherwise fit to travel. RTL, therefore, will require notice if you have any physical or other condition or disability that could create a hazard to you or to other travellers. If the minimum level of fitness is not met for the tour, RTL reserves the right to decline to accept any traveller on the tour. RTL also reserves the right to remove from the tour, at the traveller's own expense, any traveller whose condition is such that it could create a hazard to himself or others, or otherwise impact the enjoyment of other travellers in the tour. Should you have any questions or need any clarification about this specific tour please ask for details at time of booking.

SECURITY AND INDEMNIFICATION

The traveller represents and warrants that he will, at all times, comply with the tour's rules and regulations, and orders and directions of RTL; that his conduct will not impair the safety of the tour's means of transportation, accommodation, dining venues, guides, visited sites or inconvenience another traveller. RTL without liability at any time may refuse to accept the traveller at any city or place, or transfer the traveller to other means of transportation, because of health or physical condition, mental disorder, failure to abide by tour regulations, failure to be in possession of necessary documentation (e.g. passport, visitor visa, vaccination certificate), or other causes rendering the traveller unfit to travel.

If the traveller is refused passage or leaves the tour prior to the end of the tour for any of the reasons described in this clause or for other reasons including but not limited to personal, medical, or business reasons, RTL will not be required to refund any portion of the cost of the tour, or to be responsible for any of the traveller's costs.

If the traveller has any physical challenge, including the need of a wheelchair or using service animals, the traveller must notify RTL at the time of the reservation and provide essential details in the Traveller Registration Form. RTL strongly recommends that a traveller that needs a wheelchair travel with someone who is able to assist him; RTL can arrange assistance services at an additional cost if they are requested no later than the date of the final payment of the tour. A traveller that requires a wheelchair or a walker must bring his own wheelchair to the tour unless otherwise arranged by RTL.

The traveller is subject to a reasonable search of his person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of RTL, impair the safety of the tour, be illegal or inconvenience other traveller. The traveller shall indemnify RTL for all penalties, fines, charges, losses or expenses incurred or imposed upon RTL by virtue of an act or violation of law by the traveller. The traveller is not allowed to solicit for commercial purposes a traveller or others in the tour, or advertise goods or services without the prior written permission of RTL.

RESPONSIBILITY

Renshaw Travel Ltd., its employees, directors, successors, agents and assigns, do not own or operate any entity which is to or does provide goods or services for the traveller's tour. RTL purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result RTL is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, RTL is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to, risks of kayaking and rafting (for example, dangers of rapidly moving water, rocks and other submerged objects, hypothermia, etc.), horseback riding (for example, unpredictable behavior by the horses, being spooked, etc.), hiking, walking safaris (for example, equipment failures, ice or other trail obstructions), and in all trips dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Passenger assumes all such risks with regard to these possibilities.

THE TOUR INCLUDES THE FOLLOWING:

Travel Experience Director

Individual traveller concierge services and travel coordination services of South America Specialist Santiago Nemirovsky or a designated employee or representative of RTL in all matters pertaining to the operation of the tour. If a minimum number of travellers is not reached, RTL may provide local guides in each location, in place of a RTL Travel Experience Director. Please refer to the clause *Cancellation Policy*.

Accommodation

As specified in the itinerary or equivalent on the basis of two travellers sharing the same room. Air-conditioning in every hotel except where this service not available. There is an additional cost for securing a room for an individual traveller (refer to the brochure). RTL reserves the right to substitute the hotels named in the itinerary for equivalent ones when necessary under any circumstance and for any reason.

Meals and beverages

Meals will be served as specified in the itinerary, at reasonable dining times. A buffet breakfast is always included during the tour. In places where à la carte meals are not available or practical for the operation of the tour, table d'hôte or buffet meals will be served. Exceptions may apply to meals included during sightseeing, transfers, special events and/or flights. Caviar and Pâte de Fois (and their equivalent denominations in English or any other language) and their imitations may be listed in the menu of a meal served à la carte but their cost is not included in the cost of the tour, they can be ordered and paid for separately by the traveller. Premium destination brands of bottled water, soft drinks, fruit juices, wines and beers are essential for a memorable culinary and travel experience and are part of every included meal. In meals served a la carte, the Travel Experience Director will select a premium white wine and a red wine. In meals served on a dine-around basis, the wine selection may be limited to a certain vintage year or brand. Dessert wines and sparkling wines are not included in the cost of the tour. North American and European premium brands of sweet and savory snacks will be available during most sightseeing activities and land transfers at no additional cost.

Fully guided sightseeing services

With one or more English speaking senior local specialists or event hosts as specified in the itinerary. Admission fees, photography/videotaping permit fees and educational materials (when available) for the places visited are included. A selection of individual bottled water, soft drinks, fruit juices, and sweet and savory snacks will be served during most included sightseeing activities and land transfers.

Transportation services

Routing as specified in the itinerary (also refer to the clause *Itinerary changes*), in more detail as follows:

- Domestic and international scheduled flights on IATA affiliated carriers, in Economy Class (fully eligible for mileage accrual)
- Private deluxe bus or minibus with air-conditioning and panoramic windows, throughout the tour
- Private deluxe vehicle with air-conditioning for customized sightseeing in Buenos Aires (Argentina)
- Round-trip Vistadome First Class train ride between Cuzco and Machu Pichu
- Shared means of transportation to access or visit public attractions (e.g. cog railway, helicopter, gondola)

Airport transfer services

- Private welcome and farewell airport transfers on Day 1 and Day 21 of the itinerary respectively
- Both transfers are regardless of the date and time of your flight arrangements
- Both transfers are in a deluxe vehicle with air conditioning
- Both transfers may be shared with other travellers arriving or departing at similar times

Amenities

- Locally printed English newspaper or electronic news digest daily, subject to availability (one per booking)
- Individual hot/cool towel service during most sightseeing activities and transfers included in the tour
- Unlimited download and CD burning service (CDs included) for digital camera holders

Gratuities

Gratuities are neither required nor expected. Gratuities are included for hotel staff (housekeeping, front desk), dining staff (waiters, sommeliers, maitre d'hotel), drivers, local specialists, event hosts. Gratuities are not included for the Travel Experience Director which are at the traveller's discretion and should be based on the level of satisfaction received. Gratuities on extension programs purchased in conjunction with the tour are not included and are at the discretion of the traveller. Guidelines for each area visited will be provided in the tour's pre-departure documentation.

Baggage handling

This service is included everywhere where it is available. The baggage handling services may not be available in airport restricted areas and will be offered as soon as regulations allow it.

UNLESS OTHERWISE NOTED IN THE ITINERARY, THE TOUR DOES NOT INCLUDE THE FOLLOWING:

Cost of obtaining passports and visitor visas; Chile's Consular Reciprocity Fee; Brazil's Tourist Visa Consular Fee; airport departure taxes; expenses on Canada's and/or United States' mainland or during airport transit/s or stopover/s; laundry services; in-room mini-bar service; batteries, chargers and battery charge service; films, memory cards, picture developing services and other imaging-related services; alcoholic beverages, unless otherwise indicated; and all items of personal nature. Also, the tour does not include the following: wheelchair rental/purchase nor any item designed for walking assistance; items not on regular menus; direct or indirect expenses related to guides, transportation, accommodation and dining for activities not included in the tour; excessive baggage weight charges for the flights included in the tour; travel insurance including but not limited to trip cancellation insurance, trip interruption insurance, medical emergency insurance, flight and travel accident insurance, baggage damage, loss or delay insurance; also tipping for any personal services, and other items not mentioned as being included in the tour. Gratuities are not included for the Travel Experience Director which are at the traveller's discretion and should be based on the level of satisfaction received.

LUGGAGE ALLOWANCE

The cost of your tour includes the handling of two pieces of baggage per traveller. LAN Airlines' luggage allowance policy determines the checked luggage weight allowance for the entire tour: One piece per traveller, with a maximum weight of 25 kilograms or 55 pounds. The carry-on weight allowance is one piece of 10 kilograms or 22 pounds plus a personal item such as a coat. Please check with your international carrier for other luggage weight allowances applicable to your international flights.

The traveller is the only responsible for the cost of his luggage weight excess. For operation efficiency purposes, RTL will pay any luggage excess weight charges at the time of airport check-in and will bill the traveller accordingly at a later time. Baggage and personal effects are at owner's risk throughout the tour. Air carrier liability for the traveller's baggage is subject to the passenger contract of each flight included in the tour. Baggage loss, damage and/or delay insurance is strongly recommended.

Each piece of your baggage must be securely packed and distinctly labeled with your full name and contact information including complete address, area code and phone number, and e-mail address. In addition, RTL's luggage tag containing the Travel Experience Director's mobile contact information must be attached to each piece that participates in the tour's baggage handling service. Under no circumstances may dangerous articles such as liquid oxygen, combustible substances or illegal substances be carried along the tour. Any such items shall be surrendered to RTL and may be disposed of at the sole discretion of RTL. Pets and other animals, except for service animals, are not allowed during the tour.

Unlocked baggage, breakable items, gifts, valuables - including but not limited to money, credit/debit cards, traveller cheques, jewelry and/or watches - and documentation - including but not limited to passports, vouchers and/or transportation tickets - must be hand-carried by the traveller, are the full responsibility of the traveller at all times, and must not be considered as checked luggage. RTL is not responsible for the loss of or damage to such items.

For convenience and comfort, the hotels included in your tour provide an in-room personal safe, explain the traveller how to lock it and unlock it and encourage him to use it for valuables. RTL is not liable for loss of or damage to items left inside this device.

The total value of the luggage, valuables and other personal belongings of the traveller will not be deemed to exceed the amount of \$ 200.00 Canadian Dollars per traveller and RTL's liability, if any, for loss/theft of or damage to such belongings is limited to a maximum of \$ 200.00 Canadian Dollars per traveller. Personal belongings lost while unattended - at any of the places visited by the tour or elsewhere - and losses due to ordinary wear and tear and other acts-of-God are neither reimbursable nor replaceable.

VERY IMPORTANT INFORMATION: BRAZIL'S TOURIST VISA & CHILE'S CONSULAR RECIPROCIDY FEE

The government of Brazil does require Canadian and American passport holders to be in possession of a valid Tourist Visa to visit Brazil. European Union countries and other citizenships are exempt and you may consider travelling with more than one passport if you have any (please consult with RTL on how to use multiple passports for the tour). Brazil's Tourist Visa **cannot** be processed during the tour or at the border checkpoint and must be processed no earlier than 90 days prior to the entrance date to Brazil. Brazil's Consulates charge a Consular Fee of CAD\$ 72/US\$ 100 per Canadian/American passport holder application. Renshaw Travel Ltd. provides information and assistance on how to obtain Brazil's Tourist Visa but it is not responsible under any circumstance of processing, approving nor delivering such document. The government of Chile does not require Canadian and American passport holders to be in possession of a Tourist Visa; instead, it charges a Consular Reciprocity Fee of US\$ 45/100 per Canadian/American passport holder, to be paid in cash at the International Airport of Santiago (Chile) before clearing immigration. The costs directly or indirectly associated with obtaining Brazil's Tourist Visa and Chile's Consular Reciprocity Fee are not included in the cost of the tour.

TRAVEL INSURANCE

In South America, insurance coverage of personal injury, accident or illness is not available on the basis of Canadian and/or American standards. RTL has insurance-licensed agents to explain and offer a variety of insurance coverage that includes but is not limited to "Trip Cancellation and Interruption Insurance", "Medical Emergency Insurance", "Evacuation Insurance", "Baggage Loss, Damage and/or Delay Insurance", "Travel Accident Insurance" and "Flight Accident Insurance" to the traveller. Travel insurance purchased by the traveller in conjunction with the tour, is subject to the terms and conditions of the purchased travel insurance policy.

HEALTH CARE AND WELLBEING

Personal health care and wellbeing are essential issues when travelling beyond Canada or the United States. You must be in possession of a valid Yellow Fever Certificate ten days before the departure date. An anti-malarial prevention treatment is strongly recommended for the traveller that purchases travel arrangements in conjunction with the tour that include an area declared malaria endemic by the World Health Organization (e.g. the Amazon Jungle or Bolivia). The tour includes destinations located in areas of high altitude and temperature fluctuation. RTL recommends that you contact your family doctor, local travel clinic, local health department, Health Canada (www.hc-sc.gc.ca) or the Center for Disease Control (United States, www.cdc.gov) and mention the tour to them if you have any health-related questions, doubts or concerns. RTL also recommends that you have a thorough medical examination at least three months prior to the departure date.

SMOKING POLICY

- Smoking is not allowed during sightseeing activities, events and transfers on any mean of transportation, with no exceptions. During land transfers, comfort stops will be scheduled for smoker's convenience.
- Meals may be served in a partial smoking environment however, smoking is not allowed at the tour's designated table/s or within a distance of 60 meters (180 feet)
- All levels of government smoking regulations override the tour's smoking policy in public areas such as airports, museums and similar venues.

PHOTOGRAPHY

RTL reserves the right to take photographs during the operation of the tour or part thereof and to use them for promotional purposes. By booking the tour with RTL, you agree to allow your images to be used in such photographs. The traveller that prefers that his images not be used please indicate so to the Travel Experience Director at the beginning of the tour.

TRAVEL ADVISORIES AND WARNINGS

It is your responsibility to become informed about the most current travel advisories and warnings by referring to the Foreign Affairs Canada website at www.voyage.gc.ca or by phone at 1 800 267-6788; or to the United States Department of States website at www.state.gov or by phone at 1 888 407-4747.

ARBITRATION AGREEMENT

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to the brochure, or any information relating in any way to the tour, or to the tour itself, shall be settled solely and exclusively by binding arbitration in British Columbia, in accordance with the rules of the British Columbia International Commercial Arbitration Centre then existent.

ACCEPTANCE OF TERMS AND CONDITIONS

The authorization for processing the deposit of the tour constitutes the traveller's acceptance of the Terms and Conditions set out herein.