

# General Conditions of SunTrips Charter Program - Hawaii

**1. Operator/Tour Participant Agreement** This agreement sets forth the terms and conditions pursuant to which SunTrips, Inc., located at **2350 Paragon Drive, San Jose, CA 95131, (408) 432-0700**, in return for full payment by the participant(s) of the amount specified as the tour price (see invoice), agrees to provide the services as described in the SunTrips brochure. SunTrips Inc. accepts deposit for the requested travel services described herein and in SunTrips Inc. brochure with express understanding that participant has been more than reasonably informed of and agrees with all the terms and conditions outlined herein and participant tenders deposit as directed only after having received such advice and information from either SunTrips or the participant's agent. **Passengers must submit a completed, signed Charter Participation Form with initial payment.**

**2. Air Transportation** Via North American Airlines (B-757). SunTrips reserves the right to substitute any air carrier which the D.O.T. has certified or conferred a permit upon, and/or to change the form of air transportation from charter to scheduled air, without prior notice. Flight times are not guaranteed, form no part of this contract, and are subject to change without notice. It is therefore the responsibility of each participant to reconfirm all flight times quoted. SunTrips is not responsible for misconnections due to delay or rescheduling of flight times.

**3. Baggage** SunTrips or its agents shall not be responsible for delay, loss or damage to participants' baggage. The airlines limit their liability for loss of or damage to personal baggage. Such liability shall be limited to the actual value of such baggage, but shall not exceed \$2,500 per passenger for both checked and un-checked baggage on U.S. domestic flights. 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 of checked baggage up to \$400 per person. Additional valuation baggage insurance is the passenger's responsibility, and coverage should be purchased directly through each individual's insurer. Carriers accept no liability for soft-sided baggage. Baggage is limited to two (2) pieces per person, total weight not to exceed 70 lbs for check-in and one (1) hand carry per person. Without immediate notification upon arrival at your destination, the air carrier may not accept liability for delay, damage or loss of baggage. For details on the air carrier's baggage limitations, please read "SunTrips Inc. Things to Know Before You Go" pamphlet. Passengers must file any claim with the air carriers' representative before leaving the airport, or claim will be denied.

**4. Prices** All rates herein are based on current tariffs, subject to change. See SunTrips Inc. "Package Rates Include" for details on included features. A SunTrips air ticket is valid for travel on the date(s) indicated on the ticket. If the passenger does not travel on the date(s) indicated on the air ticket, it is valid from the date the ticket was issued until six months from the originally scheduled travel date(s) shown on the ticket, subject to space availability and payment of applicable date change stand by fare. Travel must take place within the duration of the program. Due to the fluctuating cost of aviation fuel, SunTrips reserves the right to impose a "fuel surcharge" to the cost of your trip if and when necessary.

**5. Travel Insurance** SunTrips Inc. offers and recommends an optional **Travel Protection Plan** that provides price guarantee, change protection, a cancellation waiver and trip interruption insurance. A brief description is in this brochure. For complete details, call SunTrips Inc. to request the description of coverage booklet that comes with your travel documents when the Travel Protection Plan is purchased.

**6. Reservations** Upon receipt of your Invoice Confirmation, please verify all information for accuracy. Notify SunTrips' Inc. Reservations Department, by telephone during business hours, of all corrections. All corrections must be made before payment is received otherwise invoice confirmation is assumed correct and applicable change/cancel fees will apply. Please note that we reserve the right to reinvoice you in case of an error made in computing your price.

**7. Payments** for individual reservations. All payments should be mailed care of **SunTrips Inc., 2350 Paragon Drive, San Jose, CA 95131, and made payable to National City Bank/SunTrips Escrow Account.** A travel agency check may be called in to confirm a reservation. However, documents will not be issued until payment is received. **IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION ALL FUNDS ARE DEPOSITED INTO A FEDERALLY INSURED BANK ESCROW ACCOUNT.**

**PAYMENT SCHEDULE FOR RESERVATIONS BOOKED:**

45 days or more before departure . . . . .	\$100 Per Person deposit.
	Final payment at least 45 days prior to departure.
44 days or less before departure . . . . .	Full payment required

Refer to Invoice Confirmation for applicable payment due dates. Travel agency checks, personal checks (restrictions apply), cashier's checks, American Express, Discover Card, Visa or Mastercard are accepted forms of payment. **Make check(s) payable to National City Bank/SunTrips Escrow Account** or to your travel agent who in turn makes check(s) payable as described. All payments must clear the purchasing agent's/client's bank account for the reservation to be considered valid. Failure to comply with the payment policy as outlined will result in automatic cancellation of the reservation.

**8. Surety Trust Agreement** Your payments are protected in part by a Surety Trust Agreement by and between National City Bank of Michigan/Illinois and SunTrips Inc. in favor of the Charter Participants. Claims should be filed directly with SunTrips Inc., or if they are unavailable, with National City Bank. Attn: Travel Services Division, 3331 West Big Beaver Rd., Suite 200, Troy, MI 48084-2814 within 60 days after completion of the trip. Otherwise the Bank and SunTrips Inc. shall be released from all liability to you under this Surety Trust Agreement.

**9. Cancellations** (Individual reservations, other than certain holiday and promotional fare bookings) ALL TOUR PARTICIPANTS HAVE A RIGHT TO CANCEL WITH FEES AS OUTLINED BELOW: The reservation must be cancelled by the booking source, by telephone during business hours, to SunTrips' Inc. Reservations Department. Date of cancellation is the date that SunTrips Inc. receives the verbal notification.

**PER PERSON CANCELLATION FEE IF NOTICE IS RECEIVED:**

35 days or more before departure . . . . .	\$50 PER PERSON
34-8 days before departure . . . . .	\$200 PER PERSON
7 days before departure (excluding day of departure) . . . . .	\$300 PER PERSON, plus additional hotel/condo charges
DAY OF DEPARTURE (No-Shows) . . . . .	NO REFUND

Cancellation fees for special promotional fares, and holiday travel dates vary from those listed above. Please call SunTrips' Inc. Reservations Department for these cancel fees. Any cancellations incurring additional fees charged by hotels, or any other tour component vendors will apply in addition to the fees listed. Cancellation charges caused by accident or illness to tour participant does not constitute waiver of applicable fees.

**10. Refund Policy** (Individual reservations) All requests for refunds due to cancellations must be made in writing by CERTIFIED, RETURN RECEIPT MAIL or TELEGRAPHIC NOTICE to **SunTrips Inc. at 2350 Paragon Dr., San Jose, CA 95131.** Refund will not be processed if written request, along with unused tickets and other negotiable documents, are not received within 60 days of your originally scheduled SunTrips return flight. Also, refund will not exceed the actual amount paid by participant. No refund will be made for features the participant opts not to use. Once travel begins, any change made by a participant is the responsibility of the participant and any refund for unused features voluntarily not used by the passenger is subject to prior reimbursement by the supplier to the Operator. SunTrips prefers you book through travel agents and all communications prior to your departure, including payment and refund transactions, will be via your travel agent.

**11. Changes** (Individual reservations, other than holiday or promotional fare bookings) All changes must be made, by the booking source, by telephone during business hours, to SunTrips' Reservations Department. There will be a \$35 fee (per booking, not per person) for any changes made before documents are issued. There will be a \$100 per booking fee for any changes made after the documents are issued.

Changes within seven days of the originating departure date will incur a fee of \$100 per booking plus applicable hotel/condo charges.

Confirmed date changes departing earlier than originally scheduled will be treated as a regular change and normal change fees apply.

Confirmed date changes departing later than originally scheduled will be treated as a cancellation and regular cancellation fees will apply.

Passengers may stand by at the airport on the day they want to travel subject to space availability and current SunTrips flight schedule and pay the applicable Date Change Standby Fare. Passengers are solely responsible for contacting hotel/condo, car rental or transfer company to advise of date change, make alternate plans and pay any additional charges directly to the vendor(s).

Airport date change stand by travel is subject to ticket validity, see Section 4.

**12. Limitations** SunTrips Inc. reserves the right to decline, reject, or retain any member as a participant on these flights at any time. The air carrier and SunTrips Inc. reserve the right to substitute airlines and/or operational airports (within the same departure, return and/or destination cities) without penalty. The hotel/condominium and ground operator vendors used by SunTrips Inc. reserve the right to substitute accommodations and transportation in special circumstances of similar or better quality without penalty. SunTrips Inc. also reserves the right to substitute accommodations of similar or better quality (of the accommodations currently listed in this brochure). SunTrips will not be responsible or liable if any of the services, features or facilities described in this brochure cease to be available.

**13. Major Changes** Constitutes changes in the departure or return date, departure or destination city, a substitution of a hotel not named in this brochure, and/or a price increase exceeding 10% of the charter trip price occurring 10 or more days before departure; whereby SunTrips shall notify participant(s) within 7 days after first knowing of such change, but in any event at least 10 days before scheduled departure. If SunTrips first knows of a major change less than 10 days before the scheduled departure, SunTrips will advise participant(s) as soon as possible. **Within 7 days of receiving a predeparture notification of a major change, but in no event later than departure, the participant(s) may cancel and receive full refund within 14 days. Upon a post-departure notification of a major change, participant(s) may reject such major change and, within 14 days after the scheduled return date, be refunded the portion of payments allocable to the service(s) not received. SunTrips may not cancel the charter less than 10 days before the scheduled departure, except for circumstances that make it physically impossible to perform the charter trip.** If the charter is cancelled 10 or more days before the scheduled departure by SunTrips Inc. or the airline, SunTrips Inc. will notify the participant(s) in writing within 7 days of date of cancellation but in any event not less than 10 days before the scheduled departure. If the charter trip is cancelled less than 10 days before departure for circumstances that make it physically impossible to perform the charter trip, SunTrips Inc. will notify the participant(s) as soon as possible. If the charter trip is cancelled, a full refund will be made to the participant(s) within 14 days after cancellation. Acceptance of a refund constitutes a waiver of any and all further claims by participant(s) upon SunTrips Inc. The rights and remedies made available under this agreement are in addition to any other rights and remedies available under applicable law. SunTrips Inc. however, offers refunds with the express understanding that the acceptance of such refund by a participant waives such additional remedies.

**14. Responsibility** As the principal tour operator, SunTrips Inc. is responsible to the participants for all services and accommodations offered in connection with the charter. SunTrips Inc. arranges with airlines, hotels, condominiums and ground operators to provide goods and services. We do not manage or control any transportation vehicle (including but not limited to aircraft or trains), hotel, resort, restaurant, or other supplier of products or services and we are not responsible or liable for such parties' actions or omissions

for any reason. Since SunTrips Inc. does not own or operate any of the firms which provide the goods and services for the trip, or any of the options which may be available in connection with the trip, and since SunTrips Inc. has not priced the trip or option to allow SunTrips Inc. to guarantee acceptable performance by those firms, each participant agrees not to hold SunTrips Inc. liable, in the absence of its own negligence, for any loss, any act of omission, whether negligent or otherwise, of any person or firm which is to, or does, provide goods or services for the trip or shall have no liability to the participant for the quality of services at and the condition or cleanliness of accommodations or for any transportation delay, including but not limited to liability for inconvenience, shortened vacation time, additional expense, or any other kind of damage. SunTrips Inc. and its parent, subsidiaries, and affiliates will also not be responsible for any harm or claims resulting directly or indirectly from government actions, weather, mechanical breakdowns, acts of God, or other circumstances beyond their control; the failure to follow instructions, including but not limited to check-in and check-out times and baggage handling. In the event of a delay, it is the responsibility of the airline to determine exactly what procedure will be followed. Also, inappropriate behavior such as public disturbances or inebriation may jeopardize your safety as well as the safety of others. Such conduct may result in being removed from where the incidence occurred or being denied boarding of the aircraft and may be in violation of local laws. SunTrips Inc. shall not be held responsible for the policy chosen by the carrier.

**15. Activities of Participants** Participant may engage in various activities including, but not limited to, swimming, watersports, horseback riding, car rental traveling and otherwise ("activities") and participant is hereby notified that these activities may be dangerous and participation in such activities may result in serious injury to participant and that participation in these activities by participant shall be at participant's own risk and SunTrips Inc. shall not be liable for any injuries sustained by participant which arise out of, or concern participant's engaging in such activities.

**16. International Flights** The operation of these public charter flights is subject to the foreign governments involved granting landing rights for the flight. If the carriers cannot obtain the rights, the flight will be cancelled and a full refund will be made to you automatically.

**17. Immigration Requirements** All passengers traveling to international destinations are required to have the necessary immigration paperwork for that destination. SunTrips Inc. provides all participants and participant's agents information on travel documentation requirements in the applicable destination brochure, at time of booking and with final documents. All travel document requirements are subject to change by the foreign and U.S. governments without prior notice. Failure to comply with these requirements will result in denied boarding without compensation. It is the passenger's responsibility to be in possession all required international travel documentation.

**18. Photo Identification Required for Domestic Travel** All passengers 18 years and above are required to present a valid government issued photo identification upon check in. Minors (17 years and under) traveling with parents may be asked to present photo identification.

**19. Unaccompanied Minors** Acceptance of unaccompanied minors are subject to each airline's requirements. Please check with your travel agent or call SunTrips Inc. Reservation Department.

**20. California Seller of Travel Law** SunTrips, Inc. is a participant in the Travel Consumer Restitution Fund. Our seller of Travel registration number is CST# 1011871-40. Registration as a seller of travel does not constitute approval by the State of California.

**21. Commercial Airline Travel** For travel on SunTrips program flying on a commercial scheduled air carrier, SunTrips, Inc. is a participant of the National City Bank of Michigan/Illinois Travel Funds Protection Plan. If SunTrips Inc, (SunTrips) is providing air transportation on a scheduled air carrier as a part of the tour package, National City Bank of Michigan/Illinois ("NCB") will pay the air carrier for your tickets in advance of your scheduled departure date in accordance with the instructions of SunTrips. After your scheduled return date according to NCB's records (and after SunTrips should have rendered the services to you), NCB will deliver the remaining funds to SunTrips, and/or providers of travel services. In the unlikely event that the air carrier or SunTrips defaults or ceases to operate, your travel agent (or, if your travel agent is not available,) you must file a refund claim with NCB for that portion of funds which are still in the escrow account. Your claim must be filed as soon as possible but no later than 2 days after your scheduled return date. All Claims for refunds under the Plan should be submitted to:

National City Bank of Michigan/Illinois  
Travel Industry Financial Services, Dept. TFPP  
3331 W. Big Beaver Road  
Troy, MI 48084-2814

**22. Travel Consumer Restitution Corporation** SunTrips, Inc. is a participant in the Travel Consumer Restitution Corporation (TCRC). You may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by SunTrips, Inc. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to SunTrips, Inc., not to exceed \$15,000. A claim must be submitted to the TCRC within six months after the scheduled completion date of travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against SunTrips, Inc. for matters arising out of a sale for which you file a claim with TCRC, if you were located in California at the time of the sale. For a claim form and additional information, write to: Travel Consumer Restitution Corporation

P.O. Box 6001  
Larkspur, CA 94977-6001  
or fax a request to (415) 927-7698

**NOTE:** For passengers located outside California, 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 a default by SunTrips, Inc.

**23. Complaints** Should you have a complaint while on vacation, please notify our representative who will make every effort to help you. If the matter cannot be settled on the spot, you must write to our Customer Care Department within 60 days of the completion of your trip. Faxed complaints will not be processed. The few complaints we receive are normally resolved by amicable settlement. If, however, we cannot agree, you are entitled to take the complaint to the legal authorities. We reserve the right to give any compensation in the form of vacation voucher, cash or credit card credit.

**24. Hotel Information** Hotel services and amenities listed here are subject to change without notice at the discretion of the hotel. Hotel photos are representative only. At time of printing, all property features and facilities were available, but are subject to change without notice.

**25. Physical Disabilities** Any or all physical disability with special requirements must be advised to SunTrips Inc. at time reservation is made. Any passenger requiring special assistance should be accompanied by a responsible adult fully capable of assisting the passenger. Please be aware that many hotels, activities, transportation and events do not have facilities for accommodating physically disabled passengers.

For more information call 1-800-SUNTRIPS.

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## SUNTRIPS INC. CHARTER PARTICIPANT FORM

This form must be signed and sent with initial payment.

Passenger Name (Last, First)		
Address		Phone ( )
Passenger Name (Last, First)		
Address		Phone ( )
Departure Date	Return Date	Hotel
Confirmation #	Amount Submitted \$	

An optional **Travel Protection Plan** that provides price guarantee, change protection, a cancellation waiver and trip cancellation insurance is available. A brief description is in this brochure. If you need additional information about this plan, please ask your travel agent or check here \_\_\_\_\_ to receive details directly from SunTrips, Inc.

I (we) have read and agree to the terms and conditions contained in the "General Conditions" section of the SunTrips Inc. brochure and all of its provisions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_