

South Mountain Standard Terms and Conditions

Pricing

Stated pricing includes in-country expenses in Asia including ground, water, and air transportation, accommodations, transfers, sightseeing, meals as described, guide service, and luggage transport of one piece of luggage weighing not more than 20 kilograms (44 pounds). Int'l air transport not included unless so specified. Not included are gratuities, visa fees, travel insurance, personal expenses such as laundry, postage, communications, and beverages that are not listed as included.

Reservations and Payments

Reservations are made by submitting a completed reservation form plus a deposit of US\$250.00 by check or money order. Final and complete payment is due 60 days prior to tour departure. Within 60 days of departure full payment is due when reservation is made. Note that payment requirements may be altered to comply with airline ticket booking requirements. Bookings made within 14 days of scheduled departure incur a \$100.00 rush fee per passenger. Any changes made by the traveler after bookings are confirmed will incur a \$100 change fee.

Travel Insurance

South Mountain recommends purchase of optional travel insurance to all passengers not already covered by their own plans. Policies that cover trip cancellation are highly recommended. Although mishaps are extremely rare, travel or other insurance that includes emergency medical coverage and worldwide evacuation is recommended. Insurance must be purchased separately and is not provided by South Mountain.

Health

Persons with ongoing medical conditions should consult their physician about the advisability of their participation on China tours. Moderate to longer distance walking plus step climbing is needed to view certain attractions. For persons with conditions such as high blood pressure or heart disease, tours should be undertaken according to the advice of a physician. Persons who depart from the scheduled tour due to medical or other reasons are responsible for all expenses incurred due to non-conformance with the tour schedule.

Disclaimers

South Mountain Tours acts only in the capacity of agent for sellers of transportation, sightseeing, and hotel accommodations. All tickets issued by South Mountain Tours are entirely subject to the terms and conditions of the suppliers of such tickets. South Mountain Tours shall be exempt from any and all liabilities, loss, or damage, arising directly or indirectly, due to accidents, personal injury, loss or damage to property, delays, or any other irregularities beyond its reasonable control. Tour prices are subject to change by South Mountain Tours at its discretion at any time for any reason up to the time of booking confirmation by South Mountain Tours.

In the event of any unforeseen changes in circumstances surrounding a tour, including but not limited to inclement weather, political upheaval, the outbreak or threat of illness and epidemic, insufficient sign-ups, or any other reason deemed by South Mountain Tours to be sufficient cause, South Mountain Tours may delay or cancel any tour at its sole discretion. Refunds for cancellations and unplanned delays will be subject to the terms and conditions of the suppliers of the original tickets and other suppliers for whom South Mountain Tours has acted as sales agent.

Tour Behavior

Tour participants are required to strictly abide by the laws and regulations of all countries visited on any tour. Participants are further required to not engage in abusive or patently offensive behavior toward any other persons, whether participating in the tour or not. Any persons engaging in abusive or patently offensive behavior may be removed from the tour by South Mountain Tours at its sole discretion. All expenses arising from such action will be charged to the party so removed from the tour. Offensive behavior may include but is not limited to excessive intoxication.

Tour members may not change the scheduled itinerary for sightseeing, hotels, transportation, or meals. All risks and costs associated with non-compliance with the scheduled itinerary will be borne by the persons in non-compliance.

No refunds will be provided for any unused portion of the tour, including accommodations, transportation, sightseeing, or other activities.

Complaints and Arbitration

If you have any problems during your holiday please inform your guide without delay so that we can immediately assist you and resolve the situation. We intend to resolve any basis for complaints in good faith and insure that your experience with our company is without problems. Failure to notify your guide of any problems in a timely manner may reduce compensation or assistance that can remedy the problem. For any serious complaints, please notify South Mountain Tours in writing within 30 days of the tour. We will attempt to remedy any such complaints in good faith and in accordance with the terms and conditions set forth herein. Any controversy or complaint arising out of this contract, or related to any extension of this agreement, that can not be settled in an amicable fashion, shall be entirely subject to arbitration by the American Arbitration Association of San Francisco. This agreement is subject to the jurisdiction of the Supreme Court of the State of California and to the United States District Court for the Northern District of California, for all purposes in connection with the arbitration. All parties subject to this agreement further agree that arbitration arising out of any breach related to this contract shall commence no more than one year after said breach is alleged to have occurred. Failure to institute arbitration proceedings within one year of the alleged breach shall constitute an absolute bar to the institution of any proceeding and a waiver of all claims.