

VIAJES EL CORTE INGLES INC.

Terms and Conditions

1. General Information

Organization. Viajes El Corte Ingles Inc. ("the Operator"), with headquarters at 500 Fifth Ave., Suite 1730, New York, N.Y. 10110, USA, is the organizer of the travel services contained in this brochure. The Operator is an affiliate of Viajes El Corte Ingles S.A. of Madrid, Spain, which acts as representative of the operator in some destinations.

Air Carrier Responsibility. The sole and exclusive responsibility and liability of the airlines offering service in connection with the travel services provided by the Operator shall be in accordance with and as limited by the contract of carriage in the passenger's ticket, the applicable fares and the provisions of the Warsaw Convention. The airlines shall not be responsible or liable for any act, omission or occurrence during the time passengers are not on board their airplanes. All land services included in the travel programs offered in this brochure are furnished by independent contractors that do not act for or on behalf of the Operator or any airline. Further, neither the Operator nor any airline shall be responsible or liable in any way for the accuracy of any representations of any of these service providers, contractors or their agents.

Passenger Names. Passengers are responsible for communicating their correct names as those names appear in their passports and for ensuring that the names included in their travel documents match exactly the names as written in their passports. Failure to comply with these requirements shall be a waiver of any claim for damages resulting from this negligence.

Passports and Visas. Travelers are responsible for obtaining all passports, visas, permits, vaccinations and any other documents required by laws, regulations and orders of the countries visited. All travelers visiting Europe require a passport valid for six months beyond the conclusion of their trip and appropriate visas. Please refer to the brochure section "DOCUMENTATION FOR VISITORS" for more information, or contact your travel agent or applicable government authority or Consulate for necessary information regarding documentation, as well as health and other requirements of the countries visited. Neither the Operator, nor its employees or agents or the airlines and other providers of travel services are responsible for passport, visa, entry, health or other requirements necessary for entering the countries to be visited, or for any loss sustained for failure to comply with these requirements.

Validity of Prices. Prices included in this travel brochure shall be valid from September 1, 2004 through October 31, 2005.

Rate of Exchange. The prices, costs, charges, tariffs, rates, taxes and fees for travel services described in this brochure were calculated originally in Euros, the currency in countries of destination, and have been converted to American Dollars at the rate of E1.00 equals \$1.28, the official rate of exchange in effect on July 1, 2004, and are subject to change if, on the date of full payment for the services purchased, the exchange rate varies by 5% or more from the above-quoted rate. If such a variation exists, the Operator will apply the current rate (whether higher or lower) to the payment required. For cancellation and possible penalties due to fluctuation of exchange rates, please consult the section entitled "Booking Changes, Cancellations and Refunds".

Travel Protection Insurance. The Operator highly recommends the purchase of comprehensive travel insurance protecting persons and property from the risks of accidents, illness, theft, loss of documents or personal items, cancellation, trip interruption and medical expenses.

2. Reservations and Payments

Reservations. Please contact your Travel Agent for assistance or Viajes El Corte Ingles.

Last Minute Reservations. A \$30 service fee will apply to requests for bookings received within 7 days of the start date of any tour program, even if the booking cannot be finally confirmed. For bookings within 7 days of tour departure, a deposit will be required equal to the total estimated amount of all services ordered. Should any services not be confirmed, a proportional part of the deposit will be returned. If services are confirmed, cancellation and change policies will apply to them from that point on.

Deposit Requirements. A deposit of 40% of the total cost of the reservation will be required in order to initiate the reservation process, unless the reservation request is received within 20 days of the date of the first service, in which case payment of the full cost of the travel services requested will be required.

Full Payment. Full payment for travel services booked, including change fees, cancellation fees, Government fees, taxes and any other fees, shall be required at least 20 days prior to the start date of the travel services. Applicable deposits will be deducted from payments required.

Form of Payment. The Operator accepts payment in the form of cash, money orders and bank or cashiers checks issued by a financial institution payable to the order of Viajes El Corte Ingles Inc. Payment by American Express, Visa, Mastercard or Diners Club credit card will also be accepted. Payment is not deemed made until received by the Operator.

Returned Checks. Checks and money orders accepted and later returned will be subject to a \$50 administrative fee plus any fees charged by banks or financial institutions.

Credit Card Chargebacks. Chargebacks caused by the rejection by the cardholder of a legitimate authorized charge to a credit card by the Operator will be subject to a 10% administrative surcharge. In the case of a second chargeback, the Operator will bring the situation to the American Bureau of Credit and reserves the right to initiate legal action.

Reservation of Rights. Should payments for services not be received within the specified time periods, the Operator reserves the right to cancel the reservation and impose cancellation charges.

3. Booking Changes, Cancellations and Refunds

Booking Changes. Any alteration or revision initiated by the traveler/customer or his/her agent to a confirmed reservation, including alterations to date, itinerary, air carrier or flights, other transportation, tour, hotel, parador, occupancy, type of room, type of rental vehicle, destination or travel insurance, or reduction in the number of persons, rooms or contracted services will be considered a "booking change". Adding more participating travelers, rooms or other services to an existing confirmed reservation will not be considered a booking change as these will be considered and treated as new reservations.

A fee of \$30 per person will be charged for any booking change made to a reservation after the booking is confirmed. A change fee of 50% of the total value of the booking will be charged on any booking change made on an escorted tour between 15 days and 3 days of its start date. A change fee of 10% of the value of any other land services will be charged on any booking change made to such land services between 15 days and 3 days of the start of the changed service.

A booking change on an escorted tour or on any land services made 2 or fewer days prior to the start date of those services will be treated as a cancellation of those services (and any other services affected by the necessary change) and a 100% cancellation fee for all the services affected will apply, regardless of the start date of any of the services.

A booking change of date, itinerary or name made on air services within 15 days of the departure date of the first flight of the itinerary will result in a fee of \$130 per person plus, if applicable, the cost of any increase in air fare. Such a change made after the departure of the itinerary's first flight will result in a fee of \$160 per person plus the cost of any increase in air fare.

Cancellation and Cancellation Fees

Travel services contracted may be cancelled at any time, subject to receipt by the Operator of written notification by the traveler and the following fees:

Escorted Tours

Cancellation received between the 20th and 15th day prior to the tour start date, 5% of tour value.

Cancellation received between the 14th and 3rd day prior to the tour start date, 50% of tour value.

Cancellation received 2 or fewer days prior to the tour start date, 100% of tour value.

Other Land Services

Cancellation received between the 14th and 3rd day prior to the start date of the first service, 50% of the value of the land services cancelled.

Cancellation received 2 or fewer days prior to the start date of the first service, 100% of the value of the land services cancelled.

Air Services

Cancellation received less than 15 days prior to the departure date of the first flight in the itinerary, a fee of \$200 per person.

Cancellation received after the departure date of the first flight in the itinerary, a fee of 100% of the value of the cancelled air services.

Miscellaneous

Failure to show up at the departure date and time of any contracted service will result in a fee of 100% of the value of that service.

In addition to the fees listed above, a cancellation fee of \$40 per person will be applied to all cancellations

The date of cancellation is the date the cancellation is received in writing by the Operator, whether by mail, fax or electronic mail. If notice is by electronic mail, a confirming telephone call must be received by the Operator.

Exception for Exchange Rate Increases

Cancellations received within 7 days of notification by the Operator of an increase of more than 10% in the cost of any tour or travel service due to a variation in the exchange rate between the US dollar and the Euro, will not be subject to cancellation fees, and any deposit made will be refunded in full.

Refunds

Illness

No refund will be made by Operator due to withdrawal from an escorted tour, special train tour or hotel stay after commencement, including for missed meals

and sightseeing, for reasons of illness. Insurance claims must be supported by a medical certificate. The Operator makes no representations or guarantees concerning reimbursement of funds paid through any insurance claim.

Air Fares

Air fares included in this travel program and brochure are based on very restrictive conditions. Flight changes or cancellations requested after receipt of deposit and after an air itinerary has been requested, will be subject to Operator and to airline change and cancellation fees as described above and in airline materials.

Process of Refunds

No refund will be processed or made, including for services not completed, until all air tickets, travel documents and travel vouchers are returned to the Operator. Documents should be sent by certified or registered mail. Lost air tickets can take up to one year to replace and processing fees can be assessed.

4. Air Services.

Air Flight Changes

Flight changes requested after receipt of deposit will be subject to change fees as provided above.

Air Space Availability

If Operator is unable to confirm an air reservation in the requested fare and class of service, Operator may offer alternative service with connecting flights, different gateways, fares, class of service or other airlines which could be more or less expensive than the initial air service quoted. You may accept or decline the alternative offered; if you accept, you will be responsible for the new fare,

Baggage

Transatlantic airfares in this travel program include the carriage without charge of 2 bags per person not exceeding 70 lbs. total weight (44 lbs. for flights within Europe). Size restrictions on bags also apply. Hand baggage may also be brought on board; for limitations, please consult your travel agent.

5. Escorted Tours and Thematic Railway Tours.

Tour Participation

Children under 6 years old are ineligible.

Children under 18 years old must be accompanied by an adult.

Passengers with disabilities are welcome provided they are accompanied by a companion capable of providing the assistance required and do not require special assistance from the Operator or others providing services. Operator

reserves the right to refuse to accept reservations from travelers whom Operator believes cannot, even with reasonable efforts to accommodate the traveler, cope with the requirements of coach tour travel or the special requirements of the tour requested, and/or who may require services and facilities that Operator and other providers of services cannot guarantee will be available. The traveler agrees that Operator will not be held responsible for any decision made by it or any other provider to refuse to carry the traveler in a tour, or to provide any facility, accommodation or service to the traveler.

Leaving and Returning to a Tour

A traveler who has missed the departure or any of the stages of a tour cannot return to that tour, and will receive no refund for unused services, unless arrangements have been made with the Operator prior to departure.

Cancellation By Operator

Operator and/or any of the service providers participating in this travel program reserve the right to cancel any tour or service and offer an alternative. In the event of such cancellation, the traveler has the right to reject any given alternative and to cancel all land services without cancellation fees. Air services, however, will be subject to change and cancellation fees as described above, payment in full for such air services will be required although all monies received for land services will be refunded.

Responsibility while on Tour

The carriers, hotels and other travel service suppliers who provide tour services are independent contractors and not agents, employees or servants of Operator or its affiliated companies. Operator has no control over the actions or operations of these independent contractors or their agents or employees. For that reason, Operator and its affiliated companies cannot be responsible for the negligence, breach of contract or criminal conduct by these independent contractors, their agents or employees.

While traveling on a motor coach each passenger shall occupy one seat and only one passenger may occupy a seat at one time. Neither the Operator, nor its agents or other service providers will liable for any injury, death, damage, loss or claim arising from any accident or incident, if the passenger involved is not seated properly at the time of such accident or incident.

Transportation companies may not be held responsible for acts, omissions or events during the time passengers are not on board their means of conveyance. The passenger contract in use by the transportation company shall constitute the sole contract between the transportation company and the passenger and/or the purchaser of the tour, and Operator assumes no responsibility in this connection.

Hotel Accommodations on Tour

All hotel rooms included in tours are standard, twin-bedded rooms with private facilities, unless the traveler has specifically requested and paid for an upgraded room category.

Meals on Tour

As specified on each itinerary. Meals are based on the hotel or restaurant's buffet or set menu. In general, beverages are not included unless specifically stated.

Departures

It is essential that travelers stay at least one night before the departure date of the tour in the departure city and that they communicate to Operator, directly or through their travel agent, where they will be accommodated.

Luggage

All escorted tours allow one piece of luggage with a maximum weight of 60 lbs. Excess luggage will be accepted only if the capacity of the train or vehicle permits and will be subject to charge and to acceptance by the tour guide, driver or train conductor. All luggage and personal effects are at all times and in all circumstances, except when being transported by air, at the risk of the traveler. Operator and/or the provider of the escorted or special train tour shall not be held responsible for any damage to or loss of luggage or personal items. All damage and/or loss shall be reported at time of incident and documented in writing. Luggage insurance is recommended. If lost articles are eventually found and returned to the traveler, a minimum fee of \$50 will be charged, plus the costs of handling and transporting.

Group Harmony

To ensure the desired group harmony, the Operator reserves the right, before or during the tour, to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group. Expenses of the Operator's decision to reject or expel will be borne by the traveler who will have no right to any refund, compensation or indemnity.

Itinerary and Hotel Variances

Occasionally, due to unforeseen circumstances, a local tour provider may have to make changes, even at the last minute, in the sequence of the tour or the hotels to be utilized. Thus, the Operator reserves the right to substitute hotels without cost adjustment and the Operator and the tour and railway service providers shall not be responsible for delay, changes in departure or arrival times or cancellations made by airlines or other transportation companies.

Non-Operation of Escorted Tours

Escorted tour packages are based upon a minimum number of participants. Travelers will be notified of the cancellation of any tour for lack of participants as soon as possible, always prior to departure date, and all monies for the tour will be refunded. However, Operator will not be held responsible for any costs relating to air tickets, visa or document fees or any personal costs incurred in preparing for the tour. Operator will, however, assume all fees generated for cancellation and/or changes of other land services as a consequence of the cancellation of the Escorted Tour. Voluntary cancellation for any reason will be subject to the cancellation fees set out in Section 3 above.

6. Other Services.

Transfers

Transfers will be provided by car, minibus or motorcoach and only at airport terminals, railway stations, hotels and places specified and dates previously arranged with the Operator.

Sightseeing

Sightseeing will be provided by motor vehicle, the size of which will be determined by the number of participants at the sole discretion of the sightseeing tour provider chosen by Operator. The number of participants may vary by season, city or group. No guarantee can be made of a minimum or maximum number of participants.

7. Special Services.

Meals

Special meal requirements will be on a Request basis only. The Operator cannot guarantee special meals and will assume no responsibility or liability if special meal requests are not fulfilled.

Hotel Accommodations

All rooms are standard with twin beds and private facilities, unless otherwise specified or specifically requested and, if necessary, paid for. Special requests such as for bed types, smoking preferences, and connecting rooms are subject to availability. Room selection, unless otherwise specified or confirmed, is at the discretion of the hotel on a "run of the house" basis. Triple rooms consist of standard twin beds plus a sofa, rollaway, folding bed or cot for a third person. The number of persons accommodated does not dictate the room size.

Travelers with Disabilities

Travelers requiring any form of assistance must notify the Operator in writing at the time of reservation, and must be accompanied by an individual responsible

for providing those services. Due to space limitations, wheelchairs and walkers cannot be taken aboard motor coaches and/or ships. If air tickets are purchased through the Operator, requests for free special assistance and attention will be made. The Operator reserves the right to remove from a tour any person who has not provided the required notification and received written confirmation of acceptance. All expenses, including those generated as a consequence of the removal and the return home, will be borne by the traveler.

8. Prices.

Description

Prices are always per person, calculated on a double occupancy basis in standard rooms except as otherwise specified.

Supplements

All supplements are specified according to their nature

Included in the Price

Air Service – Airfare, subject to restrictions. Departure and arrival taxes, security charges, fuel surcharges, airport facility charges, September 11th charges and other types of taxes and fees imposed by airlines, airports and governments are not included in the prices. Each passenger will be advised of the amount of these charges at the time of full payment.

If any fare included in this travel program is broken or extended for any reason an additional cost may be incurred by the traveler. Airfares are subject to change at any time.

Hotels, Resorts, Paradors and Apartments – Accommodation, breakfast and all taxes payable on those services. Hotel rates are based on Operator's agreements and are not negotiable.

Escorted Tours – Everything specified in "included tour features" under each escorted tour description, and taxes. Hotel accommodations will be provided as specified on the itinerary. If listed hotels are not available, Operator or the local tour provider reserves the right to make substitutions of hotels of equal or superior category. No refunds will be payable for any differences in the cost of these accommodations.

Special Trains – Accommodation on board the train, sightseeing, all meals with wine and coffee, mineral water, music and entertainment on board, entrance fees to museums and taxes payable on those services.

Rail tickets are valid for the dates and times specified and once issued are not refundable.

Suggested "Fly and Drive" Routes – Hotel accommodation, daily breakfast and lowest category rental car with Collision Damage Waiver (CDW) and Theft

Protection (TP) insurance and taxes payable on those services for days specified in the itinerary.

Vehicle Rentals – Vehicle rental, Collision Damage Waiver (CDW) and Theft Protection (TP) insurance and taxes payable on those services for days specified in the itinerary.

Not Included in the Price

Airfares, except where specified; airport flight taxes and fees; air carrier fuel surcharges; insurance of all kinds except where specified, e.g. escorted tours; passport and visa fees; laundry; telephone calls; beverages except those in Operator's escorted tours "plus" and in all-inclusive hotels; meals not detailed; gratuities to tour directors or guides, motor coach drivers and local city guides; items of a personal nature; excess luggage; optional sightseeing and anything not specified as included or mentioned above. Also not included are costs and expenses incurred by a traveler who leaves a destination or a tour of his/her own volition or due to illness or to the actions of any government of any country visited.

Discounts for Children under Twelve

A child under the age of 12 will receive a reduction (if applicable) off the full price per person in double occupancy from that specified in Operator's prices booklet when sharing the room with two adults who pay the double rate. Hotels, paradors and apartments that accept a second child on a quadruple occupancy basis shall apply the discount as "second child" specified in the prices booklet.

9. Documents Preparation

Travel documents will be forwarded approximately 7 to 14 days prior to the start of the first service, provided full payment for all services has been received. If travelers are leaving home earlier, they should ask Operator or their travel agent to request travel documents in advance. For delivery of documents in the U.S. and Puerto Rico, a \$5 per person fee will be charged, except for urgent delivery, in which case the charge will be \$20 per person. For deliveries to other countries, travelers should consult their travel agents or Operator.

Airline Seating

Passengers are requested to contact their airline directly for seat assignments up to 30 days prior to departure. Seating is under the sole control of the airline. Flight delays and schedule changes are the sole responsibility of the airline. Operator will, for a fee of \$10 per person, request seat assignments from airlines. However, no guarantee can be made as to satisfaction or results obtained from such seat requests.

10.. Other Conditions.

Local Conditions

It is the responsibility of the traveler, and not Operator, to comply with the terms, conditions and/or requirements of any service provider or any country or governmental authority and to bear any costs or losses incurred as a consequence of non-compliance. Visas may be required to enter a country. Travelers are advised to obtain visa information from their travel agent or from the U.S. State Department.

Right to Participate in Tours

Operator reserves the right to decline to permit a traveler to participate in a tour organized by Operator if Operator believes that the traveler's participation would not be in the best interests of the other tour participants or Operator.

Health Requirements

It is recommended that travelers consult their primary physician to consider personal health issues before planning prolonged travel. Individuals with heart disease, other chronic illness, physical handicap, advanced pregnancy or mental illness must communicate their condition to Operator in writing, accompanied by their request for travel and a letter from a physician authorizing such travel.

Tours may include visits to countries that require certain vaccinations to be permitted to enter. Travelers should consult their travel agents, local physicians or the United States Center for Disease Control in Atlanta, Ga. for specific requirements.

11. Responsibility.

Operator and its representatives are independent contractors and represent the interests of neither the traveler nor the travel suppliers who provide the tour services described in this travel brochure and program. Instead, Operator organizes and contracts for the tour services offered by the various travel suppliers on the one hand, and reserves the travel services chosen by the traveler on the other. Operator and its employees and representatives neither own, control, manage or operate any airline or other transportation vehicle, hotel, restaurant, or any other supplier of travel services related to this travel program, and, for that reason, can assume no responsibility for delays, changes in schedule, cancellations, irregularities in any vehicle, breakdowns in machinery or equipment, strikes, losses, injuries, acts of God or Governments, political instability, fires, wars whether declared or not, hostilities, civil disturbances, acts of terrorism or vandalism, riots, theft, pilferage, damage to baggage, epidemics, quarantines, medical or customs regulations, financial defaults, risks and hazards associated with travel to destinations included in this travel program, or from any

causes beyond the control of Operator, its employees or representatives, including, without limitation, any act of negligence or breach of contract of any independent third party who is to or does supply goods or services for any tour or travel included in this program, or for any loss or damage resulting from insufficient or improperly issued passports, visas or other documents. In addition, Operator and its representatives assume no responsibility for standards of quality, hygiene, cuisines, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment or medical services found in the destinations selected by the traveler.

All coupons, vouchers, tickets and exchange orders issued are subject to the terms and conditions under which such transportation, accommodation and other services are provided. The acceptance of such documents by the traveler shall be deemed to be consent to the conditions described in these Terms and Conditions and specifically, to the provisions of this Section 11, Responsibility.

Limitations on Responsibility

As noted above, the responsibility of Operator is limited to bringing together the traveler and the independent companies who have agreed to provide the travel services included in this travel program. Consequently, in the absence of its own negligence or that of its employees or agents, Operator declines any responsibility for cancellation, alteration, deficiency, injury, loss, accident, death, damage, illness, delay, irregularity or any other consequence of an act of any kind, negligent or otherwise, made by a travel service provider or other third party, their employees or agents.

Arbitration

Any and all disputes concerning the travel programs described in this brochure or on Operator's website or with respect to a specific program selected by the traveler will be resolved and determined by binding arbitration in accordance with the rules of the American Arbitration Association in the City and State of New York. In any such arbitration, the substantive law of the State of New York will apply.

Enrollment

Enrollment in and/or payment for a tour shall constitute agreement and acceptance by traveler of the Terms and Conditions set forth above and elsewhere in this brochure and travel program, and such Terms and Conditions may not be waived or varied except in writing by an agent of Operator expressly authorized to do so.

Name: _____

Signature: _____

Date: _____