

## Booking Terms and Conditions

These terms govern the bookings made for Canada and Alaska 'for singles' (50 years & over) 'The Holiday' made with **Travelling Fit** Pty Ltd ("we", "us" and "our") ABN 49 641 402 174. Travelling Fit is the Licensed Travel Agent (License No. 2TA06522) providing this holiday for **A Rendezvous for Singles**.

In submitting the booking form (whether online, by phone, email, post or via a travel agent) you agree to be bound by the booking terms and conditions and you accept these booking terms on behalf of all participants of your party.

All correspondence and booking contact should be addressed to the holiday promoter A Rendezvous for Singles by email to [holidays@arendezvous.com.au](mailto:holidays@arendezvous.com.au) or by post to PO Box 1717 Potts Point NSW 1335 or call: 1300 653 692 Monday to Thursday 10am to 6pm and Friday 10am to 5pm Visit [www.arendezvous.com.au](http://www.arendezvous.com.au) for more details.

You can contact Travelling Fit as follows: Email: [holidaysforsingles@travellingfit.com](mailto:holidaysforsingles@travellingfit.com). Post: PO Box 583 Terrigal NSW 2260. Tel: 1300 728 296 Fax: (02) 4385 2476 [www.travellingfit.com](http://www.travellingfit.com)

Early Payment Discount ^ (per person)	Pay in full 12 months prior to your tour departure and SAVE \$514 Pay in full 10 months prior to your tour departure and SAVE \$385 Pay in full 6 months prior to your tour departure and SAVE \$257  Tours must be paid in full for the early payment discount to apply.
Booking Close Date	Tour & cruise bookings: 15 April 2010 Tour only bookings: 1 May 2010
Final Payment Date	Tour & cruise bookings: 15 April 2010 Tour only bookings: 15 June 2010
Deposit	\$700 per person
Participant Ages	50 years and over at the time of travel (see item 7 for more detail)
Single Traveller Status	* There are 15 places reserved on this departure for our participants. This trip may confirm more or less than 15 single travellers, subject to availability and demand. Our group booking is not exclusive and therefore there will be other guests on this tour booked via other channels and they may be single, partnered or otherwise travelling as friends. Whoever the guests on the tour, everyone in the group will have the touring spirit and this trip generally appeals to <b>persons of 45 years and over.</b>

### Definitions

*A Rendezvous for Singles:*

Refers to A Rendezvous for Singles or [www.arendezvous.com.au](http://www.arendezvous.com.au), an Australian company that promotes singles holidays.

*Code of Conduct:*

Means the Code of Conduct for the Holiday

*Early Payment Discount:*

Refers to a reduced price offered to those participants that book and pay in full as defined above^

*Final Payment Date:*

The date by which all outstanding monies for the holiday must be paid in full.

*Participants or Guests:*

All persons who have booked and paid for The Holiday.

*Terms and Conditions:*

Means the terms and conditions for the Holiday

### 1. Booking Terms

No contract between you and Travelling Fit shall come into existence until you are issued a booking confirmation on our behalf

by the holiday promoter, A Rendezvous for Singles, by email, fax or post and payment in full has been received.

The payment of a deposit will reserve your booking (subject to availability) only until full payment is received and no later than the final payment date. The final payment date is not a confirmation of availability and you must wait to receive confirmation of availability from A Rendezvous on our behalf. It is at the discretion of Travelling Fit to accept bookings after the bookings close date.

## **2. Prices**

Prices are quoted in Australian Dollars at today's rate and are subject to any changes in airfares, tariffs and conditions imposed by airlines, wholesalers or other service providers. All costs are subject to currency fluctuations and/or price increases until paid in full. Therefore should any of these costs change a surcharge may be made on the price of the holiday. If the price of the tour increases by more than 10% passengers will have the right to cancel within 7 days of notification of the surcharge without penalty.

Furthermore, a fuel surcharge may be imposed by the tour operator on the cost of the tour as a result of significant increases in world fuel prices. As such, we have the right to pass on this surcharge to you (not including airfares) at anytime before departure whether your monies are paid in full or not.

## **3. Airfares and Airport/Security Taxes**

In addition to any booking terms and conditions from us, any airfares provided by us will also be subject to airline booking terms and conditions.

Airport and Security Taxes for the international air ticket ex Australia will be quoted separately from an airfare price and can vary from the time they are first quoted. They are confirmed at either the time that final monies are paid or when air tickets are issued.

Any requests for changes to dates of travel should be made 14 days prior to making final payment. Changes made after this time will incur a \$100 late amendment fee in addition to any other fees applicable. Request for changes to dates of travel for any air ticket provided by us must be made before departure and no less than 7 days before the date of travel from Australia. No changes will be made by us once departed.

## **4. Deposit and Other Payments**

Each participant is subject to a non-refundable deposit per person to confirm a place on the Holiday. Participants who request a room mate matching service must pay a room mate matching fee prior to a room mate match being confirmed.

## **5. Payment Methods**

Cheque or money order made payable to TRAVELLING FIT.

Electronic transfers and direct deposits at a National Australia Bank

Payment by Credit Card; will incur a transaction fee as follows:

- Visa or MasterCard credit cards add 1.2% to the total payment except on international cards 2.1% applies.
- American Express add 3.08% to the total payment.
- Diners add 2.89% to the total payment

Note: Credit Card transaction fees may vary or in some instances be waived by certain airlines, wholesalers and other service providers

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## **6. Cancellation Charges**

A cancellation must be made in writing to A Rendezvous for Singles or us.

Each booking is subject to the following cancellation fees:

Tour Only Bookings (no cruise)

- Loss of non refundable deposit when cancelled more than 90 days prior to date of departure.
- Loss of 37.5% of total price when cancelled 90-61 days prior to date of departure
- Loss of 43% of total price when cancelled 60-31 days prior to date of departure
- Loss of 65% of total price when cancelled 30-15 days prior to date of departure
- All monies non refundable when cancelled 14 days or less prior to date of departure

Tour & Cruise Bookings

- Loss of non refundable deposit when cancelled more than 90 days prior to date of departure.

- Loss of 48.5% of total price when cancelled 90-61 days prior to date of departure
- Loss of 65% of total price when cancelled 60-31 days prior to date of departure
- Loss of 92.5% of total price when cancelled 30-15 days prior to date of departure
- All monies non refundable when cancelled 14 days or less prior to date of departure
- Plus, if your booking has been confirmed as a twin share room mate match additional cancellation fees apply.<sup>^</sup>

<sup>^</sup> *Room mate match bookings: if you make a booking for a room mate match in a twin share room and after your room mate match booking has been confirmed, if you subsequently cancel your booking you are responsible for the value of the single supplement fee in order that your room mate may still travel at the cost of twin share booking.*

## 7. Default Clause

- 7.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Agent's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 7.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Agent from and against all the Agent's costs and disbursements including on a solicitor and own client basis and in addition all of the Agent's nominees costs of collection

## 8. Participant Information & Requirements

There are 15 places reserved on this departure for clients that have booked via A Rendezvous for Singles. This trip may confirm more or less than 15 single travellers, subject to availability and demand. Our group booking is not exclusive and therefore there will be other guests on this tour booked via other channels and they may be single, partnered or otherwise travelling as friends. Whoever the guests on the tour, everyone in the group will have the touring spirit and this trip generally appeals to persons of 50 years and over.

The Holiday is available for bookings by persons within the age range defined by the holiday name and as published by the holiday website and other promotional material. Travelling Fit has the right to make exceptions to this booking term.

All bookings are personal to you and may not be sold, assigned or otherwise transferred.

You agree to provide a copy of your passport in the case that you are also requesting us book your flights, if requested by us or A Rendezvous for Singles or if no flights are requested then this or another form of photo identification must be provided. Travelling Fit has the right to cancel your booking if they do not receive a copy of your passport (if requested) by the final payment deadline.

## 9. Itinerary Changes & Cancellation

**Itinerary Variations:** The tour operator strives to improve tour itineraries and features. If such improvements can be made, or unforeseen circumstances beyond their control make changes necessary, the tour operator reserves the right to vary itineraries and to substitute hotels. At certain peak periods duplicate departures may operate, and sometimes in reverse order; hotels may also vary from those stated on the itinerary pages. On tours that include cruises, the ship may be changed due to operational reasons. Departures in early and late season are potentially operated in cool weather conditions. As a result, slight itinerary variations may occur, and certain activities may not be available due to seasonality or weather conditions. Availability of certain activities, such as Highlight Dinners, Premium Highlights or Personal Insights may also be limited due to itinerary variations. If your enjoyment may be diminished by such limitations, please check with us before making your reservation.

Please note: hotel information is provided as a guide; information on facilities has been provided by the hotels concerned. Whilst every effort has been made to ensure accuracy, facilities may change without notice and we reserve the right to vary the itinerary should circumstances dictate.

**Tour Cancellation:** The tour operator reserves the right to cancel or reschedule any tour departure in accordance with operating requirements or circumstances beyond their control. Should this occur, an alternative arrangement would be offered to you. If there is a difference in cost this will be at your expense. If you do not accept this alternative arrangement within 7 days we may treat this contract as at an end. We will refund all monies and will then be under no further liability. Neither we, nor Insight Vacations is not responsible for any costs for other travel arrangements affected due to the cancellation or rescheduling of the tour departure.

## 10. Room Mate Match Service

A service fee of \$35 per person applies for the room mate matching service.

**Coach Tour:** If you are travelling alone, there is the option to be matched with someone of the same gender so you do not have to pay the single room supplement on the coach tour. In consultation with A Rendezvous for Singles we will match you with another A Rendezvous for Singles participant and if this fails, we will request that the tour operator find you a match. Failing this, a single room will be provided at no extra cost

**Cruise:** If you are travelling alone, there is the option to be matched with someone of the same gender so you do not have to pay the single cabin supplement. In consultation with A Rendezvous for Singles we will match you with another A Rendezvous for Singles participant. **If there fails to be a match for you, the single cabin supplement for the cruise will apply to your booking and this is at your expense.**

Once a room mate match is confirmed you are required to pay the value of a single cabin supplement for the cruise and this amount will be considered part payment towards the value of your booking. In the event you cancel your booking this amount will be non-refundable as it is required to cover the cost of the single cabin supplement for your room mate match that was confirmed for you. This term is in addition to the cancellation terms and conditions.

When you book a holiday with a room mate request for a twin share no responsibility is taken by us or A Rendezvous for Singles for the outcome in regard to the personality or characteristics of your match except that a room mate match will be the same gender as yourself. Once a room mate is finalised by A Rendezvous for Singles your name and email address will be provided to your room mate match after bookings close and prior to departure for the purpose of your introduction to your room mate match for this holiday. If you do not have an email address with your permission we will provide your alternative contact details such as a mobile phone number.

Once you confirm your place on the holiday with a tour deposit, a request to change your booking from a room mate match to a single room booking would be at our discretion in consultation with A Rendezvous for Singles. If this change is confirmed additional room costs would apply and these would be advised at the time of reply to your request. Once you have departed changes to your booking including your room type and room mate match are not possible.

#### **11. Twin Share Rooms**

In order to secure a booking for a twin share room with a friend, a payment equivalent to two (2) deposits must be paid in full. Each person booked for a twin share room with a friend is responsible for all monies due. The booking information and personal details provided for booking a twin share room with a friend are made available to both (any) persons for this booking on request.

#### **12. Fit to Travel Requirement**

Participants should be in good health. All participants must disclose any pre-existing medical condition including but not limited to; high blood pressure, diabetes, epilepsy, asthma, heart conditions, a mental illness or physical impairment.

Passengers with disabilities are welcome providing they are accompanied by a person capable of providing all assistance required, and do not require special assistance from the tour operator personnel. We and the tour operator reserve the right to refuse to carry anyone it feels cannot cope with the requirements of coach tour travel and who may require services and facilities that Insight cannot guarantee will be available. Passengers agree that they will not hold the us or Insight group of companies liable for any decision by a third party service provider to refuse to carry them or to provide any facilities or accommodation to them or to provide any services to them.

You understand that the tour operator reserves the right to withdraw tour membership from anyone whose behaviour is deemed likely to affect the smooth operation of the tour, or adversely affect the enjoyment or safety of other passengers, and Insight shall be under no liability to any such person for refund, compensation, repatriation or any other matters arising.

#### **13. Fees**

- \$120 will apply for reservations made within 60 days of the holiday package commencing.
- \$50 late payment fee per person for payments received after the due date.
- \$75 amendment fee per person for a request to deviate from the travel times of the airfare included in the holiday package plus any additional charges incurred by airlines, wholesalers and other service providers.
- Any changes made 14 days or less prior to making final payment or after final payment will incur a \$100 late amendment fee in addition to any other fees applicable and all changes are subject to availability.
- \$100 cancellation fee per person for any cancellation of an airline ticket once reservations have been confirmed and full payment received plus any additional charges incurred by airlines, wholesalers and other service providers.
- Room mate matching service fee of \$35 per person.

#### **14. Tour (Land Only) Inclusions & Exclusions**

Inclusions or exclusions for any international flights purchased with Travelling Fit are not included below. The details below are for the land and cruise only component of the holiday.

**Touring:** By deluxe air-conditioned motorcoaches with reclining seats for maximum comfort.

**Hotel Accommodation:** Prices are per person and quoted as a single room or twin share room determined by your room type request and include a room with private bath and/or shower. Any request for a triple occupancy is based on three people sharing one room with two beds; rollaway beds are not included in triple prices. Triple rooms may not be comfortable for three adults sharing.

Hotels listed in the itineraries are intended to be used on all departures; however, from time to time other hotels may have to be used for various reasons. Alternate hotels will be of a standard similar to those featured in the brochure. Every effort has been made to reserve two-bedded rooms; however, on some occasions rooms with one bed may be the only choice available. These rooms will be first allocated to couples; other rooms may feature a single bed and rollaway bed or sleeper sofa. Passengers who are members of Hotel Frequent Traveller programs are not entitled to earn points with any of the hotels featured on an Insight tour. Special room requests such as smoking/non-smoking, adjacent, connecting or lower-floor rooms must be requested at time of booking. These special room requests cannot be guaranteed and are based on availability at the time of check-in. Many hotels in North America are now 100% smoke-free. This smoke-free policy includes all guest rooms,

restaurants, lounges, meeting rooms, public spaces, and employee work areas. Smoking in a non-smoking room will result in a fine of up to \$350 USD per room.

**Tour Director:** Escorted tours are conducted in English only by a professional Tour Director.

**Meals:** Full or Continental style breakfasts are served daily. Dinners and some lunches are included as detailed in the itineraries. Any special meal requirements will be made on a request basis only and cannot be guaranteed nor will any responsibility or liability be assumed if participants' special meal requests are not fulfilled.

**Airport Transfers:** Included on the first and last day of your scheduled tour itinerary and therefore are not valid if you book pre or post tour accommodation. Transfers are given in exchange for a voucher and are non-transferable. No refund will be given for unused transfers.

**Sightseeing:** Excursions and entrance fees to places of interest visited as detailed on each itinerary with an English-speaking guide where necessary.

**Gratuities and Taxes:** All gratuities are included for services on tour provided by dining room waiters, chambermaids porters at hotels and on-board train personnel. Cruise & Tour combinations do not include gratuities on-board cruise ships, these are the sole responsibility of the passenger.

**Baggage & Portage:** Baggage handling for one suitcase is included in the tour price at arrival and departure from each tour hotel. Due to limited coach capacity this single bag should have a weight not exceeding 30kg (66lbs) and dimensions not exceeding 77.5cm (30.5in) x 56cm (22in) x 32cm (12.5in). Charges of US\$5/CA\$6.00 per travelling day will be levied in the event these limits are exceeded and our promise to transport you or your baggage as indicated may be invalidated. (Note: Some airlines may restrict check-in baggage by weight – e.g. a max. 20kgs per person). You are allowed one carry-on bag which should not exceed the dimensions of 38cm x 28cm x 18cm (15"x11"x7"). For safety reasons, wheeled carry-on bags are not suitable as hand luggage on motor coaches and mini-buses.

## EXCLUSIONS

Airfares, air-related taxes and fees, passport and visa fees, insurances of all kinds, Canada's Government Sales Tax (GST), laundry, phone calls, beverages, meals not detailed in the itinerary, tips to Tour Directors, motorcoach drivers and local city guides, items of a personal nature, excess baggage, optional excursions, etc. The tour price also does not cover costs and expenses such as the return to your home, if you leave the tour at your own volition, or due to illness, or as a consequence of official action by the government of any country visited.

**Additional Cruise Fees and Charges:** These compulsory charges are levied by the cruise lines and comprise of Non-Discountable / Non-Commissionable fees plus Government Fees and Taxes; these may include any and all fees, charges and taxes imposed by U.S. and/or foreign governmental or quasi-governmental authorities including U.S. Customs fees, head taxes, inspection fees, air taxes incurred as part of a land tour, immigration and naturalization fees, harbor maintenance fees and Internal Revenue Service fees. Government Fees and Taxes are subject to change without notice and will apply irrespective of your booking's payment status.

## 15. Things to Know before you Go

**Tour Documents:** Your tour documents, travel literature, wallet and documentation will be sent to you approximately two weeks prior to departure from Australia (provided full payment has been received). Please read this information carefully as it contains essential information and helpful advice to make your vacation as enjoyable as possible.

**Passports & Visas:** For international travel, it is the responsibility of each passenger to have a MACHINE- READABLE Passport valid for the entire duration of their trip, including appropriate visas. Please contact the applicable government agencies for more information.

**Seat Rotation:** Seats on coaches cannot be booked – seats are rotated daily.

**Smoking:** In North America, the tour is non-smoking. Additionally many hotels in North America are now 100% smoke-free. This smoke-free policy includes all guest rooms, restaurants, lounges, meeting rooms, public spaces, and employee work areas. Smoking in a non-smoking room will result in a fine of up to \$350 USD per room. Rocky Mountaineer and VIA Rail trains also operate a non-smoking policy that extends to all cars, vestibules, washrooms, lounges and outdoor spaces.

### Cruise Arrangements:

**Shore Excursions:** To make your vacation even more memorable, cruise lines offer an extensive program of optional shore excursions. Confirmed passengers may confirm shore excursion requests online in advance of sailing.

**Hotel Service Charge:** A Hotel Service Charge of \$10 per passenger will be automatically added to each passenger's shipboard account on a daily basis. If the service exceeds or fails to meet your expectations, you are free to adjust this amount at the end of the cruise. Please check with the Purser's office on board for more information.

**Staterooms:** "Oceanview Stateroom" is a cabin which features either a porthole or a window as opposed to an "Inside Stateroom." Some "Oceanview Stateroom" may have fully or partially obstructed sea views. Cabin assignment is solely controlled by the cruise lines and Insight has no control over the assignment of cabins.

**Ships' Registry:** Holland America Line: ms Ryndam, ms Zuiderdam, ms Volendam, ms Veendam and ms Maasdam: The Netherlands Princess Cruises: Star Princess, Island Princess, Coral Princess, and Sapphire Princess: Bermuda

**Cruise line Immigration Form:** These mandatory forms are available online with your cruise company and it is strongly recommended to be completed online no less than 30 days prior to your departure.

**Insurance:** Insurance is not included. Medical costs within the USA and Canada are very high. It is essential that you purchase adequate insurance cover before departure.

#### 16. Force Majeure

If Travelling Fit is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts of omissions of a third party or for any other cause whatsoever outside Travelling Fit's reasonable control, Travelling Fit will be under no liability whatsoever to you and may, at its option, by written notice to you to cancel the tour.

#### 17. Travel Documents

Your passport must be valid for a minimum of six months prior the arrival home date to Australia. Each individual is responsible for ensuring that all necessary travel documents are current and valid.

#### 18. Travel Insurance

Travel Insurance is not included in the price of the travel package and it is highly recommended that travellers take out travel insurance.

#### 19. Release and Waiver of Liability

In consideration of Travelling Fit accepting your application:

- You release Travelling Fit and its officers, employees, agents and other representatives (hereafter "Travelling Fit and its personnel") from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of your travel and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the willful negligence or wrongful act of Travelling Fit and its personnel; and
- You waive any claims you have, or may at any time have, against Travelling Fit and its personnel and you agree, by accepting the inherent dangers and risks associated with any travel, not to make any claim against or seek any compensation from Travelling Fit and its personnel in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in an event.

To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this agreement.

#### 20. Disclaimer

Travelling Fit reserves the right to refuse an application to book for any reason. Should a customer's application be refused, any monies paid will be refunded to the applicant. Your booking for a holiday takes effect once you complete the Booking Form, accept the accompanying Booking Terms and Conditions and the initial deposit has been received in full by Travelling Fit. Places are limited for holidays and are allocated on a first come first served basis.

21. The hotel rating is provided by the tour operator. It is not a guarantee or warranty of any kind by Travelling Fit.

22. You understand and agree that your booking details as they appear on the Holiday Booking Form will be recorded by A Rendezvous for Singles to be forwarded to Travelling Fit, the licensed travel agent managing your booking, to fulfill your booking.

#### 23. Code of Conduct

A Code of Conduct provides all participants in The Holiday with expected behaviour and helps to ensure an enjoyable experience for all participants.

A Code of Conduct requires that general courtesies and respect be considered for all participants and the Tour Director, Tour Bus driver and any other local guides. A participant that is considered to be demonstrating behaviour contrary to the Code of Conduct will on the first instance be verbally advised by the tour director or representative of the tour operator that their behaviour is contrary to the Code of Conduct. Failure to curtail any behaviour contrary to the Code of Conduct after the first verbal advice may mean the participant risks having their Holiday terminated, without refund for any monies paid in part or full.

**You must comply with the Code of Conduct as below.**

- a. We require that all participants observe responsible consumption of alcohol and obey all local, state or country laws pertaining to the consumption of alcohol.
- b. We require all participants to obey all laws of the country.
- c. Participants are to respect the privacy of other participants and if a participant declines to provide any contact information requested by another participant, that this is respected.
- d. Participants understand that if they receive contact information from another participant of the group event that this is solely for their reference and is not to be provided to other participants of the event group without the express permission of the participant whose information it is.
- e. Participants are to refrain from offensive language or behaviour including sexist and racist remarks.
- f. Participants understand that should other participants provide personal contact information that this information is not to be used for unsolicited email or correspondence for the purpose of business exchanges or transactions unless with the express prior permission of participants.

## 24. Privacy Act

The Customer agrees for the Agent to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Agent.

The Customer agrees that the Agent may exchange information about the Customer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) to assess an application by Customer;
- (b) to notify other credit providers of a default by the Customer;
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
- (d) to assess the credit worthiness of Customer.

The Customer consents to the Agent being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

The Customer agrees that Personal Data provided may be used and retained by the Agent for the following purposes and for other purposes as shall be agreed between the Customer and Agent or required by law from time to time:

- (a) provision of Goods and/or Services;
- (b) marketing of Goods and/or Services by the Agent, its agents or distributors in relation to the Goods and/or Services;
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and/or Services;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.

The Agent may give, information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

In addition to the above, specifically we may share your Personal Data with;

- a) A Rendezvous for Singles.  
Your personal details as they appear on the Holiday Booking Form are captured and used by A Rendezvous for Singles for the purpose of providing your Personal Data to us to fulfill your booking. Their privacy statement can be viewed at [www.arendezvous.com.au/privacy.asp](http://www.arendezvous.com.au/privacy.asp).
- b) Other Travel Agents  
Where you make your booking via another travel agent, your personal details as provided to that travel agent will be provided to us and A Rendezvous for Singles for the purpose of fulfilling your holiday. You should request a copy of the travel agent's privacy statement. We can not be held responsible for how they manage or treat your personal information.
- c) Suppliers of the holiday including but not limited to the tour operator, airlines and ticketing agents for the holiday.
- d) Third Party Bookings  
Where your booking has originated from a third party promoting this holiday your details; limited to your first name, surname, email address and street address may be provided to this third party for review purposes only.

25. All efforts are made to ensure accuracy for tour details on the holiday website and other information about the tour however Travelling Fit accepts no liability for errors or omissions in the description of any hotels, tours or services they

have promoted as inclusions for The Holiday.

- a. Travelling Fit reserves the right to change these terms from time to time.
- b. Your booking is governed by NSW law and is subject to the exclusive jurisdiction of the NSW courts. The booking confirmation and these terms represent the entire agreement between Travelling Fit and you.
- c. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
- d. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.
- e. If you make an online booking you accept these booking terms and conditions when you submit the online booking. If you make a booking by phone or fax or letter you accept these terms when you have paid a deposit.