

BOOKING TERMS AND CONDITIONS

These terms govern bookings made for Sydney's Best Coast Walk (**25 to 39 years**) holiday ("The Holiday") made with A Rendezvous for Singles ("we", "us" and "our") ABN 23 119 642 992. All correspondence should be addressed to A Rendezvous for Singles PO Box 1717 Potts Point NSW 1335. You accept these booking terms on behalf of all persons nominated by your booking.

Booking Close Date	Wednesday 27 January 2010 (or before if places on The Holiday sell out)
Final Payment Date	Wednesday 27 January 2010
Group Size	Minimum of 6 and maximum of 14 participants (see item 12 for details)
Deposit	\$100 non-refundable deposit
Participant Ages	25 to 39 years (see item 9 for details)

Definitions

Terms and Conditions

Means the terms and conditions for the Holiday.

Code of Conduct

Means the Code of Conduct for the Holiday

Confirmed Booking

A booking is confirmed once we issue a reply to your booking request and you pay a deposit in full by the booking close date and have paid all monies in full by the final payment date.

Participants/Customer/Client

All those persons who have booked and paid for The Holiday.

1. No contract between you and A Rendezvous for Singles shall come into existence until A Rendezvous for Singles issues a booking reply by email, fax or post and receives a deposit payment in full. The payment of a deposit will reserve your booking (subject to availability) only until the final payment date. All bookings are personal to you and may not be sold, assigned or otherwise transferred unless the request is made to us in writing and we agree.

Payment in full by the final payment date is required to finalise your booking. When a direct deposit payment is made, the date we receive payment into our bank account will be deemed the payment date. When a cheque or money order payment is made, the date that we receive your cheque or money order will be deemed the payment date.

2. Where A Rendezvous for Singles is unable to confirm your booking request due to no availability we will include your name on a waiting list in the event of a cancellation.
3. Details of the payment options will be provided with a booking reply. Payment should not be paid or sent until a reply to your booking request has been sent. Payment options include a direct deposit, cheque, money order or credit card. Credit card payments incur a one percent (1%) transaction service fee.
4. Prices are shown in Australian Dollars.
5. The Booking Close Date is not a confirmation of availability and is subject to availability at the time the deposit payment is made. It is at our discretion to accept bookings after the booking close date.
6. We are not responsible for any travel arrangements to the trip start and from the trip end point; whether by air, road, train or sea. These travel arrangements are the responsibility of each customer.
7. **Payments**
Each booking is subject to the following terms:

To secure your booking a \$100 deposit per person must be paid and the booking is subject to availability at the time of payment. Failure to pay all outstanding monies by the final payment date may result in loss of any monies paid and a position on the holiday.

Late Payment: Late payment of monies outstanding by the final payment date may incur a \$33 penalty fee.

8. Ages of Participants

The Holiday is available for bookings by persons aged within the ages defined by the holiday name. You warrant that you are within these ages at the time of travel. We reserve the right to make exceptions to the terms and conditions for the age of a participant. As a general guide, exceptions may be made when the participant's age is not more than two years outside the promoted age range of The Holiday. The final decision is at our discretion.

You agree to provide a copy of photo identification to confirm your age, if requested by us. We have the right to cancel your booking if we do not receive a copy of your photo identification (if requested) by the booking close date. If your age does not comply and subsequently we cancel your booking or if you do not provide a legible copy of your photo identification by the booking close date then the terms as defined by the cancellation notice period apply.

9. Gender

A Rendezvous for Singles will make all best endeavours to secure a balanced ratio of bookings between men and women for the holiday but we can make no guarantee.

10. Room Mate Match Service

This is a camping trip and as such on night one, participants are two people per tent (same gender). No responsibility shall be taken by us 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 us your name and email address may be provided to your room mate match prior to departure for the purpose of your introduction to your room mate match for this holiday.

On the 2nd night of the term participants either share dormitory rooms at the Garie Beach Youth Hostel or a tent outside the Garie Beach Youth Hostel. These arrangements will be made by the group leader.

If we are unable to match you we will provide you with a tent to yourself.

11. The holiday package includes:

- Expert guide
- Ferry fare from Cronulla to Bundeena on historic M.V. Curranulla
- Royal National Park entry & camping fees
- All camping equipment transported and erected at waterfront campsite with your personal items on night one.
- Tents are supplied and are 3 man tents (used for 2 people)
- Deluxe inflatable sleeping mattresses, sleeping bags and pillows are supplied.
- Dining tent with tables and chairs
- All bedding supplied and transported to Garie YHA for night two, with your personal items.
- Garie Beach YHA hire fees.
- All food for the duration of the trip from lunch on day 1 until to lunch on day 3.

12. In the circumstance that the holiday does not confirm the minimum group size by the booking close date, we reserve the right to cancel the holiday and you will be notified by email of the change no later than 7 business days after the booking close date and a full refund of any monies paid will be made. We will not be liable for any monies paid for travel arrangements by participants to join the tour. We will not be liable for any travel insurance policies that have been purchased. Please check the cancellation policy of travel insurance policies before purchase.

13. Fitness & Health Requirements

The Holiday is graded as a **medium difficulty** hike as there are several hills on the second and third days. 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.

We and the tour operator reserves the right to refuse to accept anyone where it is believed the person cannot cope with the requirements of The Holiday and who may require services and facilities that the tour operator cannot guarantee will be available. Participants agree that they will not hold us or the tour operator liable for any decision to refuse to accept them.

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

For Australian residents:

Under the Federal Government *Medicare Act* it is prohibited for any domestic travel insurance product to provide any financial reimbursement with regard to ambulance or air ambulance services. We advise participants to take specific cover for ambulance cover through the respective State ambulance providers or through their own private health insurance.

15. Our privacy statement and site terms are available from the website www.arendezvous.com.au. In addition to our Privacy Statement we will not share your booking details with any other third party with the exclusion of :

- i. Suppliers of the holiday such as the tour operator.
- ii. 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, street address and date of birth may be provided to this third party for review purposes only.
- iii. Circumstances where the information is required to be disclosed by law

16. Passport, visa and health requirements for you and your party are your responsibility.

17. Cancellations of confirmed bookings are subject to the following conditions:

A cooling off period of 24 hours applies from the time a deposit payment is made for all deposits made by the booking close date. This means that if you cancel your booking within 24 hours of making a deposit payment you will receive a refund of the deposit payment if you change your mind. No cooling off period applies to bookings confirmed after the booking close date and this offer is only valid once per person.

Requests for cancellations and amendments must be made in writing to A Rendezvous for Singles.

In the event of your cancellation, the following cancellation fee applies to your booking.

- If cancellation takes place more than 30 days prior to the start date of the holiday \$100 deposit is non-refundable.
- If cancellation takes place between 30 to 21 days prior to the start date of the holiday 50% of the total booking cost is forfeited.
- If cancellation takes place less than 21 days prior to the start date of the holiday 100% of the total booking cost will be forfeited.

The holiday price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to A Rendezvous for Singles by you, may be recovered from you by A Rendezvous for Singles as a debt due and payable.

18. An amendment fee of \$50 is charged to amendments made after full payment has been received or for any amendments 30 days or less prior to arrival. All amendments are subject to availability.

19. Exclusions

- Airfares and airfare taxes or other travel by road, train or sea to the start and end point of the trip.
- All miscellaneous expenses not itemised in the holiday itinerary are the responsibility of each participant. Such expenses are not the responsibility of A Rendezvous for Singles and include but are not limited to; tipping, spending money, laundry, meals or drinks not included on the itinerary.

20. Any complaint prior to departure must be notified to A Rendezvous for Singles in writing or by email as soon as possible. Any complaint during the trip must be brought to the attention of the main guide as early as possible during your trip and if not resolved to your satisfaction should be notified to A Rendezvous for Singles in writing or by email post trip.

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

The Code of Conduct requires general courtesy and respect be shown towards all participants. 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 main guide on the trip 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 and smoking.
 - 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 any other person or company without the express permission of the participant whose information it is.
 - e. Participants are to refrain from using 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.
22. A Rendezvous for Singles accepts no liability for errors or omissions in the description of the trip and the inclusions that they have promoted.
23. Release and Waiver of Liability
In consideration of A Rendezvous for Singles accepting your booking application and in consideration of you being permitted by A Rendezvous for Singles to join the Holiday:
- you release A Rendezvous for Singles and its officers, employees, agents, tour hosts, tour operators and other representatives from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the holiday and resulting from your personal injury, illness or death or damage to or loss of your property; and
 - you waive any claims you have, or may at any time have, against A Rendezvous for Singles and its employees and agree not to make any claim against or seek any compensation from A Rendezvous for Singles and its employees 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 the holiday. To the extent permitted by law, section 74 of the Trade Practices Act 1974 does not apply to this contract.
- Force Majeure: A Rendezvous for Singles does not guarantee and will not be liable in respect of the itinerary where changes, delays or failure in performance are force majeure, that is, beyond our control. Without limiting, the following shall be regarded as such circumstances: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority, fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service, renovations undertaken by the hotel, strikes, lockouts or boycotts, embargo, blockade. In this respect refunds will not be given where we are not at fault.
24. A Rendezvous for Singles reserves the right to change these terms from time to time.
25. Your booking is governed by New South Wales law and is subject to the exclusive jurisdiction of the New South Wales courts. The booking confirmation and these terms represent the entire agreement between A Rendezvous for Singles and you.
24. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
25. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.
26. Your payment of a deposit for The Holiday constitutes your acceptance in full of the terms and conditions contained in this document.