

## **arendevious travel & leisure**

Travel Agent Licence Number 2TA08183

Member of the Travel Compensation Fund (Fund No.10106)

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## **Booking Terms and Conditions**

These terms govern the bookings made for **Grand Tour of Ireland and Britain** 'The Holiday' made with *arendevious travel & leisure* ("arendevious", "we", "our", "us" and "the agent") Travel Agent Licence No. 2TA08183.

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

Please read carefully the Booking Terms and Conditions and raise any queries before payment of any monies.

Booking Close Date	120 days prior to departure
Final Monies Due Date	70 days prior to departure (Friday 27 May 2011) but for room mate match bookings full payment due 120 days to departure. Room mate bookings confirmed from 120 days prior to departure, subject to availability and only once payment is made in full for the tour price.
Deposit	\$750 per person (minimum \$600 non refundable)
Participant Ages	45 years & over at the time of travel (see 'Age of Participants' for more detail)
Minimum Group Size	16 persons* (see item 11)

### **Definitions**

*Website*: refers to [www.arendevous.com.au](http://www.arendevous.com.au)

*Code of Conduct*: means the Code of Conduct by participants on The Holiday

*Customer/Client*: any persons that has enquired or booked The Holiday.

*Final Monies Due Date*: the date by which all outstanding monies for the holiday must be paid in full.

*Participants/Passengers/Guests*: persons who have booked and paid in full for The Holiday.

*Booking Terms and Conditions*: means the terms and conditions for The Holiday.

### **1. Booking Terms & Conditions**

No contract between you and *arendevious* shall come into existence until you are issued a booking confirmation by email, fax or post and a non-refundable deposit has been paid for The Holiday. All bookings are personal to you and may not be sold, assigned or otherwise transferred.

The payment of a deposit will reserve your booking (subject to availability) only until the final monies due date at which time all outstanding monies for your booking must be paid in full to reserve your place. If any payment due is not received by *arendevious* within 7 days of becoming due, you will be deemed to have cancelled your booking and the cancellation policy under the clause 'cancellation charges' will apply.

The Booking Close Date is not a confirmation of availability and you must wait to receive confirmation of availability from us. It is at our discretion to accept bookings after the booking close date.

In addition to any holiday booking terms and conditions from us, where a third party including but not limited to a tour operator is used to provide The Holiday, bookings will also be subject to the third party's booking terms and conditions.

### **2. Prices**

Prices are quoted at today's rate and are subject to any changes in tour costs, 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. 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 at any time before departure whether your monies are paid in full or not.

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

In addition to any holiday 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 an airfare can vary from the time they are first quoted. They are confirmed at the time that final monies for the airfare are due. There may also be additional taxes at some international and/or domestic airports upon departure which must be paid by you at the point of departure.

Requests for changes to dates of travel for any air ticket provided by us must be made before departure and no less than seven days before your date of travel. No changes will be made by us once you have departed and any such changes should be made directly with the airline.

#### 4. **Payment Methods**

Details of payment methods will be provided with a booking quote. The following fees may be incurred:

Cash payments over the counter to our bank account in excess of \$5000 will incur a bank fee of 0.25% of the total amount deposited. This charge will be added to The Holiday price.

Payment from an overseas bank account (outside of Australia) will incur a bank fee of AU\$35 per transaction. Please advise us if this is your preferred method of payment.

Payment by Credit Card; will incur transaction fees and will be advised with your booking quote. Note: Credit Card transaction fees may vary or in some instances be waived by certain airlines, wholesalers and other service providers.

#### 5. **Cancellation Charges**

A cancellation must be made in writing to *arendezvous*. Each booking is subject to the following cancellation fees plus an additional fee applies to room mate match bookings:

##### **Single Room and Twin Share Room with friend booking**

- Loss of \$600 when cancelled 51 days or more prior to date of departure
- Loss of 45% of total price when cancelled 50 to 29 days prior to date of departure
- Loss of 50% of total price when cancelled 28 to 11 days prior to date of departure
- Loss of 72.5% of total price when cancelled 10 to 6 days prior to date of departure
- All monies non refundable when cancelled 5 days or less prior to date of departure

##### **Room mate match, Twin Share Room booking**

- Loss of \$600 when cancelled 120 days or more prior to date of departure
- All monies non refundable when cancelled 120 days or less prior to date of departure

In the event of your withdrawal from The Holiday after commencement for reasons of illness, you must obtain a medical certificate in support of any insurance claim. We make no representation or guarantees concerning reimbursements of funds paid by you under any insurance claim. The tour price is quoted as a package. No partial refunds or credit will be given for services not used including but not limited to missed meals or sightseeing. Any amount forfeited, which has not then been paid to *arendezvous* by you may be recovered from you by *arendezvous* as a debt due and payable.

**Receipt & Processing of Cancellation Advice:** Where cancellation advice is received during business hours Monday to Friday the next working day is considered the day of receipt. If cancellation advice is received on a weekend or public holiday the next working day is considered the day of receipt.

#### 6. **Amendment & Other Fees**

- a. A \$50 late payment fee is applicable for any payment received after its due date.
- b. A \$50 amendment fee per person per change made once reservations have been confirmed (plus any additional charges incurred by airlines, wholesalers and other service providers).
- c. A \$75 late booking fee may apply for reservations made after the final payment date.
- d. \$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.

#### 7. **Transfers**

If you wish to transfer from one holiday to another, you must send this request in writing to *arendezvous*. On receipt of your transfer request we will inform you of any available options and any transfer fees that apply. We make no guarantee that a transfer is available. Any transfer request may only be made to another tour to commence within 12 months of your original departure date and the minimum following transfer charges will apply:

- Cancellation penalties from third party operators of The Holiday may apply and will be deducted from any monies that are transferred from The Holiday to another tour. These fees will be advised at the time of your request.
- An administration transfer fee of \$75 per person.
- If your notice is received less than 70 days prior to your original departure date a transfer is not possible.

Any transfer from one tour to another is subject to availability and the agreement in writing from us. Please note, the transfer of your place on The Holiday to another person is not permitted.

#### 8. **Payment Default Clause**

- 8.1 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 our sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. At our sole discretion such interest shall compound monthly at the rate quoted.
- 8.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify us from and against all our costs and disbursements including on a solicitor/client basis and in addition all of our nominees costs of collection.

**9. Participant Personal Information**

You agree to the best of your knowledge to accurately provide your personal information including your full name, gender, date of birth, residential address and contact telephone number. Room mate matching is only offered to persons of the same gender and failure to advise your gender correctly may result in a booking cancellation and penalties as per the clause 'cancellation penalties'.

**10. Age of Participants**

The Holiday is available for bookings by persons within the ages defined by The Holiday name. We have the right to make exceptions to this booking term. As a general guide, exceptions will be made when a participant's age is not more than two years outside the nominated age range for the holiday at the time of travel. Other exceptions may be made on a case by case basis and are at our sole discretion. As deemed necessary we have the right to vary the age group of the holiday.

You warrant that you are within the promoted age range at the time of travel. 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 a copy of your photo identification (if requested) is not provided by the final monies due date and the standard cancellation terms apply.

There will be other passengers on this tour that have booked via other channels who may be outside our advertised age group for this tour. Our advertised age group only refers to those participants booked through *arendezvous*.

**11. Cancellation Due to Group Size**

*arendezvous* reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour and in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, travel insurance, passport, medical or vaccination charges, gear purchases, airport and airline taxes). Please check the cancellation policy of travel insurance policies and airfares before purchase. In the case of The Holiday cancellation, you will be notified by seven business days after the final monies due date.

\* Minimum group size of 16 participants refers to participants booked via *arendezvous travel & leisure*. Subject to demand, these places may increase or decrease. There will be other passengers on this tour that have booked via other channels who may or may not be single.

**12. Room Mate Match Service**

When you book a holiday with a room mate request for a twin share room no responsibility is taken by us for the outcome in regard to the personality or characteristics of your match except that you will be matched with a participant of the same gender. Once a room mate is finalised your first name and email address provided on your booking form may be provided to your room mate match prior to departure for the purpose of your introduction to your room mate match. If you do not have an email address, with your permission we will provide your alternative contact details such as a mobile phone number.

Room mate match bookings are not guaranteed and are subject to availability.

Any request to change your booking from a room mate match to a single room booking would be at our discretion and subject to availability. If this change is confirmed additional room costs may apply and these would be advised at the time of reply to your request. Once you have departed on The Holiday changes to your room type and room mate match are not possible.

**13. Twin Share or Triple Share Rooms with a Friend**

In order to secure a booking for a twin share or triple share room with a friend or friends a deposit to the value of two persons for a twin share and three persons for a triple share room must be paid in full. For each person sharing the room a price will be quoted on a per person basis. Should any portion of the total booking value for all persons of a twin share or triple share room not be paid in full, all persons booked to share the room are liable for the outstanding monies due.

The booking information and personal details provided for a twin or triple share room booking with a friend or friends may be provided to all persons booked to share the room.

**14. Tour Participation & Fit to Travel**

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 that they do not require special assistance from us or our tour operator personnel and if special assistance is required they must be accompanied by a person capable of providing the assistance and this travel companion providing assistance must pay the published price for the tour.

We or the tour operator both reserve the right to refuse to carry anyone where it is believed the person cannot cope with the requirements of The Holiday travel and who may require services and facilities that the tour operator cannot guarantee will be available. Passengers agree that they will not hold us or the tour operator 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 we and the tour operator reserve the right to withdraw tour participation 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 we and the tour operator shall be under no liability to any such person for refund, compensation, repatriation or any other matters arising.

The following is a code of conduct that must be observed by all participants:

- 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 wish 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.

Any behaviour contrary to the Code of Conduct may result in your removal from The Holiday.

**15. Tour Leaders**

A tour leader, who also may be referred to as a tour guide, tour director, tour escort or tour host is the person at any time given the task of leading or supervising any aspect of The Holiday. We reserve the right to change, at any time, the nominated tour leader. Any such change will not give rise to any right on your part to cancel The Holiday or claim any expenses, loss or damage which may be suffered.

**16. Inclusions & Exclusions**

The Holiday itinerary details the inclusions. In respect to The Holiday exclusions these are:

- a. Gratuities to Tour Guide or other service personnel (unless specified)
- b. International Airfares (unless specified that they are included with The Holiday package)
- c. Any air departure taxes payable at the point of departure
- d. Optional excursions that may be offered while on The Holiday
- e. Travel Insurance, visa fees and excess baggage
- f. Medical expenses & emergency evacuation and/or emergency search charges
- g. Additional expenses caused by delay, accidents or disruption of planned itineraries
- h. Items of a personal nature such as laundry, postage, phone calls, meals, snacks and drinks not listed on The Holiday itinerary

If you have been satisfied with the services of your Tour Director and Driver, you may wish to express your satisfaction with a gratuity, as is customary on escorted tours throughout the world. As this is a matter of a private and individual nature your gratuity should be sealed in an envelope and given to each one separately at the end of the tour. We would suggest that an average gratuity for your Tour Director would be £3.00 per person per day and for your Driver £2.00 per person per day. This is a guide only and subject to change.

**17. Itineraries, website content and promotional material**

The information contained on our website, in brochures or similar, to the best of our knowledge is correct at the date of publishing. Where deemed necessary and within reason, itineraries and other Holiday information may vary from the original content as circumstances dictate.

**18. Airlines and Other Transport Providers**

In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by *arendezvous* or its tour operators. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of *arendezvous*, or any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

**19. Force Majeure**

If *arendezvous travel & leisure* is prevented either 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 *arendezvous travel & leisure* reasonable control, we will be under no liability whatsoever to you and may, at our option, by written notice to you to cancel the tour.

**20. Travel Documents**

Your passport must be valid for a minimum of six months prior to the arrival home date to Australia. Each individual is responsible for ensuring that all necessary travel documents are current and valid. Each individual is responsible for correctly providing their name as it appears on their passport and failure to do so may result in ticket re-issue fees for any name changes due to omissions or errors.

21. **Travel Insurance**

Travel Insurance is not included in the price of The Holiday. It is highly recommended that travellers take out travel insurance.

22. **Release and Waiver of Liability**

In consideration of *arendezvous travel & leisure* accepting your application:

- You release *arendezvous travel & leisure* and the company A Rendezvous Group Pty Ltd and its officers, employees, agents and other representatives (hereafter "arendezvous 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 arendezvous and its personnel; and
- You waive any claims you have, or may at any time have, against *arendezvous* 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 *arendezvous 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

23. **Disclaimer**

We reserve 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. Places are limited for The Holiday and are allocated on a first come first served basis.

24. **Privacy**

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

- (a) provision of Goods and/or Services by arendezvous, its agents, affiliates, suppliers or distributors including but not limited to; the tour operator, airlines, transport companies and ticketing agents for the holiday.
- (b) marketing of Goods and/or Services by arendezvous, 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 the Customer.
- (e) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.

25. All efforts are made to ensure accuracy for tour details on the website and other information about the tour however we accept no liability for errors or omissions in the description of any hotels, tours or services that are promoted as inclusions for The Holiday.

26. We reserve the right to change these terms from time to time.

27. 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 *arendezvous* and you.

28. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.

29. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.

## TRAFALGAR TOURS Booking Conditions

This Holiday is operated by Trafalgar Tours. When you book the tour you agree to be bound by the tour operator terms and conditions in addition to our booking terms. These are standard terms that apply to all their tours and therefore some terms may not apply to The Holiday you have booked.

### WHAT'S INCLUDED IN THE TOUR PRICE

**Inter-city Travel:** By private motorcoach, trains and ferries (see brochures for further details)

**Touring:** By air-conditioned / air-ventilated motorcoaches. Please note that on some Regional European First Class Tours and London sightseeing, motorcoaches without toilet facilities are used. In the Middle East and South America, air-conditioned / air-ventilated motorcoaches (or minibuses) without toilet facilities are used. If due to circumstances beyond our control coaches are used otherwise than as advertised, a refund of A\$10 per person will be made.

**Trains:** Tours LPRM & PARM use 6-person couchette compartments. Tours LPRS, LPRL, PARS & PARL use 2-berth sleeper compartments.

**Air Transportation:** Air transportation is only included in the Land price when indicated on specific itineraries.

**Hotel Accommodation:** Prices are per person and based on two persons sharing a twin-bedded room with private bath or shower. When booking triple rooms please note that the third bed may be a roll-away provided may vary from those in other parts of the world and are often local in style. 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 US\$350 per room. Quad rooms are only available on Family Experiences tours. Substitute hotels may be used at certain times and will be of similar standard whenever possible. There are a limited number of twin-shared rooms available with our Room Share Service. Passengers who are members of Hotel Frequent Traveller programmes are not entitled to earn points with any of the hotels featured on a Trafalgar tour. Special room requests such as handicapped,

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.

**Tour Director:** Escorted tours are conducted in English only by a professional multi-lingual Tour Director. Our European City Breaks include a Trafalgar Representative in London and Rome only. **Meals:** In-flight meals and snacks are served according to airline policy. Continental or buffet breakfast on all European First Class tours except in Ireland and provincial Britain (not including London) where full national style breakfasts are served. Dinners are included as detailed on itineraries. All meals are included on cruises. In the USA and Canada, Full American breakfasts are served when available. When not available, a Continental breakfast is served. Dinners and lunches are included as detailed on itineraries.

**Sightseeing:** Excursions and entrance fees to places of interest visited as detailed on each itinerary with an English-speaking guide where necessary. **Transfers:** Between airports, hotels, railway stations and piers, where indicated as per times, locations and conditions specified in Trafalgar's brochure. **Porterage:** Baggage handling for one suitcase per person on tour, at hotels, is included in the tour price. Due to limited coach capacity, this single bag should have dimensions not exceeding 30"x18"x10" (76x46x25cm) and weight not exceeding 50 lbs (23kg). A charge of up to US\$5 per travelling day will be collected by the Tour Director if a second piece of baggage is carried, or if the suitcase exceeds the established weight and/or dimensions. However it cannot be guaranteed that more than one suitcase will be carried. Hand luggage should be one piece per person and should be limited in size (not exceeding 30x28x14cm) so as to fit under your coach seat or in the small overhead shelf. These are the responsibility of each tour member and should be taken onto the motorcoach with you. Please note that luggage with telescopic handles and wheels will not fit in the overhead compartments and can therefore not be accepted as carry-on luggage for safety reasons. Porterage at train stations is not included. Trafalgar will not accept liability for any loss or damage to baggage or any of the passenger's belongings. Passengers should report any lost items to the Tour Director who will assist in completing a lost property form that can be used for any insurance claim in this matter. However, Trafalgar cannot assist in locating any lost items once the passenger has returned home.

Airlines may impose stricter weight and size limits for luggage and may also charge fees for checked baggage, including the first checked bag. Please check with your airline(s) directly for baggage regulations and related fees. Trafalgar is not responsible for additional fees imposed by air carriers regarding baggage. **Tips and Taxes:** All tips are included for services on tour provided by dining-room waiters, chambermaids and porters at hotels, airports and docks.

#### **WHAT'S NOT INCLUDED IN THE TOUR PRICE**

Airfares to and from your destination, except where specified, airport taxes and fees; passport and visa fees; airline fees for checked and/or excess baggage; airport transfers except when flying to Europe with Qantas or British Airways when booked through Trafalgar; insurances of all kinds; tips to Tour Directors, motor-coach drivers, local city guides and cruise staff; gratuities on ferries, trains and cruise ships; porterage at train stations; laundry; phone calls; mini-bar; beverages; meals not detailed in the itinerary; optional excursions; and all items of a personal nature. The tour price also does not cover costs and expenses, including 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.

**Airline Seating:** Seat assignment and special meals can be requested at time of booking. Trafalgar cannot guarantee confirmation of preferences. Frequent Flyer miles can be accrued on most air carriers but upgrades using mileage is not permitted. Seating is solely under control of the airline and subject to change up until departure. Flight delays and schedule changes are the sole responsibility of the airline.

#### **RESERVATIONS AND PAYMENT**

Your agent shall, on receipt of any monies, hold such monies for each and every person named in the booking until the booking is confirmed at which times those monies shall be remitted promptly by your Travel Agent to us. All such monies received by us will be deposited as required by law. It is a condition of our confirmation of your booking and acceptance of your deposit in respect of your tour, that all monies paid by you to us through your Travel Agent, whether by way of deposit or otherwise in respect of your tour, may be disbursed by us as and when we see fit or in respect of the services to be provided or fees payable under the tour program, and the payment of a deposit or otherwise for your tour, shall be deemed to be a direction to disburse such monies as aforesaid.

Any special meal requirements will be made on a request basis only. Trafalgar cannot guarantee special meal requests nor will it assume any responsibility or liability if passengers' special meal requests are not fulfilled.

#### **TRAVEL DOCUMENTS**

Travel documents will be sent to you approximately 21 days prior to departure from Australia (providing full payment has been received on time). If you are leaving home earlier please ask your Travel Agent to request your travel documents in good time.

#### **BOOKING CHANGES, CANCELLATIONS AND REFUNDS**

**Airline Flights:** If flight changes are requested after the deposit has been received, or if flights are cancelled, revision fees, change fees or Airline cancellation fees will be applicable and may be in addition to the above cancellation charges.

**REFUNDS AND PENALTIES: Airlines & Airfares:** if a promotional airfare is broken or extended for any reason, an additional cost may be incurred. Airfares are subject to change at any time. Changes to flight itineraries and name changes may result in penalties charged by Trafalgar

and/or the airline concerned passed on to the passenger. Promotionally priced bookings may be subject to additional cancellation or change fees; please refer to specific promotion terms, conditions and restrictions.

## **GENERAL INFORMATION AND CONDITIONS**

**Tour Prices:** Are based on costs, charges, tariffs, rates, prices, taxes, levies and exchange rates as at time brochures went to print. Should these change, the price of your holiday may increase. No surcharges in respect of cost or currency fluctuations will be made once payment for the deposit of your land tour is received. This does not apply to fuel surcharges and any taxes, charges or levies imposed by any government or their agencies. In exchange for these guarantees, no refund will be made if costs are reduced. Please note that if the total tour price increases by more than 10%, passengers will have the right to cancel their tour within 7 days of notification of the surcharge without penalty.

**Tour Participation:** Children under 5 years of age are ineligible on coach tours. Children under 8 years of age are ineligible on River Cruises. Children under 18 years of age must be accompanied by an adult. Passengers with disabilities are welcome on Trafalgar's tours provided they are accompanied by a companion capable of providing all necessary assistance, and do not require special assistance from Trafalgar personnel. Trafalgar reserves the right to refuse to carry anyone if it is felt the individual cannot cope with the requirements of coach tour travel and who may require services and facilities that Trafalgar cannot guarantee will be available. You agree to not hold the Trafalgar group of companies responsible for any decision made by any of them or any service provider to refuse to carry you, provide any facilities or accommodation to you or to provide any service to you.

For the benefit of all tour members, Trafalgar reserves the right to accept or reject, or remove any tour member whose conduct is considered to be incompatible with the interests of other tour members. Trafalgar is not responsible for any costs incurred if we have to terminate a tour member's tour due to unacceptable behaviour.

Pets are not permitted on Trafalgar trips.

**Young Traveller 5 to 17 years discount:** A child or teen under the age of 18 must be accompanied by an adult. The young traveller must be the specified age at the time of travel to be eligible for a 10% discount and is limited to one young traveller discount per room. This discount cannot be combined with our Travel with Friends discount.

**Itinerary Variations:** Trafalgar constantly strives to improve tour itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary - we reserve the right to vary itineraries and to substitute hotels. At certain peak periods duplicate departures may operate, and sometimes in reverse order in which case hotels may vary from those stated on the itinerary pages. Trade fairs or other events occasionally cause changes from scheduled hotels. In these and in other cases substitute hotels may be used and will be of a similar standard and location whenever possible. On tours that include cruises the ship may be changed due to operational reasons. Ports of call on Mediterranean cruises may be curtailed if weather conditions do not permit docking. On tours that include cruises the ship may be changed due to operational reasons.

**Holidays & Changes:** During local or national holidays abroad, certain facilities such as museums, sightseeing tours and shopping may be limited. In such instances, and whenever possible, slight itinerary changes are made by Trafalgar Tours to minimize inconvenience to our passengers. If however, you feel your enjoyment might be diminished by such minor limitations, please check with the respective national tourist office before selecting a specific departure. Similarly, holidays, closing days and other circumstances may necessitate a change of the day of the week for scheduled highlight dinners, sightseeing or other activities.

**Extended Stays:** If you have arranged with us extra night accommodation at a destination before or after your tour, please understand your stay will be at your sole expense as is the transfer from or to the airport. Regrettably, Trafalgar cannot provide free transfers in any European city to either the hotel or airport for passengers booking extra night accommodation before or after their tour. Please also be aware that if your extra night hotel is not the hotel where your tour begins, you will be responsible for your own transfer arrangements at your own expense. Additional transfers can be purchased from Trafalgar (see brochures for further details or your travel agent).

**Extensions/Land tours on River Cruises:** Trafalgar reserves the right to reschedule and/or cancel land extensions or land tours if the minimum number of participants (20 people) is not reached or for safety reasons. If you cancel a pre or post extension ninety (90) days or less before departure, penalties as shown on the cancellation scale will apply to the price of the extension.

**Arrivals and Departures:** It is essential to allow at least one day before and after your tour if you are joining your Trafalgar tour in London (see brochures for further details or your travel agent).

**For your comfort:** Trafalgar operate a daily seat rotation system and particular seats on coaches cannot be booked. Also there is a strict non-smoking policy on board coaches; however, regular comfort stops are made on travelling days.

**Tour Cancellation:** Trafalgar reserves the right to cancel or re-schedule any tour departure in accordance with operating requirements or circumstances beyond its control. Trafalgar is not responsible for any other travel arrangement affected due to our cancellations.

**Single Travellers:** for single travellers purchasing the Twin Share option, please note that there is a no smoking policy in all shared rooms.

**Travel Insurance:** Trafalgar recommends that all passengers purchase comprehensive travel insurance. Certain countries have a requirement for foreign visitors to have valid medical insurance on entry. Trafalgar cannot be held responsible if a passenger is denied entry for being unable to provide details to the authorities of such insurance.

**Complaints procedure:** Should you have a complaint in respect of your holiday, you should inform your Tour Director/Representative immediately. If the matter cannot be resolved after the Tour Director's/Representative's best endeavours to do so during the holiday, your complaint can be made in writing to your local Trafalgar office.

### **Responsibility**

Trafalgar Tours (Bermuda) Limited, (Destination America Inc for USA & Canada), Trafalgar Operations Limited, Brendan Worldwide Vacations (South America) and Uniworld S.A (River Cruises & China) referred to as the Operators, are the agents for Trafalgar Tours International Ltd., who have empowered the Operators on its behalf to undertake the following duties:

1. The Operators shall be responsible to the passenger for supplying the services and accommodations described in Trafalgar's brochure and on Trafalgar's website, except where such services cannot be supplied or the itinerary used is changed due to delays or other causes of whatever kind or nature beyond the control of the Operators. In such circumstances, the Operators will do their best to supply comparable services, accommodations and itineraries and there shall be no refund in this connection.
2. This website represents the entire agreement between the passenger and the above mentioned Operators.
3. In the absence of their own negligence, neither the Operators nor their agents or co-operating organizations shall be responsible for any cancellations or for acts of any other service providers concerned, diversions or substitution of equipment of any act, variations, postponements, omission or default whatsoever by air carriers, land carriers, hoteliers or hotels, transportation companies, or any other persons providing any of the services and accommodations to passengers including any results thereof, such as changes in services, accommodations or facilities necessitated by same. Nor shall they be liable for any loss or damage to baggage or property, or for injury, illness or death, or for any damages or claims whatsoever arising from loss, negligence or delay from the act, error, omission default or negligence of any person not its direct employee or under its exclusive control, including any act, error, omission, default, or negligence of any country, government or governmental authority, officer or employee. **All baggage and personal effects are at all times and in all circumstances at the risk of the participant.** Baggage cover is recommended. The Carriers, accommodation and other suppliers providing services are independent contractors and are not agents, employees, servants or joint ventures of the operators or their affiliates. All certificates and other travel documents for services issued by the operators are subject to the terms and conditions specified by the carriers and suppliers and to the laws of the countries in which the services are supplied. Carriage by sea is subject to the Carrier's Conditions of Carriage, which are expressly incorporated into this contract, copies of which are available upon request. The Operators are not responsible for any criminal conduct by third parties.
4. Where the passenger occupies a motorcoach seat fitted with a safety belt, neither the Operators nor their agents or co-operating organisations or service providers concerned will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such accident or incident.
5. Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on board planes, transportation or conveyances. We rely on international conventions which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions that may apply include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to passengers and luggage. Enrolment in and payment for a tour, shall constitute agreement and acceptance by the passenger of the terms and conditions set forth in our brochure which cannot be varied except in writing by an officer of the Company.
6. Trafalgar Tours (Aust) Pty Ltd. is only responsible for the services of reservations and ticketing. It does not accept any responsibility or liability for any of the acts, omissions or defaults, whether negligent or otherwise, of its principle Trafalgar Tours International Ltd., or any of the companies of the Trafalgar group of companies. All matters arising in relation to the services provided by Trafalgar Tours (Aust) Pty Ltd., but not in respect of other things, are subject to the law of the State of New South Wales.
7. In the case of computer or human billing error we reserve the right to re-invoice passengers with correct billing.
8. Every effort is made to ensure brochure and website accuracy, however Trafalgar cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

All bookings made with any provider of any transport, facilities, meals, other goods or of any services are subject to the terms and conditions imposed by them in relation to matters not covered particularly and expressly by our agreement with any of the above-mentioned Operators in the Trafalgar group of companies.

If you decide that you do not want to visit a country or part of a country you intended to visit because of any law, condition or requirement of any government authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees.

None of the companies in the Trafalgar group of companies, or any of their servants or agents, accept any responsibility or liability for your acts, omissions, defaults, conduct, state of health, condition or circumstances.

**OTHER CONDITIONS:** It is your responsibility to comply with the terms, conditions or requirements of any service provider, or any country or governmental authorities, or to bear any costs or losses incurred as a consequence of you not complying with them.

Booking Arrangements: Your booking arrangements are to be made by you or your Travel Agent and the person affecting the booking shall be deemed to have accepted the booking conditions.