

Perth to Margaret River to Pemberton, WA 'for singles travellers' (50 years & over)

The above mentioned Holiday is operated exclusively for A Rendezvous for Singles by Expanding Horizons (Aust) Pty Ltd. Your booking for the Holiday is with Expanding Horizons (Aust) Pty Ltd ("we", "us" and "our") ABN 68 008 119 926, License T/A 247. Correspondence should be addressed to the holiday promoter, 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	17 August 2010 or before if places on The Holiday sell out.
Final Payment Date	Tuesday 17 August 2010
Early Bird Close Date	Monday 17 May 2010
Group Size	Minimum 10 / Maximum 24
Deposit	\$500 (a minimum of \$250 is non-refundable)
Participant Ages	50 years & over

Definitions

Terms and Conditions

Means the terms and conditions for the Holiday.

Code of Conduct

Means the Code of Conduct for the Holiday

Early Bird

Refers to the promotional price offered to persons booked with a deposit paid by the Early Bird Close Date.

The Holiday

Perth to Margaret River to Pemberton, WA 'for single travellers'

Participant/s

Persons who have booked and paid for The Holiday.

Terms and Conditions including The Code of Conduct

1. No contract between you and Expanding Horizons shall come into existence until the holiday promoter, A Rendezvous for Singles issues, on our behalf, a booking reply by email, fax or post and we receive your deposit in full. The payment of a deposit will reserve your booking (subject to availability) only until the final payment date. After the final payment date all monies due for The Holiday must be paid in full to finalise and confirm your booking. 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 and any monies paid could be forfeited.
2. 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.
3. Payment of a deposit does not constitute a booking reservation until you have received advice from The Holiday promoter, A Rendezvous for Singles that your reservation is confirmed. 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 our discretion to accept bookings after the bookings close date.
4. When your booking request is not available if an alternative booking type is available it will be offered and they could vary in standard and price. It is at your discretion if you would like to book an alternative.
5. Prices are shown in Australian Dollars.
6. Fees and Charges

Deposit: To secure your booking a non-refundable deposit per person must be paid.

Room Mate Matching Fee: A room mate matching service fee of \$35 per person applies

Amendment Fee: \$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.

Late Payment; Late payment of monies outstanding will incur a \$33 penalty fee.

7. Ages of Participants and Photo Identification

The Holiday is available to persons aged within the ages defined by the holiday. You agree to provide a copy of photo identification to confirm your age, if requested by us or A Rendezvous for Singles. 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. 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.

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 and charges as defined by the cancellation notice period applies to any monies you have paid.

8 Room Mate Match Service.

The Room Mate Match service is managed by A Rendezvous for Singles and all communications about the Room Mate Match service are to be directed to A Rendezvous for Singles. When you book a holiday with a room mate request for a twin share room 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 match is confirmed 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.

Once a room mate match is confirmed any request to change your booking from a room mate match to a single room booking will be at our discretion. Additional room costs could apply and these would be advised at the time of our reply to your request to change to a single room. You understand that once the holiday has commenced that changes to your booking including your room type are not possible.

If we are unable to match you with a room mate we will let you know by the booking close date and provide the option for you to revise your booking to a single room at the single room rate, subject to room availability.

9. Group Size

In the circumstance that the holiday does not confirm the minimum number of fully paid guests by the Final Payment Date, we reserve the right to cancel the Holiday or is at our discretion to operate the tour with less than the minimum group size. In the case of tour cancellation, you will be notified within seven business days after the final payment date and all monies paid by you will be refunded in full. We will not be liable for any monies paid for air tickets or other travel arrangements, other hotel or accommodation arrangements, any travel insurance policies or other products or services connected with meeting this Holiday that you have purchased. Please check the cancellation policy of all other products and services before you make a purchase.

10. The holiday package includes:

- 8 nights accommodation
- Meals: 8 full breakfasts, 3 lunches and 3 dinners
- All touring as per the itinerary
- A professional coach captain

11. Twin Share Booking with a friend

To secure a booking for a twin share room with a friend, a payment equivalent to two (2) deposits must be paid in full and the general payment terms. Each person is responsible for all monies due if the other person defaults on their payments. The booking information and personal details provided on the booking form for a twin share room booking with a friend is made available to both (any) persons on the booking form.

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

- i. A Rendezvous for Singles
- ii. Suppliers of the holiday including but not limited to Hilton International Adelaide & Captain Cook Cruises management and staff responsible for fulfilling your booking.
- iii. 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.

- iv. Circumstances where the information is required to be disclosed by law.
13. Passport, visa and health requirements for you and your party are your responsibility.
14. Cancellations of confirmed bookings are subject to the following conditions:
- 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 the value of your booking.
- 31 days or less prior to arrival: 100% loss of the monies for total value of booking.
 - 32 – 45 days prior to arrival: Loss of 75% of the monies for total value of booking.
 - 46 – 59 days prior to arrival: Loss of \$500
 - 60 days or more prior to arrival: Loss of \$250
15. Exclusions
- Airfares and airfare taxes or other travel by road, train or sea to and from Perth are not included and are the responsibility of the passenger. It is the responsibility of each passenger to make their own arrangements for travel to the hotel.
 - Travel insurance
 - All miscellaneous expenses not itemised in the holiday itinerary are the responsibility of each participant. Such expenses are not our responsibility and include but are not limited to; tipping, spending money, laundry, meals or drinks not included on the itinerary and optional activities.
16. Default Clause
- If the Customer defaults in payment of any invoice when due, the Customer shall indemnify us from and against all the costs and disbursements including our solicitor to collect the monies outstanding.
17. Any complaint prior to departure must be notified to A Rendezvous for Singles or to us in writing or by email as soon as possible. Any complaint during the stay regarding the holiday must be brought to the attention of your coach captain as soon as possible during your holiday and if not resolved to your satisfaction should be notified to A Rendezvous for Singles or us in writing after your holiday and not more than 30 days after the Holiday has finished.
18. YOUR 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 general courtesy and respect be considered for 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 holiday host or company representative 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 other participants of the event group 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.
19. We accept no liability for errors or omissions in the description of hotel or other holiday inclusions that have been promoted.
20. Release and Waiver of Liability
- In consideration of us accepting your booking application and in consideration of you being permitted by us to join the Holiday:

- you release Expanding Horizons (Aust) Pty Ltd and its officers, employees, agents, tour hosts and other representatives from all cost, liability, loss or damage incurred or suffered by you directly or indirectly during the course of the tour and resulting from your personal injury, illness or death or damage to or loss of your property unless caused by the wilful negligence or wrongful act on our behalf or our employees; and
 - you waive any claims you have, or may at any time have, against us and our employees and not to make any claim against or seek any compensation from us 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.
21. 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. 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 us. Places are limited for holidays and are allocated on a first come first served basis.
 22. To the extent permitted in law, all conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and these terms shall apply in their place.
 23. We do 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 full refunds will not be given where we are not at fault.
 24. We reserve the right to change these terms from time to time.
 25. Your booking is governed by South Australian law and is subject to the exclusive jurisdiction of the South Australian courts. The booking confirmation and these terms represent the entire agreement between us and you.
 26. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
 27. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.

Your payment of a deposit for The Holiday constitutes your acceptance in full of the terms and conditions contained in this document.