

These terms govern the bookings made for Mystic India (45 years & over) 'The Holiday' made with AsiaQuest Tours ("we", "our", "us" and 'the agent') ABN 80745382672 Licensed Travel Agent (Lic. No. 2TA5715) providing this holiday to members and guests of *A Rendezvous for Singles* ("A Rendezvous").

All correspondence and booking contact should be addressed to the holiday promoter A Rendezvous for Singles by email to 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 for more details.

BOOKING TERMS & CONDITIONS

You must read and understand the following terms & conditions before booking the tour with AsiaQuest Tours. Terms and conditions of liability under which the tour operates are detailed below and the payment of the deposit or tour cost represents acceptance by the purchaser.

Booking a Tour/Trip: A deposit of \$AUD300.00 per person to be included with the signed booking form. We will confirm your booking for the trip/tour of your choice. All payments should be made out in the name of ASIAQUEST TOURS.

Final Payment: The balance owing on your trip/tour is to be paid by cheque, cash or bank draft made out to ASIAQUEST TOURS 60 days prior to your departure date.

Amendment Fees: Any amendment made to a confirmed tour or itinerary will result in an amendment fee of \$50.00 per person. Transferring from one tour to another tour will incur a \$150.00 fee per person.

International Airfares: Most of our tours fly with Singapore Airlines departing from Sydney, Melbourne, Perth, Brisbane & Adelaide. Any of our tours flying with Thai Airways depart from Sydney, Melbourne, Brisbane & Perth only. Please note that passengers departing from Brisbane and Perth on tours flying with Thai Airways may have to pay for an extra night's accommodation in Bangkok, if there is no connecting flight. Adelaide passengers on any tour must fly with Singapore Airlines, as Thai Airways does not depart from Adelaide.

Breaking Journey: Tour costs specified in the brochure are based on passengers travelling from & returning to Australia as per the set departure & return dates. Any changes to flight itineraries in Australia or overseas will incur a fee of \$150.00 per person.

Cancellations & Refunds: Cancellation fees will apply as per airlines' tariff regulations & vary depending upon the airfares purchased by the traveller. Once we receive confirmation of tour cancellation in writing, we will refund the amount you have paid less cancellation fees, based on tour departure dates as follows:

- Cancellation more than 60 days before departure, \$150 per person.
- Cancellation less than 60 days before departure, loss of full deposit.
- Cancellation less than 55 days before departure, loss of 50% of tour cost.
- Cancellation less than 49 days before departure, NO refund.

Please note that a cancellation will only be acknowledged when it is received in writing.

Cancellation by ASIAQUEST TOURS: If there are too few people booked on a particular tour, ASIAQUEST TOURS reserves the right to cancel the trip/tour at any time. In this case, the amount paid by passengers to ASIAQUEST TOURS will be fully refunded.

Tour Cost & Duration: All tour prices in this brochure are quoted in Australian dollars and include tour preparation, operation and marketing costs as of April 2009. All prices in this brochure are

current at the time of printing, but are subject to change without notice. The duration of each tour includes day of departure and day of return.

Relevant Travel Documents: All clients must have valid passports with at least 6 months validity remaining after the tour return date. All Australian passport holders require a visa for Vietnam, Cambodia, Laos, Myanmar, China and India. Please note that Australian passport holders do not require a visa for Thailand. Foreign passport holders may incur an extra cost for arranging visas. It is required that you send/deliver your passport to ASIAQUEST TOURS at least 60 days prior to your departure date in order for us to arrange relevant visas. Your final documents will be mailed to you or to your travel agent a fortnight before your departure date. Failure to provide your passport in time may result in delays in returning your passport back to you.

Health & Insurance: It is compulsory for all travellers to be in good physical & mental health. Vietnam, Cambodia, Laos, Thailand, Myanmar, China & India do not have facilities to accommodate wheel chairs or physically challenged clients. Please ensure that you select a suitable holiday for your level of fitness as walking, boarding and disembarking coaches and boats and climbing monument stairs are required at many places. ASIAQUEST TOURS strongly recommends that you visit your doctor & dentist prior to your departure. It is also a condition of trip/tour confirmation that each passenger obtains an appropriate standard of travel insurance that covers him/her for the duration of the tour in case of medical injury, illness, death, loss of baggage and personal items, cancellations & curtailment.

Clients will not be permitted to embark upon a tour or continue travelling on a tour if, in the opinion of ASIAQUEST TOURS or any of its representatives, their mental health or physical condition renders them incapable of caring for themselves or causes them to be objectionable to other clients or a potential hazard to themselves or other clients. ASIAQUEST TOURS will not be responsible for expenses resulting in such persons being precluded from completing the tour for any such reason.

Share Accommodation: Single travellers have a choice of paying a single supplement or sharing a room with someone of the same gender. Where a single client wishes to share accommodation with a fellow single client on any of our tours, we will make every effort to arrange this. ASIAQUEST TOURS accepts no responsibility for the suitability of the rooming partner. If at any time during the tour a client considers their rooming partner to be unsuitable, ASIAQUEST TOURS will endeavor to arrange a single room AT EXTRA COST, subject to availability in the same hotel.

Single Supplement: If we are unable to find a rooming partner of the same gender, ASIAQUEST TOURS will pay the single supplement charge for hotel rooms. However, please note that the single supplement option is not available on rail journeys and boat cruises in Indochina, China and India. The single supplement component of the cost is specified for each tour. It should be noted that, in some cases, single rooms are smaller than twin rooms. If passenger prefers to stay in single room in that case passenger will have to pay a single supplement cost.

Unused Portion of Tour: Please note that, if a client cannot or chooses not to continue the tour for medical/family/personal or any other reasons, no refunds will be made to the client by ASIAQUEST TOURS for the unused portion of the tour/journey.

Advice on Overseas Travel: We strongly recommend that, prior to making your booking, you review & familiarise yourself with the travel advisory service provided by the Department of Foreign Affairs and Trade by visiting their website (www.smarttraveller.gov.au) or by calling 1300 555 135.

Tour Cost: The cost of each tour is based on current international exchange rates as of April 2009. ASIAQUEST TOURS reserves the right to adjust the cost in order to take into account exchange fluctuations prior to tour confirmation or any changes in international airport taxes, ground arrangements and/or fuel levy surcharges.

Possible Changes or Delays: A number of factors may affect our planned itinerary. While we will

make every effort to operate according to plan, ASIAQUEST TOURS reserves the right to alter itineraries at short notice in the interest of the traveller, the local people or the environment. ASIAQUEST TOURS will not be held responsible for changes to itineraries resulting from actions taken by international or domestic air carriers, cruise operators or railway operators for whatever reason.

Special Requirements: Any special requirements must be brought to the attention of ASIAQUEST TOURS by the client at the time of booking a tour/trip.

Complaints or Claims: In case the client is not satisfied with the tour at any time, he/she hereby agrees to inform the local guide or tour escort immediately so prompt action can be taken to resolve the problem. If actions taken by tour escort or guide still do not result in client satisfaction, the passenger agrees to contact ASIAQUEST TOURS in Sydney by telephone or fax. If the client is still not satisfied at the completion of the tour, then he/she agrees to provide details in writing to ASIAQUEST TOURS within 15 days of returning home.

Law of Contract and Responsibilities: When booking with ASIAQUEST TOURS I/WE are aware that the proposed tour, in addition to usual inherent dangers and risks, has certain additional dangers and risks. These may include: physical exertion for which I/WE may not be prepared, weather extremes subject to sudden and unexpected changes, remoteness from normal medical and emergency services and evacuation difficulties.

I acknowledge that the enjoyment, excitement and personal development potential of the proposed tour (being reasons for my participation) are derived in part from its inherent risks. I accept all the risks of the proposed tour and the possibility of personal injury, illness, death, property damage or loss resulting from my participation. I agree that should I suffer any personal injury, illness, death, property damage or loss, then ASIAQUEST TOURS or any of its staff may on my behalf and at my cost, arrange such medical treatment, evacuation or other assistance as they consider appropriate.

I also agree that any liability on ASIAQUEST TOURS is limited to a maximum tour cost. By entering into this agreement I am not relying on any oral, written or visual representations or statement by ASIAQUEST TOURS or its staff & licensors or any other inducement or coercion to participate in the tour. I confirm that I have read & understood this agreement prior to signing it. This agreement shall be subjected to the laws of New South Wales & I submit to the non-exclusive jurisdiction of the courts of NSW