

Terms for Port Douglas Getaway 'for singles'

These terms govern bookings made for the **Port Douglas Getaway 'for singles' (50 years & over)** 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	Thursday 2 April 2009 or before if places on The Holiday sell out.
Final Payment Date	Thursday 2 April 2009
Early Bird Close Date	Wednesday 4 February 2009 or before if the offer sells out
Group Size Minimum	18 (see item 13 for details)
Deposit	\$550.00 of which \$300 is non-refundable. (see item 17 for details)
Room Mate Match Guarantee Date	4 February 2009
Participant Ages	50 years & over (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 when we issue a booking confirmation in writing to you and following this, you pay a deposit in full by the booking close date and have paid all monies in full by the final payment date.

Early Bird

Refers to the promotional price offered to the first 18 persons booked with a deposit paid by the Early Bird Close Date or before if places sell out.

Hotel

Rydges Sabaya, Port Douglas, Queensland

Participants/Customer/Client

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

Room Mate Match Guarantee Date

Guarantees a room mate match for all those persons booked with a deposit paid by the Early Bird Close Date. If a room mate can not be provided a single room will be provided at no additional cost.

Terms and Conditions including the Code of Conduct

1. No contract between you and A Rendezvous for Singles shall come into existence until A Rendezvous for Singles issues a booking confirmation 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 deadline.
2. Payment in full by the final payment deadline is required to finalise your booking and should be made to A Rendezvous for Singles. 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.
3. Where A Rendezvous for Singles is unable to confirm your booking request due to no availability of the room type you booked, if alternative room types are available they will be offered and they could vary in standard and price. It is at your discretion if you would like to book an alternative room type at a different price.

4. 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.
5. Prices are shown in Australian Dollars.
6. 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.
7. We are not responsible for any travel arrangements, whether by air, road, train or sea and are the responsibility of each customer.

8. **Payments**

Each booking is subject to the following terms:

To secure your booking a \$550 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.

Room Mate Matching & Fee

All requests for a room mate match are guaranteed for bookings confirmed with a deposit payment by the room mate match guarantee date. A room mate matching service fee of \$35 per person applies. For bookings confirmed with a deposit after the room mate match guaranteed date, room mate matches are subject to availability and if not available a single room will be offered, subject to availability at the cost published on the website. If you do not wish to alter your booking to a single room your deposit and any other payments you have made will be refunded.

Early Bird

To receive the early bird price a booking form must be completed and a deposit as per the early bird terms stated above.

Late Payment

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

9. **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. 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.

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.

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.

10. **Gender & Room Mate Match Service**

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.

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 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.

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

The room mate match service is guaranteed until the early bird close date. After this date, there is no guarantee and 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.

11. The holiday package includes:

- Four nights accommodation at Rydges Sabaya, Port Douglas, Queensland, Australia.
- Four buffet breakfasts (hot and cold)
- Four dinners
- Night 1: house wine, beer or softdrink included with dinner (two hours)
- Nights 2, 3, 4: one glass of house wine, beer or soft drink with each dinner included.
- A visit to Mossman Gorge with a picnic lunch
- A sunset river cruise
- A group host from A Rendezvous for Singles (subject to terms as per item 13)
- The room mate matching service*
- Portage on arrival and departure and taxes

* see item 10 for details.

12. **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 as per item 8 apply. The person who makes the booking accepts the booking terms and conditions for their friend nominated in the booking form and is responsible for all monies due. The booking information and personal details provided on the booking form is made available to both (any) persons on the booking form.

13. 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 inclusion of the 'tour host' and you will be notified by email of the change.

14. The hotel star rating is provided by the hotel. It is not a guarantee or warranty of any kind by A Rendezvous for Singles

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 including but not limited to the hotel management and staff responsible for fulfilling your booking.
- 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 48 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 48 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. Cancellations notified directly to the hotel will not be effective.

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

- If cancellation takes place more than 60 days prior to the start date of the holiday, \$300 will be forfeited.
- If cancellation takes place between 46 to 60 days prior to the start date of the holiday \$550 will be forfeited.
- If cancellation takes place between 31 to 45 days prior to the start date of the holiday 75% of the price will be forfeited.
- If cancellation takes place 30 days or less prior to the start date of the holiday 100% of the price 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[^] 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.
 - 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 and optional activities.
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 stay regarding the holiday and including the hotel must be brought to the attention of the hotel as early as possible during your stay and if not resolved to your satisfaction should be notified to A Rendezvous for Singles in writing.
21. **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.
22. A Rendezvous for Singles accepts no liability for errors or omissions in the description of hotel or other holiday 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 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 unless caused by the wilful negligence or wrongful act of A Rendezvous for Singles and its employees; 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 full 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 Victorian law and is subject to the exclusive jurisdiction of the Victorian courts. The booking confirmation and these terms represent the entire agreement between A Rendezvous for Singles 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.
28. Your payment of a deposit for The Holiday constitutes your acceptance in full of the terms and conditions contained in this document.