

Holidays 'for singles'

Provided exclusively for A Rendezvous for Singles
by Travelling Fit

Booking Terms and Conditions

These terms govern the bookings made for Red Centre, NT 'for singles' (45 years & over) 'The Holiday' made with **Travelling Fit** ("we" and "our") ABN 49 641 402 174. Travelling Fit is the Licensed Travel Agent (License No. 2TA06522) providing this holiday exclusively for **A Rendezvous for Singles** and the holiday tour operator is AAT Kings.

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

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, Tel: 1300 653 692 or otherwise to Travelling Fit by email to justforsingles@travellingfit.com or by post to PO Box 583 Terrigal NSW 2260.

Tour Dates	6 – 11 August 2009
Booking Close Date	22 June 2009.
Final Payment Date	After 2 June 2009, full payment required to confirm your booking.
Group Size Minimum	6
Group Size Maximum	21
Deposit	\$350 per person
Participant Ages	45 years and over at the time of travel (see item 7 for more detail)

Definitions

A Rendezvous for Singles:

Refers to A Rendezvous for Singles or www.arendezvous.com.au, an Australian company that promotes various singles holidays.

Code of Conduct:

Means the Code of Conduct for the Holiday

Final Payment Date:

The date by which all outstanding monies for the holiday must be paid in full.

Participants or Guests:

All persons who have booked and paid for The Holiday.

Room Mate Matching Service:

Refers to the service provided by A Rendezvous for Singles whereby single travellers who request to share a room with another participant of the same gender will be matched with another participant who requests to be room mate matched in the same requested room type, in order that each participant can take advantage of the twin share room rate.

Terms and Conditions:

Means the terms and conditions for the Holiday

1. Booking Terms

No contract between you and Travelling Fit shall come into existence until you are issued a booking confirmation on our behalf by the holiday promoter, A Rendezvous for Singles by email, fax or post and payment in full has been received.

The payment of a deposit will reserve your booking (subject to availability) only until full payment is received and no later than the final payment date. 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 the discretion of Travelling Fit to accept bookings after the bookings close date.

2. Prices

Prices are quoted in Australian Dollars at today's rate and are subject to any changes in 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. Therefore should any of these costs change a surcharge may be made on the price of the holiday. If the price of the tour increases by more than 10% passengers will have the right to cancel within 7 days of notification of the surcharge without penalty.

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, up to 2.0% of the value of the tour price (not including airfares) at anytime before departure whether your monies are paid in full or not.

3. Airfares and Airport/Security Taxes

In addition to any booking terms and conditions from us, any airfares provided by Travelling Fit will also be subject to airline booking terms and conditions and these will be in addition to these terms and provided separately.

Any requests for changes to dates of travel should be made 14 days prior to making final payment. Changes made after this time will incur an amendment fee in addition to any other fees applicable. Request for changes to dates of travel for any air ticket provided by us must be made before departure and no less than 7 days before the date of travel. No changes will be made by us once departed.

4. Deposit and Other Payments

Each participant is subject to a non-refundable deposit per person to confirm a place on the Holiday.

Participants who request a room mate matching service must pay the deposit prior to a room mate match being confirmed.

5. Payment Methods

Cheque or money order made payable to TRAVELLING FIT.

Electronic transfers and direct deposits at a National Australia Bank

Payment by Credit Card; will incur a transaction fee as follows:

- For standard Visa or MasterCard credit cards add 0.9% to the total payment.
- For corporate/platinum Visa or MasterCard add 2.10% to the total payment.
- American Express add 3.08% to the total payment.
- Diners add 2.89% to the total payment

Note: Credit Card transaction fees may vary or in some instances be waived by certain airlines, wholesalers and other service providers.

6. Cancellation Charges

A cancellation must be made in writing to A Rendezvous for Singles or Travelling Fit.

Each booking is subject to the following cancellation fees:

- Loss of non refundable deposit when cancelled more than 60 days prior to date of departure.
- Loss of 25% of total price when cancelled 60 - 45 days prior to date of departure
- Loss of 50% of total price when cancelled 44 - 30 days prior to date of departure
- All monies non refundable when cancelled 29 days or less prior to date of departure

7. Illness or Absenteeism

In the event of your withdrawal from the tour after commencement for reasons of illness, you must obtain a medical certificate in support of any insurance claim. We regret that no refunds can be made for absences from a tour, including but not limited to missed meals or sightseeing. We make no representation or guarantees concerning reimbursements of funds paid by you under any insurance claim.

8. Age of Participants

The Holiday is available for bookings by persons aged within the ages defined by the holiday name and as published by the holiday website and other promotional material. You warrant that you are within the age range at the time of travel. All bookings are personal to you and may not be sold, assigned or otherwise transferred. You agree to provide a copy of photo identification to confirm your age, if requested by us or A Rendezvous for Singles. Travelling Fit has the right to cancel your booking if they do not receive a copy of your photo identification (if requested) by the final payment deadline.

Travelling Fit has the right to make exceptions to this booking term by special request. 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.

9. Group Size & Tour Cancellation

In the circumstance that the holiday does not confirm the minimum number of fully paid guests by the Final Payment Date,

Travelling Fit will advise you that the minimum tour numbers have not been reached.

You will be provided with two options;

- A) to retain your booking and complete the tour knowing that our group numbers have not been met but that you will be on the tour with other travellers who have not booked with the A Rendezvous for Singles group.
- B) to cancel your booking and receive a full refund of all monies paid.

Furthermore, we also have the right to cancel the tour and this would supersede the two options 8A and 8B above. In all outcomes, you will be notified within five business days following the final booking date.

Please note that we do not incur any liability for airfares purchased by other travel agents or clients online via the internet. In the unlikely event that a tour is cancelled, we cannot be held responsible for airfare conditions when the airfare is purchased via the internet with companies or other travel agents other than Travelling Fit. All such risk, loss and expense must be borne by the client.

10. Genders of Participants & Room Mate Match Service

The Room Mate Service is managed on our behalf by A Rendezvous for Singles and all communications about the room mate service are to be directed to A Rendezvous for Singles.

When you book a holiday with a room mate request for a twin share, no responsibility is taken by us or A Rendezvous for Singles or 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 A Rendezvous for Singles your name and email address will be provided to your room mate match prior to departure for the purpose of your introduction to your room mate match for this holiday. If you do not have an email address this service will not be available.

Once a room mate match is confirmed and you have fully paid for your holiday and prior to departure, any request to change your booking from a room mate match to a single room booking would be at our discretion in consultation with A Rendezvous for Singles. If this change is confirmed additional room costs may apply and these would be advised at the time of reply to your request. You understand that once you have departed and are on tour that changes to your booking including your room type and room mate match are not possible.

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 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.

12. Fit to Travel Requirement

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.

13. What to bring

We recommend casual, lightweight, drip-dry clothing, with some warmer articles for the evenings and cooler days. For the winter months, a warm jacket is recommended. Pack shorts, pullover, several changes of underwear and socks, rubber-soled walking shoes, swimsuit, towel, sleeping clothes and waterproof jacket. Do not forget your hat, camera, film, sunglasses, insect repellent, sunscreen, toilet requisites and a flask for drinking water. Regular laundry facilities are available en route.

14. Fees

- \$120 will apply for reservations made within 30 days of the holiday commencing.
- \$50 late payment fee per person for payments received after the due date.
- Any changes made 14 days or less prior to making final payment or after final payment will incur a \$100 late amendment fee in addition to any other fees applicable and all changes are subject to availability.
- Room mate matching service fee of \$35 per person.

15. Tour (Land Only) Inclusions & Exclusions

We reserve the right to vary the itinerary should circumstances dictate.

Inclusions or exclusions for any international flights purchased with Travelling Fit are not included below. The details below are for the land only component of the holiday.

ACCOMMODATION

Based four to four half star hotels for 5 nights as rated by the hotels. Please note that any hotels advised are subject to change should circumstances dictate. A final hotel list will be provided prior to departure when travel packs are issued to participants.

SIGHTSEEING

Included as per the itinerary. Itinerary can be viewed on holiday website.

MEALS

Included as per the itinerary. Itinerary can be viewed on holiday website.

TOUR DIRECTOR

Services of a professional Tour Director throughout.

TRANSPORTATION

Exclusive use of air-conditioned buses for group touring as per the itinerary.

PORTERAGE

One medium size suitcase per person, the sum of its length/width and depth not to exceed 140cm (56") plus an overnight bag (airline bag size) which may be carried on-board the coach. Maximum weight of all luggage not to exceed 20kg (44lbs). We are required by strict Government vehicle weight regulations to enforce and adhere to this limit. If your luggage exceeds this limit, we ask that you make alternative arrangements for the excess to be forwarded to the termination point of your tour. Please note we suggest you have wheels on your suitcase, as there are certain places where assistance is not available (eg. railway station and cruise terminal). All luggage and personal effects are at all times and in all circumstances at the risk of the tour participant. Luggage insurance is recommended.

TAXES

GST is included in all tour prices/quotes.

DOCUMENTATION

Approximately two weeks prior to departure from Australia, documentation will be issued to each participant, including International air tickets (if applicable), a tour itinerary, a full Hotel list, an Optional Excursion list, an information handbook, luggage labels & ticket wallet.

Note: Every endeavour is made to ensure all services are included as per your quote request, however it is your responsibility to check all inclusions in the attached itinerary as any items not specified will incur supplementary charges.

EXCLUSIONS

- Gratuities/Tips to Tour director, Coach Drivers and local guides.
It should be remembered that tipping is standard tradition in Europe. Tipping is at the passengers discretion however as a measure of guidance we would advise that an average tip would be US\$4.00 per person per day for a Tour Director, US\$2.50 per person per day for a Driver & US\$2.00 per person for or a local guide.
- International, domestic and internal Airfares
- Additional excursions not included on the itinerary
- Travel Insurance and passport and applicable visas and visa fees
- Expenses for laundry, phone calls, items of a personal nature, excess baggage charges, beverages & meals not included on the itinerary

SMOKING AND SEAT ROTATION

Government regulations prohibit smoking inside tourist coaches. Please restrict smoking to the ample stops en route. To enable everyone the opportunity of enjoying window and front seats, clients change seats daily during the course of the tour

IMPORTANT: Scenic Flights, Boat Cruises, Helicopter Flights, Cable Car Rides, some 4WD Tours, White Water Rafting, Camel Rides, Hot Air Ballooning, Rail, Farmstay Options etc.

These excursions are not operated by AAT Kings Tours, nor by persons or companies associated with AAT Kings Tours. These activities involve inherent risk of injury, death, accident, delay and loss, and client assumes all such risk with regard to any misadventure, death, injury, delay or loss which occurs during, or as a result of any such activity.

16. Force Majeure

Travelling Fit does not guarantee and will not be liable in respect of the itinerary where changes, diversions, delays or cancellations, are force majeure beyond the control of Travelling Fit. We will not be liable for any loss of baggage or damage to property, injury, illness or death or for any damages or claims arising from loss, negligence or delay from the act, error or negligence of any person not its direct employee or under its exclusive control. In this respect refunds will not be given where Travelling Fit is not at fault.

17. Travel Documents

Your passport must be valid for a minimum of six months prior the arrival home date to Australia. Each individual is responsible for ensuring that all necessary travel documents are current and valid.

18. Travel Insurance

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

19. The hotel rating is provided by the tour operator. It is not a guarantee or warranty of any kind by Travelling Fit.

20. General Conditions of Tour Operator AAT Kings

AAT Kings Tours Pty. Ltd., is the tour operator. AAT Kings will be responsible to each participant for supplying the services and

accommodation, 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 AAT Kings. In such circumstances, AAT Kings will do their best to supply comparable services, accommodations and itineraries, and there shall be no refund in this situation. AAT Kings and its agents (collectively 'AAT') act only as agent for the participant and upon the express condition that AAT Kings shall not be liable or responsible for any direct, indirect, consequential or incidental damage, injury, loss, accident, delay or irregularity of any kind, which may be occasioned by reason of any act or omission of any third party (including without limitation, any act, inaction or breach of contract of any third party, which is to or does supply any goods or services for this trip). Without limiting the foregoing, AAT Kings does not own or operate any third party suppliers of services such as hotels, restaurants, transportation companies, sightseeing companies or local tour operators. It is not responsible for any injury, death, loss or expense due to overbooking of accommodations, default of any third parties, sickness, weather, strikes, acts of God, Government, acts of terrorism, criminal activity, war, quarantine, force majeure events or any other cause beyond its control. All such risk, loss and expense must be borne by the client. Occasionally, it may be necessary to alter or amend itineraries, accommodation and sightseeing arrangements from those published. This may be due to road, weather and other operational needs prevailing at the time, and is always made in the best interests of your comfort. Any personal expenses incurred by a client as a result of any delay, alteration or curtailment of any tour, whether caused by mechanical defect, strikes or any other cause are the responsibility of the client (we strongly recommend all clients take out Travel Insurance, see your licensed travel agent). The operator is unable to guarantee exact arrival and departure times, and is not liable for any failure to make connections with any other service, or guarantee the operation of any particular service. In the case of breakdown and other unforeseen circumstances, the operator reserves the right to substitute vehicles other than specified, to ensure the operation of a tour. These coaches will be modern touring vehicles and may not have some of the features described. Please note that if you arrange for payment through an unaccredited agent, the unaccredited agent is not our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by us, and the travel agent has no authority, expressed or implied, to receive monies on our behalf. There is no liability on our part, in respect of any monies paid to your travel agent. The company reserves the right to cancel any ticket or booking, or to refuse to carry any client where payment has not been received by the company within the specified time. The company reserves the right to amend or cancel tours at any time.

21. You understand and agree that your booking details as they appear on the Holiday Booking Form will be recorded by A Rendezvous for Singles to be forwarded to Travelling Fit, the licensed travel agent managing your booking, to fulfill your booking.

22. 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 and the Tour Director, Tour Bus driver and any other local guides. 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 tour director or representative of the tour operator 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.
- 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 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.

23. Your Privacy

Travelling Fit will not share your booking details with any other third party with the exclusion of :

- a) A Rendezvous for Singles.
Your personal details as they appear on the Holiday Booking Form are captured and used by A Rendezvous for Singles for the purpose of fulfilling this holiday. Their privacy statement can be viewed at www.arendezvous.com.au/privacy.asp.
- b) Other Travel Agents
Where you make your booking via a licensed travel agent, your personal details as they appear on the Holiday Booking Form are captured and used by your selected travel agent and are provided to A Rendezvous for Singles and us for the purpose of fulfilling this holiday. You should request a copy of the travel agent's privacy statement and we can not be held responsible for how they manage or treat your personal information.

- c) Suppliers of the holiday including by not limited to the tour operator, airlines and ticketing agents for the holiday.
 - d) 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 and street address may be provided to this third party for review purposes only.
 - e) Circumstances where the information is required to be disclosed by law.
24. All efforts are made to ensure accuracy for tour details on the holiday website and other information about the tour however Travelling Fit accepts no liability for errors or omissions in the description of any hotels, tours or services they have promoted as inclusions for The Holiday.
25. Travelling Fit reserves the right to change these terms from time to time.
26. 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 Travelling Fit and you.
27. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
28. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.
29. If you make an online booking you accept these booking terms and conditions when you submit the online booking. If you make a booking by phone or fax or letter you accept these terms when you have paid a deposit.