

## **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 **USA Western Explorer ex. L.A.** '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	Friday 20 May 2011
Final Monies Due Date	30 June 2011
Deposit	<ul style="list-style-type: none"><li>• \$500 per person (minimum \$350 non refundable) for single or twin share with friend booking.</li><li>• \$2500 per person (non refundable) for twin share with room mate</li></ul>
Participant Ages	45 years & over at the time of travel (see 'Age of Participants' for more detail)
Tour participants	This tour is operated by Globus and is not exclusive to single travellers. We have booked a part of this tour for single travellers from arendevious travel & leisure. There will be other travellers booked via other channels who may or may not be single.

### **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 for all **single room or twin share with friend bookings**:

- Loss of \$350 when cancelled more than 120 days prior to date of departure
- Loss of \$500 of total price when cancelled 120 to 81 days prior to date of departure
- Loss of 35% of total price when cancelled 80 to 31 days prior to date of departure
- Loss of 45% of total price when cancelled 30 to 15 days prior to date of departure
- Loss of 65% of total price when cancelled 14 to 6 days prior to date of departure
- All monies non refundable when cancelled 5 days or less prior to date of departure

Each booking is subject to the following cancellation fees for **twin share with room mate bookings**:

- Loss of \$2500 when cancelled more than 120 days prior to date of departure
- All monies non refundable when cancelled 120 days or less prior to date of departure \* (see note below)

\* **Note:** if you have a room mate match booking and subsequently cancel your booking the high non refundable deposit value is to ensure that your room mate can still travel and their room booking is not forfeited. However, if both persons of a room mate match booking cancel their booking or if we have not been able to offer a room mate match by 90 days prior to departure, the booking terms can revert to twin share with friend cancellation terms.

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:** One day processing time of a cancellation advice applies; where cancellation advice is received on a Saturday or a Sunday the next Tuesday will be considered the date of cancellation advice. Where cancellation advice is received during business hours Monday to Friday, 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 judgement. 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.

**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.

**12. Room Mate Match Service**

Room mate match bookings are not guaranteed. 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 by *arendezvous* 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 for this holiday. If you do not have an email address, with your permission we will provide your alternative contact details such as a mobile phone number.

A 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 for a single room 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

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.

## **TOUR OPERATOR BOOKING TERMS & CONDITIONS**

This Holiday is operated by Circuit Travel Pty Ltd trading as 'Globus' (appearing below also as 'we', 'our') Level 6, 33 Erskine Street Sydney NSW 2000 Australia.

When you book the tour you agree to be bound by the tour operator terms and conditions in addition to *arendezvous* booking terms and conditions. These are standard terms as below, that apply to all their tours and therefore some terms may not apply to The Holiday you have booked.

### **Deposit and final payment**

On certain departures, deposits/full payment may be required at time of booking to hold or to confirm space for you. Your booking deposit forms part of your final payment, which must be received by us not less than eight weeks before commencement of services (90 days for river cruises WAL, WLA & ZZP) & (210 days for Oberammergau tours HBO, HMO, RSO, RTO, ZCO, ZDO, ZFO, TLO, TCO & TVO). If we do not receive the tour deposit and final payment by the due dates, we reserve the right to cancel the reservation. In the case of billing errors, we reserve the right to re-invoice with correct pricing. Payment of the deposit means that you have read and accepted these Terms and Conditions. Acceptance on the holiday is subject to presentation of the Tour/Cruise Member Certificate. The Tour/Cruise Member Certificate also details the services purchased from Globus.

### **Cancellations and Cancellation fees**

*Please note: arendezvous travel & leisure cancellations fees also cover the cancellation & revision fees charged by Globus and these fees should be referred to in arendezvous travel & leisure terms and conditions.*

Cancellations are very costly and usually do not occur in time for re-sale of the cancelled tour. If flight changes, including flight cancellations or name changes, are requested, revision fees or airline cancellation fees will apply. If an air inclusive vacation is cancelled after air tickets have been issued, any applicable refunds will be processed after air tickets are returned to Globus. Globus reserves the right to cancel or reschedule any tour departure. If cancellation is made prior to departure, the only responsibility of Globus will be to refund to the passenger the amount we have received for the tour reservation. We will try to re-book the same tour with a different departure date, or a similar tour. Where Globus has confirmed flights, we will try to confirm air seats for the selected new dates, subject to availability. Globus cannot assume responsibility for any additional costs or any fees relating to the issuance and/or cancellation of air tickets or other travel arrangements not made through Globus.

### **Revision fees**

In addition to revision fees, airline penalties may also apply and maybe up to 100% of the full ticketed price. Any revisions to a booking may result in the loss of a confirmed airline reservation or an increased airfare which will be payable for the passenger. A change of

traveller name, vacation date or itinerary within 45 days of commencement of services will be treated as a cancellation and new reservation; standard cancellation fees apply

#### **Insurance**

The above cancellation charges will be applied in all cases. We do urge you to take adequate travel insurance, including cover against cancellation, as recommended by your travel agent..

#### **Air Arrangements**

The Globus Family is not responsible if an airline cancels, reschedules, or delays a flight for any reason. If you miss your departure flight, it is your responsibility to work with the airline you are ticketed with to reach your destination. The Globus Family is not responsible for any additional expenses you may incur prior to joining your holiday. The Globus Family is not responsible and will not provide any refund for portions of the holiday missed due to cancelled, rescheduled or delayed flights.

#### **Participation**

For the benefit of everyone on your holiday, Globus reserves the right to accept or reject any person as a tour participant, and to remove from the tour any participant whose conduct is deemed incompatible with the interests of the other participants. We will not refund nor cover any costs or expenses you incur if we have to terminate your holiday arrangements due to unacceptable behaviour.

#### **Travellers who need special assistance**

You must report any disability requiring special attention to Globus at the time the reservation is made. Globus will make reasonable attempts to accommodate the special needs of disabled travellers, but is not responsible in the event it is unable to do so, nor is it responsible for any denial of services by carriers, hotels, restaurants, or other independent suppliers. Most transportation services, including the touring motorcoach, are not equipped with wheelchair ramps. We regret that we cannot provide individual assistance to a tour participant for walking, dining, getting on and off motorcoaches and other vehicles, or other personal needs. A qualified and physically able companion must accompany travellers who need such assistance, and must assume full responsibility for their well-being. Motorised scooters are unsuitable for holidays offered in this brochure.

#### **Young travellers**

Travellers who are less than 18 years old on the departure date must be accompanied by an adult and share accommodation with an adult throughout the duration of the holiday. We do not accept children who are less than eight years old on Globus holidays. On Globus escorted Family Travel holidays we allow children ages 5 and over. On Globus escorted holidays, young travellers 8-17 receive a 10% discount on the base land holiday price, not including internal air. To receive young traveller discounts, the age of the traveller must qualify at the commencement of travel. There is no restriction on Monograms independent holidays. Land arrangements for infants under two are free of charge, providing parents pay hotels directly for special arrangements (e.g. food, cot, etc). On Monograms Europe holidays, children 12-17 receive a 10% discount off the land price and children 2-11 receive 50% off the land price (not including internal air). Due to heightened security, many countries have adopted practices to prevent international abductions of children. If a child will be travelling with adults other than the parents or with only one parent, it is recommended that a notarised letter be written by the parents or non-travelling parent granting authorisation to travel, including the dates of travel. We suggest that you also contact the appropriate consulate and airlines because they may have additional requirements.

#### **Smoking**

Smoking is not allowed on transportation that is exclusively provided by Globus. On river cruises, smoking is restricted to certain areas of the vessel.

#### **Price Guarantee**

All tour prices are based on rates (including foreign exchange rates) known at the time of printing and expected to be in effect at the time of departure. Prices are subject to increase without notice if such rates change prior to departure. However, once Globus has received your deposit for any holiday departing 01 January - 31 December 2009, that land price is guaranteed, and any subsequent land cost increases are at our expense, not including surcharges, intra air and any government tax increases. Air tickets booked via Globus Australia are guaranteed when we receive full payment. This does not include any government/airport tax increases and currency fluctuations. Tour prices are per person, based on two persons sharing a room. Single room supplements and triple or quad room reductions are listed where applicable. Not all accommodation types are available on all holidays.

#### **Visas & Passports**

A valid national passport is needed for all tours and, as the various countries all have their own formalities, it is imperative that you check with your travel agent the visa requirements to enter the countries of the vacation you have chosen. Local consulates will also be in position to give advice. Passengers are responsible for getting their own visa's and must ensure that they can obtain these visa's before entering into a booking commitment with us.

#### **Accommodations**

The accommodations listed on our website are intended to be used on all departures; however, if a change becomes necessary for any reason (including location change), the accommodations substituted will be equivalent in standard to those shown. Every effort is made to reserve only twin-bedded rooms. It may occasionally happen that an accommodation provides some double-bedded rooms instead. These rooms will be allocated to couples where possible. Please note that accommodation check-in times vary worldwide. Triple-room configuration is at the discretion of individual hotels. Paying for a single supplement ensures own room, not necessarily a twin bedded room.

#### **Private bath and single rooms**

In exceptional cases where private bath or single rooms as reserved by us are not available, refunds will be made by the tour director or local host. Claims made in this respect cannot be accepted after the tour.

#### **Baggage allowance**

Porterage for one suitcase is included in the tour price. Airport and train porterage at beginning and end of the tour is not included. Due to limited coach capacity, this single bag should have dimensions not exceeding 76x53x28cm (30"x21"x11") and weight not exceeding 22kg (50 lbs) or less if your air carrier has stricter weight/dimension limitations. We regret we are unable to accept a second suitcase, or any luggage exceeding these limits on any holiday listed on this website (except on river cruises). We recommend you consult your air carrier as size and weight limitations vary from airline to airline and even according to destination, and are becoming more restrictive. Globus is

not responsible for additional fees imposed by air carriers. Regulations within most airports require that travellers handle their own luggage through customs. Should you prefer to take along a carry-on bag, it should not exceed the dimensions of 30x28x14cm (12"x11"x6"). It is for safety reasons; wheeled carry-on bags are not suitable as hand luggage on motorcoaches and minibuses. No responsibility is accepted for loss of or damage to baggage or any of the tour participant's belongings. Baggage insurance is recommended.

#### **Travel documents**

Travel documents, including any air tickets or e-ticket itineraries are sent by regular ground delivery approximately four weeks prior to departure from Australia, provided full payment has been received.

#### **Not included in the vacation price**

Airfares & airport taxes and fees (unless specified); passports; visas and vaccinations; tips to your Tour Director, Tour Driver (unless prepaid, see below), local city guides; gratuities on ferries and cruise ships; laundry, beverages and food not on the regular table d'hote menu (these extra items will be billed to you before leaving the hotel or restaurant); optional excursions; portage at airports; travel insurance; excess baggage fees; all other items of personal nature.

#### **Optional Pre Paid Gratuities**

If you have prepaid your gratuities to your Tour Director and Driver, this will be detailed within your Tour/Cruise Member Certificate and vouchers will be included within your Tour Documentation. Please note that prepaid gratuities cover only the land portion operated by Globus of the tour itinerary. Where we source other leading operators for cruising, rail or local guided elements of your holiday, the option to pre-pay your local gratuities is not available.

#### **Refunds**

Please note that any request for refunds is subject to the Terms and Conditions of the brochure; no refund can be made for unused services of less than 48 consecutive hours, for unused transportation where group activity tickets are involved, or for voluntary modifications made by the tour participant. There are no refunds on river cruises.

#### **Service Enquiries after the Holiday**

If after returning from your holiday, you wish to enquire about any services provided, please ensure that all correspondence relating to those services is received by Globus, Client Relations, Circuit Travel Pty Limited ([address below](#)) or E-mail [clientrelations@globus.com.au](mailto:clientrelations@globus.com.au) within 60 days of the tour completion date. This will enable Globus to make a timely investigation.

#### **Holidays**

During local or national holidays or special events, on Sundays and religious occasions, certain facilities such as museums, churches, restaurants, sightseeing tours and shopping may be limited or not available. Alternatives will be offered whenever possible. Globus cannot be held responsible for any closures or curtails for any reason.

#### **Safety**

Please be aware that during your participation in tours operated by Globus, certain risks and dangers may arise beyond our control including, but not limited to, the hazards of travelling in undeveloped areas; travel by boat, train, automobile, aircraft or other means of transportation; the forces of nature, political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. Globus will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. It is understood that Globus will use its best efforts to ensure that adequate measures are taken.

#### **Photographs or Pictures**

Photographs or pictures appearing in the Globus brochure should be used solely as an indication of facilities and attractions. Actual facilities and attractions may vary according to itinerary. Maps shown on the holiday pages are current at the time of printing and may not reflect the actual tour routing should the itinerary change.

#### **Optional Excursions & Activities**

The carriers, accommodations, and other suppliers (referred to as "the Suppliers") (including but not limited to trains, cruises, ferries, motorcoaches, hotels, and restaurants) providing optional activities and excursions ("the Services") in the area of the holiday itinerary that are available for booking are not run, supervised, or controlled in any way by the Company. These services are provided by local operators or other third parties that are entirely independent of the Company, which has no control and has no right of control over the operations of those independent contractors. Such activities and excursions do not form any part of the product or services sold to you by the Company or of these Terms and Conditions, even where the Company suggests particular operators/other third parties and/or assists you in booking such activities or excursions. Your contract for such activity or excursion will be with the organiser or operator of that activity or excursion and will be subject to its Terms and Conditions, which may contain exclusions or limitations of liability. The Company has no liability for any such activity or excursion or for any act(s) or omission(s) of the organiser or operator or for any of its employees or agents or any other person(s) connected with the activity or excursion. Any advice or assistance on or with any activity or excursion provided by any local representative does not mean or imply that the activity or excursion is sold, supervised, or controlled by the Company or that any such advice or assistance is given on behalf of the Company. Holiday participants are asked to check with the operator of any activity or excursion and the applicable Terms and Conditions before booking.

#### **Responsibility**

Circuit Travel Pty Ltd. (hereinafter referred to as "the Company") is responsible to you in making arrangements for the vacation services offered in our brochure, including transportation, sightseeing, and accommodations. All references to Company include its agents and employees. The carriers, accommodations, and other suppliers providing tour services are independent contractors and are not agents, employees, or servants of, or joint venturers with, the Company or its affiliates. All certificates and other travel documents for services issued by the Company are subject to the Terms and Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied. The international carriage passengers is subject to international conventions and treaties, where applicable. These international agreements limit and, in some events, exclude the carrier's ability to passengers (vacation participants). Where any claim or part of a claim (including those involving death or personal injury) concerns or involves any travel arrangements (including the process of getting on or off the transport concerned) provided by any air, sea, inland waterways, rail, or road carrier or any stay in a hotel, the Company's maximum liability is the maximum which would be payable by the carrier or the hotel keeper concerned under the applicable international convention, treaty, or regulation applicable to the travel arrangements or hotel stay (e.g. the

Warsaw Convention, the Montreal Convention for international travel by air, the EU Regulation on Air Carrier Liability for carriers with an operating license granted by an EU country, the Athens Convention for international travel by sea) in that situation.

If, after tour departure, the services included in the vacation cannot be supplied, or there are changes in an itinerary for reasons beyond the control of the Company, the Company will arrange for the provision of comparable services. Any resulting additional expense will be payable by travellers and any resulting saving will be refunded by the Company to vacation participants. The Company reserves the right to accept or reject any person as a tour participant, to expel any tour participant from the tour, to make changes in the itinerary whenever the Company deems it necessary for the comfort, convenience, or safety of the tour participants, and to cancel a tour at any time. The tour participant agrees that neither the Company nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss) or expense occasioned by any act or omission of any supplier providing tour services, or any insurer or insurance administrator, or of any other person. Legal proceedings against the Company may be instituted only in a state or federal court within the State of New South Wales, and any claim involved in such proceedings shall be decided in accordance with the laws of the State of New South Wales. Any legal proceedings against the Company must be commenced within one year following the date of tour completion. Neither the Company nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages. No person, other than an authorised representative of the Company, by a document in writing, is authorised to vary, add, or waive any Term or Condition on this website, including any term or condition set forth in the preceding provisions. The Terms and Conditions on this website do not affect the rights you may have as a "consumer" under the Trade Practices Act 1974 (Cth) or any other statutory rights that by law may not be excluded or limited.