

Provided to A Rendezvous for Singles
by Travelling Fit. Lic. No. 2TA06522.
Travelling Fit is a member of TCF, Travel Compensation Fund

Booking Terms and Conditions

These terms govern the bookings made for Vietnam Explorer 'for single travellers' The Holiday' made with **Travelling Fit Pty Ltd** ("we", "our", "us" and "the agent") ABN 49 641 402 174. Travelling Fit Pty Ltd is the Licensed Travel Agent (Lic. No. 2TA06522) providing this holiday for **A Rendezvous for Singles** ("A Rendezvous").

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 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.

You can contact Travelling Fit as follows: Email: holidaysforsingles@travellingfit.com. Post: PO Box 583 Terrigal NSW 2260. Tel: 1300 728 296 Fax: (02) 4385 2476 www.travellingfit.com

Early Bird Saving	Valid until 1 April 2010
Booking Close Date	Two months prior to the tour start date
Final Payment Date	Two months prior to the tour start date
Deposit	\$450 per person
Participant Ages	26 to 42 years at the time of travel (see item 7 for more detail)
Minimum Group Size	8 persons
Maximum Group Size	24 persons

Definitions

A Rendezvous for Singles:

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

Code of Conduct:

Means the Code of Conduct for the Holiday

Customer

All persons who have booked The Holiday.

Final Payment Date:

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

Participants:

All persons who have booked and paid in full for The Holiday.

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 A Rendezvous 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 our discretion to accept bookings after the booking close date.

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 anytime 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 will be quoted separately from an airfare price and can vary from the time they are first quoted. They are confirmed at the time that final payment of airfares are due. There may also be additional taxes at some international/domestic airports upon departure.

Requests 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. **Non Refundable Deposits**

Each participant is subject to a non-refundable deposit per person to reserve 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. See clause 'Room Mate Match Service' for more information.

5. **Payment Methods**

All details of payment methods will be provided with a booking reply

- a) Cheque or Money Order made payable to TRAVELLING FIT.
- b) Direct Deposit:

Cash payments in excess of \$5000 made over the bank counter will incur a bank fee of 0.25% of the total amount deposited.

Payment from an overseas bank account (outside of Australia) will incur a bank fee of AU\$35 per transaction. Please advise if this is your preferred method of payment.

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

Visa or MasterCard credit cards add 1.2% to the total payment except on international cards 2.1% applies.
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 60% of total price when cancelled 46-60 days prior to date of departure
- Loss of 75% of total price when cancelled 30-45 days prior to date of departure
- All monies non refundable when cancelled 29 days or less prior to date of departure

7. **Age of Participants**

The Holiday is available for bookings by persons within the ages defined by the holiday name and as published by the holiday website and other promotional material. We have the right to make exceptions to this booking. 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.

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. We have the right to cancel your booking if a copy of your photo identification (if requested) is not provided by the final payment deadline.

8. **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 the Agent's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Agent from and against all the Agent's costs and disbursements including on a solicitor and own client basis and in addition all of the Agent's nominees costs of collection

9. Itinerary Changes & Group Size

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

In the circumstance that the holiday does not confirm the minimum number of fully paid participants by the Final Payment Date, Travelling Fit reserves the right to cancel the Holiday or otherwise impose a \$100 surcharge per person in order that the holiday proceeds below the minimum group size. In the case of tour cancellation, you will be notified within five business days of the final payment date and all monies paid by you will be refunded in full. We will not be liable for any monies paid on international air tickets paid by participants who have made their own arrangements for the purchase of an international air ticket to join the tour, or any other destination a result of The Holiday cancellation made by Travelling Fit. We will not be liable for any travel insurance policies that have been purchased. Please check the cancellation policy of travel insurance policies and airfares before purchase.

10. Room Mate Match Service

The Room Mate Service is managed on our behalf by A Rendezvous and all communications about the room mate service are to be directed to A Rendezvous. When you book a holiday with a room mate request for a twin share room no responsibility is taken by us or A Rendezvous 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 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, with your permission we will provide your alternative contact details such as a mobile phone number.

Once a room mate match is confirmed any request to change your booking from a room mate match to a single room booking would be at our discretion. If this change is confirmed additional room costs would apply and these would be advised at the time of reply to your request. Once you have departed and are on tour changes to your booking including your room type and room mate match are not possible.

11. 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/s 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 being fifty percent for a twin share room booking and one third for a triple share room. 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 share or triple share room booking with a friend may be provided to all persons in the booking for the room.

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.

Passengers with disabilities are welcome providing they are accompanied by a person capable of providing all assistance required, and do not require special assistance from the tour operator personnel. We and the tour operator 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 the tour operator reserves 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 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 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.

13. Fees

- a. A \$55 late payment fee is applicable for any payment received after its due date. If any payment is not received within 14 days of becoming due, you will be deemed to have cancelled your booking and the cancellation policy under the clause 'cancellation charges' will apply.
- b. A \$55 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 \$110 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.
- e. Room mate matching service fee of \$35 per person.

14. Tour (Land Only) Inclusions & Exclusions

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.

INCLUSIONS:

ACCOMMODATION

Hotel stays; based on a minimum of three star hotels
 1 overnight cruise
 1 night home stay

Please note; any hotels quoted are to be used as a guide only and are subject to availability and may change should circumstances dictate.

SIGHTSEEING

Included as per the tour itinerary.

MEALS

As per the tour itinerary including but not limited to a daily breakfast and some lunches and dinners.

TOUR GUIDE

Escorted by a professional English speaking tour guide throughout.

TRANSPORTATION

Exclusive use of air-conditioned coach during the tour as detailed by the itinerary. The coach is not available during time indicated as leisure or free time on the itinerary. Other modes of transport include boats and domestic flights as indicated by the itinerary.

Arrival and Departure airport transfers are included for guests arriving on day 1 of the tour and departing on the final day of the tour with certain nominated flights provided by us. This information will be advised with booking confirmations. All other airport to hotel transfers may be at an additional charge and quoted separately.

PORTERAGE

One piece of luggage per person, in and out of hotels.

SERVICE CHARGES

A tipping fee is due and payable directly to the tour guide in US dollars on day 1 of the tour. The tour guide manages the tips provided for service personnel related to the tour including but not limited to; the tour bus drivers, boat crew, hotel porters, and waiters at restaurants included on the itinerary. This tip does not cover the tip for the group tour guide. A tip for the tour guide is customary and highly recommend. This payment is at each passenger's discretion.

DOCUMENTATION

A travel wallet containing the itinerary, hotel list. And any international flight tickets and itineraries that have been purchased.

EXCLUSIONS:

- Gratuities to Tour Guide; tipping is standard for tour guides in Vietnam. Tipping is at the passenger's discretion however as a guide, an average tip would be US\$2.00 pp per day for a tour guide.
- International Airfares
- Any air departure taxes payable at the point of departure
- Optional excursions, travel Insurance, visas

- Items of a personal nature

15. Force Majeure

If Travelling Fit is prevented (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 Travelling Fit's reasonable control, Travelling Fit will be under no liability whatsoever to you and may, at its option, by written notice to you to cancel the tour.

16. 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. Each individual is responsible for providing 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.

17. 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.

18. Release and Waiver of Liability

In consideration of Travelling Fit accepting your application:

- You release Travelling Fit and its officers, employees, agents and other representatives (hereafter "Travelling Fit 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 Travelling Fit and its personnel; and
- You waive any claims you have, or may at any time have, against Travelling Fit 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 Travelling Fit 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

19. Disclaimer

Travelling Fit reserves the right to refuse an application to book for any reason. Should a customer's application be refused, any monies paid will be refunded to the applicant. Your booking for a holiday takes effect once you complete the Booking Form, accept the accompanying Booking Terms and Conditions and the initial deposit has been received in full by Travelling Fit. Places are limited for holidays and are allocated on a first come first served basis.

20. You understand and agree that your booking details as they appear on the Holiday Booking Form on the A Rendezvous website or printed booking forms will be recorded by A Rendezvous to be forwarded to us, to fulfill your booking.

21. Privacy Act

The Customer agrees for the Agent to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by the Agent.

The Customer agrees that the Agent may exchange information about the Customer with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) to assess an application by Customer;
- (b) to notify other credit providers of a default by the Customer;
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
- (d) to assess the credit worthiness of Customer.

The Customer consents to the Agent being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

The Customer agrees that Personal Data provided may be used and retained by the Agent for the following purposes and for other purposes as shall be agreed between the Customer and Agent or required by law from time to time:

- (a) provision of Goods and/or Services;
- (b) marketing of Goods and/or Services by the Agent, 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 Customer; and
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and/or Services.

The Agent may give, information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

In addition to the above, specifically we may share your Personal Data with;

- 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 providing your Personal Data to us to fulfill your booking. Their privacy statement can be viewed at www.arendezvous.com.au/privacy.asp.
 - b) **Other Travel Agents**
Where you make your booking via another travel agent, your personal details as provided to that travel agent will be provided to us and A Rendezvous for Singles for the purpose of fulfilling your holiday. You should request a copy of the travel agent's privacy statement. We can not be held responsible for how they manage or treat your personal information.
 - c) **Suppliers of the holiday including but 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.
22. All efforts are made to ensure accuracy for tour details on the holiday 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 they have promoted as inclusions for The Holiday.
23. Travelling Fit reserves the right to change these terms from time to time.
24. 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.
25. Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.
26. Disputes arising out of, or in connection with, this contract which cannot be amicably settled may be referred to arbitration.
27. 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.