
Holidays 'Just for Singles'

Operated by Travelling Fit

Exclusively for A Rendezvous 'Just for Singles'

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Booking Terms and Conditions Vietnam Explorer 'Just for Singles' (28 to 45 years)

These terms govern the bookings made for Vietnam Explorer 'Just for Singles' (28 to 45 years) 15 – 29 March 2008 The Holiday' made with **Travelling Fit** ("we" and "our") ABN 28 252 403 138. Travelling Fit is the Licensed Travel Agent (License No. 2TA5139) providing this holiday exclusively for **A Rendezvous 'Just for Singles'**.

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 Travelling Fit by email to justforsingles@travellingfit.com or by post to PO Box 583 Terrigal NSW 2260 or to A Rendezvous 'Just for Singles' by email to holidays@arendezvous.com.au or by post to PO Box 1142 Potts Point NSW 1335

Definitions

Terms and Conditions:

Means the terms and conditions for the Holiday.

Code of Conduct

Means the Code of Conduct for the Holiday

The Holiday:

Refers to Vietnam Explorer 'Just for Singles' (28 to 45 years) 15 – 29 March 2008 provided by Travelling Fit for A Rendezvous 'Just for Singles'.

A Rendezvous 'Just for Singles':

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

Early Bird Rate:

Refers to the early bird special price offer detailed on The Holiday website available to those participants that book and pay a deposit by 15 November 2007.

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 'Just for Singles' whereby single travellers who request to share a room with another participant of the same gender will be matched, subject to availability, 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.

1. Booking Terms

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

Bookings close Friday 11 January 2008. 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 Monday 14 January 2008. The final payment date is not a confirmation of availability and you must wait to receive confirmation of availability from Travelling Fit. It is at the discretion of Travelling Fit to accept bookings after the bookings close date M January 2008.

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.

Bookings confirmed with a deposit payment paid & received by us by 15 November 2007 are at an Early Bird Rate.

3. Airfares and Airport/Security Taxes

Airport and Security Taxes for the international air ticket ex Australia will be quoted separately from the total holiday price. Departure taxes can vary from the time they are first quoted and are confirmed at either the time that final monies are paid or when air tickets are issued. The final value of departure taxes will be confirmed at the time that final monies are paid by each participant.

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 a \$100 late 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 from Australia. No changes will be made by us once departed.

4. Deposit and Other Payments

a) Deposits

Each participant is subject to a minimum **non-refundable* deposit** per person of \$550.00 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. If a room mate match cannot be offered by us to any participant by the date that final payments are due then the participant may elect to have their deposit refunded or to choose a single room booking and pay the single room supplement.

b) Final Payment: All monies outstanding must be paid by Monday 14 January 2008.

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 Travelling Fit. Each booking is subject to the following cancellation fees:

- Loss of non refundable deposit when cancelled more than 70 days prior to date of departure
- Loss of 50% of total price when cancelled 46-70 days prior to date of departure
- Loss of 70% of total price when cancelled 30-45 days prior to date of departure
- All monies non refundable when cancelled in 29 days or less prior to date of departure.

7. Age of Participants

The Holiday is available for bookings by persons aged from 28 to 45 years of age at the date of travel. You warrant that you are at least 28 years of age and not more than 45 years of age 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. 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 and/or A Rendezvous 'Just for Singles' has the right to make exceptions to this booking term by special request. As a general guide, exceptions will be made when the participant's age is not less than 26 years and not more than 47 years of age at the time of travel.

8. Gender of Participants & Room Mate Match Service

We will make all best endeavours to secure an even or close to even ratio of men and women on the holiday but make no promise that this endeavour will be met.

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

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 'Just for Singles'. If this change is confirmed additional room costs would 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 are not possible.

9. 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, physical impairment.

10. Fees

- \$120 will apply for reservations made within 70 days of the holiday package commencing.
- \$50 late payment fee per person for payments received after the due date.
- \$75 amendment fee per person for a request to deviate from the travel times of the airfare included in the holiday package plus any additional charges incurred by airlines, wholesalers and other service providers.
- 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.
- \$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.
- Room mate matching service fee of \$35 per person.

11. Holiday Inclusions & Exclusions

Inclusions:

- Fourteen nights accommodation in good tourist class hotels, including breakfast
- Transportation by air-conditioned, chauffeur-driven coach or coaster, including transfers, city tours and excursions (no transportation during time at leisure)
- Two domestic flights in Vietnam in Economy Class, including ticketing and domestic airport tax
- English speaking tour guide for tour duration
- Four boat tours (including cruise on in Halong Bay with overnight on the boat)* [see below 'Other Holiday Terms']
- Entrance fees to tourist and sightseeing locations included in tours
- Cyclo and bicycle tours
- 4 lunches and 3 dinners

Exclusions:

- Other meals not indicated on itinerary
- International departure taxes if applicable
- Any additional domestic airport departure taxes if applicable
- Vietnam Visa entry fee
- Tour guide tip (compulsory tipping fund applies for other tips. See item 12)
- Travel insurance
- Personal expenses such as drinks, laundry, camera fees, excess baggage fees, optional tours and tips.

** Other Holiday Terms:*

For single room bookings, passengers must be aware that a single cabin can not be guaranteed on the overnight boat tour on Halong Bay and that they may be required to share with another person (of the same gender).

12. Itinerary Changes & Group Size

We reserve the right to vary the itinerary should circumstances dictate. In the circumstance that the holiday does not confirm 14 fully paid guests by Monday 14 January 2008 Travelling Fit reserves the right to cancel The Holiday. In this case, you will be notified by Wednesday 16 January 2008 of the tour cancellation 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 ex Australia to Vietnam as a result of The Holiday cancellation made by Travelling Fit. Please check the cancellation policy of travel insurance policies before purchase. The maximum group size is 22 fully paid participants.

13. Compulsory Tipping Fund

Tipping is expected in the tourist industry in Vietnam. In addition to your tour price paid prior to the time of travel, a payment of US\$60 (or the equivalent in Vietnamese Dong), representing the compulsory tipping fund, is payable directly to your tour guide on commencement of the tour .

The compulsory tipping fund will be managed by you tour guide and cover tips for the hotel doormen, captains and crew on boat tours, tour bus drivers & driver assistants and local guides for sightseeing excursions.

Exclusions:

Group tour guides receive only small compensation for their hard work 24/7 and it is customary that tourists tip their tour guide at the end of their journey. It's usual that each person tips US\$2 per day for each day of the tour (or the equivalent in Vietnamese Dong)

Tipping for room maids and waiters at restaurants not included on the itinerary and for room maids is not included. A tipping guide for room maids is 15,000 Vietnamese Dong and for waiters in restaurants 15,000 Vietnamese Dong.

14. 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

15. Travel Documents

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

16. Travel Insurance

Travelling Fit is an authorised representative of the Licensee, Cover-More Travel Insurance, Licence No. 241713. We can arrange a competitive quote for your travel insurance. If you would like to take out travel insurance through Travelling Fit please let us know by ticking the appropriate box on the Registration Form provided so that we can forward a Cover-More Product Disclosure Statement and a Financial Services Guide for your perusal. Note: Travel Insurance is not included in the price of the travel package.

17. The hotel rating is provided by the tour operator. It is not a guarantee or warranty of any kind by Travelling Fit or A Rendezvous 'Just for Singles'.

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

19. 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.

20. Your Privacy

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

- a) A Rendezvous 'Just for Singles'.
Your personal details as they appear on the Holiday Booking Form are captured and used by A Rendezvous 'Just for Singles' for the purpose of fulfilling this holiday. Their privacy statement can be viewed at www.arendezvous.com.au/privacy.asp.
 - b) Suppliers of the holiday including by not limited to the tour operator, airlines and ticketing agents for the holiday.
 - c) 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.
 - d) Circumstances where the information is required to be disclosed by law.
- 21. Circumstances where the information is required to be disclosed by law.
 - 22. 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.
 - 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, fax or letter you accept these terms when you have paid a deposit.