

## TERMS AND CONDITIONS

(We urge you to review this contract carefully)

**Consumer Protection:** Details of important consumer booking conditions and operator's responsibilities applicable to travel arrangements are set out below. Tours and itineraries described may have changed since it was published. Also changes in fares, prices and other changes in exchange rates may affect the price of particular tours and services. Make sure you carefully study the Booking Conditions and Responsibilities and ask your travel agent/Golden Holidays/i-xplore Pty Ltd to check whether changes have occurred in the tour/services you want BEFORE YOU BOOK, after booking and when paying the balance.

## IMPORTANT POINTS TO NOTE

### Passport & Visas

Each person must carry a valid passport. Visas are the responsibility of each traveller, we urge you to check with all relevant consulates and embassies prior to travel.

### Department of Foreign Affairs

We suggest that you check the latest Travel Advisories issued by the Department of Foreign Affairs at time of booking and prior to travel. [www.smartraveller.gov.au](http://www.smartraveller.gov.au)

### Health

We suggest that you check with the Department of Health for up-to-date information regarding vaccinations & inoculations.

### Pre-Departure Contact

It is essential that you advise Golden Holidays/i-xplore Pty Ltd of a telephone number, where you can be reached within 24 hours prior to your departure.

### Air Travel

Participating carriers are at the discretion of i-xplore Pty Ltd. No airline will incur responsibility or liability to any person named in the booking aside from that liability as may be incurred by the carrier.

### Baggage Allowance

International airline regulations generally provide for a free baggage allowance of 20kg per person. Any charges for baggage in excess of 20kg will be at the passenger's expense.

### Travel Insurance

We strongly recommend that, at the time of booking you purchase a Travel Insurance policy of your choice. We suggest that the policy should include, but not be limited to the following features:

- Loss of deposit through cancellation.
- Personal baggage and loss of money.

### Medical expenses.

Additional expenses to cover accommodation and repatriation to Australia should your holiday be extended or curtailed due to illness while overseas, or due to the need to return to Australia because of unexpected death or illness of a close relative. This feature should cover cancellation of transport services due to industrial action.

### Maps and Illustrations

Route maps and photographic illustrations are for general purposes only and are not intended to indicate exact route, facility, service or hotel, which may vary. Travelling times are approximations only and may vary depending on schedules, actual routings and types of transport.

### Hotel Accommodation

Twin share accommodation is based on share twin or double bedded room as allocated by the supplier. It is normal practice to supply triple accommodation on the basis of a twin or double room plus one rollaway bed. Single room accommodation must be reserved by people travelling alone and is subject to the payment of the applicable supplement. Children sharing a room with up to two adults are generally free of charge sharing existing bedding (twin or double bedded room), many hotels will offer a rollaway bed free of charge or there may be a surcharge, please check at time of booking.

### Additional Conditions

Airlines do not by virtue of its endorsement of a brochure represent themselves either as contracting with any purchaser of a holiday from Golden Holidays/i-xplore Pty Ltd or as having any legal relationship with any such purchaser.

- (1) Prices quoted are based on currency exchange rates, land costs, cruise fares and airfares in effect at the time of publishing and are only valid when air & land are purchased together. Land only prices are on application.
- (2) Details of particular hotels, holidays and itineraries described in the brochure may have changed since publication. Also, changes in airline & cruise fares and other charges and changes in exchange rates may affect the price of particular holidays. Please check whether such changes have occurred in the price or itinerary BEFORE YOU BOOK and WHEN YOUR BALANCE IS DUE. Every endeavour shall be made to advise you of any changes after you book.
- (3) The prices quoted by Golden Holidays/i-xplore Pty Ltd are subject to change without notice in the event of unforeseen circumstances such as fluctuation in exchange rates, increases in land, cruise, taxes, surcharges, levies and airfare costs. Itineraries are subject to alteration if supplier schedules are amended or other conditions require it.
- (4) In the event that change(s) cause your holiday to be substantially different from that first booked, you have the right to withdraw from the booking. Whether a cancellation fee is payable or not will depend on when the cancellation occurs and whether the principals concerned levy fees - see "CANCELLATION CLAUSE" and "RESPONSIBILITIES". Every effort will be made to minimise charges.
- (5) Hotel & ship information - Whilst Golden Holidays/i-xplore Pty Ltd make every effort to ensure accuracy in hotel/ship information and descriptions, we are reliant on the hotels and cruise company to give us accurate details. Since hotels are constantly changing facilities and services, we cannot be held liable for any errors or omissions herein. If any feature is of critical importance to your holiday, it is the passengers responsibility to ask Golden Holidays/i-xplore Pty Ltd to check whether such features will be available at the time of occupancy at the given hotel or ship.
- (6) Changes of Hotels - If during peak holiday periods we are unable to confirm the hotel specified you will be assigned a hotel of similar or superior standard.

### Deposit and Balance

A deposit of A\$165 per person is payable within 48 hours of booking in order to secure your reservation. This deposit is NON-REFUNDABLE if travel is not undertaken. Full payment of balance due is 45 days before departure, or at the time of booking if inside 45 days. Some specials and products may require varying deposit amounts and/or earlier payment deadlines, these will be advised at the time of booking.

### Reservation Amendments

Where requests to change a hotel, departure, type of room, or tour, an amendment fee of \$25 per amendment will apply. If documents have been issued or travel is within 45 days a \$50 amendment fee will apply. Any supplier/hotel/cruise/airline charges will be in addition to above fees.

### Extensions and Amendments

Not possible under any circumstances after travel has commenced.

### Cancellation Clause

#### 1: Land Arrangements

- a Bookings cancelled at any time after confirmation up to 45 days prior to departure and any documents being issued, will be subject to a \$165 per person cancellation fee.
- b Bookings cancelled within 45 days of departure will incur a minimum of \$220 per person cancellation fee up to 100% loss of land/cruise/tour arrangements plus applicable airline penalties and may forfeit an amount equal to the total value of the booking.
- c No refund is available after travel has commenced, or in respect of any air fares, tours, accommodation, meals, cruises or other services not utilised.
- d Some provider cancellation charges may also incur GST

#### 2: Airfares

Where a cancellation occurs after ticket issuance a minimum of 25% of the applicable airfare plus 10% GST may be retained by the airline. This is an IATA regulation. **PLEASE CONSULT WITH I-XPLORE ABOUT ADEQUATE AND APPROPRIATE INSURANCE COVER. RESPONSIBILITIES**

Golden Holidays/i-xplore Pty Ltd (herein called the Operator) act only as agent for the hotels, airlines, bus companies, railroads, steamship/cruise lines or owners of contractors providing accommodation, transportation or other services, and all coupons, exchange orders, receipts, contracts, and tickets issued by the Operator are issued subject to any and all tariffs, terms and conditions under which any accommodations, transportation or any other services whatsoever are provided by such hotels, airlines, bus companies, railroads, steamship/cruise lines or owners or contractors, and by the acceptance of such coupons, exchange orders, receipts, contracts and ticket the purchaser agrees to the foregoing and also agrees that neither the Operator, subsidiary or affiliate company shall be or become liable or responsible for any loss, injury or damage to person, property or otherwise in connection with any accommodation, transportation or other services or resulting directly or indirectly, from Acts of God, dangers, incident to the air, sea, fire, breakdown in machinery, or equipment, acts of governments or other authorities, de jure or de facto, wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, pilferage, epidemics, quarantines, medical or customs regulations, delays, or cancellations of or changes in itinerary or schedules, or from any causes beyond the Operator's control, or for any loss or damage resulting from improper or insufficient passports, visas or other documents, and that neither the Operator nor any parent, subsidiary or affiliate company shall be or become liable or responsible for any additional expense or liability sustained or incurred by the purchaser as a result of any of the foregoing causes.

The Operator does not accept any liability for failure on the part of the transportation companies whose responsibility is confined to their own operations. The Operator reserves the right to alter, amend or cancel all or any of the arrangements contained in the itineraries. The Operator, or its Associate/s, whilst taking every care with passenger's luggage or property, shall not accept any liability for damage, loss, or inconvenience in the handling thereof. The transportation companies or firms shall be exempt from all liability in respect of any detention, delay, loss, damage, sickness or injury, however or by whomsoever caused and whatever kind occurring, or of to the passenger at any time when the passenger is not on board a carrier or conveyance used and operated by the transport companies or firms. That passage contract in use by the transportation companies or firms concerned shall constitute the sole contract between the transportation companies or firms and the purchaser of these tours and/or passengers.

All matters arising between the passenger and the Operator are subject to the laws of the State of Victoria, Australia. The service of any IATA or non-IATA carrier may be used.

### Consumer Claims

Should the unlikely situation arise that you have a complaint about any aspect of Golden Holidays/i-xplore Pty Ltd arrangements, the complaint should be reported immediately to our local representative (where possible) or to the management of the hotel, ship or supplier whose services are involved, in order that opportunity may be given to correct the matter during travel. Should any difficulties not be resolved as they occur, all correspondence shall only be considered in writing, with supporting documentation, within 14 days of your return to Australia. All correspondence must be lodged with the Travel Agent with whom you made your holiday arrangements.

### Validity

The tour arrangements referred to are valid for departures from 01 April 2008 to 31 March 2009 and are subject to the conditions listed above. Prices are subject to change without notice. **ANY DEPOSIT OR PAYMENT MADE WILL BE HELD ON YOUR BEHALF UNTIL WRITTEN CONFIRMATION HAS BEEN RECEIVED BY YOU OR YOUR TRAVEL AGENT.**

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