

# Booking conditions

Once Contiki accepts your booking by confirmation thereof a contract is made between Contiki & you upon the terms & conditions set out below

## OUR RESPONSIBILITIES

### 1. YOUR HOLIDAY RESERVATION

On receipt of your deposit, subject to availability and at our discretion, Contiki will reserve your place on your selected holiday. A contract is only made between you and us upon your booking being confirmed and accepted by us and our communication thereof to either you or your travel agent.

### 2. PRICE GUARANTEE

Prices in this brochure are based on costs and exchange rates as at 29th March, 2011. Should these costs change, it may be necessary to make a surcharge on the price of your holiday. Should the total tour price increase by more than 10% you will have the right to cancel within 7 days of notification without penalty. No surcharge in respect of cost or currency fluctuations will be made once payment of the deposit for your land tour has been received. This guarantee excludes fuel surcharges and does not apply to any taxes, charges or levies imposed by any government or their agencies. In exchange for these guarantees, no refund will be made if costs are reduced.

### 3. IF WE CANCEL OR CHANGE YOUR HOLIDAY

**3.1** Contiki reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control. For a coach holiday to operate successfully a minimum number of clients is required. Should the numbers on your holiday fail to reach this minimum Contiki reserves the right to cancel your holiday giving a minimum of 6 weeks notice.

**3.2** Should change or cancellation prove necessary we will give you reasonable notice thereof, in the circumstances, and where available, offer you a comparable or better alternative.

**3.3** If an alternative is not available or acceptable you will be entitled to either a full refund of monies paid by you to us or transfer to another Contiki holiday without payment of any transfer fee.

**3.4** If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic or health risk, Acts of God, adverse weather conditions or other similar events beyond Contiki's control) we will give a full refund of any monies paid to us less reasonable expenses incurred by us in respect of your booking.

**3.5** Contiki is not responsible for the costs of any other travel arrangements affected due to our cancellations or rescheduling of any tour departure.

### 4. HOLIDAY DETAILS AND CONDITIONS

**4.1** Throughout this brochure reference is made to the standard of accommodation, meal plans, transportation and included extras that make up your Contiki Holiday.

**4.2** At the time this brochure went to press (April, 2011) all Contiki's holidays and included extras as described on the tours pages throughout this brochure were available.

**4.3** With respect to our touring program Contiki will do our best, at our discretion, to select accommodation, sightseeing tours and transportation to give you good value for money.

**4.4** When winter brochures are released, these prices supersede any winter tour prices in the summer brochure

**4.5** Contiki constantly strives to improve tour itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels. Contiki is not responsible for any other travel arrangements affected due to our cancellations.

### 5. LIABILITY

**5.1** Your travel agent shall, on the receipt of any monies, hold such monies for you until the booking is confirmed at which time those monies shall be remitted promptly by your travel agent to us. All such monies received by us will be deposited as required by law.

**5.2** We will be entitled to keep for each account any interest earned on such monies.

**5.3** All monies paid by you to us through your travel agent or otherwise, whether in respect of the deposit or full payment, may be disbursed by us as and when we see fit, in respect of the services to be provided and/or fees payable under your selected holiday. The payment of a deposit or any other monies in respect of your holiday shall be deemed to be an authorisation to disburse thereof as aforesaid.

## OUR RESPONSIBILITIES

### 1. BOOKING YOUR HOLIDAY

**1.1** In order to reserve your holiday, a deposit of US\$200, per person per tour, or the full amount payable if booking is made within 45 days of departure from your home country, must be submitted to Contiki by you in respect of that holiday. This payment is in addition to any deposit required by your travel agent. The deposit is accepted as a first instalment of the holiday price by Contiki only once the booking has been confirmed in writing by Contiki or your travel agent.

**1.2** Your land reservation will be confirmed on receipt of a non refundable deposit of US\$200 per person per tour, which must be

within 7 days of booking or the reservation will automatically be cancelled.

**1.3** Any special meal requirements will be made on a request basis only. Contiki cannot guarantee special meal requests nor will it assume any responsibility or liability if clients' special meal requirements are not fulfilled.

### 2. PAYING THE BALANCE

**2.1** The balance of the holiday price must be paid no later than 45 days before the scheduled holiday departure date from your home country which shall be by the due date stated on the confirmation issued to you by Contiki.

**2.2** If payment isn't made by the due date, Contiki may assume that you have cancelled and cancellation charges in accordance with clause 3 below will be levied by Contiki.

**2.3** Tickets and other documents won't be forwarded until full payment has been received by us.

**2.4** In the case of Late Bookings made within 45 days of your departure from your home country, the full cost of the holiday will be payable immediately on booking and we reserve the right to provide all travel documents at the holiday departure point.

**2.5** Contiki reserves the right to cancel the booking and apply cancellation charges should payments not be received within the above specified periods.

### 3. IF YOU CANCEL

**3.1** Notice of cancellation must be made in writing to Contiki.

**3.2** Your deposit is non-refundable upon cancellation by you.

**3.3** Upon cancellation you will be liable to pay a fee to cover the estimate of cost and expenses incurred by us in the terms of the schedule set out hereunder. This is expressed as a percentage of the holiday price and is calculated as follows:

PERIOD OF NOTICE	CANCELLATION FEE
More than 45 days notice:	Deposit is forfeited
45-22 days	25% of tour fare
21-8 days:	30% of tour fare
7-1 days:	50% of tour fare
Day of departure:	100% of tour fare

Where the percentage cancellation fee is less than the tour deposit, the cancellation fee will equal loss of deposit. If the reason for cancellation falls within the terms of any holiday insurance policy which you hold, then any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company.

**3.4** In the event that you should not be granted a visa, we have devised this unique scheme to protect you against the necessary cancellation fees detailed above. For tours costing up to US\$1,000 - waiver fee US\$79 per person. For tours costing over US\$1,000 - waiver fee US\$89 per person. Waiver fees are payable at the time of booking and are non-refundable. They do not apply to cancellations due to changes of mind or for medical reasons. To protect yourself against these and other eventualities, you should ask your Travel Agent about a suitable insurance policy. N.B. This scheme is applicable only in the event that you provide documentary proof of having a visa application refused.

To be eligible for the purchase of the visa waiver insurance, clients are encouraged to do so as early as possible when they make their tour booking. If we do not hear from you or your travel agent 30 days before the tour, we will assume that your visa application has not been approved and we will have to cancel your reservation. However, you can always re-book your tour (subject to availability) should your visa approval come inside 30 days. Bookings made within 30 days without the necessary visa approvals are not eligible for this visa waiver insurance and will be subject to the standard cancellation terms and conditions.

**3.5** Any cancellation of additional services booked prior to and after your tour or resort booking, such as pre and post accommodation and transfers, that are cancelled within 14 days of the tour departure incur a 100% cancellation fee.

**3.6** These cancellation fees are in addition to any cancellation fees that may be levied by your Travel Agent.

**3.7** If flight changes are requested after the deposit has been received, or if flights are cancelled after tickets are issued, revision fees, change fees or Airline cancellation fees will be applicable and maybe in addition to the above cancellation charges.

### 4. IF YOU CHANGE YOUR BOOKING

**4.1** If after your booking has been confirmed, you wish to change to an alternative departure date, transfer your booking to someone else who satisfies all the conditions applicable to the package or you wish to change to a different Contiki holiday, you may do so subject to a period of reasonable notice and provided the new holiday date is also in this brochure and is available.

**4.2** A fee of US\$30 per person will be charged for any revision or alteration made to a reservation after the booking is confirmed unless the change increases the value of the booking. A change of tour date or tour itinerary within 45 days of departure will be treated as a cancellation, and normal cancellation fees will apply except when the change is to an earlier departure date of equivalent or greater value in which case a US\$30 per person amendment fee will be charged.

## 5. HOLIDAY DETAILS AND CONDITIONS

**5.1** Please read the brochure carefully for those items included in the price. No allowance or refund can be made for meals, accommodation, excursions, etc. that you elect not to take, or when museums, shops, etc are closed. Hotel facilities may vary from place to place. Meals may vary in style

**5.2** Clients must be aged between 18 - 35 inclusive but Contiki may, in its absolute discretion, and, in exceptional circumstances, give confirmation of acceptance of a person outside this age limit.

**5.3** Contiki must be advised of any medical conditions or physical disability requiring special attention before you book your holiday. If you do not advise us at this stage, we may refuse to accept your booking. We may also refuse you if we feel that the holiday chosen is not suitable without a suitably qualified companion. Contiki will try to help you with your requirements but cannot guarantee to do so, either on our own or our suppliers' (such as hotels, restaurants and excursions) behalf. Many of our holidays involve getting on and off coaches, walking tours and other physical activities. Some holidays may not be suitable for you if you rely on a wheelchair or have certain other disabilities. Should your disability require you to have special assistance, it is a condition of Contiki accepting your booking that you provide evidence satisfactory to us that an able-bodied person will accompany you and is able to provide any special needs or services that you may require. Contiki will not be responsible for the failure of this person to provide these services.

**5.4** You are responsible for all travel arrangements and costs to/ from the point of commencement/conclusion of the holiday.

**5.5** There may be times when the Contiki Representative has to make a decision in your best interests or the best interests of their group. You agree to comply with the authority and decisions of the appointed Contiki Representative and the laws of the country in which you are travelling. If you do not so comply or if, in the Contiki Representative's opinion, you are not compatible with the general enjoyment and well being of other members on the holiday or smooth operation of the holiday itself, we reserve the right to refuse to let you continue with the holiday. We do not tolerate the possession or carriage of illegal or restricted substances (drugs). Furthermore, you agree that your fellow travellers and any Contiki Representative has the right to travel/work in a safe environment. Any threats to their safety, well being or inappropriate behaviour by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your holiday. In either event, you will be responsible for your own repatriation and related costs and have no claims against us.

**5.5.1** You are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or a Contiki Tour Manager as soon as it is discovered.

**5.6** Where the passenger occupies a motorcoach seat fitted with a safety belt, neither the operator or service providers, agents or co-operating organisations shall be liable for any illness, injury or death or any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of the accident or incident.

**5.7** It is your responsibility to have a valid passport and all visas, permits and certificates required for your selected holiday as well as any necessary vaccinations and to comply with all applicable laws.

**5.8** You agree that our Contiki Tour Managers or Representatives may take photographs and films of you while you are on holiday and that these may be used in our Group brochures and/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs and/or films.

**5.9** Should you have a complaint in respect of the holiday, you should inform the Contiki Tour Manager or Contiki Representative during the course of the holiday and if the matter cannot be resolved after the Representative's best endeavours to do so during the holiday, your complaint should be made in writing to Contiki as soon as is reasonably possible after the holiday but within 28 days thereof so that your complaint can be investigated. Any claims made after the 28 day period will not be considered by Contiki. If you choose to write to Contiki via the Internet, please provide your home address so that we are able to reply to you in writing.

**5.10.1** The contract and all matters arising in respect hereof shall be subject to English Law, unless we agree otherwise in writing.

**5.10.2** If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

**5.10.3** If you are unsuccessful in any legal action instituted against us, you agree to pay all our costs, including but not limited to, attorney/client costs.

### 6. INSURANCE

It is compulsory to take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before you will be accepted on a Contiki Holiday. Please check that the insurance covers all of the

activities that you will be participating in. Some policies exclude certain adventure activities. This should be arranged at the time of payment of the deposit and will, in certain circumstances, cover you against loss of deposit or cancellation fees from the date of confirmation of your booking, as shown in the insurance policy. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.

### 7. ILLNESS OR ABSENTEEISM

In the event of your withdrawal from a holiday after the commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the tour.

### 8. WHAT'S NOT INCLUDED IN THE HOLIDAY PRICE

Airfares to and from your holiday destination, airport taxes, passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to Tour Managers & Tour Drivers, items of a personal nature, excess baggage, optional excursions.

### 9. WEATHER CONDITIONS

Under no circumstances can we be held responsible for snow or weather conditions, nor can any holiday be cancelled or amended by you at any time on the basis of snow or weather conditions.

## GENERAL

### 1. CONTRACTING PARTIES

**1.1** The Booking Conditions detailed herein contain the entire contract between you and Contiki. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may only be varied in writing by a duly authorised officer or director of Contiki.

**1.2** Your contract is with us as the tour operating company. At any time and at our complete discretion

we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.

**1.3** Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on board, planes, transportation or conveyances. We rely on international convention which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International conventions which apply may include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all benefit of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to passengers and luggage. Enrollment in and payment for a tour shall constitute agreement and acceptance by the passenger of the terms and conditions set forth in this brochure which cannot be varied except in writing by an officer of the Company.

**1.4** Contiki is not a carrier or hotelier nor does it own aircraft, hotels or coaches. Contiki contracts with many different suppliers throughout the world to ensure that all the components of your holiday are taken care of. Contiki accepts responsibility for the services contracted with these suppliers as they effect your holiday. Where a part of your holiday as specified in this brochure cannot be provided and a reasonable alternative not accepted, Contiki may pay compensation specific to that loss. Please also note that Contiki cannot be held responsible for the failure of any of these parties to provide facilities or services for handicapped clients (see also 5.3 under Holiday Details & Conditions).

**1.5** Please note that no airline or carrier depicted or recommended in this brochure by virtue of their endorsement of this brochure represent themselves either as contracting with any purchaser of a holiday from Contiki or as having any other legal relationship with any such purchaser.

**1.6** Every effort is made to ensure brochure accuracy at the time of going to print, however Contiki cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.

**2. VALIDITY**  
The programmes advertised in this brochure are valid from November 2011 to January 2013.

**3. OPERATING COMPANIES**  
The programmes advertised in this brochure are operated by Contiki US Holdings Inc, 801 East Katella Avenue, Anaheim, CA 92805.