

Booking Conditions

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 follows:

Europe Summer Tours	20 November 2008
Europe Winter Tours	10 April 2008
Australia Tours	10 December 2007
New Zealand Tours	10 December 2007
US Tours	16 May 2008
Canada Tours	16 May 2008
Asia Tours	11 August 2008

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. HOLIDAY CHANGE AND/OR CANCELLATION

- **3.1** Contiki reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond its control.
- **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 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** The information in our brochure is correct to the best of our knowledge at the time of going to print, but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.
- **4.2** With respect to our touring program Contiki will do their best, at their discretion, to select accommodation, sightseeing tours and transportation to give you good value for money.
- **4.3** 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 our 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 authorization for disbursement thereof as aforesaid.

YOUR RESPONSIBILITIES

1. BOOKING YOUR HOLIDAY

- **1.1** In order to reserve your holiday, a deposit of R1, 000, 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 within 7 days 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 installment 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 R1,000 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 client's special meal requirements are not fulfilled.

2. PAYING THE BALANCE

- **2.1** The balance of the holiday price must be paid by 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. When making multi-tour bookings, full payment is due no later than 45 days before scheduled departure date of the first departing tour.
- **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** These cancellation fees also apply to additional accommodation booked prior to and after your tour. However Hotel Accommodation which is cancelled within 14 days of the booked dates incurs a 100% cancellation charge.
- **3.5** These cancellation fees are in addition to any cancellation fees that may be levied by your Travel Agent.
- **3.6** 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 alternate departure date or you wish to change to a different Contiki holiday, you may do so subject to availability and providing the new holiday date is also in this brochure.
- **4.2** A fee of R200 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, 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 R200 per person amendment fee will be charged.
- **4.3** A name change to a different person will be treated as a cancellation.

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** Contiki's holidays are specifically planned for those in the 18 through 35 age group. Consequently the facilities and activities on a Contiki holiday are not appropriate to persons outside this age bracket. If you have a question regarding the age groups, you are welcome to discuss this with a Contiki staff member.
- **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 Tour Manager or 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 Tour Manager or Representative and the laws of the country in which you are travelling. If you do not so comply or if, in the Contiki Tour Manager's or 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. In such 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/Contiki Village staff and/or a Contiki Tour Manager as soon as it is discovered.
- **5.6** 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.
- **5.7** 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.
- **5.8** Should you have a complaint in respect of the holiday, you should inform the Contiki Tour Manager or Representative during the course of the holiday and if the matter cannot be resolved after the representative's best endeavors 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 42 days thereof so that your complaint can be investigated. Any claims made after the 42 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.
- **5.9.1** The contract and all matters arising in respect hereof shall be subject to English Law, unless we agree otherwise in writing.
- **5.9.2** 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.
- **5.9.3** 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

You must 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 are going to 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. Unfortunately no refunds can be made for absences from a tour, including but not limited to missed meals or sightseeing.

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, representatives, drivers and local guides, 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 authorized 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 the carriage by sea; Geneva Convention for carriage by road and 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. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. Please note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. Whilst we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give every reasonable assistance in helping to resolve any reasonable dispute. 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).
- **1.4** 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.
- **1.5** 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 for the following dates:

Europe Summer Tours	April 2009 – March 2010>
Europe Winter Tours	October 2008 – March 2009
Australia Tours	March 2008 – September 2009
New Zealand Tours	March 2008 – September 2009
US Tours	November 2008 – March 2010
Canada Tours	November 2008 – March 2010
Asia Tours	March 2009 – May 2010

3. OPERATING COMPANIES

The Australia and New Zealand programmes advertised are operated by Contiki Holidays (Australia) Ltd. and Contiki Holidays (New Zealand) Ltd. The US programmes advertised here are operated by Contiki US Holdings Inc. The Europe programmes advertised is operated by Contiki Travel (Europe) Ltd., Picquet House, St Peter Port, Guernsey, Channel Islands, with the exception of the Great Britain and Southern Ireland tours, which are operated by Contiki Travel

(UK) Ltd. The principle operator of the Croatian Island Cruising product featured is Katarina Lines. Their terms and conditions apply (available on request).