

BOOKING CONDITIONS - PLEASE READ CAREFULLY

PRICES

Prices are estimated and are subject to change as referred to below. Customers must agree to accept price increases or changes to the tour if applicable, in the circumstances set out below. Prices are based on your quoted itinerary including economy class airfares, all airfare related taxes, multi-share accommodation, all meals on tour and all admissions on tour as indicated on your quotation. The tour price does not include the cost of travelling to or from your departure and arrival points, travel insurance, personal expenses, fuel surcharges and excess baggage charges. The tour price also does not include visa, passport and re-entry fees.

The price of this travel package is set forth in this invoice based on airfares and rates in effect at the time of booking. Airfares and rates are subject to change and are not final until paid in full. Price increases could include fuel and baggage surcharges, tax increases, not meeting minimum sign up requirements, change of date or trip, and other unforeseeable fees. We will notify you in writing if these fees change and/or prices increase.

Currency fluctuations may also impact the price of your tour. Latitude Group Travel (LGT) may be able to lock in your tour price, including exchange rate fluctuations, with the exception of airfare increases, fuel surcharges, taxes and levies. Please enquire.

Quotations are based on a minimum number of paying passengers as indicated in your quotation. Changes to the numbers may result in changes to the estimated price or modification of elements of the tour.

DEPOSITS AND PAYMENTS

A non-refundable deposit of 15% of estimated cost is due 15 days after signing unless otherwise indicated. Final payment is due 105 days prior to departure. Part payments may be made at any time. Cheques, money orders, direct credit, bank cheque and credit cards, may be used for deposits and payments. Credit card payments will attract a surcharge. Payments must be made to Latitude Group Travel Client Account which ensures that your money is held safely and only used for payment to suppliers.

Credit cards accepted include EFTPOS, Visa, Mastercard and American Express. Surcharges are as follows:

EFTPOS	no surcharge
Visa and Mastercard	1.3% surcharge
Corporate Visa and Mastercard	2.6% surcharge
Platinum Credit Cards	2.6% surcharge
American Express	3.3% surcharge

There is no surcharge for EFTPOS cards, direct credit, cheques, bank cheques or money orders

Direct credit can be made as follows:

Account Name	Latitude Group Travel Client Account
BSB	803 152
Account Number:	23198

If you choose to pay the entire cost of the tour early, you will be notified of the exact tour cost on that day. You will then be exempt from any further currency fluctuations. You will be subject to airfare increases, fuel surcharges, taxes and levies until the whole group has paid and air tickets can be purchased. Airlines lock in their prices and taxes on the day of payment.

RESERVATIONS

LGT will process applications for reservations on a first come, first served basis. If space is not available when your reservation is received, we will retain your payment and place your name on a waiting list until space becomes available or you request a full refund. Due to currency fluctuations, price changes etc, a late booking may incur additional cost.

There is a \$100 per person fee for changing your reservation, if permitted, once a deposit has been received by LGT.

REFUND AND CANCELLATIONS

If you cancel your reservation, your right to refund is limited, as set forth below. All cancellations and refund requests must be submitted in writing and mailed or faxed to LGT's office. **NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS.**

Days of Notice Prior To Tour Commencement	Cancellation Charge
105 days and over	loss of deposit
104 days to 90 days	30% of estimated tour price
89 days to 60 days	50% of estimated tour price
59 days	no refund
No show	no refund

The refunds above must cover including but not limited to, any airfares, motor coach, hotel fees, admissions that have already been paid by the ground operator or charges that have been incurred by LGT. Additional fees may be charged as a result. Once cancelled, there is a \$100 reinstatement fee plus any additional costs – on a space available basis. Refunds will be made within 60 days. We will endeavour to gain refunds for items that are prepaid from our ground operator. We will pass these refunds on to you.

We will not refund any unused portion of your itinerary.

PASSPORT AND VISAS

You are responsible for your passport and the correct visas. We are not liable for any loss, expense or inability to travel incurred by your failure to comply with these requirements. At the time of booking, please advise the correct passenger name and ensure that it corresponds with the name in your passport. A copy of the photo page of your passport with the correct name is required for booking.

TRAVEL INSURANCE

LGT requires that all participants on the tour, including chaperones, are fully covered by comprehensive travel insurance. On all USA and other designated tours you must take the highest possible cover and for all tours, be insured for the full duration of your time away from home. We strongly advise that the group selects the same insurance for each participant in order that, should a delay occur, for example, the group will be treated as one. QBE Travel Insurance and SureSave Travel Insurance are suitable for these tours and are available via links on our site. A discount applies to all products from these companies purchased through LGT

BAGGAGE

The maximum checked baggage allowance will be advised. We are not responsible for any excess baggage charges. Your hand carry must not be too large or weigh more than 7kg, subject to airline and airport rules. Please note that you may also be travelling on a domestic flight locally or in another country. Please ensure that you check on their website for baggage allowances. We also suggest that you leave Australia with fewer than the allowed kilos to allow for anticipated purchases while away.

TRAVEL DATES/FLIGHT CHANGES/DELAYS

Please note that LGT and our ground operator reserve the right to change the date of departure due to heavy demand and flight availability. Participants acknowledge that these changes are not grounds for cancellation without penalty.

DISABLED PARTICIPANTS

If you have a disability that requires accommodation or special assistance, you must notify LGT in advance. LGT will notify the ground operator

PARTICIPANT RESPONSIBILITY

You are responsible for your actions and well-being on the entire tour, beginning and ending with the air flights. It is your decision to participate or not to participate in the activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against LGT. Further, you are responsible for the consequences of your participation. Participants realise that there are inherent risks (injury/health) in travel and fully accept responsibility for those risks. Inappropriate behaviour can be cause for eviction from the program and to be sent home at your own expense. In the event of a Client/Group or associate within the Client/Group, behaving in a manner judged by management of this company and its tourism product providers involved at the time, to be unacceptable behaviour, be it through damage, obscenity, harassment, theft, excessive noise, vulgarity, bad language and activities unacceptable and against public decency, LGT reserves the right to remove such person/persons from the tour. Should a Client/Group or individual activity be totally of unacceptable standard the company may cancel the tour. No refunds will be paid and the Client/Group or associate involved will be required to make good any property damage or costs involved to rectify the situation. Travel Agents acting for the Client/Group will be equally bound by this condition No refunds will be made for any unused portion of a trip. LGT cannot be responsible for lost or misdirected mail. Changes and updates in your address, phone number and email should be submitted in writing or online at info@latitudegrouptravel.com.au. Please check www.smartraveller.gov.au for travel advisories for your particular destination and be aware of the Smartraveller Top Ten Tips.

SHARING OF INFORMATION

Because our travel services are offered in conjunction with the services of the ground operator, airlines and motor coaches etc, LGT may be sharing your personal information with those companies. We may share the following information: name, address, phone, birth date, gender and email. LGT may capture the trip on film and digital images and use photos, videos and digital images for its marketing materials. LGT appreciates your participation in our photos, videos and evaluations, and LGT reserves the right to use these to advertise tours and participant does not expect any compensation. Please notify us in writing if you do not want your image used.

LATITUDE GROUP TRAVEL PTY LTD (ACN 145 383 811)

TERMS OF BUSINESS

INTERPRETATION

In these conditions:

"Latitude" means Latitude Group Travel Pty Ltd (ACN 145 383 811) of Level 1, 613 St Kilda Rd, Albert Park, Victoria which is the reseller of the services.

"Buyer" means the buyer of the services.

"Services" means the products and services agreed to be provided by latitude to the Buyer from time to time.

"Supplier Terms" means the terms and conditions of any supplier to Latitude of the Services or any part thereof, a copy of which is annexed hereto, if applicable.

Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

GENERAL

These conditions (which shall only be waived in writing signed by Latitude) prevail over all conditions of the buyer's order to the extent of any inconsistency.

TERMS OF SALE

The services and all other products sold by Latitude are sold on these terms and conditions.

DELIVERY

The travel times or times or dates for travel for delivery of the services made known to the buyer are estimates only and Latitude is not to be liable for late delivery or non-delivery.

Latitude is not to be liable for any loss, damage or delay occasioned to the buyer or its customers arising from late or non-delivery of the services.

GUARANTEE

The services are not provided by Latitude and the guarantee (if any) of the provider of those services ("provider") is accepted by the buyer and is the only guarantee given to the buyer in respect of the services. Latitude agrees to assign to the buyer on request made by the buyer the benefit of any warranty or entitlement in respect of the services that the provider has granted to Latitude under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

Latitude is not liable for and the buyer releases Latitude from any claims in respect of faulty or defective supply of any services supplied (including by reason of negligence) unless such service has been wholly performed by Latitude and the responsibility for any claim has been specifically accepted by Latitude in writing. In any event Latitude's liability under this paragraph is limited strictly to the supplying the services again in accordance with paragraph 7.1 of these conditions.

Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to aspect thereof are expressly excluded. Latitude is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, or non-supply of the services or arising out of Latitude's negligence or in any way whatsoever.

LATITUDE'S LIABILITY

Latitude's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the *Trade Practices Act 1974* (other than s 69) is limited to:

in the case of goods, any one or more of the following:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of the goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (iv) the payment of the cost of having the goods repaired; or in the case of services:
- (v) the supplying of the services again; or
- (vi) the payment of the cost of having the services supplied again.

Latitude's liability under s 74H of the Trade Practices Act 1975 is expressly limited to a liability to pay to the purchaser an amount equal to:

the cost of replacing the goods;

the cost of obtaining equivalent goods; or the cost of having the goods repaired, whichever is the lowest amount.

PRICES

Unless otherwise stated all prices quoted by Latitude are net, exclusive of Goods and Services Tax (GST) and the buyer agrees to pay to Latitude any GST in addition to the price.

Prices quoted are those ruling at the date of issue of quotation and are based on rates of carriage, insurance, travel expenses, currency exchange, and other charges affecting the cost of the services ruling on the date is made.

If Latitude makes any alterations to the price of the services or to any of their inputs either before acceptance of or during the currency of the contract, these alterations are for the buyer's account

SPECIAL CLAUSE

Latitude reserves the right to cancel all arrangements and bookings if the payment schedule is not met. If a deposit has been paid, this will be forfeited.

PAYMENT

The price in relation to the services is payable in accordance with the schedule of payments agreed between the buyer and Latitude and in default of any such agreement is payable by the buyer to Latitude in full immediately upon notice by Latitude that the payment is due.

DESCRIPTION OF SERVICES

All services to be supplied by Latitude to the buyer are as described on the purchase order agreed by Latitude and the buyer and the description on such purchase order modified as so agreed prevails over all other descriptions including any specification or enquiry of the buyer.

CANCELLATION

No order may be cancelled except with consent in writing of Latitude and on terms which will indemnify Latitude against all losses.

Latitude is a reseller of services which are supplied by its supplier pursuant to the Supplier Terms which are attached hereto. The buyer hereby acknowledges and agrees that the Supplier Terms shall apply to the provision of the services as if they were terms of supply as between the buyer and Latitude and except to the extent to which the Supplier Terms are inconsistent with these terms, in which case these terms shall prevail.

INDEMNITY

The buyer indemnifies on a continuing basis on a full indemnity basis Latitude from and against any liability, loss, expense or demand for or arising from any conduct of the buyer or person using the services at the behest of the buyer or resulting from any breach or non-performance of these terms by the buyer, including for any liability of Latitude to any provider of the services. This indemnity survives termination of this agreement by either party for any reason.

EXCLUSION OF REPRESENTATIONS AND ARRANGEMENTS

These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the services or any part of the services.

NO WAIVER

The failure of any party to enforce the provisions of this agreement or to exercise any rights expressed in this agreement is not to be a waiver of such provisions or rights and does not affect the enforcement of this agreement.

FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Latitude, Latitude is unable to perform in whole or in part any obligation under this agreement Latitude is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not liable to the buyer in respect of such inability.

PLACE OF CONTRACT

The contract for sale of the services is made in the state of Victoria Australia.

The parties submit all disputes arising between them to the courts of such state and any court competent to hear appeals from those courts of first instance.